



SUPPLY AND DELIVERY OF MEDICAL ITEMS FOR THE COVID-19 EMERGENCY

TENDER NO: A0/00674/2021/HEALTH /GALKAYO/SHF 18214

**AAMIN Organization
96, Taleh Street, Hodan District
P.O Box 234 Mogadishu, Somalia
Tel: +252619520460**

10th November 2021

INVITATION TO TENDER

10th November, 2021

Dear Sir/Madam

Subject: Supply and Delivery of Medical Items for the COVID-19 Emergency, Tender No: AO/00674/2021/HEALTH /GALKAYO/SHF 18214

Aamin Organization is a Not-for-Profit Organization in Somalia established in 2006. AAMIN is engaged in life-saving activities and on improving the livelihoods of Somalia through implementation of the following programs; Food Security, Health, Education, Water, Sanitation and Hygiene (WaSH), Youth- Empowerment Programs and Provision of free Ambulance services to the communities in Somalia.

AAMIN Organization has received from SHF for Provision of Emergency and Essential Health Care Services through Mobile medical services and free ambulance services to IDPs and hard-to reach host communities in Mudug region (Galkayo South). The project will be implemented from 1st May 2021 to 30th April 2021. In that regard, AAMIN invites applications from qualified firms for: Supply and Delivery of Medical Items for the COVID-19 Emergency. Bidding will be conducted through the Open National Tender (ONT) procedures specified in AAMIN Procurement manual.

Interested eligible bidders may obtain further information from AAMIN organization office and inspect the bidding documents at the address given below, Saturday to Thursday between 0900hrs to 1600hrs except on public Holidays or download from AAMIN organization website [https: https://aamin.so](https://aamin.so). Documents downloaded are free of charge and bidders are advised to forward their particulars/contacts to the procurement manager, Aamin Organization, through the email address info@aamin.so before the closing date for records and for purposes of receiving clarifications and or addendums, if any their bid documents at the procurement office or via email to procurement@aamin.so.

Duly completed tender documents should be submitted on or before **25th November 2021** not later than **16:00 Hours (Mogadishu local time)** at the address mentioned below in a plain, sealed envelope clearly labeled with the tender name and reference number to be deposited in the tender box in the procurement Office of Aamin Organization or by E-mail at procurement@aamin.so. Late Bids will be automatically rejected.

The Procurement Officer
AAMIN Organization
96, Taleh Street, Hodan District
P.O Box 234 Mogadishu, Somalia Tel: +252619520460,
Email: info@aamin.so

AAMIN Organization reserves the right to accept or reject any or all bids without incurring liability to the affected tenderers.

Yours sincerely

Aweis Abdelah Werseme
CEO- AAMIN ORGANIZATION

Table of Contents

SECTION I: INSTRUCTIONS TO TENDERERS (ITT)	4
SECTION II: GENERAL CONDITIONS OF CONTRACT (GCC)	7
SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)	10
SECTION IV: SCHEDULE OF REQUIREMENT OF GOODS	11
SECTION V: PRICE SCHEDULE	12
SECTION VI: EVALUATION CRITERIA	14
SECTION VII: STANDARD FORMS	15
FORM A– FORM OF TENDER	15
FORM B- CONFIDENTIAL BUSINESS QUESTIONNAIRE	16
FORM C: TENDER DECLARATION FORM	17
FORM D - PAST EXPERIENCES	18
FORM E: FORM OF CONTRACT AGREEMENT	19

SECTION I: INSTRUCTIONS TO TENDERERS (ITT)

No	ITT reference clause	Particulars
1.	Eligible Tenderers	This is a National Open Tender
2.	Time for Delivery of goods	1 month
3.	List of Previous Customers	The Tenderer shall submit at least one (1) name with full contact including telephone, email and physical addresses of previous clients of similar services and letters from the previous clients confirming satisfactory completion of the contracts and on schedule
4.	Currency	The currency of the tender must be in US Dollars
5.	Documents of evidence of eligibility and qualification	Confidential Business questionnaire, copy of VAT Registration Certificate, Tax Compliance certificate
6.	Language	The language of all correspondence and documents related to the tender is English
7.	Validity of Tenders	60 days
8.	Preparation and submission of the Tender	Required number of copies of the tender: 1 original and 1 copy of the tender shall be submitted (for hardcopy submissions) Tenderers may submit their tenders in a sealed envelope indicating the name of the tender and the tender number and addressed to: The Procurement Officer AAMIN Ambulance 96, Taleh Street, Hodan District P.O Box 234 Mogadishu, Somalia Tel: +252619520460, OR Electronically through Email: procurement@aamin.so and Copied to info@aamin.so. The subject of the email will be the tender name and reference number. All Bids MUST be received to the address above by 4:00 PM on 25th November, 2021 and deposited in the tender box located

		in AAMIN procurement office. <i>If the envelope is not sealed and marked as instructed above, AAMIN ORGANIZATION will assume no responsibility for the misplaced or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the client and returned to the tenderer.</i>
9.	Late submissions	Tenders, which are not delivered by 4:00 PM on the closing date will be treated as late tenders and shall not be accepted.
10.	Tender Opening	There will be no tender opening due to Covid-19 restrictions on gatherings
11.	Documents Constituting the Tender	The tender submitted by the Tenderer shall comprise the following; (a) Completed and Signed "<u>Form of Tender</u>" (Form A) (b) Completed and Signed "<u>Confidential Business Questionnaire</u>" (Form B) (c) Completed and Signed "<u>Tender Declaration Form</u>" (Form C) (d) Completed "<u>tenderer's relevant experience form</u>" (Form D) (e) ALL Mandatory requirements as specified in the Evaluation Criteria - Section VI
12.	Clarifications	There will be NO Pre-bid meeting. However, bidders are invited to submit any queries on or requests for clarification in writing (e-mail accepted). All clarifications will be made by AAMIN ORGANIZATION in writing and such clarifications will be notified to all interested Tenderers. All queries should be addressed to the address below and received on or before <u>22nd November 2021:</u> Program Manager AAMIN ORGANIZATION Office Email: info@aamin.so
13.	Cost of tendering.	The tenderer shall bear all costs associated with the preparation and submission of its bid. AAMIN Organization will under no circumstance be responsible or liable for those costs regardless of the conduct or outcome of the tendering process

14.	Cancellation of The Tender Procedure	At any point during the process, Tender Evaluation Committee Reserves the right to cancel a part of the whole of this tender process.
15.	Appeal Process	An appeal to the process can be lodged if a tendered or a potential has any issue which they feel that it requires appealing. Please contact the Program Manager at info@aamin.so if you wish to make an appeal.

SECTION II: GENERAL CONDITIONS OF CONTRACT (GCC)

2.1 Definitions: In this contract the following terms shall be interpreted as indicated:

“Buyer” refers to AAMIN ORGANIZATION.

“Supplier” refers to the entity named on the order and contracting with the Buyer.

“Contract” can be taken to mean either (a) purchase order (b) the supply agreement, whichever is in place.

“The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

“The goods” means goods/supplies which the supplier is required to provide to the Procuring entity under the Contract.

2.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

2.3 Period of Validity

Tenders shall remain valid for the period stipulated in the ITT after the date of tender submission.

A tender valid for a shorter period shall be rejected by the Purchaser as non- responsive

2.4 Assignment:

The supplier shall not assign, transfer, subject or subcontract the contract or any thereof without the prior written consent of the Buyer.

2.5 Corruption:

The supplier shall not give, anyone employed by the Buyer an inducement or gift that could be perceived by others to be a bribe. The supplier agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts.

2.6 Confidentiality:

2.6.1 All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that has been compiled by or received by the supplier agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts.

2.6.2 The supplier may not communicate at any time to any other person, government or authority external to AAMIN, any information that has been compiled through associations with AAMIN which has not been made public except with written authorization from the Buyer. These obligations do not lapse upon termination of the contract.

2.7 Use of Emblem or Name

Unless otherwise agreed in writing: the supplier shall not advertise nor make public the fact that it is supplying goods or services to the Buyer, nor shall the supplier any way whatsoever use the name or emblem of AAMIN in connection with its business or otherwise.

2.8 Applicable Law

The contract shall be interpreted in accordance with the laws of Somalia unless otherwise specified in the SCC.

2.9 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract. If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

2.10 Force Majeure:

2.12.1 The meaning of the term can be taken to mean acts of Allah, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force. Anything beyond human capacity.

2.12.2 In the event of and as soon as possible after the occurrence of any cause deemed force majeure, the supplier must inform the buyer of the full particulars in writing. If the supplier is rendered unable either in part or in whole to perform its obligation then the Buyer shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances.

2.12.3 If the supplier is permanently rendered incapable in whole or part by reason of force majeure to complete its obligations and responsibilities under the contract then the buyer will have the right to suspend or terminate the contract on the same term and conditions laid out in Article 10: cancellation.

2.11 Cancellation

2.13.1 The buyer reserves the right to cancel the contract should it suspend its activities or through changes to its mandate by virtue of the executive director AAMIN and/lack of funding. In such a case the supplier shall be reimbursed by AAMIN for all reasonable costs incurred by the supplier, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.

2.13.2 Should the supplier encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the buyer reserves the right to terminate the contract immediately without prejudice to any other right or remedy it may have under the terms of these conditions.

2.12 Warranty:

The supplier shall provide the buyer with all manufacturers' warranties. The supplier warrants that all goods supplied in relation to the contract meets specification, is defect free and is for the purpose of the intended use. If, during the warranty period, the goods are found to be defective or none conforming to specification, the supplier shall promptly rectify the defect. If the defect is permanent then at the choice of the buyer the supplier will either replace the item at their cost

or reimburse the buyer.

2.13 Modification and Withdrawal of tenders

The buyer reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity, packing instructions, destinations, or delivery instruction. If any such changes affect the price of goods or performance of service the supplier and buyer may negotiate equitable adjustments to the contract, provided that the supplier claims for adjustments in writing to the buyer within 30 days from being notified of any change.

2.14 Tender Price

The prices stated on the order shall be held for the period and/or quantity unless specifically stated otherwise in the SCC. The bidder shall indicate on the Price schedule the unit prices where applicable and total tender prices of the goods and services it proposes to provide under the contract. Prices indicated on the Price Schedule shall be the cost of the Goods and services quoted including all customs duties and VAT and other taxes payable. Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise stated in the SCC. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

2.15 Price Variation

Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.16 Payment Terms:

Unless otherwise stated in the SCC, payment terms will be next 30 days from receipt of a correctly prepared invoices.

2.17 Rights of AAMIN ORGANIZATION

Should the supplier fail to perform under the terms and conditions of the contract, including but not limited to make delivery of all or part of the goods by the agreed delivery dates(s), the buyer may, after giving reasonable notice to the supplier, exercise one or more of the following rights:

- Procure all or part of the goods from an alternate source, in which event the buyer may hold the supplier liable for additional costs incurred.
- Refuse to accept all or part of the goods.
- Terminate the contract on written notifications.

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

General conditions of contract	General conditions of contract
2.8	The Contract shall be interpreted in accordance with the laws of the Federal Government of Somalia
2.9	Resolution of disputes shall be through Arbitration
2.14	(i) To facilitate evaluation and comparison, the Procuring entity will convert all bid prices expressed in the amounts in the various currencies in which bid price is payable, to USD using the rate on the day the bids are opened. (ii) The Procuring entity reserves the right to award the contract in whole or in part without any change in the Unit price or other terms and conditions. (iii) No contract variation within six (6 months) from the contract signature date.
2.15	The credit period shall be thirty (30) days from satisfactory delivery and submission of invoice together with other required and related documents.

SECTION IV: SCHEDULE OF REQUIREMENT OF GOODS

Table 1 –Schedule of Goods Required

#	Item	Description	Unit of Measure	Quantity
1.	Hand Sanitizers	500 ML (Minimum 70% alcohol content)	Bottles	400
2.	Surgical Masks	3PLY, good breathability, internal and external faces should be clearly identified, 98% droplet filtration, preferably fluid resistance for disposable	Box	400
3.	Disposable Face Mask	NIOSH-approved N95 filtering facepiece respirator or higher	Pieces	100
4.	Surgical Gloves	Gloves examination, Nitrile, Disposable, powder free, size: M/L/XL	Box of 100 each	30
5.	Thermometers	Medical Non-contact Thermometer, Infrared Thermometer, temperature range 35°C-42°C, digital display, memory 32, size 150*90*43mm	Unit	6
6.	Protective safety Goggles	Appropriately fitted, indirectly-vented goggles, goggles must fit snugly, particularly from the corners of the eye across the brow)	Pieces	10
7.	Outer Gowns/Apron	Preferably 100 % cotton Sleeves: It must have a head cover, full arm sleeve and up to foot cover in one piece. Back closing with 2 to 4 tie pairs, including 2 at waist level. It should be • Liquid proof, stain resistant • High quality stitches, lamination with adhesive tapes • Water –resistant • Stiches, Leg gate ups & Arm protectors must be impermeable to water • Water proof double-layered zippers • Compatible with chlorine beach or high temperature more than 121 degree centigrade	Pieces	6
8.	Soap	Liquid- 500ML	Bottle	400
9.	Hand Wash Stations	20 Ltr tanks with all needed accessories and hardware like (steel holder and all mechanical components)	units	2

SECTION V: PRICE SCHEDULE

Notes:

- a) Each and every supplier shall be required to independently submit their populated price schedules **inclusive of all Taxes** (VAT, excise duty etc.) that will be valid for a period of 6 months.
- b) The actual time for delivery of the goods by the successful bidder is **1 month (30 days)** from the issuance of purchase order/contract.
- c) All deliveries shall be made to AAMIN stores or as otherwise indicated in accordance with the Delivery Schedule.

#	Item	Description	Unit of Measure	Quantity	Unit Price (USD)	Total price (USD)	Remarks (e.g country of origin etc)Brand
1.	Hand Sanitizers	500 ML (Minimum 70% alcohol content)	Bottles	400			
2.	Surgical Masks	Type IIR, good breathability, internal and external faces should be clearly identified, 98% droplet filtration, preferably fluid resistance for disposable	Box	400			
3.	Disposable Face Mask	NIOSH-approved N95 filtering facepiece respirator or higher	Pieces	100			
4.	Surgical Gloves	Gloves examination, Nitrile, Disposable, powder free, size: M/L/XL	Box of 100 each	30			
5.	Thermometers	Medical Non-contact Thermometer, Infrared Thermometer, temperature range 35°C-42°C, digital display, memory 32, size 150*90*43mm	Unit	6			
6.	Protective safety Goggles	Appropriately fitted, indirectly-vented goggles, goggles must fit snugly, particularly from the corners of the eye across the brow)	Pieces	10			
7.	Outer Gowns/Apron	Preferably 100 % cotton Sleeves: It must have a head cover, full arm sleeve and up to foot cover in one piece. Back closing with 2 to 4 tie pairs, including 2 at waist level. It should be	Pieces	6			

#	Item	Description	Unit of Measure	Quantity	Unit Price (USD)	Total price (USD)	Remarks (e.g country of origin etc)Brand
		• Liquid proof, stain resistant • High quality stitches, lamination with adhesive tapes • Water –resistant • Stiches, Leg gate ups & Arm protectors must be impermeable to water • Water proof double-layered zippers • Compatible with chlorine beach or high temperature more than 121 degree centigrade					
8.	Soap	Liquid- 500ML	Bottle	400			
9.	Hand Wash Stations	20 Ltr tanks with all needed accessories and hardware like (steel holder and all mechanical components)	units	2			

Name of Tenderer _____

Name and Capacity of authorized person signing the Tender _____

Signature of authorized person signing the Tender _____

Stamp of Tenderer _____

SECTION VI: EVALUATION CRITERIA

A) Preliminary Examination

All Bids Submitted shall be subjected to a technical Evaluation based on the requirements listed below.

#	Mandatory Requirements	Pass/Fail
1.	Completed and signed Form of Tender – Form A	
2.	Completed Confidential Business Questionnaire – Form B	
3.	Signed and stamped Tender Declaration - form C	
4.	Tax Compliance Certificate	
5.	Certificate of Incorporation/Registration	

NOTE: Failure to comply with Mandatory requirements will lead to disqualification. Only bidders who are successful at this stage will proceed to the next stage of evaluation.

B) Technical Evaluation (Non-Scoring)

Criteria	Yes/No
Proof of Past Experience The Bidder to provide at least ONE reference letter/certificate of completion/contract/PO from previous/Current Clients duly signed and Stamped for supply of similar items. <i>Verdict: At least one copy of evidence the bidder is. If none it is a Fail</i>	

NOTE: *Only bidders who are successful at this stage will proceed to the next stage of evaluation.*

C) Financial Evaluation

Bidders who are successful at preceding stages of evaluation will have their prices compared and award recommended to the lowest evaluated responsive bid.

SECTION VII: STANDARD FORMS

FORM A– FORM OF TENDER

Tender No: **AO/00674/2021/HEALTH /GALKAYO/SHF 18214**

Tender Name: **Supply and Delivery of Medical Items for the COVID-19 Emergency**

**AAMIN Organization
96, Taleh Street, Hodan District
P.O Box 234 Mogadishu,
Somalia Tel: +252619520460,**

Dear Sir or Madam,

Having examined the tender documents, we, the undersigned, offer to Supply and Delivery of Medical Items for the COVID-19 Emergency in conformity with the said tender documents for the sum of *Insert..... (in figures) Total tender amount in words]

.....

1. We will grant a discount of (0%), or {... } of overall price in the event of being awarded this tender
2. or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
3. We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Instruction to Tenderers.
6. We agree to abide by this Tender for a period of **60 days** from the date fixed for tender opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
7. We agree to adhere to all of the terms and conditions of the contracting authority as provided in the tender dossier.
8. We confirm that we are not engaged in any corrupt, fraudulent, collusive or coercive practices and acknowledge that if evidence contrary to this exists, AAMIN ORGANIZATION reserves the right to terminate the contract with immediate effect.
9. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of Signed.....

In the capacity of **[insert: title or position]**

Duly authorized to sign tender for and on behalf of [insert: name of tenderer]

FORM B- CONFIDENTIAL BUSINESS QUESTIONNAIRE

I/WeHereby submit our technical proposal for the proposed
(Name of Company)

Supply of:
(Item/Work/Service Description)

Company Registration
(Attach a copy of the registration certificate)

Tax/ VAT Registration Certificate (PIN):(Attach)

Website Address Post Office Address:
Town Street:
Name of Building: Room/Office:Floor Number:
Telephone No: Email:
Full name of Applicant:
Other Branches Location:

Organization and Business Information

Chief Executive /Managing Director

Name:

Marketing Manager

Name:

Accountant

Name:

Please provide details of the goods/services your organization supplies:
(attach Company Profile)

Net Worth Equivalent in USD:

Bank Reference and Address to be contacted by Aamin if required:

Bank Name:

Bank Branch:

Contact Name: Position:

Email Address: Telephone Number:

Name of duly authorized person to sign for and on behalf of the Tenderer.....

Designation of the duly authorized person.....

Signature of the duly authorized person.....

FORM C: TENDER DECLARATION FORM

Item	Question	Bidder Response
		Yes/No
1	Supplier accepts Aamin Terms and condition of Purchase process and that any work awarded from this tender process will be completed under the Terms and Condition of Purchase specified in the GCC and SCC	
2	The Supplier and its staff (and any sub-contractors used) agree to comply with Aamin policies and code of conducts listed below, throughout this tender process and during the term of any contract awarded. Please find the Aamin policies from: www.aamin.so	
	Codes of Conduct:	
	Bribery and Corruption	
	Whistle blowing policy	
	Child protection policy	
3	The supplier confirms that it is not on any prohibited parties or Government Blacklist.	

Name of duly authorized person to sign for and on behalf of the Tenderer.....

Designation of the duly authorized person.....

Signature of the duly authorized person.....

FORM D - PAST EXPERIENCES

Provide a brief summary of previous work (attach LPO or contract Award letter) for at least One client

1. Name of 1st Client (Organization)

- (i) Name of Client (Organization:
- (ii) Address:
- (iii) Contact Person:
- (iv) Tel Number:
- (v) Value of Contract:
- (vi) Signature and Stamp of the Organization/Company (**Present recommendation letter or PO or contract**)

2. Name of 2nd Client (Organization)

- (i) Name of Client (Organization:
- (ii) Address:
- (iii) Contact Person:
- (iv) Tel Number:
- (v) Value of Contract:
- (vi) Signature and Stamp of the Organization/Company (**Present recommendation letter or PO or contract**)

FORM E: FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made the [*insert: number*] day of [*insert: month*], [*insert: year*].

- 1 THIS AGREEMENT made the day of 21 between..... [*name of Procurement entity*] of [*country of Procurement entity*] (hereinafter called “the Procuring entity”) of the one part and [*insert: name of Tenderer*], a corporation incorporated under the laws of [*insert: country of Tenderer*] and having its principal place of business at [*insert: address of Tenderer*] (hereinafter called “the Supplier”).
- 2 WHEREAS the Procuring entity invited tenders for certain goods and ancillary services, viz., [*insert: brief description of goods and services*] and has accepted a tender by the tenderer for the supply of those goods and services in the sum of [*insert: contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 3 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 4 The following documents shall constitute the Contract between the Purchaser and the Tenderer, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Functional Requirements and Implementation Schedule)
 - (e) The Supplier’s original Price Schedules
 - (f) [*Add here: any other documents*]
- 5 In consideration of the payments to be made by the Procuring Entity to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 6 The Procuring Entity hereby covenants to pay the Tenderer in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____