



MULTISECTOR EMERGENCY RESPONSE ACTION FOR POPULATION IN EMERGENCIES AND CRISIS IN SOUTH CENTRAL SOMALIA/SOMALILAND

PUBLICATION REF: ECHO MER-V/027/2018/LQ

PROJECT CODE: ECHO/-HF/BUD/2018/91000

SUBJECT: REQUEST FOR QUOTATIONS FOR PROVISION OF FODDER TO DROUGHT AFFECTED VILLAGES IN LUUQ DISTRICT, GEDO REGION

COOPERAZIONE INTERNAZIONALE (COOPI) is implementing ECHO funded project titled “**Multisector Emergency Response Action for Population in Emergencies and Crisis in South Central Somalia/Somaliland**”. The specific objective of the Action is to **Enhance protection and restoration of productive assets for Agro-pastoral/IDP livelihoods and Improve access to food**. One of the main results of this Action is to reduce the incidence of diarrheal through increased access to safe drinking water and appropriate hygiene and sanitation practices. As part of the activities supporting this result and respond to the emergency needs as a result of the prevailing drought, **COOPI** intends to provide emergency fodder for 250 HHs drought affected pastoralists in Luuq District. Submitted bids should indicate the price per unit and should be valid for a period of **90** days from the date of the bid.

COOPI invites qualified suppliers/contractors to collect quotation bidding documents as specified herein below.

Soft copy of tender documents (tender notice/dossier) with detailed specifications can be obtained from Somalia NGO Consortium Website www.somaliangoconsortium.org/career as from **September 10th, 2018**.

The quotations should be addressed to **COOPERAZIONE INTERNAZIONALE (COOPI)** in sealed envelope marked: **ECHO MER-V/027/2018/LQ “PROVISION OF FODDER TO DROUGHT AFFECTED VILLAGES IN LUUQ DISTRICT, GEDO REGION”**.

Costs incurred by the supplier in preparing and submitting the quotation will not be reimbursed.

The deadline for submitting the Bid is **15.00 hours, East African Time on September 13th, 2018** at the **COOPI Mogadishu Office**. Any tender received after this deadline will not be considered.

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A. RECEIPT OF THE REQUEST FOR QUOTATION DOCUMENT BY THE CONTRACTORS

We hereby declare that Mr. / Mrs

Company Position from the company

Received the invitation referred to **PROVISION OF FODDER TO DROUGHT AFFECTED VILLAGES IN LUUQ DISTRICT, GEDO REGION.**

By quotation reference number

On the date:

Signature: Stamp

B. INSTRUCTIONS TO TENDERERS

PUBLICATION REF: ECHO MER-V/027/2018/LQ

1. Tasks to be executed

- 1.1. **COOPERAZIONE INTERNAZIONALE (COOPI)** is implementing ECHO funded project titled “**Multisector Emergency Response Action for Population in Emergencies and Crisis in South Central Somalia/Somaliland**”.
- 1.2. The subject of the contract is the following:
PROVISION OF FODDER TO DROUGHT AFFECTED VILLAGES IN LUUQ DISTRICT, GEDO REGION.
- 1.3. Only bids complete with all the quantities and specifications as required in **Annex VI** will be taken into consideration.

2. Participation

- 2.1. All qualified contractors in Somalia and able to work in **Luuq** District are eligible for participation in the bidding but the contractors must prove they have a curriculum with relevant prior experiences in the field and in NGO’s projects. Contractors must also prove to the Contracting Authority that they comply with the necessary legal, technical and financial requirements. **COOPI** reserves the right to ask for more documentation.
- 2.2. The contracting authority will exclude from participation in a procurement procedure any contractor falling into any of the following cases:
 - a. They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - b. They have been convicted of an offence concerning their professional conduct by a judgment that has the force of res judicata;
 - c. They have been guilty of grave professional misconduct proven by any means that the contracting authority can justify;
 - d. They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
 - e. They have been the subject of a judgment that has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the Communities’ financial interests;
 - f. Following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Contractors have to declare in writing they are not in one of the situations listed above.

- 2.3 Contracts shall not be awarded to contractors who, during the procurement procedure:
- a. Are subject to a conflict of interest;
 - b. Are guilty of misrepresentation in supplying the information required by the humanitarian organisation as a condition of participation in the contract procedure or fail to supply this information.
 - c. Contractors who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded. That rate may be increased to 20% in the event of a repeat offence within five years of the first infringement.
- 2.4 To be eligible for participation in this tender procedure, contractor must prove to the satisfaction of the Contracting Authority that they comply with the necessary legal, technical and financial requirements and have the wherewithal to carry out the contract effectively.

3. Submission of Tenders

3.1. Required documentation

1. Contractors should provide the following documentation:
 - A. Company Registration Certificate (Pin No., Registration with Local Authorities as applicable etc).
 - B. A duly stamped Bank Statement proving ownership of a commercial bank account or evidence of professional risk indemnity insurance.
 - C. Statement of the overall turnover concerning the supplies covered by the contract during a period which may be no more than the last three financial years.
 - D. A Company profile in order to proof technical and professional capacity. These have to include the following information's':
 - A list of the principal activities realized in the past three years, with the sums, dates and recipients, public or private.
 - A description of the measures employed to ensure the quality of the activities.
 - Description of structures, instruments and equipment that will be used to accomplish the contract.
 - An indication of the technicians or technical bodies involved, whether or not belonging directly to the firm, responsible for the maintenance of the equipment.
 - Statement of the average workforce employed every year in the last three years and of the number of Managers.
 - CV of at least 3 managers/ technical staff that the company will involve in the implementation of these tender activities.
- 2 Ethical Manufacturing Standards Declaration (Annex IV)

This is a signed statement declaring, under their responsibility, that all of the activities/supplies/works offered have to be realized in accordance with international rules against exploitation of child labour and gender discrimination.

3. Financial Offer:

The offer must be drawn up using the BoQ form annexed to the present invitation to quote and following **COOPI** guidelines. The BoQ form can be typed or hand-written with indelible ink. All sections of the form (**Annex V**) must be completed. For being eligible the financial offer **MUST**:

- Offered prices must be quoted in USD.
- Offered prices shall be VAT included (where applicable).
- Offered prices should be inclusive of delivery and transportation costs of the materials to the target project sites. **No additional fee will be paid for transportation.**
- Price must be valid and fixed for a period of **90 days** from the deadline of the offer submission. **No modification will be accepted from the moment the offer is received.**

4. Presentation of bid

- a) Offers must be received before the deadline which is on **September 13th, 2018 at 15:00 hours (EAT)**.
- b) **Quotations bids, inclusive of all the documents above, must be closed in a sealed envelope. All quotation bids must be received at the COOPI Mogadishu Office.**

The envelope **must be sealed** and bear only:

- The address for submission of Quotations
- The reference of the Quotation request.
- The name of the Contractor

Any infringement of this requirement (e.g. unsealed envelopes) will be regarded as a breach of the rules and will lead to rejection of the Bid. The tender bids, will be registered by **COOPI** in an appropriate document immediately after reception and the bidder will receive prove of its consignment. This deadline has to be considered as a fix term and **COOPI** will not accept any delay justification *even if due to the post service*.

4. Additional information

- 4.1. If the Contracting Authority, either on its own initiative or in response to a request from a prospective contractor, provides additional information on the bid dossier, it must send such information in writing to all other prospective contractors at the same time.
- 4.2. Any prospective contractor seeking to arrange individual meetings with the Contracting Authority during the tender period may be excluded from the bid procedure.

5. Bids Evaluation

5.1 **COOPI** will evaluate the bids on the basis of the following criteria, from the highest to the lowest:

- Curriculum of the company (especially relevant prior experience in the field and in NGO or International Agency projects)
- All legal requirements as per of operation e.g certificate of registration etc.
- Bid Value,
- Delivery Time.

Any bidder failing to adhere to the tender procedures will automatically be disqualified.

5.2 The Evaluation steps will be:

a) Examination of the administrative conformity of Bids

The aim at this stage is to check that bids comply with the essential requirements. A bid is deemed to comply if it satisfies all the conditions, procedures and specifications in the quotation dossier without substantially departing from or attaching restrictions to them.

b) Technical Evaluation

After analyzing the bid deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each bid, classifying it as technically compliant or non-compliant. The technical evaluation will be based on both the task to be carried out under the bid, and the professional ability of the contractor. Decisions to the effect that a bid is not technically compliant must be duly justified in the evaluation minutes.

To facilitate the examination, evaluation and comparison of bids, the evaluation committee may ask each contractor individually for clarification of their bid, including breakdowns of prices. The request for clarification and the response must be in writing only, but no change in the price or substance of the bid may be sought, offered or permitted, except to correct arithmetical errors or formulae.

c) Financial Evaluation

The rates and prices inserted in the bill of quantities must correspond to the conditions laid down in the quotation documents. The financial and economic standing of the contractor will be evaluated by the evaluation committee.

d) Award criteria

The evaluation committee will not necessarily choose on the basis of lowest price alone but will award one of received offer on the basis of value for money, price, quality, compliance with international norms, and delay for delivery. The experience of the contractor in the performance of similar contracts will be as well a criterion for selection

6. Language of Offers

All correspondence and documents related to the quotation procedure, contracts and reporting shall be written in English.

7. General conditions of the contract agreement

- Payments shall be approved by **COOPI Regional Representative** and made in **USD** only by bank transfer after the presentation of regular invoices backed by certificate of interim or completion of works from the engineer.
- Payments will be made by **COOPI Office in Nairobi** through bank transfer with the following schedule time
- 90% (ninety) of the contract price shall be paid after 30 (thirty) days upon completion of the entire delivery and acceptance of the goods issued within stipulated time of the delivery
- 10% (ten) of the contract price, as payment of the balance outstanding, following final acceptance of the goods and issuance of certificate of completion, maximum after 30 (thirty) days.

- The successful contractor will be informed in writing that their tender has been accepted (notification of award).
- **COOPI** reserves the right to apply to the supplier a penalty of 500 (five hundred) USD for each day of delay in the foreseen delivery time.

8. Ethics Clauses

- 8.1 Any attempt by a candidate or contractor to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing bids will lead to the rejection of their candidacy or bid and may result in administrative penalties.
- 8.2 Without the Contracting Authority's prior written authorisation, a contractor and its staff or any other company with which the contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out work or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 8.3 When putting forward a candidacy or bid, the candidate or contractor shall declare that he is affected by no potential conflict of interest and has no particular link with other contractor or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the Contracting Authority.
- 8.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. The Contractor shall refrain from making public statements about the project or services without the Contracting Authority's prior approval. The Contractor may not commit the Contracting Authority in any way without its prior written consent.
- 8.5 For the duration of the contract the Contractor and its staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.
- 8.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and their staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 8.7 The Contractor and their staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor shall be confidential.
- 8.8 The contract shall govern the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 8.9 The Contractor shall refrain from any relationship likely to compromise her/his independence or that of their staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice, and without the Contractor having any claim to compensation
- 8.10 The Contracting Authority reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- 8.11 All bids will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses.

- 8.12 Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.
- 8.13 The Contractor shall supply the Contracting Authority on request with all supporting documents relating to the conditions of the contract's execution. The Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.
- 8.14 When putting forward a candidacy or bid, the candidate or contractor shall declare its commitment to the non-exploitation of child labour and to the respect of basic social rights and working conditions. The Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence of the enforcement of the above mentioned principles.

9. Cancellation of the Quotation Procedure

9.1 In the event of a quotation procedure's cancellation, contractors will be notified by the Contracting Authority. If the quotation procedure is cancelled before of any bid has been opened, the sealed envelopes will be returned, unopened, to the contractors.

9.2 Cancellation may occur where:

- The bidding procedure has been unsuccessful, namely where no qualitatively or financially worthwhile quotations has been received or there has been no response at all;
- The economic or technical parameters of the project have been fundamentally altered;
- Exceptional circumstances or force majeure render normal performance of the project impossible;
- All technically compliant quotations exceed the financial resources available;
- There have been irregularities in the procedure, in particular where these have prevented fair competition.

9.3 In no circumstances will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a bid, even if the Contracting Authority has been advised of the possibility of damages. The publication of a procurement notice does not commit the Contracting Authority to implement the programme or project announced.

9.4 The Contractor shall provide any detailed information requested by the Contracting Authority, the Donor, the European Anti-Fraud Office (OLAF), and the Court of Auditors, or by any other qualified outside body chosen by the Donor or by the Contracting Authority for the purposes of checking that the activities implemented in the context of the present contract are being properly carried out.

10. Rule of Origin

According to the Common Implementing Rules (CIR) and considering the total amount involved, this tender procedure benefits from the general derogation to the rule of origin for supplies.

C. ANNEXES

Annex I: BID FORM

TITLE OF CONTRACT: PROVISION OF FODDER TO DROUGHT AFFECTED VILLAGES IN LUUQ DISTRICT, GEDO REGION

PUBLICATION REF: ECHO MER-V/027/2018/LQ

Place:

Date:

**To: COOPI – Cooperazione Internazionale
Mogadishu Office**

1 SUBMITTED BY

	Name(s) of Contractor(s)	Nationality
Leader		
Partner 1*		
Etc ... *		

* add/delete additional lines for partners as appropriate. Note that a subcontractor is not considered to be a partner for the purposes of this quotation procedure. If this bid is being submitted by an individual contractor, the name of the contractor should be entered as '**leader**' (and all other lines should be deleted)

2 CONTACT PERSON (for this Tender)

Name	
Address	
Telephone	
Fax	
E-mail	

Annex II: CONTRACTOR'S DECLARATION(S)

TITLE OF CONTRACT: PROVISION OF FODDER TO DROUGHT AFFECTED VILLAGES IN LUUQ DISTRICT, GEDO REGION

PUBLICATION REF: ECHO MER-V/027/2018/LQ

To be Completed and signed by the Contractor (including one from each partner in a consortium).

In response to your letter of invitation to bid for the above contract, we, the undersigned, hereby declare that:

1. We have examined and accept in full the content of the dossier for invitation to tender **ECHO MER-V/027/2018/LQ of September 10th, 2018**. We hereby accept its provisions in their entirety, without reservation or restriction.
2. We offer to deliver, in accordance with the terms of the quotation dossier and the conditions and time limits laid down, without reserve or restriction.
3. This tender is valid for a period of (.....) days from the final date for submission of tenders, i.e. until (.....).
4. We are submitting this application in our own right and (as partner in the consortium led by [*name of the leader / ourselves*] for this bid. We confirm that we are not bidding for the same contract in any other form. (We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorized to bind, and receive instructions for and on behalf of, each member, that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance).
5. We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award will be considered null and void.
6. We agree to abide by the ethics clauses that we have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application.
7. We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the European Communities.
8. We note that the Contracting Authority is not bound to proceed with this invitation to bid and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

Name and Surname: (.....)

Duly authorized to sign this tender on behalf of: (.....)

Place and date: (.....)

Stamp of the firm/company:

Annex III: Declaration for Undertaking by Contractor

TITLE OF CONTRACT: PROVISION OF FODDER TO DROUGHT AFFECTED VILLAGES IN LUUQ DISTRICT, GEDO REGION

PUBLICATION REF: ECHO MER-V/027/2018/LQ

To be Completed and signed by the Contractor (including one from each partner in a consortium).

I, the undersigned owner/legal Representative of the company declare under my legal responsibility that we are **NOT** in any of the situations excluding us from participating in contracts which are listed hereinafter,

- a. Bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b. Been convicted of an offence concerning their professional conduct by a judgment that has the force of res judicata;
- c. Been guilty of grave professional misconduct proven by any means that the contracting authority can justify;
- d. Have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e. Been the subject of a judgment that has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f. Following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

In the event that our quotation is successful, we undertake to provide the proof usual under the law of the country in which we are established that we do not fall into the exclusion situations listed in article 2. The date on the evidence or documents provided will be no earlier than 180 days before the deadline for submission of tenders and, in addition, we will provide a sworn statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

Name and Surname: (.....)

Duly authorized to sign this tender on behalf of: (.....)

Place and date: (.....)

Stamp of the firm/Company:

Annex IV: ETHICAL MANUFACTURING STANDARD DECLARATION

TITLE OF CONTRACT: PROVISION OF FODDER TO DROUGHT AFFECTED VILLAGES IN LUUQ DISTRICT, GEDO REGION

PUBLICATION REF: ECHO MER-V/027/2018/LQ

To be Completed and signed by the Contractor (including one from each partner in a consortium).

In response of your letter of invitation to bid for the above contract, we, the undersigned, hereby declare that all the works offered will be realized in accordance with International Rules against exploitation of child labor and gender discrimination, as well as in the respect of basic social rights and working conditions.

Name and Surname: (.....)

Duly authorized to sign this tender on behalf of: (.....)

Place and date: (.....)

Stamp of the firm/Company:

ANNEX V: LOCATIONS & FINANCIAL OFFER (BILL OF QUANTITIES)

TITLE OF CONTRACT: PROVISION OF FODDER TO DROUGHT AFFECTED VILLAGES IN LUUQ DISTRICT, GEDO REGION

PUBLICATION REF: ECHO MER-V/027/2018/LQ

Location of the Target Locations for Supply of Emergency Fodder

S/N	LOCATION
1	Bohol Yahas
2	Buyle
3	Gabaa
4	Shatilow

ANNEX VI: FINANCIAL OFFER (BILL OF QUANTITIES)

TITLE OF CONTRACT: PROVISION OF FODDER TO DROUGHT AFFECTED VILLAGES IN LUUQ DISTRICT, GEDO REGION

PUBLICATION REF: ECHO MER-V/027/2018/LQ

Indicate Delivery time/Period of Execution (**obligatory**): _____

1. QUOTATION REQUEST FOR PROVISION OF FODDER TO DROUGHT AFFECTED VILLAGES IN LUUQ DISTRICT, GEDO REGION

Object: Quotation Request		N.		10/09/2018	
S/N	DESCRIPTION	M. UNIT	QTY	UNIT PRICE USD	TOTAL PRICE USD
1	Fodder bales/bundles (baled fodder or equivalent fodder bundles from local farms in Bohol Yahas village-Luuq district	Bales/bundles	1		
2	Fodder bales/bundles (baled fodder or equivalent fodder bundles from local farms in Buyle village-Luuq district	Bales/bundles	1		
3	Fodder bales/bundles (baled fodder or equivalent fodder bundles from local farms in Gabaa village-Luuq district	Bales/bundles	1		
4	Fodder bales/bundles (baled fodder or equivalent fodder bundles from local farms in Shatilow village-Luuq district	Bales/bundles	1		
TOTAL OFFER IN USD					
Time for Delivery					
Payment Terms		100% After Delivery			
Supplier Details:					
Company Name:			Contact Person:		
Company's Rep. I/D or passport copy			Role/Position:		
Official Stamp:			Other		
Telephone n.:					
Signature:			Date		