



**SOCIAL-LIFE AND AGRICULTURAL DEVELOPMENT ORGANIZATION**

**INVITATION TO TENDER FOR PROCUREMENT OF IRRIGATION  
SUPPLY IN BELEDWEYN.**

**Social-life and Agricultural Development Organization  
(SADO)**

Invitation to Tender No.: T/ I/S /Beledweyn/DRA-SOMJR/079/2024

Issued Date: [11/11/2024]

Submission Deadline: 25/11/2024



## **Introduction**

Social-Life and Agricultural Development Organization (SADO) is a non-partisan non-governmental, not for profit organization. SADO was Established in 1994, With its headquarters in Mogadishu, Somalia, SADO has operational presence and experience in South Central Somalia. The organization has ambitions to expand into the greater East-African region.

SADO pursues a rights-based approach grounded on the belief that people are entitled to basic conditions of living with dignity and access to opportunity and dignity, as a basis of fulfilling their human potential. SADO therefore seeks to stimulate sustainable developmental change amongst vulnerable communities living in the Horn of Africa region. SADO's mandate and core business is facilitating community development. These ambitions are realized through (core strategies) of knowledge transfer, influencing, brokering linkages and facilitating/implementing integrated people centered humanitarian and development programs. The main developmental approach of SADO is enabling the communities find solutions to their socio-economic challenges.

SADO has an impressive track record and experience in implementing community anchored programs in Peace and Governance, Education, Livelihoods, and Food Security, Water Sanitation and Hygiene (WASH). Additionally, human rights, gender and environment have over time been addressed by SADO as cross-cutting issues. The main target groups of SADO include vulnerable and marginalized pastoralists (individuals, families, groups and communities). SADO has a well-defined and functional internal organizational structure. SADO works through a number of well resourced (staff, infrastructure, equipment) field offices. Policy and strategic guidance, leadership and oversight are offered by a diverse and competent Board of Directors (BOD).

## **PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS**

### **1.1 Invitation to Bidders**

This Invitation to Tender (the “ITT”) is an invitation by SADO) to prospective bidders to submit bids for the procurement of Irrigation Supply in beledweyn, Hirshabelle State Somalia, as further described in Section A of the ITT Particulars (Appendix D) (the “Deliverables”).

### **1.2 ITT Contact**

**For the purposes of this procurement process, the “ITT Contact” will be:**

**Mogadishu Office** Physical address: Bula Hubey section, Wadajir District behind Aden Adde Hospital Mogadishu, Somalia, Telephone +252614122223 Procurement and Logistics office Email: [procurement@sadosomalia.org](mailto:procurement@sadosomalia.org) and copy to [sado@sadosomalia.org](mailto:sado@sadosomalia.org)

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of SADO, other than the ITT Contact, concerning matters regarding this ITT. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder’s bid.

### **1.3 Type of Contract for Deliverables**



The selected bidder will be required to enter into an agreement with SADO for the provision of the Deliverables in the form attached as Appendix A to the ITT (the “Agreement”). It is the SADO’s intention to enter into the Agreement with only one (1) legal entity. The term of the Agreement is to be for a period of [Three (3) Months], with an option in favors of SADO to extend the Agreement on the same terms and conditions for an additional term of up to.

**1.4 ITT Timetable**

Issue Date of ITT	11/11/2024
Deadline for Questions	20/11/2024
Submission Deadline	25/11/2024
Anticipated Execution Date for Agreement	28/11/2024

The ITT timetable is tentative only, and may be changed by SADO at any time.



## **1.5 Submission of Bids**

### **1.5.1 Bids to be Submitted at Prescribed Location**

#### **Bids must be submitted at:**

All bids must be submitted before on **25 /11/ 2024 at 5:00 PM** at the address mentioned above in a sealed envelope or by email, at [Procurement@sadosomalia.org](mailto:Procurement@sadosomalia.org) Late Bids will be automatically **REJECTED**.

SADO will not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and submission of their bids to SADO.

### **1.5.2 Bids to be submitted on Time**

Bids must be submitted at the location set out above on or before the Submission Deadline. Bids submitted after the Submission Deadline will be **rejected**. Onus and responsibility rest solely with the bidder to deliver its bid to the exact location (including floor, if applicable) indicated in the ITT on or before the Submission Deadline. The SADO does not accept any responsibility for submissions delivered to any other location by the bidder or its delivery agents. Bidders are advised to make submissions well before the deadline. Bidders making submissions near the deadline do so at their own risk.

### **1.5.3 Bids to be submitted in Prescribed Format**

Bids should be prominently marked with the ITT title and number (see ITT cover page), with the full legal name and return address of the bidder.

### **1.5.4 Amendment of Bids**

Bidders may amend their bids prior to the Submission Deadline by submitting an updated bid via email. Bidders should ensure the new submission clearly indicates which parts of the bid the amendment is intended to amend or replace. The new submission should be prominently marked with the ITT title and number and the full legal name and return address of the bidder to the location set out above.

### **1.5.5 Withdrawal of Bids**

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid, a notice of withdrawal must be sent to the ITT Contact prior to the Submission Deadline and must be signed by an authorized representative of the bidder. SADO is under no obligation to return withdrawn bids.

### **1.5.6 Bids Irrevocable after Submission Deadline**

Bids shall be irrevocable for a period of 90 days running from the moment that the Submission Deadline passes.

**(End of Part 1)**



## **PART 2 – EVALUATION AND AWARD**

### **2.1 Stages of Evaluation**

**SADO will conduct the evaluation of bids in the following stages:**

#### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which bids comply with all of the mandatory submission requirements. Bids that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of SADO, be disqualified and not evaluated further. The mandatory submission requirements are listed in Section C of the ITT Particulars (Appendix D).

##### **2.2.1 No Amendment to Forms**

Other than inserting the information requested on the mandatory submission forms set out in the ITT, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified.

#### **2.3 Stage II – Mandatory Technical Requirements**

Stage II will consist of a review to determine which bids comply with all of the mandatory technical requirements. Bids that do not comply with all of the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of SADO, be rejected. The mandatory technical requirements are listed in Section D of the ITT Particulars (Appendix D).

#### **2.4 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing of each compliant bid in accordance with the evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

#### **2.5 Selection of Lowest Compliant Bidder**

Subject to the SADO's reserved rights, the compliant bidder with the lowest pricing will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected bidder will be determined by way of a draw.

#### **2.6 Notice to Bidder and Execution of Agreement**

Notice of selection by SADO to the selected bidder shall be in writing. The selected bidder shall execute the Agreement in the form attached as Appendix A to this ITT and satisfy any other applicable conditions of this ITT, including the pre-conditions of award listed in Section E of the ITT Particulars (Appendix D), within fifteen (10) days of notice of selection. This provision is solely for the benefit of SADO and may be waived by SADO.



## **2.7 Failure to Enter into Agreement**

If a selected bidder fails to execute the Agreement or satisfy any applicable conditions within fifteen (15) days of notice of selection, SADO may, without incurring any liability, proceed with the selection of another bidder and pursue all other remedies available to SADO.

**[End of Part 2]**

## **PART 3 – TERMS AND CONDITIONS OF THE ITT PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 ITT Incorporated into Bid**

All of the provisions of this ITT are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations or contingent statements to the terms as set out in this ITT, including the terms of the Agreement in Appendix A, either as part of its bid or after receiving notice of selection, may be disqualified. If a bidder is not disqualified despite such changes or qualifications, the provisions of this ITT, including the Agreement set out in Appendix A, will prevail over any such changes or qualifications in the bid.

#### **3.1.2 Bidders to Follow Instructions**

Bidders should structure their bids in accordance with the instructions in this ITT. Where information is requested in this ITT, any response made in a bid should reference the applicable section numbers of this ITT.

#### **3.1.3 Bids in English**

**All bids are to be in English only.**

#### **3.1.4 No Incorporation by Reference**

The entire content of the bidder's bid should be submitted in a fixed form, and the content of websites or other external documents referred to in the bidder's bid but not attached will not be considered to form part of its bid.

#### **3.1.5 Past Performance**

In the evaluation process, the SADO may consider the bidder's past performance or conduct on previous contracts with the SADO or other institutions.

#### **3.1.6 Information in ITT Only an Estimate**

SADO and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this ITT or issued by way of addenda. Any quantities shown or data contained in this ITT or provided by way of addenda are estimates only, and are for the sole purpose of indicating to bidders the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this ITT.



### **3.1.7 Bidders to Bear Their Own Costs**

The bidder will bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or demonstrations.

### **3.1.8 Bid to be Retained by SADO**

SADO will not return the bid or any accompanying documentation submitted by a bidder.

### **3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract**

Unless otherwise expressly stated in the ITT, SADO makes no guarantee of the value or volume of work to be assigned to the successful bidder. The Agreement will not be an exclusive contract for the provision of the described Deliverables. SADO may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

## **3.2 Communication after Issuance of ITT**

### **3.2.1 Bidders to Review ITT**

**Bidders shall promptly examine all of the documents comprising this ITT, and**

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the ITT Contact on or before the Deadline for Questions. All questions or comments submitted by bidders by email to the ITT Contact shall be deemed to be received once the email has entered into the ITT Contact's email inbox. No such communications are to be directed to anyone other than the ITT Contact, and SADO shall not be responsible for any information provided by or obtained from any source other than the ITT Contact. SADO is under no obligation to provide additional information. It is the responsibility of the bidder to seek clarification from the ITT Contact on any matter it considers to be unclear. SADO shall not be responsible for any misunderstanding on the part of the bidder concerning this ITT or its process.

### **3.2.2 All New Information to Bidders by Way of Addenda**

This ITT may be amended only by addendum in accordance with this section. If SADO, for any reason, determines that it is necessary to provide additional information relating to this ITT, such information will be communicated to all bidders by addenda. Each addendum forms an integral part of this ITT and may contain important information, including significant changes to this ITT. Bidders are responsible for obtaining all addenda issued by SADO.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If SADO determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, SADO may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 Verify, Clarify and Supplement**



When evaluating bids, SADO may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidder's bid. The response received by SADO shall, if accepted by the SADO, form an integral part of the bidder's bid.

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Bidders**

Once the Agreement is executed by SADO and a bidder, the other bidders shall be notified by public posting in the same manner that this ITT was originally posted of the outcome of the procurement process.

#### **3.3.2 Debriefing**

Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the ITT Contact and must be made within sixty (60) days of such notification.

### **3.4 Conflict of Interest and Prohibited Conduct**

#### **3.4.1 Conflict of Interest**

**For the purposes of this ITT, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:**

- (a) in relation to the ITT process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of SADO in the preparation of its bid that is not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the ITT process (including but not limited to the lobbying of decision makers involved in the ITT process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive ITT process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations contemplated under a contract for the Deliverables, the bidder's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

#### **3.4.2 Disqualification for Conflict of Interest**

SADO may disqualify a bidder for any conduct, situation or circumstances, determined by SADO, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.





### **3.4.3 Disqualification for Prohibited Conduct**

SADO may disqualify a bidder, rescind a notification of selection or terminate a contract subsequently entered into if SADO determines that the bidder has engaged in any conduct prohibited by this ITT.

### **3.4.4 Prohibited Bidder Communications**

Bidders must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict-of-Interest declaration set out in the Submission Form (Appendix B).

### **3.4.5 Bidder Not to Communicate with Media**

Bidders must not at any time directly or indirectly communicate with the media in relation to this ITT or any agreement entered into pursuant to this ITT without first obtaining the written permission of the ITT Contact.

### **3.4.6 No Lobbying**

Bidders must not, in relation to this ITT or the evaluation and selection process, engage directly or indirectly in any form of lobbying whatsoever to influence the selection of the successful bidder(s).

### **3.4.7 Illegal or Unethical Conduct**

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of SADO; deceitfulness; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this ITT.

### **3.4.8 Past Performance or Past Conduct**

SADO may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honor submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by SADO, in its sole and absolute discretion, to have constituted a Conflict of Interest.



### **3.5 Confidential Information**

#### **3.5.1 Confidential Information of SADO**

**All information provided by or obtained from SADO in any form in connection with this ITT either before or after the issuance of this ITT**

- (a) Is the sole property of SADO and must be treated as confidential;
- (b) Is not to be used for any purpose other than replying to this ITT and the performance of the Agreement;
- (c) must not be disclosed without prior written authorization from SADO; and
- (d) must be returned by the bidder to SADO immediately upon the request of SADO.

#### **3.5.2 Confidential Information of Bidder**

A bidder should identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by SADO. The confidentiality of such information will be maintained by SADO, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by SADO to advise or assist with the ITT process, including the evaluation of bids. If a bidder has any questions about the collection and use of personal information pursuant to this ITT, questions are to be submitted to the ITT Contact.

### **3.6 Reserved Rights and Limitation of Liability**

#### **3.6.1 Reserved Rights of SADO**

**SADO reserves the right to**

- (a) make public the names of any or all bidders;
- (b) make changes, including substantial changes, to this ITT provided that those changes are issued by way of addendum in the manner set out in this ITT;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid;
- (d) assess a bidder's bid on the basis of: (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this ITT, consider any other relevant information that arises during this ITT process;
- (e) waive formalities and accept bids that substantially comply with the requirements of this ITT;
- (f) verify with any bidder or with a third party any information set out in a bid;



- (g) check references other than those provided by any bidder;
- (h) disqualify a bidder, rescind a notice of selection or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) select a bidder other than the bidder whose bid reflects the lowest cost to SADO;
- (j) cancel this ITT process at any stage;
- (k) cancel this ITT process at any stage and issue a new ITT for the same or similar deliverables;
- (l) accept any bid in whole or in part; or
- (m) reject any or all bids;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

### **3.6.2 Limitation of Liability**

**By submitting a bid, each bidder agrees that**

- (a) Neither SADO nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this ITT process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and
- (b) The bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the SADO's decision not to accept the bid submitted by the bidder, to enter into an agreement with any other bidder or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.

### **3.7 Governing Law and Interpretation**

**These Terms and Conditions of the ITT Process (Part 3)**

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of SADO; and
- (c) are to be governed by and construed in accordance with the laws of the federal government of Somalia applicable therein.

**[End of Part 3]**



**APPENDIX A – FORM OF AGREEMENT**

**STANDARD DECLARATION STATEMENT**

**Invitation to Tender No.:** T/ I/S /Beledweyn/DRA-SOMJR/079/2024

**In response to your letter of invitation to tender for the above**

**contract, We, the undersigned, hereby declare that:**

- 1** We have examined and accept in full the content of the tender documents for invitation to tender No.----- We hereby accept its provisions in their entirety, without reservation or restriction.
- 2** We offer to deliver (description of supplies) to SADO, in accordance with the terms of the tender dossier:
- 3** The price of our tender (**Including** VAT), if applicable [*excluding the discounts described is:*  
  
..... [*Indicate price quote in USD*]
- 4** We will grant a discount of [%], or [..... USD] [*in the event that we are awarded the contract*].
- 5** This tender is valid for a period of 90 days from the final date for submission of tenders.
- 6** Our firm/company ..... has/have the following nationality:
- 7** We will inform SADO immediately if there is any change in the above circumstances at any stage during the implementation of the tasks. We also fully recognize and accept that inaccurate or incomplete information may result in our exclusion from this and other contracts with SADO.
- 8** We note that the Agency is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** -----

**Official Stamp:** \_\_\_\_\_



## APPENDIX B – SUBMISSION FORM

### 1. Bidder Information

Please fill out the following form, naming one person to be the bidder's contact for the ITT process and for any clarifications or communication that might be necessary.	
Full Legal Name of Bidder:	
Any Other Relevant Name under which Bidder Carries on Business:	
Street Address:	
Phone Number:	
Company Website (if any):	
Bidder Contact Name and Title:	
Bidder Contact Phone:	
Bidder Contact Person:	
Bidder Contact Email:	

### 2. Offer

The bidder has carefully examined the ITT documents and has a clear and comprehensive knowledge of the Deliverables required under the ITT. By submitting a bid, the bidder agrees and consents to the terms, conditions and provisions of the ITT, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in its bid.

### 3. Rates

The bidder has submitted its rates in accordance with the instructions in the ITT and in Pricing (Appendix C) in particular. The bidder confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

### 4. Addenda

The bidder is deemed to have read and accepted all addenda issued by SADO prior to the Deadline for Issuing Addenda.

### 5. No Prohibited Conduct

The bidder declares that it has not engaged in any conduct prohibited by this ITT.



**6. Conflict of Interest**

The bidder must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the ITT. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the bid; AND (b) were employees of SADO within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the bidder will be deemed to declare that (a) there was no Conflict of Interest in preparing its bid; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the ITT.

**Otherwise, if the statement below applies, check the box.**

- The bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its bid, and/or the bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the ITT.

**If the bidder declares an actual or potential Conflict of Interest by marking the box above, the bidder must set out below details of the actual or potential Conflict of Interest:**

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**7. Disclosure of Information**

The bidder hereby agrees that any information provided in this bid, even if it is identified as being supplied in confidence, may be disclosed where required by SADO.

**8. Bid Irrevocable**

The bidder agrees that its tender shall be irrevocable for a period of 14 days following the Submission Deadline.

**9. Execution of Agreement**

The bidder agrees that in the event its bid is selected by SADO, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this ITT in accordance with the terms of this ITT.

**Signature of Bidder Representative:** \_\_\_\_\_

**Name of Bidder Representative:** \_\_\_\_\_

**Title of Bidder Representative:** \_\_\_\_\_

**Date** \_\_\_\_\_

**I have the authority to bind the bidder.**



## **10. Code of Ethical Purchasing/Conduct of the Supplier**

11.1 By signing this Contract, the Supplier agrees to:

- (i) Undertake to carry out its duties to the highest professional standards, in particular in terms of objectivity and impartiality and exclusively in the best interests of SADO and its donors with no consideration linked to possibilities for future contracts;
- (ii) Guaranteeing that there is no Conflict of interest with other commitments or contracts recently concluded or to be concluded either individually or through any consortium to which the contractor might belong or through any subsidiary or related company;
- (iii) Ensure the respect of national and international social and environmental standards and regulations (particularly with regard to Child Labor); Comply with principles of Ethical Transport & Cargo and State that it is not in any of the situations of Exclusion, namely:
  - Being 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;
  - Having been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
  - Having been guilty of grave professional misconduct proven by any means which the concerned contracting authority can justify;
  - having 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 presence of the Purchaser or those of the country where the contract is to be performed;
  - Having been the subject of a judgment for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the financial interests of the Purchaser or its donors;
  - Being currently subject to an administrative penalty for being guilty of misrepresentation in supplying the information required by a contracting authority, for failing to supply this information or for having been declared to be in serious breach of their contractual obligations towards this contracting authority.

11.2 The Supplier hereby accepts responsibility for basic social rights and working conditions (in particular in case of child labour), human rights and environmental conditions under which products are made and services provided and their compliance with Humanitarian Principles of Neutrality. Through acceptance of this contract, the Supplier confirms, or agrees to work towards, compliance with the standards and principles of the Code of Conduct the Supplier shall periodically communicate the contents of, and the requirement for compliance with, the Code of Conduct for Suppliers, to staff, suppliers, sub-contractors and home-workers, and shall monitor and enforce such compliance. The Seller shall report progress in implementing the Code to the purchaser on request, and shall undertake to inform the Purchaser of any significant breach in standards in the Supplier's business or in the supply chain that becomes known to, or is reported by a credible third party to, the Supplier during the course of the relationship.

11.3 Any serious breach of the Code or refusal to implement recommended corrective action will result in a review of the trading relationship and may result in a termination of future orders. However, the Purchaser will agree in turn to take into consideration local custom and practice and to work with the Supplier to meet the targets of continuous improvement.



- 12 All contractors and service providers agree to comply with the SADO's contractors, supplies and service provider supplier ethical declaration accompanying each RFQ/Proposal.
- 12.1 All forms of exploitation and abuse are prohibited (including sexual exploitation and abuse, trafficking in persons, involuntary and child labor). All sexual activity with a child - defined as persons under the age of 18 years is considered sexual abuse regardless of local age of consent.
- 12.2 Commit to ensure that systems are in place to actively prevent, address, and respond to exploitation and abuse.
- 12.3 Provide accessible and confidential reporting options for employees and other stakeholders to report concerns or suspicions of any forms of exploitation and abuse described above.
- 12.4 Commit to protecting reporters or whistleblowers from retaliation.
- 12.5 Should you become aware of any suspected cases of exploitation or abuse as it relates to the implementation of this agreement, SADO requires you to report through any of the following channels:
  - Hotline Number: 5222
  - Email: [sado@sadosomalia.org](mailto:sado@sadosomalia.org)
- 12.6 SADO reserves the right to terminate any relationship for non-adherence to the above mentioned requirements.
- 13 Anti-Fraud, Bribery and Corruption Policy
- 13.1 Commitment to Integrity - SADO & Partners are committed to conducting its operations with the highest standards of integrity and ethical conduct. The Organization strictly prohibits any form of corruption, bribery, fraud or unethical behavior within its operations, suppliers, contractors and partners.
- 13.2 SADO and its partners shall comply with all applicable anti-corruption laws and regulations in the jurisdictions in which they operate.
- 13.3 Prohibition of corruption, bribery and fraud
  - (i) Directly or indirectly offering or accepting bribes in any form.
  - (ii) Engaging in any transaction or arrangement that could be interpreted as corrupt or fraudulent.
  - (iii) Making facilitation payments, which are payments made to expedite or secure performance of a routine governmental action.
- 13.4 Reporting and Accountability - All employees, partners, suppliers, contractors and stakeholders are encouraged to
  - (iv) Report any suspected corruption, bribery, fraud or unethical behavior.
  - (v) Reports can be made confidentially and without fear of retaliation.
  - (vi) SADO shall investigate all reports thoroughly and take appropriate action, which may include disciplinary measures or termination of contracts.
- 13.5 Monitoring and Enforcement - SADO shall implement monitoring mechanisms to ensure compliance with this anti-corruption clause. Violations of this clause will result in immediate consequences, including potential legal action, termination of contracts, and reporting to relevant authorities.
- 13.6 Commitment to Transparency – SADO is dedicated to transparency in all its dealings. Financial records and transactions shall be maintained accurately and available for audit as required.





APPENDIX C – PRICING

**1. Instructions on How to Provide Pricing**

- (a) Bidders should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their bids, or, if there is no table below, by completing the attached form and including it in their bids.
- (b) Rates quoted by the bidder must be all-inclusive and must include all labor and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to SADO, all costs of installation and set-up, including any pre- delivery inspection charges, and all other overhead, including any fees or other charges required by SADO.

**2. Evaluation of Pricing**

**2.2 Evaluation and Award Process:** The SADO Procurement will award an agreement contract resulting from this solicitation to the responsible Seller (bidder) whose offer conforms to the bid will be most advantageous to SADO, price and other factors considered. The award will be made to the Seller representing the best value to the project and to SADO. The evaluation factors will be comprised of the following criteria:

<b>PRICE.</b> Supplier shall be evaluated based on its cost reasonableness	<b>35</b>
<b>DELIVERY.</b> Seller provides the most advantageous delivery schedule	<b>15</b>
<b>Preliminary documents-</b> including (profile, tax compliance certificate, valid business registration, bank statements and any other requested by the procurement department)	<b>15</b>
<b>TECHNICAL:</b> Supplier shall be evaluated based on relevant qualifications; adherence to specifications, timeliness and previous history of procurement, green house construction and supply	<b>25</b>
<b>PAST PERFORMANCE</b> – The seller can demonstrate his/her capability and resources to provide the items/services requested in this solicitation in a timely and responsive manner. -	<b>10</b>
<b>Total</b>	<b>100</b>



**Required Pricing Information**

<b>Bill of Quantities (BOQ) Supply of Gangfa Diesel Engine and Spare Parts</b>					
Bill of Quantities (BOQ) Supply and instalion of the diesel engine Gangfa water Pump with a rated output of 20.1 kW (27.5 HP), 125-a speed of 2200 rpm, and a net weight of 190 kg, along with its main spare parts.					
No.	Description	Unit	Quantity	Unit Price (USD)	Total Price (USD)
1	Supply and install the Gangfa Diesel Engine 20.1 kW (27.5 HP) a speed of 2200 rpm, and a net weight of 190 kg,(the diesel engine Gangfa water Pump capable of delivering 60m <sup>3</sup> /hr) against 140m throught a 4" HPDE PIPE	No	8		
2	Supply and construct 8 sites reinforced concrete base of dimensions 1.5 m x 1 m x 0.2 m, for the engine: 1.5m*1 m*0.2 m including other necessary work required	LS	1		
3	Fuel 400 liters per location cooperatives	liter	1600		
4	Engine Oil for Diesel Engines 5 liters	No	16		
5	Grease Heavy Duty Multi-Purpose 5 kg	No	8		
6	3" suction hose pipe	Mtrs	24		
7	Spare Part: Oil Filter	Pcs	16		
8	Spare Part: Air Filter	Pcs	16		
9	Spare Part: Fuel Filter	Pcs	16		
10	Spare Part: Glow Plug	Pcs	16		
11	Spare Part: Drive Belt	Pcs	40		
12	Spare Part: Gasket Set	Pcs	16		
13	Spare Part: Starter Motor	Pcs	16		
14	Spare Part: Alternator	Pcs	16		
15	Spare Part: Fuel Injector	Pcs	40		
16	Spare Part: Radiator	Pcs	16		
17	Spare Part: Timing Belt	Pcs	40		
18	Spare Part: Water Pump	Pcs	8		
19	All Transportation cost to four sites:	ls	1		
<b>Total Amount</b>					





## APPENDIX D – ITT PARTICULARS

### **A. THE DELIVERABLES**

### **B. MATERIAL DISCLOSURES**

[\*\*Disclose all information material to the contract that could affect the bidder’s decision to bid or the bidder’s bid price, including but not limited to: unusual site conditions; unusual processes or procedures; delivery or performance restrictions; conditions of award or performance, such as performance security; any uncommon risks. If there are no material disclosures, insert N/A\*\*]

### **C. MANDATORY SUBMISSION REQUIREMENTS**

#### **1. Submission Form (Appendix B)**

Each bid must include a Submission Form (Appendix B) completed and signed by an authorized representative of the bidder.

#### **2. Pricing (Appendix C)**

Each bid must include pricing information that complies with the instructions contained in Pricing (Appendix C).

#### **3. Bid Security - N/A**

#### **4. Other Mandatory Submission Requirements**

- Unit price list for each product in dollars of items tendered.
- Valid Company Registration certificate
- Valid Copy of the bank statement details for the last 6 Months
- Certification of previous experience
- Company profile
- Valid Tax Compliance Certificate
- Valid Passport/ ID

### **D. MANDATORY TECHNICAL REQUIREMENTS**

[\*\*Insert technical mandatory requirements that the bidder must demonstrate with respect to the Deliverables before price can be considered. These must be capable of assessment on a pass/fail basis, and should not be confused with performance requirements that the successful bidder must perform if awarded the contract. Failure to adequately meet these requirements may result in disqualification of the bid.

### **E. PRE-CONDITIONS OF AWARD**

It is recommended that proof of insurance be required only of the selected bidder as part of the contract award process, rather than being a mandatory, submission requirement required of all bidders.