

Target location: Baidoa & Dinsor (Southern Somalia).

1. *Tasks to be executed*

- 1.1 **COOPERAZIONE INTERNAZIONALE (COOPI)** has received funds from AICS - the Italian Agency for Development Cooperation to provide Part of the grant has been apportioned to provide WASH Services through Supply and Distribution of hygiene kits and menstrual hygiene kits Baidoa & Dinsor Districts SWS Somalia Through the project “Integrated Humanitarian Programme to Address Humanitarian Crisis and Natural Disasters in Baidoa and Dinsor Districts” COOPI will contribute to WASH Cluster objectives through provision of immediate and sustainable WASH services to the affected communities in Dinsor and Baidoa District.
- 1.2 The subject of the contract is the following:
- 1.3 Procurement for Supply and Distribution of hygiene kits and menstrual hygiene kits Baidoa & Dinsor Districts SWS Somalia.

2. *Timetable*

Deadline for submission of tenders	14 th Jan 2026	17.00 hours, East African Time
Tender opening session	15 th Jan 2026	10.00 hours, East African Time
Foreseen date for the signature of the contract	20 th Jan 2026	-

3. *Eligibility and Qualification Requirements*

Mandatory Documents to be Submitted:

- Company/Business Profile.
- Registration certificates (relevant federal ministries and/or SWS)
- Tax Compliance Certificate
- A minimum of three reference letters/LPO/Contract from current client’s Similar services
- Ownership Documents/Passport.
- Latest Financial statement for the last 6 months in the name of the firm.

4. *Currency*

- 4.1. Tenders must be presented in **(USD)** currency

5. *Quantities and Lots requested*

LOT 1 -SUPPLY AND DISTRIBUTION OF HYGIENE KITS AND MENSTRUAL HYGIENE KITS BAIDOA DISTRICT.

LOT 2 -SUPPLY AND DISTRIBUTION OF HYGIENE KITS AND MENSTRUAL HYGIENE KITS DINSOR DISTRICT.

6. *Period of validity*

- 6.1. Tenderers shall be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.
- 6.2. The successful tenderer will be bound by the tender for a further period of 60 days following receipt of the notification that the tenderer has been selected.

7. Language of offers

- 7.1. The offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English language.

8. Submission of tenders

- 8.1. Tenders must be received before the deadline specified in the letter of invitation to tender. They must include the Application form (Annex I of this tender dossier) and be sent to the following addresses:

8.2. **Dinsor Office.**

8.3. **Baidoa Office**

8.4. **Mogadishu Office**

Tenders must comply with the following conditions:

- 8.5. All tenders must be submitted in **one original copy** typewritten or hand written in ink. All tenders must be received on **14th January, 2027 at 17.00 hours, East African Time** before the deadline date and time, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by their representative.

- 8.6. All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

- the above addresses;
- the reference code of this tender procedure, (i.e., (Publication reference));
- where applicable, the number of the lot(s) tendered for;
- the name of the tenderer.

- 8.7 For further clarification and assistance, Kindly contact **0619813995/ 0616424022.**

Email: logistic.nairobi@coop.i.org

9. Content of tenders

All tenders submitted must comply with the requirements in the tender dossier and must include:

9.1. Annex I: Application form

9.2. Annex II: Non - Exclusion Clauses Declaration and Declaration of Supplier Compliance to Ethic Standards

9.3. Annex III: Model of financial offer (Lot1 Baidoa and Lot 2 Dinsor)

And possibly:

9.4. A description of the commercial warranty tendered.

9.6 Administrative Compliance Check

All bidders must meet with an administrative compliance check in order to progress to the next stage of the evaluation process (i.e. technical evaluation). The administrative compliance check includes the following:

- 1) Bid applications must be received within the deadline
- 2) Submission of a comprehensive company profile
- 3) Registration Certificate by MoCI FGS/SWS.
- 4) Valid business registration/license certificate by FGS/SWS
- 5) Tax compliance certificate by FGS/SWS
- 6) Original bank statement signed and stamped by the relevant bank authority including transactions for the

past 6 months.

- 7) Duly completed Financial Offer,
- 8) Tender Declaration Form completed, signed, and stamped.

NOTE: These checks are scored as *Pass or Fail* and the bidder who does not meet them will not proceed to the technical evaluation stage.

9.7 Technical Evaluation Criteria (weighted at 60%)

Technical Competence (these include based on previous relevant experience, sample quality, financial capacity, Delivery time, and other competence). To be technically acceptable, the proposal shall meet or exceed the stipulated requirements and specifications in the Tender Bids. The Technical Evaluation Criteria is weighed at **60%**. Tenderers who obtain a score of **50%** and above will qualify for the next round of the evaluation process (financial evaluation). The following will be assessed in the technical evaluation process.

9.8 Financial Evaluation (weighted at 40%)

Financial evaluation (Financial Evaluation will be weighted at **40%**). The financial score will be calculated using the formula below.

NB: COOPI does not consider the financial offer to be the most important factor. Technical compliance and relevant previous experience are equally important.

10. Pricing

- 10.1. The prices of the offers will be expressed in USD and they must be expressed on a lump sum basis that must be inclusive of all annexed costs such as taxes, transport, health & safety, handover and work on site.
- 10.2. The prices will be considered fixed and valid for the entire duration of the contract until the complete execution of the work/delivery. No additional charge of whatsoever nature and type will be accepted by the Contracting Authority.

11. Additional information before the deadline for submission of tenders

- 11.1. The tender dossier should clearly bar the need for candidates invited to tender to request additional information during the procedure. If the Contracting Authority, either on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.
- 11.2. Any prospective tenderers seeking to arrange individual meetings with either the Contracting Authority and/or AICS during the tender period will be excluded from the tender procedure.

12. Alteration or withdrawal of tenders

- 12.1. Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 8.2. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- 12.2. Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 8. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.

- 12.3. No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 8. and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

13. Opening of tenders

- 13.1. The tender will be opened in Online session at **15th Jan 2026 10.00 hours, East African Time** at the **COOPERAZIONE INTERNAZIONALE (COOPI) Baidoa, Dinsor and Mogadishu Office** by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.
- 13.2. At the tender opening, the tenderers' names, the tender prices, written notifications of modification and withdrawal, the presence of the requisite tender guarantee and such other information as the Contracting Authority may consider appropriate must be announced.
- 13.3. The Employer shall open the tenders in the presence of the Tenderer representatives who choose to attend at the time and location indicated in the Tender Notice. The Tenderer representatives who are present shall sign a register evidencing their attendance.
- 13.4. Tenders, for which an acceptable notice of withdrawal has been submitted, shall not be opened. The Employer shall examine the Tenders to determine whether they are complete, whether the requisite documents have been properly signed and whether the Bids are generally in order.
- 13.5. At the Tender opening, the Employer shall announce the Tenderers names, total tender price, tender price modifications and tender withdrawals, if any, the presence such other details as the Employer, at his discretion, may consider appropriate. No Tender shall be rejected at the Tender opening except for late Tenders.
- 13.6. Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of the tender.
- 13.7. All tenders received after the deadline for submission specified in the procurement notice or these instructions will be kept by the Contracting Authority. The associated guarantees may be returned to the tenderers on request. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

14. Evaluation of tenders

- 14.1. Preliminary Examination of the administrative conformity of tenders: Determination of Responsiveness
The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. Employer shall determine whether each Bid is substantially responsive to the requirements of the tender documents. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them. Decisions to the effect that a tender is not responsive must be duly justified in the evaluation minutes.
- If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.
- 14.2. Correction of Errors
Tenders determined to be substantially responsive and shall be checked by the employer for any arithmetic errors in the computation and summations. Errors shall be corrected by the Employer as follows: -

- a) Where there is discrepancy between the amount in figures and the amount in words, the amount in words shall be given.
- b) Where there is discrepancy between the unit rate and the line, item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall prevail, unless in the opinion of the Employer, there is obvious typographical error, in which case adjustments shall be made to the entry containing that error.
- c) The amount stated in the tender shall be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the Bidder, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected may be forfeited.
- d) In all the corrections stated above, the award shall be based on the corrected figure.

14.3 Technical evaluation:

After analysing the tenders deemed to comply in administrative requirements thus responsive, the technical evaluation committee will assess and rank in weighted areas pertaining evidence of similar previous works and performance, Tax Compliance, registration certificate and availability of technical representative, experience in area.

- 14.4 To facilitate the examination, evaluation and comparison of tenders, the evaluation committee may ask each tenderer individually for clarification of their tender, 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 tender may be sought, offered or permitted.

14.5 Financial evaluation:

The rates and prices inserted in the bill of quantities must correspond to the conditions laid down in the tender documents (in Annex III: Model of financial offer). The financial and economic standing of the tenderer will be evaluated by the evaluation committee.

14.6 Award criteria:

The tender commission 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, technical ranking, and compliance with relevant authorities' requirements. The experience of the tenderer in the performance of similar contracts will be as well a criterion for selection.

15. Performance guarantee

- 15.1. The successful tenderer will be informed in writing that its tender has been accepted (see below: notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the documentary proof or statement required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it does not fall into the exclusion situations listed in declarations signed and that the company has not been blacklisted by the employer or other partners due to non-conformity of previous works (Annex II and III of this tender dossier).
- 15.2. If the successful tenderer fails to provide this documentary proof or statement within 7 calendar days following the notification of award or if the successful tenderer is found to have provided false information,

the award will be considered null and void. In such case, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure.

16. Signature of the contract

- 16.1 Within 7 days of receipt of the contract already signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee, to the Contracting Authority. Upon signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.
- 16.2 If the successful tenderer fails to sign and return the contract and any financial guarantee required within 7 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.
- 16.3 After the signature of the contract, the Contractor shall provide any detailed information requested by the Contracting Authority, AICS or other donors, 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. The Contractor therefore allows the Contracting Authority other donors, the European Anti-Fraud Office (OLAF), and the Court of Auditors to carry out the documentary and on-the-spot checks deemed necessary by the abovementioned authorities.

17. Ethics and Exclusion clauses

- 17.1. Any attempt by a candidate or tenderer 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 tenders will lead to the rejection of their candidacy or tender and may result in administrative penalties.
- 17.2. 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.
- 17.3. When putting forward a candidacy or tender, the candidate or tenderer shall declare that he is affected by no potential conflict of interest and has no particular link with other tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the Contracting Authority.
- 17.4. 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.
- 17.5. 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.
- 17.6. The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.

- 17.7. The Contractor and its 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.
- 17.8. 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.
- 17.9. The Contractor shall refrain from any relationship likely to compromise his independence or that of its 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.
- 17.10. 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.
- 17.11. All tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses.
- 17.12. 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.
- 17.13. 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.
- 17.14. When putting forward a candidacy or tender, the candidate or tenderer shall declare its commitment to the non-exploitation of child labour and to the respect of basic social rights and working conditions (see declaration to be signed in Annex II). 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.

18. Payment Certificates and Final Account

The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.

- Advance payment; **No advance payment will be made.**
- Payments will be made on the complete **of Supplies 100%**

19. Cancellation of the tender procedure

- 19.1. In the event of a tender procedure's cancellation, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

- the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender 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 tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

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 tender, 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.

B. ANNEXES

- Annex I: Application Form
- Annex II: Declarations from supplier
 - ✓ Non-exclusion clauses déclaration
 - ✓ Compliance to ethical standards declaration
- Annex III: Model of financial offer