

INVITATION TO BID

CONSTRUCTION OF 130 NORMAL SINGLE LATRINES IN KISMAAYO, JUBALAND

Ref: GSA/007- KSM-01/01042022

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1. CODE OF CONDUCT AND ASSOCIATED POLICIES	

SECTION 1: INTRODUCTION

1. INTRODUCTION

General Service Agency (GSA) is a local humanitarian, non-governmental organization (NGO) that relieves the suffering of those affected by war, natural disaster and disease in Somalia, by providing life-saving assistance. GSA work with communities in urban and rural/hard-to-reach areas, isolated villages, internally displaced persons (IDP) camps and disaster sites by providing water, sanitation & hygiene (WASH) interventions; access to safe drinking water, improve sanitation and hygiene, technical education, and assist in promoting peace and good governance among the affected communities. GSA has implemented over 50 projects in different regions of Somalia, reaching hundreds of thousands of beneficiaries from the most vulnerable communities.

For more information, please visit www.gsa.org.so

1.1. PROJECT OVERVIEW:

The humanitarian situation in IDPs and vulnerable and marginalized host communities in undeserved and hard-to-reach areas within Kismayo district is alarming and require immediate attention. Significant gaps have been reported in drought affected areas regarding to food, emergency shelter, non-food items, safe drinking water, sanitation facilities and poor hygiene.

To address the needs stated above, the project aims to save the lives of these drought affected IDPs and vulnerable and marginalized host communities in undeserved and hard to reach areas within Kismayo district by providing immediate life-saving WASH assistance, to enhance resilience and improve the wellbeing of people especially vulnerable groups such as children, women and persons with disabilities (PWD) in cholera/AWD hotspots and crowded IDP settlements. Assistance will be provided through various interventions; emergency water supply through drilling and construction of 2 shallow wells, rehabilitation of 2 shallow wells with chlorination, pipeline extensions and distribution systems, construction of 150 flood proof latrines that consider PWDs in IDP camps and host communities, dissemination of hygiene practices through information, education and communication (IEC) charts, distribution of hygiene kits and formation and training of WASH committees on the operation and maintenance of newly constructed WASH infrastructures/facilities. The project will target 14,986 people (3,294 men, 3,768 women, 3,892 boys and 4,032 girls) including IDPs and drought vulnerable and marginalized people living in Ceeljce, Luglow, Bullobartirro and Goobweyn in Kismayo district. GSA WASH interventions will be implemented in coordination with complementary activities by other organizations targeting the same locations and beneficiaries where they will cover CCCM, Shelter and protection components.

Item	Kismaayo
Location	Kismaayo, Jubaland state of Somalia
Description	Construction of 130 Normal Single Latrines in Kismaayo, Jubaland
of Activity	

Please see below summary requirements for which GSA invites you to the bid on.

1.3. TENDERING PROCESS

A Tender advert appeared in **somtenders.com Website** on **02nd May 2022**, advertising on the "Construction of 130 Normal Single Latrines in Kismaayo, Jubaland". The dates for final submission are outlined in **1.3.2 of the tender documents.** For queries and clarifications, please contact: procurement@gsa.org.so and Tell: +252 858722 or + 252613468257

1.3.1. APPLICATION PROCESS

Tender forms are available by:

Somtenders.so through the link in advertisement or you can request a softcopy of the form by email: procurement@gsa.org.so

1.3.2. SUBMISSION OF BIDS

Bids can be submitted through email or GSA Office in Kismayo. The subject must state "CONSTRUCTION OF 130 NORMAL SINGLE LATRINES IN KISMAAYO, JUBALAND"

Bids should be submitted by email to procurement@gsa.org.so

Bid emails must be submitted to GSA, by 5:00 PM EAT, on Saturday 28th May, 2022. Any bid submitted after the deadline **will not** be accepted.

1.3.3. BID DOCUMENTS

- Company Profile with clear physical address
- Commercial license
- Registration Certificates both Federal and Hirshabelle State
- Valid Tax Compliance Certificate both Federal and Hirshabelle State
- Company Bank Statements for last 6 months.
- Past Years' Experience if any
- Completed Supplier Registration Form
- Signed Annexes for Invitation Declaration, GSA Purchasing Terms and Conditions, Safeguarding
- Policies and GSA Supplier Code of Conduct
- Duly completed the attached BoQs

1.3.4. EVALUATION OF BIDS

All valid bids will be evaluated by an Evaluation Committee of GSA who will assess the bids based on administrative (Technical) and financial evaluation, using the information provided in your submission. GSA reserves the right to request proof of your past work experience and/or visit the premises of bidders if this is deemed necessary to complete the evaluation.

1.3.5. AWARD CRITERIA

GSA will award the contract to the **lowest compliant** bidder with highest combined score in technical and financial evaluation. If you didn't receive award email from us after **05th June 2022**, consider you are not selected for this tender/unsuccessful bid.

1.3.7. BID LANGUAGE

All bid documents should be written in English.

1.3.8. BID CURRENCY

Your financial offer should be expressed in USD

1.3.9. TIMETABLE FOR THIS ITB

Activity Description	Date
Invitation To Tender	02 May, 2022
Deadline for the bid Clarification	25 May, 2022
Deadline for submission`	28 May, 2022. 05:00 PM (EAT).
Bid Opening	30 May, 2022
Award Contract	05 June, 2022

SECTION 2: COMPANY INFORMATION FORM

2. COMPANY INFORMATION FORM

2.1. BUSINESS PROFILE

Name of Company:	
Physical Address:	
Telephone Number:	
Email, if applicable:	
Contact Name, Telephone Number and Title	
Type of business (plc/limited company/partnership etc)	
Years in operation:	
Number of employees	
Provide information on any relationships that you have with GSA staff? – Friends/family/ business partners etc.	

2.2. BANK DETAILS:

Bank Name:	
Bank Address:	
Bank Account Name:	
Bank Account Number:	

2.3. PAYMENT TERMS

Preferred Payment Method (Electronic/Cheque)	

2.4. GROUNDS FOR MANDATORY REJECTION

Please state 'Yes' or 'No' to each question

If the answer to any of the following questions is yes then please explain.

1. Has the Company ever been bankrupt, or is in the process of being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, or is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations?

Yes	No
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2. Has the Company ever been guilty of grave professional misconduct proven by any means?

Yes No

3. Has the Company ever not fulfilled its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country?



4. Has the Company ever been the subject of a judgment for fraud, corruption, involvement in a criminal organization or any other illegal activity?



5. Has the Company ever been in any disputes with any Government Agency, the UN, or International Aid Organizations?

Yes No	
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Reason for an answer being 'Yes':

SECTION 3: REFERENCE OF PROVIDING SIMILAR SERVICES IN THE PAST:

3. REFERENCE OF PROVIDING SIMILAR SERVICES IN THE PAST

3.1. RELEVANT EXPERIENCE

Please complete the table below using the format to summarize the **major relevant items/services/works** carried out in of the past 3 years by your company, by location.

No	International NGO/UN Organization	Contact Name and Phone Number				

3.2. PREVIOUS EXPERIENCE WITH GSA:

Name of	Details of previous experience	Date of last contract
contact person		
in GSA		

SECTION 4: GSA GENERAL TERMS AND CONDITIONS

4. GSA PURCHASING TERMS AND CONDITIONS

Unless the context indicates otherwise, the term "Client" refers to GSA. The term "Service Provider" refers to the entity named on the order and contracting with the Client. The term "Contract" can be taken to mean either (a) the purchase order or (b) the supply agreement, whichever is in place.

4.1. GENERAL TERMS AND CONDITIONS

1) Price: The prices stated on the order shall be held firm for a period of 3 months unless specifically stated otherwise.

2) Source of Instructions: The Service Provider shall not seek nor accept instructions from any source external to GSA in relation to the performance of the contract.

3) **Assignment:** The Service Provider shall not assign, transfer, sublet or subcontract the contract or any part thereof without the prior written consent of the Client.

4) Corruption: The Service Provider shall not give, nor offer to give, anyone employed by the Client an inducement or gift that could be perceived by others to be a bribe. The Service Provider agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts.

5) Confidentiality: All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that has been compiled by or received by the Service Provider under the contract shall be the property of GSA and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Client upon request.

5.1) The Service Provider may not communicate at any time to any other person, government or authority external to GSA, any information that has been compiled through association with GSA which has not been made public except with written authorization from the Client. These obligations do not lapse upon termination of the contract.

6) Use of Emblem or Name: Unless otherwise agreed in writing; the Service Provider shall not advertise nor make public the fact that it is supplying goods or services to the Client, nor shall the Service Provider in any way whatsoever use the name or emblem of GSA in connection with its business or otherwise.

7) **Observance of Law:** The Service Provider shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the contract.

8) Force Majeure: The meaning of the term can be taken to mean acts of God, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force.

8.1) In the event of and as soon as possible after the occurrence of any cause deemed force majeure,

the Service Provider must inform the Client of the full particulars in writing. If the Service Provider is rendered unable either in part or in whole to perform its obligations then the Client shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances.

8.2) If the Service Provider is permanently rendered incapable in whole or part by reason of force majeure to complete its obligations and responsibilities under the contract then the Client will have the right to suspend or terminate the contract on the same terms and conditions laid out in terms and conditions 9; Cancellation.

9) Cancellation: The Client reserves the right to cancel the contract should it suspend its activities or through changes to its mandate by virtue of the Board of GSA and/or lack of funding. In such a case the Service Provider shall be reimbursed by GSA for all reasonable costs incurred by the Service Provider, including all materials satisfactorily delivered and confirming to specification and terms of the contract, prior to receipt of the termination notice.

9.1) Should the Service Provider encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the Client 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.

10) Warranty: The Service Provider shall provide the Client with all manufacturers' warranties. The Service Provider warrants that all goes supplied in relation to the contract meets specification, is defect free and is fit for the purpose of the intended use. If, during the warranty period, the goods are found to be defective or non-conforming to specification, the Service Provider shall promptly rectify the defect. If the defect is permanent then at the choice of the Client the Service Provider will either replace the item at their cost or reimburse the Client.

11) Inspection and Test: The Service Provider must inspect the goods prior to dispatch to ensure conformance to specification and/or any other provisions of the contract. The Client reserves the right to inspect the goods for compliance with specifications and provisions of the contract. If, in the Clients' opinion, the goods and/or services do not comply with the specification, the Client will inform the Service Provider in writing. In such a case the Service Provider shall take the necessary action to ensure compliance, liability for any additional cost incurred in rectifying compliance will rest with the Service Provider.

12) Changes: The Client reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity, packing instructions, destination or delivery instruction. If any such change affects the price of the goods or performance of service the Service Provider and Client may negotiate an equitable adjustment to the contract, provided that the Service Provider claims for adjustments in writing to the Client within 30 days from being notified of any change.

13) Export License: If an export license(s) are required for the goods, the Service Provider has the responsibility to obtain that license(s) under their expense.

14) Payment Terms: Unless mutually agreed, payment terms will be net 5 working days from receipt of a

correctly prepared invoice.

15) Ethics: The Conduct to which GSA expects all of its Service Providers to respect is as follows:

- 1. Service providers must adhere to International Labour Organisation (ILO) labour conventions, particularly international labor standards, social protection and work opportunities for all.
- 2. Employment is freely chosen.
- 3. The rights of staff to freedom of association and to collective bargaining are respected.
- 4. Working conditions are safe and hygienic.
- 5. No exploitation of children is tolerated.
- 6. Wages paid are adequate to cover the cost of a reasonable living.
- 7. Working hours are not excessive.
- 8. No discrimination is practiced.
- 9. Regular employment is provided.
- 10. No harsh or inhumane treatment of staff is tolerated.
- 11. Local labour laws are complied with.
- 12. Social rights are respected.

Additionally, by acceptance by a supplier, service provider or contractor of a GSA supply, service or works contract, they understand and agreed to abide by the terms of the GSA Code of Conduct and associated policies (Programme Participant Protection Policy, Child Safeguarding Policy and Anti-Trafficking in Persons Policy).

16) Rights of GSA: Should the Service Provider fail to perform under the terms and conditions of the contract, including but not limited to failing to obtain export license(s) or to make delivery of all or part of the goods by the agreed delivery date(s), the Client may, after giving reasonable notice to the Service Provider, exercise one or more of the following rights:

-Procure all or part of the service from an alternate source, in which event the Client may hold the Service Provider liable for additional costs incurred.

- Refuse to accept all or part of the goods.
- -Terminate the contract.

16.1) The contract will be terminated in the event of corrupt, fraudulent, collusive and/or coercive practices and the donor will be informed where such practices may affect their financial interests.

17) Rights of access for test purposes: GSA is contractually obliged to facilitate certain donor's direct access to Service Providers for test purposes. This obligation is extended to all GSA Service Providers.

18) No Agency: This order does not create a partnership between the Client and Service Provider or make one party the agent for the other for any purposes.

SECTION 5: BOQ FOR CONSTRUCTION 130 NORMAL SINGLE LATRINES:

BILL OF QUANTITIES FOR CONSTRUCTION OF SINGLE FLOOD PROTECTED LATRINES					
ltem	Item Description	Unit	Qty unit	Rate	Amount (USD)
1	Excavation works				
1.1	Clear site of all loose soil 300mm deep and dispose of as directed n.e 100m	M2	4		
1.2	Excavate 1.6m Long X 1.5m Wide pit from ground level up to 1m deep.	M3	2.4		
1.3	Ditto up to 2m deep.	M3	4		
1.4	Excavate foundation tranches of 6.2m long, 0.5m wide, 0.3m deep	М3	0.93		
	Sub Total 1	1	T	1	
2	Foundation works				
2.1	Construct rubble stone retaining wall inside the excavated pit, 400mm wide up to 1000mm deep, use mortar at the ratio of 1:4	M3	2.48		
2.2	Provide materials and lay rubble in foundation wall 400 mm wide x 500 mm height in cement sand mortar ratio 1:4	M3	2.46		
2.3	Cast 200mm thick plain concrete around the latrine, and construct concrete steps, use concrete ratio of 1:3:6,	M3	1.52		
2.4	Supply and fix hardwood 75mm-100mm diam. treated with wood preservative in superstructure - wall framework (2.7m high spaced at 1200mm lengthwise, and circumferential railing at 750mm c/c. Rate to include for cutting and nailing all members for circumferential railing and door frames	LM	16.7		
2.5	Supply and install 100mm PVC vent pipe 3000mm to detail complete with vent covers.	Pcs	2		
2.6	Supply and fix 150mm dia PVC pipe 1500mm as drain pipe for squat hole to latrine pit as specified in design drawing. Ensure slope 1:1.5 for self-cleaning. Rate to include for construction of foot rest to engineer specifications	Pcs	2		
2.7	Supply and fill hardcore park to foundation for latrine compacting in 150mm layers n.e Latrine excavated material to be used	M3	1.6		
2.8	Supply materials and construct well vibrated mass concrete ratio 1:2:4 to slab for latrine base and pit cover all uniform. Provide for squat holes with foot rest to design detail	M3	1.8		
2.9.1	Reinforcement: Provide and place Y10 steel bars @ 250mm c/c to latrine pit slab	Kgs	11		
2.9.2	Supply and lay BRC A142 to latrine substructure slab	SM	4		
2.9.3	Soffits to slab, 150mm x 25mm	LM	11		
_	Sub Total 2				

3	Superstructure wall cover					
3.1	Supply and fix Superstructure walling- G30 gal sheet corrugated iron sheets to superstructure wall and privacy wall height as specified using roofing nails	M2	19.14			
3.2	Provide for 50mmx12mm lipping to all iron sheet joints sharp edges for safety to users. Rate to include for painting colour matching to sheets	LM	10			
	Sub Total 3					
4	Roofing					
4.1	Provide for 75x50mm hardwood trusses and fix to roof	LM				
4.2	Supply and fix 50mmx50mm roof purlins	LM				
4.3	Supply and fix gal sheet corrugated translucent roofing sheet.	SM				
4.4	Provide for 1" hoop iron as support to trusses and purlin well nailed to wall passes	Kgs				
4.5	Supply and fix 200mmx25mm wrot fascia board to roof	LM				
Sub Total 4						
5	Finishing works					
5.1	Supply materials and plaster 25mm cement mortar mix 1:3 and 25mm thick in rubble walling and all concreted surfaces. Provide for smooth trowel finish to screed	M3	1			
5.2	Provide materials, fabricate and fix door 1.8m x 0.9m made of galvanized iron sheet on timber frame. Provide for 50mmx12mm lipping round the sheet edges painted to match. (The door opens Inside)	No.	1			
5.3	Supply, cut and place coffee tray above door with 2"x1" lipping as frame	SM	1			
5.4	Supply and fix Latches (8" external and 6" internal chrome coated bolts) -	No.	2			
5.7	Provide materials and cast 600x600mm manhole cover 100mm thick. Use 8mm rebar	No.	1			
5.8	Installation of solar lamp with accessories	Sets	1			
5.9	Supply 20I white Jerrican, fitted with 1/2" tap on fabricated 700mm high steel stand. Use 25mmx25mmx3mm SHS for stand with 25mmx3mm flat bar around tank with provision for locking as support around jerrican. Provide for 2 logos on jerrican, spray painted to detail.	Sets	1			
Sub Total 5						

Summary		
Sub Total 1	1	
Sub Total 2	1	
Sub Total 3	1	
Sub Total 4	1	
Sub Total 5	1	
Sub-total for One (1) Latrine		
Total cost for 130 latrines	130	

NAME OF THE COMPANY:

NAME OF AUTHORIZED PERSONE:

AUTHORISED SIGNATURE:

FUNCTIONAL TITLE:

DATE, STAMP

SECTION 6: GSA CODE OF CONDUCT AND ASSOCIATED POLICIES

1. CODE OF CONDUCT AND ASSOCIATED POLICIES

GSA has an organizational Code of Conduct with Associated Policies; the Conflict of Interest, Anti-Fraud and whistle blowing policy.

These have been developed to ensure the maximum protection of programme participants from exploitation, and to clarify the responsibilities of GSA staff, consultants, visitors to the programme and partner organization, and the standards of behavior expected of them.

GSA strives to ensure that all procurement activities are fully transparent to all stakeholders in the process such as suppliers, donors and beneficiaries. Transparency can be defined as openness and visibility in all procurement transactions and information availability relating to procurement processes, procedures and opportunities.

Any supplier engaged by GSA will be expected to read and sign copies of these, which will be made available to all shortlisted suppliers. Any supplier interested in having a copy before we shortlist can request them by contacting procurement@gsa.org.so

We do hereby confirm that the prices quoted are valid for months.

Name: Signature: Date:

Official stamp: