

TENDER DOSSIER

CONTRACT TITLE: PROCUREMENT OF CONSTRUCTION WORKS.

LOCATION: DOLLOW & BELET-HAWA DISTRICTS – GEDO REGION -SOUTHERN SOMALIA.

PUBLICATION REFERENCE

SOMREP AUSTRALIA DFAT4/003/2018.

PROGRAM

SOMALIA RESILIENCE PROGRAM-SOMREP CONSORTIUM AUSTRALIA DFAT 4 PROJECT IN BELET-HAWA AND DOLLOW SOMREP AUSTRALIA DFAT 4 PROJECT.

DESCRIPTION OF THE CONTRACT

PROCUREMENT OF CONSTRUCTION WORKS IN DOLLOW & BELET-HAWA DISTRICTS – GEDO REGION - SOUTHERN SOMALIA.

PERIOD OF EXECUTION

(Refer to the respective lots)

DEADLINE FOR SUBMISSION OF THE TENDER

The deadline for submitting the bid is **15.00 hours, East African Time on February 23rd, 2018** at the **COOPERAZIONE INTERNAZIONALE (COOPI) Mogadishu Office.**

Any tender received after this deadline will not be considered.

NB: Costs incurred by the bidders in preparing and submitting the tender proposals will not be reimbursed.

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A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF: SOMREP AUSTRALIA DFAT4/003/2018

1. Tasks to be executed

1.1 **COOPERAZIONE INTERNAZIONALE (COOPI)** is implementing a Somalia Resilience Programme in Dollow and Belet-Hawa Districts, Gedo Region, Southern Somalia. The goal of the project is “Increase the resilience of chronically vulnerable people, HHs, communities and systems in targeted pastoral, agro-pastoral and peri-urban livelihood zones”.

1.2 The subject of the contract is the following:

PROCUREMENT OF CONSTRUCTION WORKS IN DOLLOW & BELET-HAWA DISTRICTS – GEDO REGION -SOUTHERN SOMALIA.

1.3 The technical specifications of the (supplies/services/works), including quantities, models, samples, measurements, costs, etc. must be entered in the Model of financial/technical offer (Annex III of this tender dossier).

2. Timetable

Deadline for submission of tenders	February 23rd, 2018	15.00 hours, East African Time
Tender opening session	February 24th, 2018	10.00 hours, East African Time
Foreseen date for the signature of the contract	March 07th, 2018	-

3. Participation

3.1. All qualified contractors in Somalia and able to work in Dollow & Belet-Hawa Districts 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.

3.2. These terms refer to all legal entities, companies or partnerships constituted under, and governed by, the civil, commercial or public law of their states and having their statutory office, central administration or principal place of business there. A legal entity, company or partnership having only its statutory office there must be engaged in an activity which has an effective and continuous link with the economy of the state concerned. Tenderers must provide evidence of their status.

3.3. These rules apply to:

a) Tenderers

b) Members of a consortium

c) Any subcontractors.

3.4. Candidate or tenderers must sign declarations regarding the compliance to ethical standards and the non-exclusion clauses (annex II).

3.5. To be eligible for participation in this tender procedure, tenderers 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 (see Annex I - Application form).

4. Currency

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

5. Items requested, quantities and lots

This tender procedure is divided into Six (6) lots.

- 1 LOT 1 CONSTRUCTION OF 5NO. CANAL CONSTRUCTION IN DOLOW & BELETHAWA DISTRICTS.
- 2 LOT 2 CONSTRUCTION OF TEN SHALLOW WELLS INSTALLED WITH HAND PUMP IN BELET-HAWA AND DOLLO DISTRICTS.
- 3 LOT 3 CONSTRUCTION OF 1NO. FODDER STORAGE FACILITY IN DOLLO DISTRICT.
- 4 LOT 4 CONSTRUCTION OF TWO OFFICE & STORAGE FACILITIES FOR 2 LIVESTOCK MARKETING ASSOCIATIONS IN DOLLO AND BELET-HAWA DISTRICTS.
- 5 LOT 5 CONSTRUCTION OF 1NO. MULTI-USE WATER SUPPLY SYSTEM IN SADUMAY VILLAGE, DOLLO DISTRICT.
- 6 LOT 6 CONSTRUCTION OF 3NO. POULTRY INFRASTRUCTURE AND SUPPLY OF MATERIALS IN BELETHAWA AND DOLOW DISTRICTS.

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 address:

COOPI Mogadishu Office.

Tenders must comply with the following conditions:

8.2. All tenders must be submitted in **one original copy** typewritten or hand written in ink. All tenders must be received on **February 23rd, 2018 at 15.00 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.

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

- a) the above address;
- b) the reference code of this tender procedure, (i.e. (Publication reference));
- c) where applicable, the number of the lot(s) tendered for;
- d) the words "Not to be opened before the tender opening session" in the language of the tender dossier **and** (equivalent phrase in the local language);
- e) the name of the tenderer.

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/technical offer

9.4. Annex IV: Work Plan for performing the task (should be provided by the tenderer)

9.5. Annex V: Draft Contract (will be provided upon award)

And possibly:

9.6. A description of the commercial warranty tendered.

9.7. Balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established

9.8. The curriculum vitae describing of the educational and professional qualifications of the person or persons responsible for providing the services/carrying out the work/responsible for the contract;

9.9. Appropriate statements from banks or evidence of professional risk indemnity insurance;

9.10. A statement of overall turnover and turnover concerning the work, supplies or services covered by the contract during a period which may be no more than the last three financial years.

9.11. Regarding supplies: samples, descriptions and/or authentic photographs and/or certificates drawn up by official quality control institutes or agencies of recognised competence attesting the conformity of the products with the specifications or standards in force.

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, 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 the European Commission during the tender period may 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 8.2 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 public session at **10.00 hours, East African Time on February 21st, 2018** at the **COOPERAZIONE INTERNAZIONALE (COOPI) 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. After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed.
- 13.4. 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.
- 13.5. 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. Examination of the administrative conformity of tenders:
The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. 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 technically compliant 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 Technical evaluation:
After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.
- 14.3 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. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.
- 14.4 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 IV: Model of financial/technical offer). The financial and economic standing of the tenderer will be evaluated by the evaluation committee.
- 14.5 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, quality, compliance with international norms, and delay for delivery. 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 (Annex II and III of this tender dossier).
- 15.2. The evidence or these documents or statements must carry a date, which cannot be more than 180 days in relation to the deadline for the submission of the tender. In addition, a sworn statement shall be furnished stating that the situations described in these documents have not changed since then.
- 15.3. If the successful tenderer fails to provide this documentary proof or statement within 15 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 30 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 30 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, the European Commission 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, the European Commission, 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. Cancellation of the tender procedure

18.1. 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.

Annex I: Application Form

Annex II: Declarations from supplier

- Non-exclusion clauses declaration
- Compliance to ethical standards declaration

Annex III: Model of financial/technical offer

Annex I

Application Form

PUBLICATION REFERENCE: SOMREP AUSTRALIA DFAT4/003/2018.

CONTRACT TITLE: PROCUREMENT OF CONSTRUCTION WORKS IN DOLLOW & BELET-HAWA DISTRICTS – GEDO REGION -SOUTHERN SOMALIA.

One signed original application must be supplied (for each lot, if the tender procedure is divided into lots). The application must include a signed declaration using the annexed format from each legal entity making the application. **All data included in this application must concern only the legal entity or entities making the application.**

Any additional documentation (brochure, letter, etc) sent with an application will not be taken into consideration. Applications being submitted by a **consortium** (i.e., either a permanent, legally established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its partners.

1 SUBMITTED by (i.e., the identity of the Candidate)

	Name(s) of legal entity or entities making this application	Nationality [†]
Leader*		
Partner 2*		
Etc ... *		

*add / delete additional lines for consortium partners as appropriate. **Note that a sub-contractor is not considered to be a consortium partner for the purposes of this application form.** If this application is being submitted by an individual legal entity, the name of that legal entity should be entered as 'Leader' (and all other lines should be deleted). Any change in the identity of the Leader and/or any consortium partners between the deadline for receipt of applications indicated in the Procurement Notice and the award of the contract (other than for reason of changes to the legal structure of the individual entities concerned) will result in the immediate exclusion of the Candidate from the tender procedure.

[†]Country in which the legal entity is registered

2 CONTACT PERSON (for this application)

Name	
Organisation	
Address	
Telephone	
Fax	
e-mail	

3 ECONOMIC AND FINANCIAL STANDING

Please complete the following table of financial data* based on your annual accounts and your latest projections. If annual accounts are not yet available for this year or last year, please provide your latest estimates, clearly identifying estimated figures in italics. Figures in all columns must be on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table).

Financial data	Year before last	Last year	This year	Next year	Average ^α
	\$	\$	\$	\$	\$
Annual revenue ^β , excluding this contract					
Cash and cash equivalents ^β at beginning of year					
Net cash from / (used in) operating, investing & financing activities ^β excluding future contracts					
Net forecast cash from/ (used in) future contracts, excluding this contract					
Cash and cash equivalents ^β at end of year (ie, the sum of the above three rows)					

* if this application is being submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium partners – see point 7 of this application form.

^α Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the four preceding columns of the same row.

^β Please refer to the International Accounting Standards (relevant extracts of which are included in the attached Declaration format) for definitions of the information required.

4 STAFF RESOURCES

Please provide the following personnel statistics* for the current year and the two previous years.

Average manpower	Year before last		Last year		This year	
	Overall	Total for fields related to this contract ^ε	Overall	Total for fields related to this contract ^ε	Overall	Total for fields related to this contract ^ε
Permanent staff ^φ						
Other staff ^γ						
Total						
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%

* if this application is being submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium partners – see point 7 of this application form.

^ε corresponding to the relevant specialisations identified in point 5 below

^φstaff directly employed by the Candidate on a permanent basis (i.e., under indefinite contracts)

^γother staff not directly employed by the Candidate on a permanent basis (i.e., under fixed-term contracts)

5 EXPERIENCE

<p>1. Number of years of experience in implementing tasks similar to the object of the contract (in the past three years)</p> <ul style="list-style-type: none"> - Name of the implementing partner and name of the contact person for references - Brief description of the task carried out and location 	
<p>2. Main collaboration with international Organisations and NGOs (in the past three years)</p> <ul style="list-style-type: none"> - Name of the implementing partner and name of the contact person for references <p>Brief description of the task carried out and location</p>	

6 STATEMENT

I, the undersigned, being the authorised signatory of the above Candidate (including all consortium partners, in the case of a consortium), hereby declare that we have examined the procurement notice for the tender procedure referred to above.

We recognise that our tender will be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender, and that we may also be subject to exclusion from other tender procedures and contracts funded by the EC.

We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure. We are also aware that the consortium partners would have joint and several liability towards the Contracting Authority concerning participation in both the above tender procedure and any contract awarded to us as a result of it.

This tender is valid for a period of (.....) from the final date for submission of tenders, i.e. until (...../...../.....).

We have examined and accept in full the content of the dossier for invitation to tender No. **SOMREP AUSTRALIA DFAT4/003/2018** of **February 05th, 2018**. We hereby accept its provisions in their entirety, without reservation or restriction.

We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:

As detailed in the technical annexes

Signed on behalf of the Candidate

Name	
Signature	
Date	

Annex II

Declarations from supplier

- Non-exclusion clauses declaration
- Compliance to ethical standards declaration

Non-exclusion clauses declaration

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

The undersigned.....

Owner of the Company/Organization:

Located in: Address.....
Country.....

Tel./Fax.....e-mail.....

Declares that the company run and operated by the undersigned and myself:

1. We have examined and accept in full the content of the dossier for invitation to tender No. **SOMREP AUSTRALIA DFAT4/003/2018 of February 05th, 2018**. We hereby accept its provisions in their entirety, without reservation or restriction.
2. 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).
3. We are not in any of the situations excluding us from participating in contracts which are listed in Article 17 of the instructions to tenderers and in this declaration. In the event that our tender 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 17. 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.
4. 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.
5. 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.
6. We declare that we not fall into one of the following situations and shall be excluded from participation in a procurement procedure (articles 93 and 94 relative to EU Financial regulations) if we:
7. are bankrupt or being wound up, are having 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.

8. Have been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata.
9. Have been guilty of grave professional misconduct
10. 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 we are established or with those of the country of the contracting authority or those of the country where the contract is to be performed.
11. Have been the subject of a judgment which 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.
12. Have been declared to be in serious breach of contract for failure to comply with contractual obligations.
13. 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 recognise 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.
14. We note that the Contracting Authority 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.

Name and surname: (.....)

Duly authorised to sign this tender on behalf of:

(.....)

Place and date: (.....)

Stamp of the firm/company:

.....

Compliance to ethical standards declaration

The undersigned.....

Owner of the Company/Organization:

Located in: Address.....

Country.....

Tel./Fax.....e-mail.....

Declares that the company run and operated by the undersigned has not been convicted of or under investigation of any criminal offence or activity such as the following:

- manufacturing or commercialization of arms;
- activities producing serious negative impact on persons or the environment;
- employment of persons below the minimum legal age for employment;
- violation of civil rights;
- violation of workers' rights;
- scientific experimentation on weak or defenseless individuals or animals;
- exclusion/marginalization of minorities or entire categories of a population;
- direct relationship of complicity with a regime that notoriously disrespects human rights and/or is responsible for seriously compromising the environment;
- pornography, commodification of sex and pedophilia;
- gambling.

I furthermore declare to be fully aware that if the present declaration results false, in part or in whole, COOPI has the right to null and void the present contract with my company or organization without notice.

In faith,

Location, date

Signature (and rubber stamped)

.....

Annex III

Model of financial/technical offer

Model of financial/technical offer

(To be tailored to the specific object of tender)

TITLE OF CONTRACT: SOMALIA RESILIENCE PROGRAM-SOMREP CONSORTIUM AUSTRALIA DFAT 4 PROJECTIN BELET-HAWA AND DOLOW.

PUBLICATION REFERENCE: SOMREP AUSTRALIA DFAT4/003/2018.

To Access BoQ & Model of Financial/Technical Offer Annex of every LOT Ctrl + click on the links below

1. LOT1 - CONSTRUCTION OF 5NO. CANAL CONSTRUCTION IN DOLOW & BELETHAWA DISTRICTS [ANNEX III LOT 1.pdf](#).
2. LOT2 - CONSTRUCTION OF TEN SHALLOW WELLS INSTALLED WITH HAND PUMP IN BELET-HAWA AND DOLLO DISTRICTS [ANNEX III LOT 2.pdf](#).
3. LOT3 - CONSTRUCTION OF 1NO. FODDER STORAGE FACILITY IN DOLLO DISTRICT [ANNEX III LOT 3.pdf](#).
4. LOT4 - CONSTRUCTION OF TWO OFFICE & STORAGE FACILITIES FOR 2 LIVESTOCK MARKETING ASSOCIATIONS IN DOLLO AND BELET-HAWA DISTRICTS [ANNEX III LOT 4.pdf](#).
5. LOT5 - CONSTRUCTION OF 1NO. MULTI-USE WATER SUPPLY SYSTEM IN SADUMAY VILLAGE, DOLLO DISTRICT [ANNEX III LOT 5.pdf](#).
6. LOT6 - CONSTRUCTION OF 3NO. POULTRY INFRASTRUCTURE AND SUPPLY OF MATERIALS IN BELETHAWA AND DOLLO DISTRICTS [ANNEX III LOT 6.pdf](#).

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