



### INVITATION TO BID FOR TENDER.

Date of issue:	26 <sup>TH</sup> May, 2024.
Contract title:	SEEDS AND FERTILIZERS.
	Tender Ref: PNTB24/2024
Contracting Authority:	Salaam Development Center, (SDC), HQ Office-1 Aug-Garowe behind Samad Cafeteria.
Closing date:	15 <sup>TH</sup> June,2024.

Contractor name:	
Email address:	
Phone Number:	

### SALAAM DEVELOPMENT CENTRE (SDC) INVITES YOU TO SUBMIT A PROPOSAL FOR SEEDS AND FERTILIZERS.

Dear Sir/Madam,

The Service is required for SALAAM DEVELOPMENT CENTRE (SDC), a non-profit humanitarian organization dedicated to promoting community development and empowering underprivileged communities in Somalia. Please find enclosed the following documents which constitute the Request for Proposal:

**A – Instructions.**

**B – Proposal Submission Forms.**

**C – General Terms and Conditions for Service Contracts.**

**D – Code of Conduct for Contractors.**

## A. INSTRUCTIONS.

### A.1 Scope of Goods or Services

As an organization, we are seeking a tender for the supply and delivery of Seeds and Fertilizers

### A.2 Cost of Proposal

The interested party shall bear all costs associated with the preparation and submission of his/her proposal and SDC is not responsible or liable for these costs, regardless of the conduct or outcome of the process.

### A.3 Eligibility and qualification requirements

Contractors are not eligible to participate in this procedure if they are in one of the situations listed in article 33 of the General Terms and Conditions for Service Contracts. Contractor shall in the Proposal Submission Form attest that they meet the above eligibility criteria. If required by the Contracting Authority, the Contractor whose proposal is accepted shall further provide evidence satisfactory to the Contracting Authority of its eligibility. Contractors are also requested to certify that they comply with the Code of Conduct for Contractors. The requirements include:

- Company profile with detailed physically verifiable contact address
- At least three (3) years of experience in similar works, supported by examples such as LPOs, Contracts or Recommendation letters.
- Two (2) references from previous or current clients.
- Licences/Registrations: the company should submit the following registration/licences
  - Current/Valid business registration certificate.
  - Tender Declaration Form completed, signed and stamped
- Original bank statement signed and stamped by the relevant bank authority for the past 6 months
- Valid tax Clearance Certificate from Ministry of Financ of Puntland.
- Detailed workplan showing delivery and lead time.
- Filled Quotation price in the provided Request for Proposal

### A.4 Exclusion from award of contracts

Contracts may not be awarded to contractor who, during this procedure:

- a) Are subject to conflict of interest.
- b) Are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the Contract procedure or fail to supply this information.

### A.5 Documents comprising the Request for Proposal

The candidate must complete and submit the Proposal Submission Form, which must be duly completed and signed by the requester. All proposal-related correspondence and documents must be in English.

### A.6 Financial Proposal

The Financial Proposal shall be presented as an amount in USD in the Proposal Submission

#### **A.7 Validity**

Proposals shall remain valid and open for acceptance for less than 20 days from 25<sup>th</sup> may -15th Jun 2023

#### **A.8 Submission of proposals and closing date**

Proposals must be received at the address mentioned on the front page in a sealed envelope not later than the closing date and time specified on the front page.

#### **A.9 Negotiations**

The Contracting Authority reserves the right to contact the Contractor having submitted proposals determined to be substantially and technically responsive, in order to propose a negotiation of the terms of such proposals. Negotiations will not entail any substantial deviation to the terms and conditions of the Request for Proposal, but shall have the purpose of obtaining from the Candidates better conditions in terms of technical quality, implementation periods, payment conditions, etc. Negotiations may however have the purpose of reducing the scope of the services or revising other terms of the Contract in order to reduce the proposed remuneration when the proposed remunerations exceed the available budget.

#### **A.10 Award criteria**

The contracting authority will award the contract to the contractor whose proposal is determined to be substantially responsive to the Request for Proposal documents and has the highest overall score.

	<b>Criteria</b>	<b>Score</b>
	<b>i. Signed Code of Conduct</b> <b>ii. Signed Declaration of Conflict of Interest</b> Tenders will be rejected if the suppliers do not submit signed documents of the code of conduct and Declaration of Interest.	<b>Mandatory</b>
1	<b>Company profile which properly details the nature of business</b>	20%
2	<b>Experience in similar works</b> <b>(At least Three clients with highest values)</b>	50%
3	<b>Two references from previous or current clients.</b>	20%
4	<b>Licences/Registrations:</b> the company should submit the following registration/licences a. Current/Valid business registration certificate. b. Tender Declaration Form completed, signed and stamped	20%
5	<b>bank statement for 7 months</b>	20%
6	<b>Valid tax Clearance Certificate from Ministry of Finance.</b>	20%
7	<b>Detailed workplan showing delivery and lead time.</b>	
8	<b>Financial Quotation</b>	50%

#### **A.11 Signature and entry into force of the contract**

Before the proposal's validity period expires, the contracting authority will notify the successful contractor in writing of their acceptance and inform unsuccessful contractors of the evaluation results. Within three days of receiving the unsigned contract, the successful candidate must sign and date the contract and return it to the contracting authority. The contract will enter into force upon the contracting authority's signature. If the successful candidate fails to sign and return the contract within the specified time, the contracting authority may consider the proposal acceptance cancelled without any claim by the candidate.

#### **A.12 Cancellation for convenience**

The contracting authority may cancel the procedure at any stage for its own convenience, without any charge or liability.

## B. PROPOSAL SUBMISSION FORM

My financial proposal for my works and service is as follows:

### SEEDS AND FERTILIZERS.

No	Description	Qty (KG) or lord	Description	Cost per unit (US\$)	Total Amount (US\$)
1	Onion	4	Certified seeds, Minimum germination of 85%, Purity 99%, onion and variety name red hardamot		
2	toamtoes F1 1000seeds per packet	2	Certified seeds, Minimum germination of 85%, Purity 99%, onion and variety name Fusarock F1		
3	tomatoes open field	2	Certified seeds, Minimum germination of 85%, Purity 99%, onion and variety name SC2121 from bursa tuhum company		
4	Carrots	1	Certified seeds, Minimum germination of 85%, Purity 99%, onion and variety name Nantes		
5	Okra	1	Certified seeds, Minimum germination of 85%, Purity 99%, onion and variety name Ladies Fingerd, Bakker Brothers		
6	watermelon	1	Certified seeds, Minimum germination of 85%, Purity 99%, onion and variety name Crimson sweet		
7	Sweetmelon	1	Certified seeds, Minimum germination of 85%, Purity 99%, onion and variety name Hales Best Jumbo		
8	Forder seed for Animal	5	Certified seeds, Minimum germination of 85%, Purity 99%, and variety name Sudan Grass		
9	Cereal crops (Beans, Sorghum, Millets)	20	High quality seed. A new type of cereals (Hybrid) that is able to give farmers more than the current corn production that can Adapt somali climate and produced by certified company.		

10	Easy grow Fertilizer	5	water soluble fertilizer with chanted micro-elements and bio-stimulants for foliar feeding and fertigation from OSHO chemical industries LTD and items should be: Easy grow flower and fruit Easy grow vegetative, Easy grow Calcium		
11	Animal Manure - for fertilizers	10	350 loads for Animal Manure		
<b>Sub-total</b>					
<b>Total amount for one Farm</b>					
<b>Grand Total for 35 farms</b>					

## Contractor Experience

Details of the relevant experience and past performance on similar contracts within the last five years, as well as information on any existing or future contracts, should be provided. This should include specifics on the level of involvement in each contract and the duration of each assignment. Additional supporting documents can be submitted along with the provided form.

After carefully reviewing the Request for Proposal for the contract dated **26th May 2024**, and thoroughly examining its contents, I/we hereby express our willingness to carry out and successfully complete the requested services in accordance with all the stipulations outlined in the Request for Proposal. This commitment is contingent upon the acceptance of our financial proposal.

Furthermore, I/we acknowledge and unconditionally agree to abide by all the provisions outlined in the Request for Proposal, including the General Terms and Conditions for Service Contracts - V, as well as the draft Service Contract and all related annexes.

I/we also confirm and affirm our compliance with the eligibility criteria specified in Article 33 of the General Terms and Conditions for Service and the Code of Conduct for Contractors mentioned in **Code of Conduct**.

These aforementioned declarations will be considered integral components of the Contract and any misrepresentation will be considered sufficient grounds for termination.

**Signature and stamp:**

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**Signed by:**

<b>Name of the company:</b>	
<b>Address:</b>	
<b>Telephone number:</b>	
<b>Email:</b>	
<b>Name of contact person:</b>	

## **C: GENERAL TERMS AND CONDITIONS FOR SERVICE CONTRACTS.**

### **1. DEFINITIONS**

In these general terms and conditions:

**a) “contract”** is the agreement entered into by the Contracting Authority and the Contractor for the performance of the services described in the terms of reference, to which these general terms and conditions are made applicable; the contract is constituted of the documents listed in the Service Contract.

**b) The Contracting Authority’s “partners”** are the organisations to which the Contracting Authority is associated or linked;

**c) “personnel”** is any person assigned by the Contractor to the performance of the services or any part hereof, whether through employment, sub-contracting or any other agreement; and “key experts” are those members of the personnel whose involvement is considered instrumental in the achievement of the contract objectives;

**d) “beneficiary country”** is the country where the services are to be performed, or where the project to which the services relate is located.

### **2. RELATIONS BETWEEN THE PARTIES**

Nothing contained in the contract shall be construed as establishing a relation of master and servant or of agent and principal as between the Contracting Authority and the Contractor. Except if otherwise provided in the contract, the Contractor shall under no circumstances act as the representative of the Contracting Authority or give the impression that the Contractor has been given such authority. The Contractor has complete charge of the personnel and shall be fully responsible for the services performed by them.

### **3. SCOPE OF SERVICES**

The scope of the services including the methods and means to be used by the Contractor, the results to be achieved by him and the verifiable indicators are specified in the Terms of Reference. The Contractor shall be responsible for everything which is required for the performance of the services in accordance with what is specified in the contract, or which must otherwise be regarded as forming part of the services.

### **4. COMPLIANCE WITH LAWS**

The Contractor shall respect and abide by all laws and regulations in force in the beneficiary country and shall ensure that its personnel, their dependents, and its local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, its personnel and their dependents of such laws and regulations. The Contractor, its personnel and their dependents shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the beneficiary country.

## **5. CODE OF CONDUCT**

The Contractor shall at all times act loyally and impartially and as a faithful adviser to the Contracting Authority and shall perform the services with due care, efficiency and diligence, in accordance with the best professional practice.

## **6. DISCRETION AND CONFIDENTIALITY**

The Contractor shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority. It shall, in particular, refrain from making any public statements concerning the project or the services without the prior approval of the Contracting Authority,

## **7. CONFLICT OF INTEREST**

The Contractor shall refrain from engaging in any activity which conflicts with his obligations towards the Contracting Authority under the contract. The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests during performance of the Contract must be notified in writing to the Contracting Authority without delay. The Contractor shall replace, immediately and without compensation from the Contracting Authority, any member of its personnel exposed to such a situation.

## **8. CORRUPT PRACTICES**

The Contractor and the personnel shall refrain from performing, condoning or tolerating any corrupt, fraudulent, collusive or coercive practices, whether such practices are in relation with the performance of the contract or not. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value as an inducement or reward for doing or forbearing to do any act in relation to the contract or any other contract with the Contracting Authority, or for showing favor or disfavor to any person in relation to the contract or any other contract with the Contracting Authority. The payments to the Contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the contract. The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the 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 commission paid to a company which has every appearance of being a front company. The Contractor further warrants that no official of the Contracting Authority and/or their partner has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract.

## **9. JOINT VENTURE OR CONSORTIUM**

If the Contractor is a joint venture or a consortium of two or more legal persons, all such persons shall be jointly and severally bound to fulfil the terms of the contract. The person designated by the joint venture or consortium to act on its behalf for the purposes of this contract shall have the authority to bind the

joint venture or consortium. For the purposes of performance of the contract, the joint venture or consortium shall act as, and be considered, a single person and, in particular, shall have bank account opened in its name, shall submit to the Contracting Authority single guarantees if required, and shall submit single invoices and single reports. The composition of the joint venture or a consortium shall not be altered without the prior written consent of the Contracting Authority.

#### **10. SPECIFICATIONS AND DESIGNS**

The Contractor shall prepare all specifications and designs using accepted and generally recognized systems acceptable to the Contracting Authority and taking into account the latest design criteria.

#### **11. INFORMATION**

The Contractor shall furnish the Contracting Authority or any person authorized by the Contracting Authority with any information relating to the services and the project as the Contracting Authority may at any time request.

#### **12. REPORTS**

The frequency, deadlines, format and contents of the reports to be drawn up by the Contractor in relation to the performance of the contract shall be described in the Terms of Reference.

#### **13. CONTRACTOR'S PERSONNEL**

**A.** The Contractor shall employ and provide such qualified and experienced personnel as are required to carry out the services, and the Contractor shall be responsible for the quality of the personnel. The names, outputs, duties and CVs of key experts and the titles, job descriptions, minimum qualifications, estimated periods of engagement in the carrying out of the services of each of the personnel and key experts are described in the Organisation and Methodology part of the contract. The Contractor must inform the Contracting Authority of all non-expert personnel it intends to use for the implementation of the contract. The Contracting Authority shall have the right to oppose the Contractor's choice of personnel.

**B.** No changes shall be made in the personnel without the prior consent of the Contracting Authority. The Contractor shall provide a replacement with at least equivalent qualifications and experience and acceptable to the Contracting Authority if:

- a)** on account of death, sickness or accident, a member of the Personnel is unable to continue providing his services,
- b)** any member of the personnel is found by the Contracting Authority to be incompetent in discharging or unsuitable for the performance of his duties under the Contract,
- c)** for any reasons beyond the control of the Contractor, it becomes necessary to replace any member of the Personnel.

**C.** The request for replacement must be made in writing and state the reasons therefore. The Contractor shall proceed swiftly with the request and propose a replacement with at least equivalent qualifications and experience. The remuneration to be paid to the replacement cannot exceed that received by the replaced member of the personnel. Failure by the Contractor to propose a replacement for a key expert satisfactory to the Contracting Authority, shall give the right to the Contracting Authority to terminate the contract. Additional costs arising out of a replacement shall be borne by the Contractor.

- a. 13.3. Working hours, the days and hours of work of the Contractor or/and its personnel in the beneficiary country shall be fixed on the basis of the laws, regulations and customs of the beneficiary country and the requirements of the services.
- b. Leave entitlement Any taking of holiday leave by the personnel during the period of implementation of the contract must be at a time approved by the Contracting Authority.
- c. Overtime, sick leave pay and holidays leave pay are deemed to be covered by the Contractor's remuneration.

#### **14. SUB-CONTRACTING**

Except from the subcontractors listed in the contract, the Consultant shall not subcontract to nor engage another independent contractor to perform any part of the services without the prior written consent of the Contracting Authority. Subcontractors must satisfy the eligibility criteria applicable for the award of the contract. The Contracting Authority shall have no contractual relations with the subcontractors. The provisions of the contract, including these general terms and conditions, and in particular article 13.2 shall, where practicable, apply to the subcontractors and their personnel.

#### **15. LIABILITY**

At its own expense, the Contractor shall indemnify, protect and defend, the Contracting Authority, its agents and employees, from and against all actions, claims, losses or damages arising from any act or omission by the Contractor in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights. Approval by the Contracting Authority of the Contractor's reports and issue of Completion Certificate shall not relieve the Contractor of its liability and shall not prevent the Contracting Authority from claiming damages. The Contractor shall remain liable for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract (the "liability period"). This time limit does not however apply when the damage arises from gross negligence or wilful misconduct of the Contractor. During the liability period, or as soon as practicable after its expiration, the Contractor shall, at its expense, upon instruction of the Contracting Authority, remedy any deficiencies in the performance of the services. In case of default on the part of the Contractor to carry out such instructions, the Contracting Authority shall be entitled to hire another contractor to carry out the same, at the Contractor's expense.

#### **16. INSURANCE**

Within 20 days of signing the contract, the Contractor shall take out and maintain, at its own cost, a full indemnity insurance policy covering its professional liability under the contract and article 15 above, from the commencement date and until the end of the liability period. Within 20 days of signing the contract, the Contractor shall take out and maintain a full indemnity insurance policy for a sum up to the higher of the maximum amount foreseen by the legislation of the country of the Contracting Authority and the amount foreseen by the legislation of the country in which the Contractor has its headquarters and covering, during the period of implementation of the contract, the following risks:

- a) loss of or damage to property purchased with funds provided under the contract, or produced by the Contractor;

b) loss or damage to equipment, material and office facilities made available to the Contractor by the Contracting Authority;

c) civil liability for accidents caused to third parties arising out of acts performed by the Contractor, its personnel and their dependents;

d) employer's liability and workers' compensation in respect of the personnel as well as sickness, accident or death affecting the personnel and their dependents, including the cost of repatriation on health grounds;

e) Such other insurance as required by the laws in force in the beneficiary country.

Prior to the commencement date, the Contractor shall provide evidence to the Contracting Authority that the above insurances have been effected. During execution of the contract, the Contractor shall, when required, provide the Contracting Authority with copies of the insurance policies and the receipts for payment of premiums. Failure on the part of the Contractor to arrange such insurance shall render the contractor liable for any losses, or claims made against the Contractor or Contracting Authority by any party in relation to the Contract.

#### **17. INTELLECTUAL PROPERTY**

All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract shall, with the copyright thereto, be the absolute property of the Contracting Authority. The Contractor shall, upon completion of the contract, deliver all such documents and data to the Contracting Authority. The Contractor may not retain copies of such documents and data and shall not use them for purposes unrelated to the contract without the prior written consent of the Contracting Authority. The Contractor shall not be in violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights. The Contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained from the Contracting Authority, without the prior written consent of the Contracting Authority.

#### **18. RECORDS**

18. RECORDS The Contractor shall keep separate, accurate and systematic records and accounts in respect of the services in such form and detail as is customary in the profession and sufficient to establish accurately that the number of working days and the actual reimbursable expenditure identified in the Contractor's invoice(s) have been duly incurred for the performance of the services. 16 / 20 For a fee-based contract, timesheets recording the days worked by the Contractor's personnel must be maintained by the Contractor. The timesheets must be approved by the Contracting Authority or any person authorized by the Contracting Authority or the Contracting Authority itself on a monthly basis. The amounts invoiced by the Contractor must correspond to these timesheets. In the case of long-term experts, these timesheets must record the number of days worked. In the case of short-term experts, these timesheets must record the number of hours worked. Time spent travelling exclusively and necessarily for the purpose of the Contract may be included in the numbers of days or hours, as appropriate, recorded in these timesheets. Such records must be kept for a 7-year period after the final

payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for reimbursable expenditure. Failure to maintain such records constitutes a breach of contract and will result in the termination of the contract.

## **19. OBLIGATIONS OF CONTRACTING AUTHORITY**

19.1. The Contracting Authority shall provide the Contractor as soon as possible with any information and/or documentation at its disposal which may be relevant to the performance of the contract. On all matters properly referred to it in writing by the Contractor, the Contracting Authority shall give its decisions so as not to delay the services, and within a reasonable time.

19.2. The contract shall specify whether the Contracting Authority is to provide the Contractor with equipment, facilities, counterpart personnel or specific assistance, and shall detail under which conditions. If the provision of such agreed counterpart personnel, equipment, facilities and assistance is delayed or not forthcoming, the Contractor shall endeavor to perform the Services as far as is possible. The parties shall agree on how the affected parts of the services shall be carried out, and the additional payments, if any is due, to be made by the Contracting Authority to the Contractor as a result of additional expenditures.

## **20. CONTRACT PRICE AND PAYMENTS**

Contracts are either “global price” or “fee-based”.

20.1. Fee-based contract In consideration of the services performed by the Contractor under the contract, the Contracting Authority shall make to the Contractor such payments of fees and such reimbursement of costs as provided in the contract. Fees shall be determined on the basis of time actually spent by the key experts in the performance of services at the fee rates specified in the contract. Fee rates are deemed to remunerate all the activities of the Contractor in the performance of the services and to cover all expenses and costs incurred by the Contractor which are not included in the agreed reimbursable costs. The Contracting Authority shall reimburse to the Contractor the reimbursable costs and expenses specified in the contract, actually and reasonably incurred in the performance of the services. Costs and expenses which are not mentioned in the contract shall be deemed covered by the overhead of profit included in the fees. The currency of payments of fees and reimbursable costs and applicable exchange rates are set out in the contract.

20.2. Global price contract the global price covers both the Contractor’s and its personnel’s fees and all expenses to be incurred for the performance of the contract. The global price is in consideration for all obligations of the Contractor under the contract and all matters and things necessary for the proper execution and completion of the services and the remedying of any deficiencies therein.

20.3. Revision Unless otherwise stipulated in the contract, the global price of a global price contract and the fee rates of a fee-based contract shall not be revised.

20.4. Guarantees In the case an advance payment for fees and for reimbursable costs (fee-based contract) or a pre-financing payment (global price contract) is agreed in the contract, its payment by the

Contracting Authority shall be subject to the prior presentation by the Contractor to the Contracting Authority of an approved performance security, advance payment or pre-financing guarantee, if so agreed and under the conditions specified in the Service Contract.

20.5. Conditions of Payment Payments will be made by the Contracting Authority with the frequency, instalments, time limits, amounts and currencies, and under the conditions, in particular on the contents of invoices, specified in the special conditions of the contract. Payment of the final balance shall be subject to performance by the Contractor of all its obligations under the contract and the issue by the Contracting Authority of the completion certificate described in article 25.

20.6. Bank Account Payment will only be made by cheque or bank transfer to the banks account as named in the Contract. Under no circumstances will payment be made in cash or to a bank account other than that specified in the Contract.

## **21. DELAYS IN PERFORMANCE**

If the Contractor does not perform the services within the period of implementation specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation specified in the contract and the actual end of the period of implementation. The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation. If these liquidated damages exceed more than 15% of the contract value, the Contracting Authority may, after giving notice to the Contractor:

- a) Terminate the contract
- b) Complete the services at the Contractor's own expense

## **22. BREACH OF CONTRACT**

Either party commits a breach of contract where it fails to discharge any of its obligations under the contract. Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:

- a) liquidated damages; and/or
- b) termination of the contract. In any case where the Contracting Authority is entitled to damages, it may deduct such damages from any sums due to the Contractor or call on the appropriate guarantee. The Contracting Authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

## **23. SUSPENSION OF PERFORMANCE**

The Contractor shall, on the request of the Contracting Authority, suspend the performance of the services or any part thereof for such time and in such manner as the Contracting Authority may consider necessary. In such event of suspension, the Contractor shall take immediate action to reduce the costs incident to the suspension to a minimum. During the period of suspension, and except where the

suspension is due to any default of the Contractor, the Contractor shall be reimbursed for additional costs reasonably and necessarily incurred by it as a result of the suspension.

#### **24. AMENDMENT OF CONTRACT**

Substantial modifications to the contract, including modifications to the total contract amount, must be made by means of an addendum.

#### **25. COMPLETION CERTIFICATE**

Upon completion of the services, and once

- (a) the Contracting Authority has approved the Contractor's completion report,
- (b) the Contracting Authority 17 / 20 has approved the Contractor's final invoice and final audited statement; the Contracting Authority shall deliver a completion certificate to the Contractor.

#### **26. TERMINATION BY THE CONTRACTING AUTHORITY**

**26.1** The Contracting Authority may terminate the contract after giving a 7 days' notice to the Contractor in any of the following cases: a) the Contractor is in breach of its obligations under the contract and/or fails to carry out the services substantially in accordance with the contract; b) the Contractor fails to comply within a reasonable time with the notice given by the Contracting Authority requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services; c) the Contractor refuses or neglects to carry out instructions given by the Contracting Authority; d) the Contractor's declarations in respect of its eligibility (article 33) and/or in respect of article 31 and article 32, appear to have been untrue, or cease to be true; e) the Contractor takes some action without requesting or obtaining the prior consent of the Contracting Authority in any case where such consent is required under the contract; f) any of the key experts is no longer available, and the Contractor fails to propose a replacement satisfactory to the Contracting Authority; g) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor or the joint venture or consortium, unless such modification is recorded in an addendum to the contract; h) the Contractor fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments.

**26.2** Termination by Contracting Authority for convenience The Contracting Authority may terminate the contract in whole or in part for its convenience, upon not less than 14 days' notice. The Contracting Authority shall not use this right of termination in order to arrange for the services to be executed by another contractor, or to avoid a termination of the contract by the Contractor.

#### **27. TERMINATION BY THE CONTRACTOR**

The Contractor may terminate the contract after giving a 7 days' notice to the Contracting Authority in any of the following cases:

- a) the Contractor has not received payment of that part of any invoice which is not contested by the Contracting Authority, within 90 days of the due payment date,

b) the period of suspension of the performance of the contract under article 23 has exceeded six months;

c) the Contracting Authority is in material breach of its obligations under the Contract and has not taken any actions to remedy the same within 30 days following the receipt by the Contracting Authority of the Contractor's notice specifying such breach.

If the Contractor is a natural person, the contract shall be automatically terminated if that person dies.

## **28. RIGHTS AND OBLIGATIONS UPON TERMINATION**

**28.1.** Upon termination of the contract by notice of either party to the other, the Contractor shall take immediate steps to bring the services to a close in a prompt and orderly manner and in such a way as to keep costs to a minimum.

**28.2.** If the Contracting Authority terminates the contract in accordance with article 26.1 it may, thereafter, complete the services itself, or conclude any other contract with a third party, at the Contractor's expense. The Contracting Authority shall, as soon as is possible after termination, certify the value of the services and all sums due to the Contractor as at the date of termination. It shall, subject to article 28.1 and 28.3, make the following payments to the Contractor:

**(a)** Remuneration pursuant to the contract for services satisfactorily performed prior to the effective date of termination;

**(b)** Reimbursable costs (if fee-based contract) for costs actually incurred prior to the effective date of termination;

**(c)** except in the case of termination pursuant to article 26.1 reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract;

**(d)** in case of termination under article 26.2 and 27, reimbursement for the actual and reasonable costs incurred by the Contractor as a direct result of such termination and which could not be avoided or reduced by appropriate mitigation measures. The Contractor shall not be entitled to claim, in addition to the above sums, compensation for any loss or injury suffered.

**28.3.** In case of termination of the contract for any reason whatsoever, any pre-financing guarantee which might have been granted to the Contracting Authority under article 20.4, may be invoked forthwith by the Contracting Authority in order to repay any balance still owed to the Contracting Authority by the Contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.

**28.4.** If the Contracting Authority terminates the contract under article 26.1, it shall be entitled to recover from the Contractor any loss it has suffered up to that part of the contract value which corresponds to that part of the services which has not, by reason of the Contractor's default, been satisfactorily completed.

### **29. FORCE MAJEURE**

Neither party shall be considered to be in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date of signature of the contract by both parties.

The term "force majeure", as used herein shall mean strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, unseasonal floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, beyond the control of either party and which by the exercise of due diligence neither party is able to overcome. A party affected by an event of force majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with a minimum of delay.

If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party immediately giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the Contracting Authority in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The Contractor shall not put into effect such alternative means unless directed so to do by the Contracting Authority.

### **30. APPLICABLE LAW AND DISPUTES**

The contract is governed by, and shall be construed in accordance with the laws of the Contracting Authority's country. Any dispute or breach of contract arising under this contract shall be solved amicably if at all possible. If not possible and unless provided in the Service Contract, it shall be settled finally by court decision, which shall be held under the law of the Contracting Authority's country. Any ruling by the court will be final and directly executable in the country of the Contractor.

### **31. CHILD LABOR AND FORCED LABOR**

The Contractor (and each member of a joint venture or a consortium) warrants that it and its affiliates comply with the UN Convention on the Rights of the Child - UNGA Doc A/RES/44/25 (12 December 1989) with Annex – and that it or its affiliates has not made or will not make use of forced or compulsory labour as described in the Forced labour Convention and in the Abolition of Forced Labour Convention 105 of the International Labour Organization. Furthermore the Contractor warrants that it, and its affiliates, respect and uphold basic social rights and working conditions for its employees. Any breach of this representation and warranty, in the past or during the performance of the contract, shall entitle the Contracting Authority to terminate this contract immediately upon notice to the Contractor, at no cost or liability for the Contracting Authority.

### **32. MINES**

The Contractor and each member of the joint venture or a consortium) warrants that it and its affiliates is NOT engaged in any development, sale or manufacture of anti -personnel mines and/or cluster bombs or components utilized in the manufacture of anti -personnel mines and/or cluster bombs. Any breach of

this representation and warranty shall entitle the Contracting Authority to terminate this contract immediately upon notice to the Contractor, at no cost or liability for the Contracting Authority.

### **33. INELIGIBILITY**

By signing the purchase order, the Contractor (or, if a joint venture or a consortium, any member thereof) certifies that they are NOT in one of the situations listed below:

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

### **34. CHECKS AND AUDITS**

The Seller shall permit the Contracting Authority or its representative to inspect, at any time, records including financial and accounting documents and to make copies thereof and shall permit the Contracting Authority or any person authorized by it, including Contracting Authorities donors and representatives, at any time, to have access to its financial accounting documents and to audit such records and accounts both during and after the implementation of the Contract. In particular, the Contracting Authority may carry out whatever documentary or on -the -spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

### **35. LIABILITY**

Under no circumstances or for no reason whatsoever will the donor entertain any request for indemnity or payment directly submitted by the Contracting Authority's contractors. Further, the Contracting Authority shall not be liable for or held responsible for any actions or omissions on the part of the Contractor.

## D: CODE OF CONDUCT FOR CONTRACTORS

**By this Code of Conduct**, the Contracting Authority applies ethics to procurement. We expect our contractors to act socially and environmentally responsible and actively work for the implementation of the standards and principles in this Code of Conduct. The Code of Conduct is applicable for all our contractors who supply goods, services and works to our operations and projects. These include but not limited to:

### 1. Zero tolerance

SDC has a zero tolerance policy on:

- Child abuse
- Sexual exploitation and abuse
- Unsafe, illegal, or unethical working practices
- Violence and aggression
- Discrimination, bullying and harassment in relation to ethnicity, sexual orientation, gender, nationality, colour, religion, age, disability, gender, marital status, or political affiliation
- Fraud, bribery, and corruption
- Retaliation against whistle blowers who speak up and do the right thing

### 2. Rule of law

SDC upholds the highest standards in the manner with which it runs its operations, particularly in respecting human rights, labor laws, and the environment. You are required to abide by the rule of law as may be stipulated in any legislation that governs the land and such other laws as may be deemed applicable while engaged with SDC.

### 3. Labor

- i. Forced or Compulsory Labor – SDC expects its staff and suppliers to prohibit forced or compulsory labor in all its forms.
- ii. Child safeguarding SDC has a zero-tolerance policy to child abuse and sexual exploitation of children by our staff, associated personnel, partners and contracted goods and service providers. All children aged less than 18 years have equal rights to protection from all forms of violence as declared in Article 19 of the United Nations Convention on the Rights of the Child.

### 4. Health and Safety

SDC expects staff and suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health and where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.

## **5. Conflict of interest**

Each employee and service providers should avoid any situation where objective judgment, or behavior concerning a primary interest from being improperly influenced by a different interest which such as, but not limited to, financial gain or his/her immediate family, close relatives or personal friends. All the staff and service providers will be require declaring such interest and informing the immediate supervisors.

## **6. Corruption and Money Laundering**

SDC prohibits any pay for, offer, or grant unwarranted advantages, in any form whatsoever, directly or through an intermediary, to a private party or a representative in public authorities anywhere for purpose of obtaining favorable treatment or influencing the outcome of a negotiation with individual or organization.

All the organization staff and service providers are prohibited in their capacity while engaged in the organization to participate in any activities within the definition of any local and international law construed to me money laundering. SDC has a 'whistle blowing procedure' for staff members and any other concerned parties to raise a concern confidentially outside of the reporting lines outlined in the SDC Grievance Procedures. All staff and service providers must report any incident relating to fraud, corruption and money laundering.

## **7. Procurement Ethics**

SDC procurement must be conducted according to laid down procedures designed by the organization. All processes must be handled in an ethical manner, with total impartiality, and without any preferential treatment. All staff and suppliers must ensure procurement principles are not compromised and at all times observe the following practices;

- Avoid conflicts of interest, ensure impartiality and fairness
- Exercise due diligence
- Respect for rules and regulations;
- Integrity
- Transparency
- Confidentiality
- Avoidance of impropriety
- Due diligence.

## **8. Sexual Exploitation and Abuse Clause**

The following specific standards of behavior apply to all SDC personnel including staffs, volunteers, interns and consultants - while under collaboration with SDC and at all times, this includes both within working and outside of standard working hours. All SDC personnel must adhere to SDC standards and values. These standards are as follows;

- SDC personnel must not request any service or sexual favor from beneficiaries of our programs or other members of the communities in which SDC works in return for protection or humanitarian assistance, and must not engage in sexually exploitative relationships.
- SDC personnel must not exchange money, employment, goods or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior. This prohibition against exchange of money for sex means that SDC personnel must not engage the services of sex workers while on SDC assignment, including in SDC premises or accommodations, and while travelling to/from or attending meetings, workshops and trainings, regardless of the local or national law concerning sex work or prostitution in the country in which they work.
- SDC personnel must refrain from having sex or engaging in sexual activity with beneficiaries because there is an inherent conflict of interest and potential for abuse of power in such a relationship. If a personnel member has sex or engages in sexual activities with a beneficiary, he/she must disclose this conduct to his/her supervisor. Failure to report such a conduct will lead to disciplinary action.
- SDC personnel must refrain from sexual activity with any person under the age of 18, regardless of the age of majority or age of consent locally, i.e., the local or national law of the country in which they work. Ignorance or mistaken belief of the child's age is not a defense. Failure to report such a conduct will lead to disciplinary action.
- SDC personnel must not support or take part in any form of sexual exploitative or abusive activity, including, for example, pornography or trafficking of human beings.
- SDC personnel must report in a timely manner any concern or suspicion they have regarding possible violations of the Policy and related standards of behavior via SDC established reporting procedures. SDC personnel must report any concern or suspicion regarding sexual exploitation or abuse via SDC established reporting procedures even when the alleged perpetrator is another humanitarian aid worker. Information related to SEA incidents involving SDC personnel or associates, or other humanitarian aid workers, must be shared only with the in-country SDC Focal Point or his/her alternate who will take over the case and inform immediately the in-country SDC Referent to discuss the way forward.
- SDC personnel must create and maintain a living and working environment which prevents sexual exploitation and abuse, and promotes the implementation of the SDC Policy.

## STATEMENT OF COMPLIANCE

Any violation of these standards constitutes serious misconduct. Failure to comply with these standards or failure to report sexual exploitation or abuse is grounds for disciplinary action. This action may include termination of contract or summary dismissal, and may result in the case being forward to the local authorities for criminal prosecution where appropriate and in accordance with applicable laws.

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**I, the undersigned hereby declare I will adhere to the code of conduct as stipulated here in undertaking my engagement pursuant to my contract with SDC.**

**Name** \_\_\_\_\_

**Signature of the Service Provider:** \_\_\_\_\_

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

## **DISCLAIMER.**

Salaam Development Centre (SDC) invites interested organizations or individuals to submit their proposals by 15th June 2024 before 4:00 pm, adhering to the provided guidelines. Please be advised that SDC retains the right to accept or reject any proposal at its discretion. Proposals received after the deadline will not be considered.

Evaluation of the proposals will be based on specific criteria, with the technical proposal carrying a maximum weightage of 75% and the financial proposal carrying 25%.

### **INSTRUCTIONS FOR SUBMISSION:**

#### **Physical Delivery:**

1. Prepare all required bid documents and place them securely in a sealed envelope.
2. Clearly indicate the Tender Number (PNTB24/2024) on the envelope.
3. Submit the sealed envelope containing the bid documents by dropping it into the designated tender box located at the SDC Garowe office.

It is essential to follow these instructions meticulously to ensure the validity of your proposal.

Thank you for your dedication and interest in collaborating with SDC. We eagerly anticipate receiving your proposal as we work together towards the betterment of our communities.

Procurement Unit.

**Salaam Development Centre (SDC).**