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FEDERAL REPUBLIC OF SOMALIA
MINISTRY OF INTERIOR, FEDERAL AFFAIRS & RECONCILIATION



FEDERAL REPUBLIC of **SOMALIA**

MINISTRY OF INTERIOR, FEDERAL AFFAIRS **AND RECONCILIATION** **(MOIFAR)**

REQUEST FOR PROPOSAL

TENDER NUMBER
RFP/NS/2018/12/S2S/39072

S2S END OF PROJECT EVALUATION

ISSUED 30th DECEMBER 2018

The Ministry of Interior, Federal Affairs and Reconciliation (MOIFAR) of the Somali Federal Republic hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in the Bid Data.

Please acknowledge receipt of this RFP by sending this page, including the signed form below to: S2Sprocurement@gmail.com indicating whether you intend to submit a Proposal. Should you require further clarifications, kindly communicate with the contact person/s identified in the tender document as the focal point for queries in regard to this RFP.

MOIFAR looks forward to receiving your Proposal and thank you in advance for your interest in MOIFAR procurement opportunities.

We _____

Intend to submit a proposal to MOIFAR in regard to the advertised RFP

RFP/NS/2018/12/S2S/39072

S2S END OF PROJECT EVALUATION

SIGNED _____

POSITION _____

DATE _____

COMPANY STAMP

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PART 1: TENDER INFORMATION AND SCOPE OF WORK

1. Introduction

Under Somalia's new government, the Ministry of Interior and Federal Affairs (MOIFA) has been renamed as the Ministry of Interior, Federal Affairs and Reconciliation (MOIFAR) which means reconciliation and conflict management has been taken to the next level and will be a core function under its new portfolio of the Ministry.

MOIFAR's key partner UNDP, act as a counterpart to the Support to Stabilization Project regarding the implementation and overall technical support. However, MOIFAR is the lead implementing organization. The Project was developed in response to the New Deal and is aligned to the priorities and principles spelled out in the Somali Compact. The project has been funded by UN PBF.

The S2S Project aims to support the Federal Government of Somalia (FGS) in its National Strategy for Stabilization which focus on Federal Member States as they strive achieving the Peace-building and State-building Goal (PSG).

The recent National Reconciliation conference organised by MOIFAR with the support of UNDP has set the momentum to advance the work on conflict mediation- from being 'reactive' to 'proactive'. It is vital to design result-based reconciliation, and peace-building National Operational Intervention to ensure that the Federal Government of Somalia (FGS) and Federal Member States (FMS) are promoting uniform and consistent reconciliation and peace-building activities across the country.

2. POLICY STATEMENT OF MOIFAR

To rebuild citizens-State relations, through confidence building, broad-based and inclusive consultative process, with the participation of an empowered civil society and Somali citizens. The adoption a/the UN Security Council Resolutions 2073(2012) and 2124 (2013) enabled SNA forces and AMISOM to renew offensives to retake control of the territory from AI-Shabab while the Federal Government of Somalia (FGS) developed a Strategy for Stabilization, focusing on the gradual establishment of temporary administrations and law enforcements, and coupled with establishment of a reconciliation and dialogue process with citizens, through the establishment of District Peace and Stability Committees (DPSCs), to address immediate needs in each location. The overall approach of stabilization in Somalia is intrinsically related to state building and the reestablishment of a social contract between the State and its citizens towards a Somalia in peace and offering equal opportunities to all. Purpose of PBF support (type of expected change): To extend the authority and capacity of the FGS to the newly recovered areas of South Central Somali among other efforts by empowering Somali citizens to actively participate in local governance and development efforts, including the delivery of peace dividends.

3. CLOSING DATE FOR SUBMISSION

Complete Proposals must be received by MOIFAR in the manner stipulated in this RFP, and no later than 11am (Mogadishu Time) on the 16th January 2019. MOIFAR shall only recognise the date and time that the bid was received by MOIFAR on its email system.

MOIFAR shall not consider any Proposal that is submitted after the deadline.

4. INSTRUCTION TO BIDDERS

A. GENERAL PROVISIONS

1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by MOIFAR</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by MOIFAR. MOIFAR is under no obligation to award a contract to any Bidder as a result of this RFP.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 MOIFAR strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of MOIFAR vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation.</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to MOIFAR staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, MOIFAR</p> <p>(a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a MOIFAR contract.</p>

3. Eligibility	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any NAMS/EA/UN Organization or the World Bank Group or any other international Organisation. Vendors are therefore required to disclose to MOIFAR whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by MOIFAR.</p>
4. Conflict of Interests	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by MOIFAR to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of MOIFAR. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to MOIFAR, and seek MOIFAR's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of MOIFAR staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to MOIFAR's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.

B. PREPARATION OF PROPOSALS

5. General Considerations	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the MOIFAR.</p>
6. Cost of Preparation of Proposal	6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. MOIFAR shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7. Language	7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and MIFAR, shall be written in ENGLISH.
8. Documents Comprising the Proposal	<p>8.1 The Proposal shall comprise of the following documents:</p> <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Any attachments and/or appendices to the Proposal.
9. Establishing the Eligibility and Qualifications of the Bidder	9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using any Forms provided in this RFP and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to MOIFAR's satisfaction.
10. Technical Proposal Format and Content	<p>10.1 The Bidder is required to submit a Technical Proposal using MOIFAR Standard Forms and templates provided, and any additional forms they require.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p>

	<p>10.3 Samples of items, when required, shall be provided within the time specified and unless otherwise specified by MOIFAR, and at no expense to MOIFAR.</p> <p>10.4 When applicable and required, the Bidder shall describe any necessary programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the MOIFAR.</p>
<p>11. Financial Proposals</p>	<p>11.1 The Financial Proposal shall be prepared using the Standard Forms provided in the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
<p>12. Currencies</p>	<p>13.1 All prices shall be quoted USD. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <ul style="list-style-type: none"> a) MOIFAR will convert the currency quoted in the Proposal into the MOIFAR preferred currency, in accordance with the prevailing World Bank operational rate of exchange on the last day of submission of Proposals; and b) In the event that MOIFAR selects a proposal for award that is quoted in a currency different from the preferred currency, MOIFAR shall reserve the right to award the contract in the currency of MOIFAR's preference, using the conversion method specified above.
<p>13. Joint Venture, Consortium or Association</p>	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between MOIFAR and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of MOIFAR.</p>

- 14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of submitting only one proposal.
- 14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by MOIFAR.
- 14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
- a) Those that were undertaken together by the JV, Consortium or Association; and
 - b) Those that were undertaken by the individual entities of the JV, Consortium or Association.
- 14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts.
- 14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

14. Only One Proposal

- 15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.
- 15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:
- a) they have at least one controlling partner, director or shareholder in common; or
 - b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
 - c) they have the same legal representative for purposes of this RFP; or
 - d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process;

	<p>e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or</p> <p>f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.</p>
<p>15. Proposal Validity Period</p>	<p>16.1 Proposals shall remain valid for the period specified in the RFP, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by MOIFAR and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
<p>16. Extension of Proposal Validity Period</p>	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, MOIFAR may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
<p>17. Clarification of Proposal</p>	<p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the RFP. Any request for clarification must be sent in writing in the manner indicated in the RFP. If inquiries are sent other than specified channel, even if they are sent to a MOIFAR staff member, MOIFAR shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 MOIFAR will provide the responses to clarifications through the method specified in the RFP.</p> <p>18.3 MOIFAR shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of MOIFAR to extend the submission date of the Proposals.</p>

C. AWARD OF CONTRACT

18. Right to Accept, Reject, Any or All Proposals	19.1 MOIFAR reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for MOIFAR's action. MOIFAR shall not be obliged to award the contract to the lowest priced offer.
19. Award Criteria	20.1 Prior to expiration of the proposal validity, MOIFAR shall award the contract to the qualified Bidder based on the award criteria indicated in the RFP.
20. Debriefing	21.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from MOIFAR. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for MOIFAR procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
21. Right to Vary Requirements at the Time of Award	22.1 At the time of award of Contract, MOIFAR reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
22. Contract Signature	23.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to MOIFAR. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, MOIFAR may award the Contract to the Second Ranked Bidder or call for new Proposals.
23. Bank Guarantee for Advanced Payment	24.1 Except when the interests of MOIFAR so require, it is MOIFAR's preference to make no advance payment(s) (i.e., payments without having received any outputs).
24. Liquidated Damages	25.1 If specified in BDS, MOIFAR shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
25. Payment Provisions	26.1 Payment will be made only upon MOIFAR's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in MOIFAR with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.
26. Vendor Protest	27.1 MOIFAR's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process.

5. BID DATA SHEET

	Data	Specific Instructions / Requirements
1	Language of the Proposal	English
2	Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	No partial bids allowed
3	Alternative Proposals	Shall not be considered
4	Pre-proposal conference	Will not be conducted
5	Proposal Validity Period	17 days
6	Bid Security	Not Required
7	Advanced Payment upon signing of contract	NIL
8	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: 0.3333% Maximum number of days of delay 30 days, after which MOIFAR may terminate the contract.
9	Performance Security	Not Required
10	Currency of Proposal	United States Dollar
11	Deadline for submitting requests for clarifications/ questions	6 days before the submission deadline

12	Contact Details for submitting clarifications/questions	Focal Person in MOIFAR: Jamal Hassan Address: 888 Building, MOIFAR, Via Tanzania, Mogadishu, Somalia E-mail address: S2Sprocurement@gmail.com
13	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to prospective Proposers by email.
14	Deadline for Submission	16th January 2019 at 12pm Mogadishu time
14	Allowable Manner of Submitting Proposals	Submission by email only
15	Proposal Submission Email Address	S2sprocurement@gmail.com
16	Electronic submission (email) requirements	<ul style="list-style-type: none"> ✦ Format: PDF files only ✦ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ✦ All files must be free of viruses and not corrupted. ✦ Submit separate emails for the technical and financial proposals. ✦ Max. File Size per transmission: 10MB ✦ Max. no of transmissions 10 ✦ Mandatory subject of email: <u>RFP/NS/2018/12/S2S/39072</u> <p>SEPARATE EMAILS WITH THE FOLLOWING SUBJECTS:</p> <p><u>REF: RFP/NS/2018/12/S2S/39072 S2S END OF PROJECT EVALUATION "TECHNICAL"</u></p> <p><u>REF: RFP/NS/2018/12/S2S/39072 S2S END OF PROJECT EVALUATION "FINANCIAL" ▪</u></p>

17	Evaluation Method for the Award of Contract	Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively
18	Expected date for commencement of Contract	January 24, 2019
19	Maximum expected duration of contract	40 days
21	Type of Contract	Contract for Services on behalf of MOIFAR
22	MOIFAR Contract Terms and Conditions that will apply	MOIFAR General Terms and Conditions for Professional Services

6. Objective of the Project

7.1 Project Outputs and key Activities:

Administrations have been established in the 25 newly recovered areas that will oversee the peaceful establishment of interim local administration through inclusive dialogue process, including through empowerment of youth and women; initial law enforcement presence in newly recovered areas ensured. This project strategy aims to assist the FGS to rebuild its relationship with citizens, through the reestablishment of administrative structures/systems and capacities in the newly recovered areas of South Central Somalia, to be achieved through consultative and inclusive peace building efforts. Through components 2 & 3 Empowerment and Local Governance & Enablers, the project focuses on capacitating local administration, and providing support to its peace consolidation activities in the newly recovered areas, in addition to contributing to the deployment of police capacity to the newly recovered areas.

7.2 Theory of change statement:

A stabilization strategy basically related to state building and the reestablishment of a social contract between the state and its citizen achieved by building confidence and trust in public

institutions and through broad-based and inclusive consultative processes with the participation of an empowered civil society and Somali citizens can lead towards a Somalia in peace and offering equal opportunities to all its citizens.

As stated in the Somali Compact, the long-term objective of re-building citizen-state relations can only be achieved by building confidence and trust in public institutions and through broad-based and inclusive consultative processes with the participation of an empowered civil society and Somali citizens. In the short-term the state needs to deliver tangible and visible peace dividends to all Somali citizens.

7.3 Stabilization Strategy

The FGS has developed a stabilization strategy intrinsically related to state building and the reestablishment of a social contract, towards a Somalia in peace and offering equal opportunities to all its citizens.

This strategy is composed of four critical strands covering security, reconciliation, basic service delivery and the establishment of government authority by setting up interim administrations at district and regional levels. The four critical strands of the stabilization strategy are closely aligned with priorities under the five PSGs. In consultation with partners, the FGS has developed priority programs for each of these strands. These programs will kick-start implementation of the first phase of the Compact at the local level. They should be enacted immediately, leading to action plans for priority geographic areas. Over time and as the New Deal Architecture is established, a process will be initiated to transition the stabilization programs and structures into overall implementation plans and mechanisms under the PSGs. Stabilization is thus conceived as the spearhead of the activities under each PSG that allow for the platform for this process to be established. Overtime, the stabilization specific activities should no longer be required, as they would have provided the initial stepping stones allowing for a mainstreamed and inclusive approach to governance, socio-economic and political activities and strategies.

The PBF/IRF support will enable access for the government to immediately engage with the local communities in the newly recovered areas with proper preparation and capacity. The project will further support the outreach and dialogue process that will bring the community together to establish a system that will enable disputes to be resolved through established mechanism and resource to be shared to the neediest. This will enable the international community to catalyze their support on state building.

7.4 Purpose of the Evaluation

The Project has been implemented for 40 months (June 2015-September 2018). This end of project evaluation focuses on the entire implementation period. The evaluation is forward looking and will capture effectively lessons learnt and provide information on the nature, extent and where possible, the potential impact and sustainability of the S2S project. The evaluation will assess the project design, scope, implementation status and the capacity to achieve the project objectives. It will collate and analyze lessons learnt, challenges faced, and best practices obtained during implementation which will inform the programming strategy in the S2S II Project. The emphasis on learning lessons speaks to the issue of understanding what has and what has not worked as a guide for future planning. It will assess the performance of the project against planned results. The evaluation will assess the preliminary indications of potential impact and sustainability of results including the contribution to capacity development and achievement of sustainable development goals. The results of the evaluation will draw lessons that will inform the key stakeholders of this evaluation who are the Somali Federal Government - through the, UNMPTF National Window and UNDP. The evaluation will generate knowledge from the implementation of the S2S project by the various implementing partners in collaboration with UNDP and the Somali Federal Government and reflect on challenges; lessons learnt and propose actionable recommendations for future programming.

7. EVALUATION OF PROGRAMME

The Support to Stabilization (S2S) end of Project evaluation will assess the effectiveness of the implementation strategy and the results. This will include the implementation modalities, UNDP/CSO, FGS: Ministry of Interior, Federal Affairs & Reconciliation (MoIFAR); Ministry of Finance (MoF) federal member states, and district administrations roles and responsibilities, coordination, partnership arrangements, institutional strengthening, beneficiary participation, replication and sustainability of the program. The evaluation will include review of the project design and assumptions made at the beginning of the project development process. Project management including the implementation strategies; project activities; it will assess the extent to which the project results have been achieved, partnerships established, capacities built, and cross cutting issues of mainstreaming gender, human rights and south-south cooperation have been addressed. It will also assess whether the project implementation strategy has been optimum and recommend areas for improvement and learning.

8. PROCEDURES

9.1 Qualifying organisations or individuals are invited to submit proposals and MOIFAR intends, without having committed itself in any way to any of the, to award the contract to the organisation

which it considers as having submitted the best proposal;

9.2 In submitting your proposal you are supposed to have considered all aspects relevant to the performance of the proposed contract and to have obtained all necessary information and data as to risks, contingencies and other circumstances, which may influence or affect your proposal;

9.3 It is understood that all documents, calculations, etc. which may form part of your proposal will become the property of MOIFAR which will not be required to return them to yourselves;

9.4 MOIFAR may decide to make a partial award or no award at all should it consider that the results of this tender so require;

9.5 MOIFAR has adopted a zero tolerance approach to fraud, and it prohibits firms from engaging in corrupt, fraudulent, collusive, coercive, unethical and obstructive practices when participating in procurement activities. If MOIFAR determines that a firm has engaged in such conduct, it will impose sanctions and may share information on sanctioned firms with other Intergovernmental or UN Organizations;

9.6 A company and its affiliates, agents and subcontractors should not be suspended, debarred, or otherwise identified as ineligible by any Intergovernmental or UN Organization, including any organization within the World Bank Group or any multi-lateral development bank, or by the institutions and bodies of economic integration organizations (e.g., the European Union). You are therefore required to disclose to MOIFAR whether your firm, or any of your affiliates, agents or subcontractors, is subject to any sanction or temporary suspension imposed by any such organization or National Authority at any time during the three years prior to the contract or at any time throughout the execution of the contract. You acknowledge that a breach of this provision will entitle MOIFAR to terminate its contract with your company and that material misrepresentations on your status constitute a fraudulent practice;

9.7 Bidders must certify that their firm is not associated, directly or indirectly, with entities or individuals (i) That are associated with terrorism, as in the list maintained by the Security Council Committee established pursuant to its Resolutions 1267 (1999) and 1989 (2011), or (ii) that are the subject of sanctions or other enforcement measures promulgated by the United Nations Security Council.

9.8 Selected bidders also agree to undertake all reasonable efforts to ensure that none of the funds received from MOIFAR under the awarded contract are used to provide support to individuals or entities associated with terrorism or that are the subject of Security Council sanctions. This provision must be included in any subcontracts, sub-agreements, or assignments entered into under the awarded contract. The bidder acknowledges and agrees that this provision is an essential term of the awarded contract and any breach of these obligations and warranties shall entitle MOIFAR to terminate the contract immediately upon notice to the Contractor, without any liability for termination charges or any liability of any kind of MOIFAR;

9.9 Consortium of firms will be accepted provided that the companies indicate which firm will be the main Contractor and will be responsible for the signature of the relevant contract. Bidders adhering to the Consortium will have to notify MOIFAR of their acceptance to participate in the Consortium;

9.10 Bidders must certify that their firm/organization (including all members of a consortium, if applicable) and any subcontractors are not associated, directly or indirectly, with the consultant or any other entity who prepared the terms of reference or other bidding documents for the project;

9.11 Please note that bidders who use an independent consultant to assist in the preparation of offers may risk engaging in unacceptable practices if the same consultant assists another bidder to prepare an offer for the same tender. Bidders are reminded that they are fully responsible for the conduct of any consultant who may be used to prepare offers for MOIFAR tenders and they should take all measures to ensure that any independent consultant engaged to assist in the preparation of an offer for an MOIFAR tender has not and will not be involved in the preparation

of an offer for another bidder for the same tender process. Bidders are kindly requested to disclose to the best of their knowledge whether their firm/organization has any personal or professional relationships with MOIFAR. The disclosure shall include all relevant details and should include, but not be limited to:

- **ANY** current or past employment relationship between your firm/organization's representatives or employees and MOIFAR;
- **ANY** current or past relationship between your firm/organization's representatives or employees and an MOIFAR staff member (family members, spouses, etc.).

9.12 MOIFAR reserves the right to publish the details of awards, including supplier name and country, total contract value and a brief description of the services. In all cases, unsuccessful bidders will be notified.

9.13 The results of this tender are not made public but unsuccessful bidders will be informed. However the Organization will not supply the name of the successful bidder nor the reasons for its choice.

10. EVALUATION SUMMARY

Only Technical Proposals will be opened first (Financial Proposals will remain sealed until finalisation of the evaluation of Technical Proposals). The Technical Proposals will be first screened for compliance with the minimum qualification requirements listed below. Technical Proposals that don't meet the minimum qualification requirements will be rejected and excluded from further consideration. Technical Proposals that meet the minimum qualification requirements will be further evaluated based on the Technical Evaluation Criteria. A proposal shall be rejected if it fails to achieve the minimum technical standards.

Upon completion of the evaluation of the technical proposal, only those financial proposals will be opened which have passed the minimum qualification criteria. Upon evaluation of the financial proposals (including the verifying the costing of the activities described in the technical proposals and check of any arithmetical calculations), the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed using the formula $Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal, which will be 80%; P = the weight given to the Financial Proposal, which will be 20%; $T + P = 1$) and applying the formula S (final combined score) = $St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score (S) will be recommended for award of contract.

MOIFAR reserves the right to consider, and disqualify firms based on, documented prior poor performance, including but not limited to poor quality of goods or services provided, late delivery and unsatisfactory performance. MOIFAR also reserves the right to have further discussions/negotiations with the Bidder prior to issuance of a letter of acceptance.

10.1 MINIMUM QUALIFICATION REQUIREMENTS

Bidders **must** fulfil the following minimum qualification requirements. Failure to provide required information/documents will result in the disqualification of the bidder from the tender evaluation process.

6.1.1 Legal registration in Somalia (Federal Government)

6.1.2 Successful completion of at least two similar assignments (i.e. feasibility studies, governmental infrastructure development and evaluation projects);

6.1.3 Successful completion of at least two assignments in Somalia;

6.1.4 Access to and ability to work in all regions Somalia;

11. SCOPE OF WORK

11.1 Expected Deliverables - Required Data

The successful bidder will be required to supply MOIFAR in-depth detailed reports and feedback to key project evaluation questions organised into four main groups;

- Relevance
- Effectiveness
- Efficiency
- Sustainability

MOIFAR require the successful bidder to supply accurate, meaningful and non-subjective feedback.

11.2 Relevance

- To what extent did the project achieve its overall objectives?
- What and how much progress has been made towards achieving the overall outputs and outcomes of the project for Support to Stabilization Project (including contributing factors and constraints)?
- To what extent were the results (impacts, outcomes and outputs) achieved?
- Were the inputs and strategies identified, and where they realistic, appropriate and adequate to achieve the results?
- Was the project relevant to the identified needs?

11.3 Effectiveness

- Was the project effective in delivering desired/planned results?
- To what extent did the Project's M&E mechanism contribute in meeting project results?
- How effective were the strategies and tools used in the implementation of the project?
- How effective has the project been in responding to the needs of the beneficiaries, and what results were achieved?
- What are the future intervention strategies and issues?

11.4 Efficiency

- Was the process of achieving results efficient? Specifically did the actual or expected results (outputs and outcomes) justify the costs incurred? Were the resources effectively utilized?
- What factors contributed to implementation efficiency?
- Did project activities overlap and duplicate other similar interventions (funded nationally and/or by other donors? Are there more efficient ways and means of delivering more and better results (outputs and outcomes) with the available inputs?
- Could a different approach have produced better results?
- How was the project's collaboration with UNSOS, AMISOM the Somali Federal Government, national institutions, development partners, and the Board Members?
- How efficient were the management and accountability structures of the project?
- How did the project financial management processes and procedures affect project implementation?
- What are the strengths, weaknesses, opportunities and threats of the project implementation process?

11.5 Sustainability

- To what extent are the benefits of the project likely to be sustained after the completion of this project?
- What is the likelihood of continuation and sustainability of project outcomes and benefits after completion of the project?
- How effective were the exit strategies, and approaches to phase out assistance provided by the project including contributing factors and constraints?
- What are the key factors that will require attention in order to improve prospects of sustainability of Project outcomes and the potential for replication of the approach?
- How were capacities strengthened at the individual and organizational level (including contributing factors and constraints)?
- Describe the main lessons that have emerged
- What are the recommendations for similar support in future? (NB: The recommendations should provide comprehensive proposals for future interventions based on the current evaluation findings).

11.6 Other Expected Deliverables:

Additional to those deliverables detailed above the following deliverables are expected.

11.6.1 Inception report:

The Evaluator will prepare an inception report which details the evaluators understanding of the evaluation and how the evaluation questions will be addressed. This is to ensure that evaluator and the stakeholders (Ministry of Interior, Federal Affairs & Reconciliation (MOIFAR); Ministry of Finance (MoF) federal member states, and district administrations and the UN) have a shared understanding of the evaluation. The inception report will include the evaluation matrix summarizing the evaluation design, methodology, evaluation questions, data sources and collection analysis tool for each data source and the measure by which each question will be evaluated. The report will include the scope of work, work plan, time frame, and analysis 4.-5

days after starting the evaluation process. The inception report should include a proposed schedule of tasks; activities and deliverables, with clear responsibilities for each task or product. The inception report will be discussed and agreed upon with all stakeholders.

11.6.2 Draft Evaluation report:

The Evaluator will prepare a draft S2S Evaluation Report, cognizant of the proposed format of the report and checklist used for the assessment of valuation report (see annexes) and the report will be submitted to the UNDP/MoIFAR S2S Project team review and comments.

UNDP/MoIFAR will distribute it to the members of the stakeholders for review and comments. Comments from the stakeholders will be provided within 10 days after the reception of the Draft Report. The report will be reviewed to ensure that the evaluation meets the required quality criteria. The report will be produced in English. The report should provide options for strategy and policy as well as recommendations.

UNDP and MoIFAR are responsible for ensuring timely arrangement for a Steering Committee meeting for the review and validation of the evaluation report. Stakeholders (UN and MOIFAR) will provide comments within the time allocated by the ToR. The Program Unit and key stakeholders in the evaluation should review the draft evaluation report to ensure that the evaluation meets the required quality criteria.

11.6.3 The final report (30 to 50 pages):

This will be submitted 10 days and will include comments from the program stakeholders. The content and the structure of the final analytical report with finding, recommendations and lessons learnt to cover the scope of the evaluation should meet the requirements of the UNDP M & E Policy and should include the following:

- Executive summary (1-2 pages)
- Introduction (1 page)
- Description of the evaluation methodology (6 pages)
- Situational analysis regarding the outcome, outputs and partnership strategy (6-7 pages)
- Analysis of opportunities to provide guidance for future programming (3-4 pages)
- Key findings, including best practices and lessons learned (4-5 pages)
- Conclusion and recommendations (4-5 pages)
- Appendices: charts, terms of reference, field visits, people interviewed, documents reviewed

11.7 Structure of the S2S End of Project Evaluation Report

The final report to be submitted to MOIFAR MUST contain the following;

11.7.1 Executive Summary

- Title page
- Name of program or theme being evaluated
- Country of project/program or theme
- Name of the organization to which the report is submitted

- Names and affiliations of the evaluators
- Date

11.7.2 Essential Data

A self-contained paper of 1-3 pages. Summarise essential information on the subject being evaluated, the purpose and objectives of the Support to Stabilisation Project Evaluation methods applied and major limitations, the most important findings, conclusions and recommendations in priority order. (Maximum 5 pages)

11.7.3 Introduction

- Context and national priorities, goals, and methodology, brief description of the results.
- Describe the project/program/theme being evaluated. This includes the problems that the interventions are addressing; the aims, strategies, scope and cost of the intervention; its key stakeholders and their roles in implementing the intervention.
- Summarise the Strategic Capacity Building Initiative purpose, objectives, and key questions.
- Describe the methodology employed to conduct the S2S End of Project Evaluation and its limitations if any.
- Detail who was involved in conducting the S2S End of Project Evaluation and what were their roles.
- Describe the structure of the S2S End of Project Evaluation report.
- A Reflection on the main findings which considers: (a) the results of the desk review of existing documentation available, and (b) the interviews conducted with all the stakeholder categories.

11.7.4 Major Challenges

- Describe challenges encountered by the project during implementations.
- Provide details about the nature of challenges, whether internal or external, political, security and administrative that impacted the project milestones or delivery timelines.

11.7.5 Financial Management

- Describe the financial systems in place, processes and procedures.
- Summarize key challenges and how it impacted overall project.

11.7.6 Assessment of Monitoring & Verification process

- Describe the M&V processes in place, including plans and field monitoring reports conducted during the implementation phase.

11.7.7 Findings and Conclusions

- State findings based on the evidence derived from the information collected.
- Assess the degree to which the intervention design is applying results-based management principles and human rights-based approach. In providing a critical assessment of performance, analyze the linkages between inputs, activities, outputs, outcomes and if possible impact. To the

- extent possible measure achievement of results in quantitative and qualitative terms. Analyze factors that affected performance as well as unintended effects, both positive and negative.
- c) Discuss the relative contributions of stakeholders to achievement of results.
 - d) Assess how/if the intervention has contributed to gender equality and fulfilment of human rights.
 - e) Conclusions should be substantiated by the findings and be consistent with the data collected.

11.7.8 Recommendations and lesson learnt

Based on the findings and drawing from the evaluator(s)' overall experience in other contexts if possible provide lessons learned that may be applicable in other situations as well. Include both positive and negative lessons.

Formulate relevant, specific and realistic recommendations that are based on the evidence gathered, conclusions made, and lessons learned. Discuss their anticipated implications.

Consult key stakeholders when developing the recommendations.

List proposals for action to be taken (short and long-term) by the person(s), unit or organization responsible for follow-up in priority order.

12. Duty Station

The duty station of the work is Mogadishu, Somalia. Premises, rents, security, utilities, food etc. and all other costs incurred costs are the responsibility of the successful bidder. The successful bidder's appointed representatives will also be required to travel to project sites outside of Mogadishu city.

13. Email Submission

Submission of the bidders tender shall be made by email to: S2sprocurement@gmail.com

Email submission shall be governed as follows:

- a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in this RFP;
- b) The Technical Proposal and the Financial Proposal files **MUST BE COMPLETELY SEPARATE**. The financial proposal shall be encrypted with a password. The files must be sent to the dedicated email address specified in this RFP.
- c) The password for opening the Financial Proposal should be provided only upon request of MOIFAR. MOIFAR will request password only from bidders who's Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.

- d) The maximum file size allowed for submission of the tender is 10mb per email.
- e) Email subject lines should ONLY state;

REF: RFP/NS/2018/12/S2S/39072 S2S END OF PROJECT EVALUATION "TECHNICAL"

REF: RFP/NS/2018/12/S2S/39072 S2S END OF PROJECT EVALUATION "FINANCIAL"

14. Evaluation Management

The evaluation will be managed by MOIFAR in collaboration with a review of UN team. The MOIFAR/S2S Project manager and MOIFAR Director General (DG) shall be the MOIFAR focal person for the evaluation and the main interlocutor within the Governance Program.

The support to S2S End of Project evaluation will be carried out in accordance with PBSO M&E evaluation principles and guidelines and in full compliance with the DAC Evaluation Quality Standards (206).

15. Conditions for RFP Participation

All responses and supporting documentation shall become the property of MOIFAR and will not be returned. MOIFAR ultimately reserves the right throughout this process to select any servicing option that best meets its business requirements and to hold discussions with any and all respondents.

You must agree to the following conditions if you choose to respond to MOIFAR regarding this RFP:

- Neither issuance of this RFP nor receipt of proposal represents a commitment on the part of MOIFAR or any office within the MOIFAR Partnership.
- MOIFAR will not be responsible for, or in any way liable for, any costs incurred by Service Providers in the preparation of any responses or presentations relating to this RFP.

Neither party shall use the name of the other in publicity releases, referrals, advertising, or similar activity without the prior written consent of the other.

16. DUE DILIGENCE

MOIFAR reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:

- a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;

- c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;
- d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;
- e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;
- f) Other means that MOIFAR may deem appropriate, at any stage within the selection process, prior to awarding the contract.

17. REQUIRED QUALIFICATIONS AND EXPERTISE

The successful bidder must appoint the lead evaluator with the following expertise and qualifications:

- a) At least a master's degree in Public Policy, Governance, International Development, Development Economics/Planning, Economic, Public Administration, and Management and in any other related university degree.
- b) Extensive expertise, knowledge, and experience in the field of evaluation of development programs
- c) At least 10 years of experience in working with international organisations and donors;
- d) Experience of program formulation, monitoring and evaluation;
- e) Fluency in English. Working knowledge in Somali is an added advantage; and Excellent written and verbal communication skills in English.

18. REQUIRED RESPONSE

Prospective Service Providers must respond to all the Questions in the **Tender Response Documents** attached in section 4 of this RFP. The Questions are mandatory for Suppliers to complete if they wish to be considered for MOIFAR business. You can use a separate sheet to comprehensively provide answers to the questions.

19. AWARD CRITERIA

Award of the contract will be based on the following criteria that bidders must meet:

a) **ESSENTIAL CRITERIA**

- Bidder meets required abilities to respond to section 6.1 as laid out in the Scope Of Work.
- Bidders can supply CV's of key personnel that will be working on the project, either in country or from locations not situated in Somalia.
- A thorough Risk Assessment analysis and operational security plan.
- Bidder's confirmation of compliance with MOIFAR's Conditions of Tendering, Terms and Conditions of Purchase, Anti-Bribery and Corruption Policy, Child Safeguarding Policy, Equality Policy and IAPG Code of Conduct.

- Bidder's registration in country (Certificate of registration /incorporation, Tax compliance, VAT, Business Permit or relevant membership).
- Proven past experience in Somalia within the last 4 years.
- Supplier is not on any government/UN/EU/ blacklisting, MOIFAR suspended list or prohibited parties.

b) COMMERCIAL CRITERIA

The following criteria are considered very important in the evaluation of this tender:

- Bidder's prices demonstrate an economically advantageous position for MOIFAR
- Quality and certification of Bidder's products
- The financial sustainability of Bidder
- Willing to FIX the prices for a period of NOT less than 18 -24 months from the date of tender submission.
- Bidder provides satisfactory client reference / recommendation letters of 3 (three) NGO/Governmental Purchase Orders /Contracts in the same category.

c) CAPABILITY CRITERIA

The following criteria are considered mandatory to submit for the evaluation process of this tender:

- Bidder's detailed responsiveness in emergency situations
- Submission of bidders full Business Continuity Plan
- Bidder demonstrates unique selling points and additional benefits or services that are of value to MOIFAR.
- Bidders full understanding of operating in potentially unstable environments.

PART 2: CONDITIONS OF TENDERING

1. Definitions

In addition to the terms defined in the Cover Letter, in these Conditions, the following definitions apply:

- (a) **Award Criteria** - the award criteria set out in the Invitation to Tender.
- (b) **Bidder** - a person or organisation who bids for the tender.
- (c) **Conditions** - the conditions set out in this 'Conditions of Tendering document.
- (d) **Cover Letter** - the cover letter attached to the Tender Information Pack.
- (e) **Goods and/or Services** - everything purchased by SCI under the contract.
- (f) **Invitation to Tender** - the Tender Information, these Conditions, MOIFAR's Terms and Conditions of Business, MOIFAR's Anti Bribery and Corruption Policy and the IAPG Code of Conduct.
- (g) **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by MOIFAR to the Supplier, or specifically produced by the Supplier for MOIFAR, in connection with the tender.
- (i) **Supplier** - the party which provides Goods and/or Services to MOIFAR.

2. The Contract

The contract awarded shall be for the supply of services, subject to MOIFAR's Terms and Conditions of Purchase. MOIFAR reserves the right to undertake a formal review of the contract after twelve (12) months.

3. Late tenders

Tenders received after the Closing Date will not be considered, unless there are in MOIFAR's sole discretion exceptional circumstances which have caused the delay.

4. Correspondence

All communications from Bidders to MOIFAR relating to the tender must be by email and addressed to the person identified in this document. Any request for information should be received at least 6 days before the Closing Date, as defined in the Invitation to Tender. Responses to questions submitted by any Bidder will be circulated by MOIFAR to all Bidders to ensure fairness in the process.

5. Acceptance of tenders

MOIFAR may, unless the bidder expressly stipulates to the contrary in the tender, accept whatever part of a tender that MOIFAR so wishes. MOIFAR is under no obligation to accept the lowest or any tender.

6. Alternative offer

MOIFAR is under no obligation to accept Alternative Offers.

7. Prices

Tendered prices must be shown with any chargeable Value Added Tax chargeable or any similar tax (if applicable).

8. No reimbursement of tender expenses

Expenses incurred in the preparation and dispatch of the tender will not be reimbursed.

9. Non-Disclosure and Confidentiality

Bidders must treat the Invitation to Tender, contract and all associated documentation (including the Specification) and any other information relating to MOIFAR's employees, servants, officers, partners or its business or affairs (the "**Confidential Information**") as confidential. All Bidders shall:

- recognise the confidential nature of the Confidential Information;
- respect the confidence placed in the Bidder by MOIFAR by maintaining the secrecy of the Confidential Information;
- not employ any part of the Confidential Information without MOIFAR's prior written consent, for any purpose except that of tendering for business from MOIFAR;
- not disclose the Confidential Information to third parties without MOIFAR's prior written consent;
- not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to MOIFAR;
- use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties;
- notify MOIFAR immediately of any possible breach of the provisions of this Condition 9 and acknowledge that damages may not be an adequate remedy for such a breach.

10. Award Procedure

MOIFAR's Procurement Committee will review the Bidders and their tenders to determine, in accordance with the Award Criteria, whether they will award the contract to any one of them.

11. Information and Record Keeping

MOIFAR shall consider any reasonable request from any unsuccessful Bidder for feedback on its tender and, where it is appropriate and proportionate to do so, provide the

unsuccessful Bidder with reasons why it's tender was rejected. Where applicable, this information shall be provided within 30 business days from (but not including) the date on which MOIFAR receives the request.

12. Anti-Bribery and Corruption

All Bidders are required to comply fully with FGS' Anti-Bribery and Corruption Policy.

13. Child Protection

All Bidders are required to comply fully with FGS' Child Safeguarding Policy.

14. Human Trafficking and Modern Slavery

All Bidders are required to comply fully with FGS' Human Trafficking and Modern Slavery Policy.

15. Exclusion Criteria

Any Bidder is required to confirm in writing that:

- Neither it nor any related company to which it regularly subcontracts is insolvent or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is 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;
- Neither it nor a company to which it regularly subcontracts has been convicted of fraud, corruption, involvement in a criminal organisation, any money laundering offence, any offence concerning professional conduct, breaches of applicable labour law or labour tax legislation or any other illegal activity by a judgment in any court of law whether national or international;
- Neither it nor a company to which it regularly subcontracts has failed to comply with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the relevant country in which it the Bidder operates.

Any Bidder will automatically be excluded from the tender process if it is found that they are guilty of misrepresentation in supplying the required information within their tender bid or fail to supply the required information.

16. Conflict of Interest / Non Collusion

Any Bidder is required to confirm in writing:

- That it is not aware of any connection between it or any of its directors or senior managers and the directors and staff of MOIFAR which may affect the outcome of the selection process. If there are such connections the Bidder is required to disclose them.

- Whether or not there are any existing contacts between MOIFAR, and any other MOIFAR entity, and it and if there are any arrangements which have been put in place over the last twenty four (24) months.
- That it has not communicated to anyone other than MOIFAR the amount or approximate amount of the tender.
- That it has not and will not offer pay or give any sum of money commission, gift, inducement or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the tender process.

17. Assignment and novation

All Bidders are required to confirm that they will, if required be willing to enter into a contract on similar terms with either MOIFAR or any other MOIFAR entity if so required.

PART 3: TERMS AND CONDITIONS OF PURCHASE

1. Definitions and Interpretation

These terms and conditions ("Conditions") provide the basis of the contract between the supplier ("Supplier") and MOIFAR (the "Customer"), in relation to the validly issued purchase order ("Order") (the Order and the Conditions are together referred to as the "Contract"). All references

in these terms and conditions to defined terms - Goods, Services, Prices and Delivery - refer to the relevant provisions of the Order.

2. **Quality and Defects**

The Services shall, as appropriate:

- a) correspond with their description in the Order and any applicable specification;
 - b) comply with all applicable statutory and regulatory requirements;
 - c) be of the highest quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Customer;
 - d) be free from defects in design, material, workmanship and installation; and
 - e) be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.
- 2.1 The Customer (including its representatives or agents) reserves the right at any time to audit the Supplier's records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.

3. **Compliance and Ethical Standards**

- 3.1 The Supplier, its suppliers and sub-contractors, shall (a) observe the highest ethical standards, and shall comply with all applicable laws, statutes, regulations and codes (including environmental regulations and the International Labour Organisation's international labour standards on child labour and forced labour) from time to time in force, (b) comply with the following Customer policies, which are annexed: Child Safeguarding; Fraud, Bribery and Corruption; and Human Trafficking and Modern Slavery (together the "Mandatory Policies"), and (c) act in relation to the Contract in accordance with the principles of the Inter-Agency Procurement Group Code of Conduct.
- 3.2 The Supplier, its suppliers and sub-contractors shall not in any way be involved in (a) the manufacture or sale of arms or have any business relations with prohibited party armed groups or governments for any war related purpose; or (b) terrorism, including checking its staff, suppliers and sub-contractors against the following sanctions lists: UK Treasury List, EU List, INTERPOL, OFAC List and US Treasury List.
- 3.3 The Supplier is taking reasonable steps (including but not limited to having in place adequate policies and procedures) to ensure it conducts its business (including its relationship with any contractor, employee, or other agent of the Supplier) in such a way as to comply with the Mandatory Policies, and shall upon request provide the Customer with information confirming its compliance.
- 3.4 The Supplier shall notify the Customer as soon as it becomes aware of any breach, or suspected or attempted breach, of the Mandatory Policies or Condition 8 (Supplier's Warranties), and shall inform the Customer of full details of any action taken in relation to the reported breach.

4. Delivery / Performance

- 4.1 Services shall be performed at the address and on the date or within the period stated in the Order, and in either case during the Customer's usual business hours, except where otherwise agreed in the Order. Time shall be of the essence in respect of this Condition 4.1.
- 4.2 Where the date of delivery of performance of Services is to be specified after issue of the Order, the Supplier shall give the Customer reasonable written notice of the specified date.
- 4.3 Delivery of the services shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to the Customer or its agents at the address specified in the Order.
- 4.4 Risk of damage to or loss of Goods shall pass to the Customer in accordance with the relevant provisions of Incoterms 2010 identified in the Order, or, where Incoterms do not apply, risk in the Goods shall pass to the Customer on completion of delivery.
- 4.5 The Customer shall not be deemed to have accepted any Services until the Customer has had reasonable time to inspect them following delivery and/or performance by the Supplier.
- 4.6 The Customer shall be entitled to reject any Services supplied which are not in accordance with the Contract. If any Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Services which conform with the Contract. Alternatively, the Customer may cancel the Contract and return any rejected Services to the Supplier at the Supplier's risk and expense.

5. Indemnity

The Supplier shall indemnify the Customer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Customer as a result of or in connection with any act or omission of the Supplier or its employees, agents or sub-contractors in performing its obligations under this Contract, and any claims made against the Customer by third parties (including claims for death, personal injury or damage to property) arising out of, or in connection with, the supply of the Goods or Services.

6. Price and Payment

Payment will be made as set out in the Order and the Customer shall be entitled to off-set against the price set out in the Order all sums owed to the Customer by the Supplier.

7. Termination

- 7.1 The Customer may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one month's written notice.

- 7.2 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if the Supplier:
- a) becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or
 - b) is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within 14 days of written request from the Customer.
- 7.3 In the event of termination, all existing Orders must be completed.

8. Supplier's Warranties

- 8.1 The Supplier warrants to the Customer that:
- a) it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party's rights;
 - b) it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer;
 - c) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances;
 - d) none of its directors or officers or any of its employees have any interest in any supplier or potential supplier of the Customer or is a party to, or are otherwise interested in, any transaction or arrangement with the Customer; and
 - e) information provided to the Customer are, and remain, complete and accurate in all material respects.

9. Force majeure

- 9.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event that is beyond that party's reasonable control (a "Force Majeure Event") provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.
- 9.2 If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 14 days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

10. General

- 10.1 The Supplier shall not use the Customer's name, branding or logo other than in accordance with the Customer's written instructions or authorisation.

- 10.2 The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent.
- 10.3 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified from time to time. For the purposes of this Condition, "writing" shall include e-mails and faxes.
- 10.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 10.5 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.
- 10.6 The Contract shall be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.
- 10.7 A person who is not a party to the Contract shall not have any rights under or in connection with it.

PART 4:

RETURNABLE BIDDERS FORMS

Form A Technical Proposal Submission Form

Name of Bidder:		Date:	
RFP reference:			

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- b) have no conflict of interest in accordance with the rules stated in this RFP;
- c) do not employ, or anticipate employing, any person(s) who is, or has been a MOIFAR staff member within the last year, if said MOIFAR staff member has or had prior professional dealings with our firm in his/her capacity as MOIFAR staff member within the last three years of service with MOIFAR.
- d) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- e) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with MOIFAR or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to MOIFAR.

f)

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by MOIFAR.

We offer to provide services in conformity with the Bidding documents, including MOIFAR General Conditions of Contract and in accordance with the Terms of Reference.

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Proposal you receive.

I, the undersigned, certify that I am duly authorised by [Insert Name of Bidder] to sign this Proposal and bind it should MOIFAR accept this Proposal.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

FORM B Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Countries of operation	[Complete]

No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Contact person MOIFAR may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ✦ Company Profile, which should <u>not</u> exceed four (4) pages, including printed brochures and product catalogues relevant to the goods/services being procured ✦ Invoice example ✦ Certificate of Incorporation/ Business Registration ✦ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ✦ Any / All company policies in regard to <ul style="list-style-type: none"> ○ Child labour ○ Anti-bribery ○ Anti-corruption ○ BCP's ○ Risk assessment ○ Conflict resolution ✦ Trade name registration papers, if applicable ✦ Local Government permit to locate and operate in assignment location, if applicable ✦ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country ✦ Power of Attorney

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

FORM C Joint Venture/Consortium/Association Information Form

Name of Bidder:		Date:	
RFP reference:			

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information <i>(address, telephone numbers, fax numbers, e-mail address)</i>	Proposed proportion of responsibilities (in %) and type of services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
--	------------

We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture **OR** JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to MOIFAR for the fulfilment of the provisions of the Contract.

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

FORM D Qualification Form

Name of Bidder:		Date:	
RFP reference:			

If JV/Consortium/Association, a separate FORM D to be completed by each partner.

Historical Contract Non-Performance

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> Contract(s) not performed for the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form E - Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 5 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by MOIFAR.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

Attached are the Statements /references of Satisfactory Performance from the Top 3 (three) Clients or more.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

From F - Financial Standing

Annual Turnover for the last 3 years	Year	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the past 2 years as required in reference to the above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form G - Format of Technical Proposal

Name of Bidder:		Date:	
RFP reference:			

The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 Organization's project management capacity.
- 1.3 Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.)
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Relevance of specialised knowledge, experience on similar programmes and organization's commitment to sustainability.

SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.
- 2.2 Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?
- 2.3 How well developed is a system of feedback and communication?
- 2.5 How well-developed is a proposed approach to the process of evaluation?

- 2.6 How well-developed and robust is the methodology?
- 2.7 How well-developed and realistic are the mechanisms required to reach satisfactory results?
- 2.8 How well-developed and realistic is the proposed returning procedure in full scope to the terms of the agreement?
- 2.9 How well-elaborated is the proposed plan of work and suggested timeline?
- 2.10 Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?
- 2.11 Does the proposal provide a strategic partnership/collaborative approach with a wide range of stakeholders, with a mechanism of local resource mobilization?
- 2.12 Does the proposal provide a clear exist strategy, with a well-designed institutionalization of good practices for sustainability?

SECTION 2A: Bidder's Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i>
	[Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of services]</i>
	✦ Name of institution: [Insert] ✦ Date of certification: [Insert]
Employment Record/ Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i>
	[Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i>
	Reference 1: [Insert] Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

Form G - Financial Proposal Submission Form

Name of Bidder:		Date:	
RFP reference:			

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal pass worded under a separate email.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form H - Financial Proposal Form

Name of Bidder:		Date:	
RFP reference:			

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

Currency of the proposal: [Insert Currency]

Table 1: Summary of Overall Prices

	Amount(s)
Professional Fees in words and numbers	
Other Costs in words and numbers	
Total Amount of Financial Proposal in words and numbers	

Table 2: Breakdown of Professional Fees

Name	Position	Fee Rate	No. of Days/months/ hours	Total Amount
		A	B	C=A+B
	Project manager			
	Other Staff 1			
	Other Staff 2			
	Other Staff 3			
Subtotal Professional Fees:				

Table 3: Breakdown of Other Costs

Description	UOM	Quantity	Unit Price	Total Amount
Travel	Trip			
Visas and Permits	Trip			
Security	Static			
Security	Mobile			
International flights	Trip			
Subsistence allowance	Day			
Miscellaneous travel expenses	Trip			
Local transportation costs	Lump Sum			
Accommodation				
Daily allowance				
Out-of-Pocket Expenses				
Other Costs: (please specify)				
Rent (if applicable)				
Communication charges (telephone)				
Internet				
Consumables for office				
Medevac/Casevac Provision	Per person			
Subtotal Other Costs:				

Table 4 Other costs & evaluation writing and presenting pricing

Description	UOM	Quantity	Unit Price	Total Amount
Evaluation writing				
Evaluation presenting				
Other 1 (please specify)				
Other 2 (please specify)				
Other 3 (please specify)				