# **REQUEST FOR QUOTATION (RFQ)**

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| RFQ Reference: **SO42000000169** | Date: 04 February 2025 |

**SECTION 1: EPC\_WASH\_Consultancy firm for the legalization of the PPP agreement for the bulk water management in Baidoa between the Government, BAIWASCO and the private partners**

International Organisation for Migration (IOM) kindly requests your quotation for the provision of goods, works, and/or services as detailed in Annex 1 of this RFQ.

This Request for Quotation comprises the following documents:

Section 1: This request letter.

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements- Bill of Quantity (BOQ)

Annex 2: Quotation Submission Form

Annex 3: Technical and Financial Offer

Annex 4: General Conditions of Contract

Annex 5: VIS & UN Code of Conduct

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using Annex 2: Quotation Submission Form and Annex 3 Technical and Financial Offer, by the method and by the date and time indicated. It is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation.

Thank you and we look forward to receiving your quotations.

Approved by:

Very truly yours,

*IOM Somalia Procurement*

## **SECTION 2: RFQ INSTRUCTIONS AND DATA**

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| **Deadline for the Submission of Quotation** | 20/02/2025  If any doubt exists as to the time zone in which the quotation should be submitted, refer to <http://www.timeanddate.com/worldclock/>. |
| **Method of Submission** | Quotations must be submitted as follows:  Email  Bid submission address: **procurement-tenderonly@iom.int**   * File Format: PDF * File names must be maximum 60 characters of long and must not contain any letter or special character other than from the Latin alphabet/keyboard. * All files must be free of viruses and not corrupted*.* * Max. File Size per transmission: 8 MB * Mandatory subject of the email **EPC\_WASH\_Consultancy firm for the legalization of the PPP agreement for the bulk water management in Baidoa between the Government, BAIWASCO and the private partners.**   **“PLEASE DO NOT CHANGE THE SUBJECT DURING SUBMISSION”**   * It is recommended that the entire Quotation be consolidated into as few attachments as possible. * The proposer should receive an email acknowledging email receipt. |
| **Cost of preparation of quotation** | IOM shall not be responsible for any costs associated with a Supplier’s preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process. |
| **Supplier Code of Conduct** | All prospective suppliers must read the UN Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labor, human rights, environment, and ethical conduct may be found at: [Supplier Code of Conduct (ungm.org)](https://www.ungm.org/Public/CodeOfConduct). |
| **Conflict of Interest** | **UN encourages every prospective Supplier to** avoid and prevent conflicts of interest, by disclosing to UN if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ. |
| **General Conditions of Contract** | Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the IOM General Conditions of Contract for provision of goods/services/transportation/medical services available at https://www.iom.int/do-business-us-procurement. |
| **Eligibility** | Bidders shall have the legal capacity to enter into a binding contract with IOM and to deliver in the country, or through an authorized representative. |
| **Currency of Quotation** | Quotations shall be quoted in USD |
| **Duties and taxes** | The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below:  All prices shall:  be inclusive of VAT and other applicable indirect taxes  be exclusive of VAT and other applicable indirect taxes |
| **Language of quotation and documentation including catalogues, instructions and operating manuals** | English Language |
| **Documents to be submitted** | Bidders shall include the following documents in their quotation:  Annex 2: Quotation Submission Form duly completed and signed  Annex 3: Technical and Financial Offer duly completed and signed and in  accordance with the Schedule of Requirements in Annex 1 |
| **Quotation validity period** | Quotations shall remain valid for 90 days from the deadline for the Submission of Quotation. |
| **Price variation** | No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received. |
| **Partial Quotes** | Not permitted |
| **Payment Terms** | 100% up on delivery |
| **Contact Person for correspondence, notifications and clarifications** | Focal Person: Iftin Yussuf  E-mail address: iyussuf@iom.int  Attention: Quotations shall not be submitted to this address but to the address for quotation submission above. |
| **Clarifications** | Requests for clarification from bidders will not be accepted any later than 3 days before the submission deadline. Responses to the request for clarification will be communicant via ted email. |
| **Evaluation method** | The contract will be awarded to the lowest price substantially compliant offer |
| |  |  | | --- | --- | | **Evaluation criteria** | | | **Technical** | **Score** | | Similar experience in terms of Scope, location, Cost, and subject matter- 2 or more contracts of equivalent nature and complexity. Experience working on master plan development and feasibility studies in Somalia. | Pass/Fail | |  |  | | **Proposed work plans for the development of the feasibility studies** as per TOR | Pass/Fail | | **Key professional staff qualifications and competence for the assignment (CV attached)-**   * Project Manager/Team leader with a master’s degree in law or equivalent qualification with 15 years or more professional experience in the field of water management and PPP models He/she should demonstrate management and administration experience. * Geographical Information System (GIS) and Remote Sensing expert- 5 years of experience * Environmental, Social and Climate Change experts – 7 years of experience * Technical specialists and civil engineers- 5 years minimum experience * Integrated water resource management expert- 7 years of experience * Financial specialists with knowledge in business and economic models- 5 years of relevant experience * Water governance expert with relevant experience in water laws knowledge of tariff legislation in Somalia or Kenya: 8 years of relevant experience | Pass/Fail | | **A** valid Registration certificate to work in Somalia and particularly Southwest Administration | Pass/Fail | | |
| **Right not to accept any quotation** | IOM is not bound to accept any quotation, nor award a contract or Purchase Order |
| **Right to vary requirements at the time of award** | At the time of award of the Contract or Purchase Order, IOM reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum of 25% of the total offer, without any change in the unit price or other terms and conditions. |
| **Type of Contract to be awarded** | Service agreement |
| **Expected date for contract award.** | 15th March2024 |
| **Policies and procedures** | This RFQ is conducted in accordance with Policies and Procedures of IOM |
| **UNGM registration** | IOM is encouraging all suppliers to register at the United Nations Global Marketplace (UNGM) website at [www.ungm.org](http://www.ungm.org). The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award of USD 100,000 and above, the Bidder is recommended to register on the UNGM prior to contract signature. For vendors who do not have the technical means to register in UNGM, the UNGM has implemented an assisted vendor registration functionality that allows IOM procurement personnel to add local vendors to the UNGM. |

## **ANNEX 1: SCHEDULE OF REQUIREMENTS**

**Technical Specifications:**

**As per the below TOR**

**Background**

The Federal Government of Somalia, with funding from the African Development Bank, has implemented the Baidoa Urban Water Supply and Sanitation Project in partnership with the International Organization for Migration (IOM). The project aims to increase access to safe water, improve sanitation, strengthen capacity for improved water and sanitation services delivery, and reduce economic and social exclusion of poor and vulnerable groups in Baidoa town.

To ensure institutional sustainability of the project under Project Objective (c) and Component (ii), the client established a limited liability company that is responsible for Bulk water supply systems and for the distribution systems the existing private companies will be engaged to provide service delivery at last mile connection.

Currently, Baidoa's water supply services are primarily delivered by private entities. Three major operators dominate infrastructure development and service provision, while numerous smaller operators with mobile infrastructure (e.g., water trucks, carts) also contribute to meeting the community's needs. To enhance the sustainability and effectiveness of water service delivery, the project will adopt a collaborative approach. As a first step, all water service providers, regardless of size, will be engaged through a Public-Private Partnership (PPP) framework. This framework will be structured as a limited liability corporation, ensuring both private sector expertise and government participation.

The governance of this corporation will be grounded in relevant legislation, including corporate laws, PPP regulations, and sector-specific regulatory frameworks for licensed operators. This approach will foster transparency, accountability, and adherence to established standards, ultimately leading to improved water services for Baidoa's residents.

**Objective**

The objective of this consultancy is to develop a Public-Private Partnership (PPP) concession agreement between the Government of South West State of Somalia and BAIWASCO, a limited liability corporation owned 70% by the Government and 30% by the private sector. The firm will also develop a bulk water services agreement between BAIWASCO and private water service providers, as well as define the roles and responsibilities between the Government, BAIWASCO, and private water service providers.

**Scope of Work**

The consultancy team will be responsible for the following tasks:

1. Develop a PPP Concession Agreement - The consultancy will develop a comprehensive PPP concession agreement between the Government of South West State of Somalia and BAIWASCO, outlining the terms and conditions of the partnership, including the rights and obligations of each party.
2. Develop a Bulk Water Services Agreement - The consultancy will develop a bulk water services agreement between BAIWASCO and private water service providers, outlining the terms and conditions of the bulk water supply, including pricing, quantity, and water quality procedures.
3. Define Roles and Responsibilities - The consultancy will define the roles and responsibilities of the Government, BAIWASCO, and private water service providers, ensuring clarity and transparency in the management and operation of the water supply and sanitation services.
4. Ensure Compliance with Relevant Laws and Regulations - The consultancy will ensure that the agreements developed are compliant with the relevant laws and regulations of Somalia, including the PPP law, corporation law, and sector-specific regulatory frameworks.
5. Conduct a Stakeholder Consultations - The consultancy will conduct stakeholder consultations with relevant government agencies, BAIWASCO, private water service providers, local communities and other stakeholders to ensure that the agreements developed are feasible and acceptable to all parties.
6. Require Compliance to Environmental and Social (E&S) Requirements- The consultancy will ensure the Baidoa Urban Water Supply and Sanitation Project is implemented in a socially responsible and environmentally sustainable manner, benefiting local communities, safeguarding vulnerable community members and promoting long-term development outcomes. The consultant will ensure the partners adhere to the following E&S aspects:-

Reservoir water treatment - Treating water stored in the 2 water tanks to make it safe for drinking water supply. Require regular water testing to trace changes in quality Continuous training on water handling methods and hygiene to mitigate contamination

Community Health and Safety- Include provisions in the concession agreements to ensure that the project adheres to health and safety standards to protect workers, communities, and the environment.

Develop emergency response plans and procedures to address potential accidents, spills, or other incidents during implementation.

Control Access to Water Facilities – All water tanks, boreholes and affiliate facilities must be fenced and guarded 24/7 to maintain water quality, prevent contamination, ensure safety and compliance with regulatory standards. Require provision of a guardhouse present at facility and deployment of security guards to patrol and control access to water facilities.

Equitable Access and Affordability- The Consultancy will ensure there are provision for equitable access to water supply services for vulnerable community members in Baidoa, regardless of socio-economic status or geographic location. The PPP agreements should provide targeted subsidies, fee waivers, or flexible payment options to ensure affordability for low-income households and vulnerable groups like IDPs, orphanages, mosques and marginalized settlements.

Local Content, Employment and Training-The consultancy will ensure that local communities are actively engaged, employed, trained and benefit from the project's economic opportunities and social development outcomes. Include provisions in the concession agreement requiring the private operator to prioritize sourcing goods, materials, and services locally, the hiring of local community members as well as training, skills development, and capacity building opportunities for local workers to enhance their employability for project implementation, operation, and maintenance.

Community Engagement, Empowerment and Consultation – The Consultancy shall ensure that vulnerable groups, including women, youth, and marginalized communities, have a voice in shaping water policies, programs, and interventions. The PPP agreememts should sensitize the public on sustainable water use practices and establish mechanisms for community feedback, grievance redressal, and dispute resolution to address concerns related to employment opportunities, labor rights, and social impacts

Landscape and maintenance – The Consultant shall require the project stakeholders to ensure that water facilities are not only functional and reliable but also aesthetically pleasing, environmentally sustainable, and well-maintained for the benefit of the community and the surrounding environment. The PPP Agreements should require the private operator to enhance the restoration, tree planting and landscaping of the water facilities sites and submit regular reports on landscaping activities, maintenance schedules, and vegetation management practices, including any deviations or incidents.

**Deliverables**

The consultancy will deliver the following:

1. A comprehensive PPP concession agreement between the Government of South West State of Somalia and BAIWASCO.
2. A bulk water services agreement between BAIWASCO and private water service providers.
3. A document outlining the roles and responsibilities of the Government, BAIWASCO, and private water service providers.
4. Reports on stakeholder consultations and feedback.
5. Environmental and Social Safeguards Documentation incorporating E&S safeguards into the concession agreement and related contracts, including mitigation measures, monitoring mechanisms, and compliance requirements.

**Requirements**

* A lead consultant with an Advanced degree in law (LLB, LLM) with specialization commercial law and experience in contract law, public-private partnerships, and/or water resources management.
* The firm should have a minimum of 10 years of experience in developing PPP agreements and concessions, particularly in the water and sanitation sector.
* The consultants should have a strong understanding of the legal and regulatory framework of Somalia, particularly in the areas of PPP, corporations, and sector-specific regulations.
* The consultants should have demonstrated expertise in environmental and social legal frameworks, regulations, and standards relevant to water supply and sanitation projects, including national laws and international best practices.
* The consultants should have excellent analytical, communication, and negotiation skills.
* The consultants should be fluent in English and or Somali and have the ability to communicate effectively with stakeholders.

**Duration**

The consultancy is expected to last for a period of 2 months.

**Proposed Work Plan**

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|  | **Objective** | **Activities** | **Duration in**  **Days** |
| 1. | Preparations | Review project background, Terms of Reference (TORs) and relevant documentation. IOM to provide:   1. Somali ESG safeguards 2. Water Act 2020 3. Project Background Information including project scope documentation and stakeholder consultation feedback | 5 |
| 2. | Legal Framework Analysis | * Analyze the legal and regulatory framework of Somalia pertaining to PPP, corporations, and water sector regulations. * Identify any gaps or areas of concern that need to be addressed in the concession agreement. | 5 |
| 3 | Review of  Agreements | * Review and/or Develop a comprehensive PPP concession agreement between the Government of the South West State of Somalia and BAIWASCO, incorporating terms and conditions outlined in the TORs. * Ensure clarity on rights, obligations, pricing mechanisms, quality standards, and dispute resolution mechanisms. | 10 |
| 4 | Development of Bulk Water Services Agreement | * Draft a bulk water services agreement between BAIWASCO and private water service providers, specifying terms for bulk water supply, pricing, quantity, quality assurance, and monitoring procedures. | 10 |

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| 5 | Defining Roles and Responsibilities | * Define the roles and responsibilities of the Government, BAIWASCO, and private water service providers in the operation and management of water supply and sanitation services. * Ensure transparency, accountability, and effective governance structures. | 5 |
| 6 | Environmental and Social Safeguards Integration | * Incorporate environmental and social safeguards into the concession agreement and related contracts, aligning with national laws, international best practices, and project objectives. * Develop mitigation measures, monitoring mechanisms, and compliance requirements. | 5 |
| 7 | Stakeholder Consultation | * Conduct stakeholder consultations with the Government representative, BAIWASCO representative and private water service providers’ representative. * Solicit feedback on the draft agreements to ensure feasibility, acceptability, and inclusivity. | 5 |

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| 8 | Finalization and Reporting | * Revise and finalize all agreements based on feedback received during consultations and internal review and submit the following | 5 |
|  |  | 1. PPP Concession Agreement between the Government of South West State of Somalia and BAIWASCO 2. Bulk Water Services Agreement between BAIWASCO and private water service providers 3. Document outlining roles and responsibilities of the Government, BAIWASCO, and private water service providers. 4. Report on stakeholder consultations |  |
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**ANNEX 2: QUOTATION SUBMISSION FORM**

*Bidders are requested to complete this form, including the Company Profile and Bidder’s Declaration, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.*

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| Name of Bidder: | Click or tap here to enter text. | |
| RFQ reference: | SO42000000169 | Date: Click or tap to enter a date. |

**VENDOR INFORMATION SHEET[[1]](#footnote-1)**

Please see attach the latest vendor information sheet

**BIDDER’S DECLARATION OF CONFORMITY[[2]](#footnote-2)**

| **Yes** | **No** |  |
| --- | --- | --- |
|  |  | On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM. |
|  |  | On behalf of the Supplier, I further represent and warrant that no official of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization. |
|  |  | On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the “UN Sanctions List”) or are the subject of any sanctions or other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation. |
|  |  | On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at <https://www.ungm.org/Public/CodeOfConduct>. |
|  |  | It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration. |
|  |  | On behalf of the Supplier, I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM. |
|  |  | IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration. |

Signature:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

**ANNEX 3: TECHNICAL AND FINANCIAL OFFER - SERVICES**

Bidders are requested to complete this form, sign it and return it as part of their quotation along with Annex 2 Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

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| Name of Bidder: | Click or tap here to enter text. | |
| RFQ reference: | Click or tap here to enter text. | Date: Click or tap to enter a date. |

**Technical Offer**

Provide the following:

* *a brief description of your qualification, capacity and expertise that is relevant to the Terms of Reference.*
* *a brief methodology, approach and implementation plan;*
* *team composition and CVs of key personnel*

**Financial Offer**

Provide a lump sum for the provision of the services stated in the Terms of Reference of your technical offer. The lump- sum should include all costs of preparing and delivering the Services. All daily rates shall be based on an eight-hour working day.

**Currency of Quotation: USD**

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| **Ref** | **Description of Deliverables** | **Price** |
| 1. | EPC\_WASH\_CONSULTANT FIRM FOR THE BAIDOA WATER AGENCY AND GOVERNMENT ENGAGEMENT |  |
| 2. |  |  |
| 3. |  |  |
| 4. |  |  |
| 5. |  |  |
|  |  |  |
| **Total Price** | |  |

**Breakdown of Fees**

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| --- | --- | --- | --- | --- |
| **Personnel / other elements** | **UOM** | **Qty** | **Unit Price** | **Total Price** |
| Personnel |  |  |  |  |
|  |  |  |  |  |
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|  |  |  |  |  |
| Other expenses |  |  |  |  |
| International flights |  |  |  |  |
| Subsistence allowance |  |  |  |  |
| Local Transportation |  |  |  |  |
| Communication |  |  |  |  |
| Other Costs: (please specify) |  |  |  |  |
| Total |  |  |  |  |

**Compliance with Requirements**

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| --- | --- | --- | --- |
|  | You Responses | | |
| Yes, we will comply | No, we cannot  comply | If you cannot comply, pls. indicate counter proposal |
| Delivery Lead Time | ☐ | ☐ | Click or tap here to enter text. |
| Validity of Quotation | ☐ | ☐ | Click or tap here to enter text. |
| Payment terms | ☐ | ☐ | Click or tap here to enter text. |
| Other requirements [pls. specify] | ☐ | ☐ | Click or tap here to enter text. |

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| I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted. | |
| *Exact name and address of company* Company Name Click or tap here to enter text. Address: Click or tap here to enter text.  Click or tap here to enter text.  Phone No.:Click or tap here to enter text. Email Address:Click or tap here to enter text. | Authorized Signature:  Date:Click or tap here to enter text. Name:Click or tap here to enter text.  Functional Title of Authorised Signatory:Click or tap here to enter text.  Email Address: Click or tap here to enter text. |

1. [Vendor Information Sheet.xlsx](https://iomint.sharepoint.com/:x:/t/ManilaSupplyChainUnit/EcdiXZEFetxEl29DHqMnNLgBnUvABCGiNC-UMMSpf4ddXQ?e=IBVJfN) [↑](#footnote-ref-1)
2. This form is mandatory to fill in and sign by every vendor who submits quotation [↑](#footnote-ref-2)