TENDER NOTICE

REFERENCE: 17 Shallow well Construction B.1

Description
Construction of 17 Shallow well Construction for SHF, CBPF-SOM-25-S-NGO-36446

We invite interested bidders to access the following Tender Documents for further information through our website: http://www.hiwa.org/tenders/on **5th Aug 2025.**

a) Annex A: Price Offer Template.

must not be deposited later than 18th Aug 2025 from 9:00 am to 12:00 pm Somalia Time at the tender box In Beledwein, Bulaburde and Mogadishu'Our reference: 17 Shallow well Construction SHF, CBPF-SOM-25-S-NGO-36446 Activity Line B1 at HIWABELETWEIN OFFICE.

Contact Person: AbdirahmanNuh Mohamed - Tel +252 618180950/+252 684532, Email: tenders@hiwasom.org

5th Aug 2025,
ITT reference number:
HIWA/WASH/101/2025

Dear Sir / Madam,

Humanitarian integrity for women action invites your submission of a tender to provide goods/servicesin accordance with the conditions detailed in the attached documents. Humanitarian integrity for women action (HIWA)intends to issue a contract for 17 Shallow well Construction for the duration of One Year.

We include the following information for your review:

- Part 1: Tender Information
- Part 2: Conditions of Tendering
- Part 3: Terms and Conditions of Purchase (which will be signed by the successful Bidder)
- Part 4: HIWA's Anti-Bribery and Corruption Policy.
- Part 5: HIWA Anti-PSEA Policy

Your tender response must be received in the following format:

- Full completion of the "Tender Response" document in order for your tender to be regarded as compliant. Those tenders returned not completed may be treated as void.
- Bidders should submit a duly filled Annex A: Price Offer Template in there company letter head.
- Bids to be submitted in a sealed envelope, addressed to the below address. The envelope should indicate the ITT reference number, but have no other details relating to the bid.

The following specifications shall be indicated on the sealed envelope: SUBJECT: 'our reference: 17 Shallow well Construction for SHF, CBPF-SOM-25-S-NGO-36446 B.1 at HIWA TENDER BOX IN BELETWEIN BULABURE AND MOGADISHU OFFICE

.Your return tender must be received at the address below not later than **18th Aug 2025** ("the Closing Date"). Failure to meet the Closing Date may result in the tender being void. Returned bids must remain open for consideration for a period of not less than 60 days from the Closing Date. Humanitarian integrity for women action is under no obligation to award the contract or to award it to the lowest bidder.

Should you require further information or clarification on the tender requirements, please Contact: Abdirahman Nuh Mohamed (Contact Person) in writing at the following address:**tenders@hiwasom.org**

We look forward to receiving a tender from you and thank you for your interest in our account.

Yours faithfully,

Abdirahman Nuh Mohamed

PART 1: TENDER INFORMATION

EVALUATION AND AWARD CRITERIA

The selection of the successful company/companies will be carried out by an assessment panel. The criteria are not arranged hierarchically. The common criteria retained by the contracting authority will include the price, experience and capacity of the company, the duration for completion of works and internal procedures.

Vendors are invited to take note of the below schedule for this procurement process:

Provisional timetable for the 17 Shallow well Construction

Activity	Date
Issue Tender Notice and Invitation to Tender	5th August 2025
Return of tenders (Closing Date)	18th August 2025
Tender Review Committee	19th August 2025
Award Contract/ "Go-Live" with Supplier	22th September 2025
PO	Depend on training date

1. Article 1

1.1. The object of the contract is for 17 Shallow well Construction
1.2. The supplier must respond without any restrictions to the technical specifications mentioned in the ToR and in this document and be in conformity to the rules of your profession.
1.3. The award of the contract will be in 1 lot.
1.4. Variation: HIWA reserves the right to alter, at the time of the contract signature, the envisaged quantities.

2. Article 2
2.1. The prices for the contract are fixed and not subject to revision.
2.2. Offers must be presented in USD Dollars.
2.3. The offers must be submitted in English

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 HIWA under thecontract.

(f) **Invitation to Tender** - the Tender Information, these Conditions, and HIWA's Terms and Conditions of Purchase, HIWA's Anti Bribery and Corruption Policy and the IAPG Code of Conduct and .

(g) **HIWA** - Humanitarian integrity for women action whose registered office is at Howlawadaag Road, Beletwein District.

(h) **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by HIWA to the Supplier, or specifically produced by the Supplier for HIWA, in connection with the tender.

(i) **Supplier** -the party which provides Goods and/or Services to HIWA.

2. The Contract

The contract awarded shall be for the supply of goods and/or services, subject to HIWA's Terms and Conditions of Purchase (attached to these Conditions). HIWA 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 HIWA's sole discretion exceptional circumstances which have caused the delay.

4. Correspondence

All communications from Bidders to HIWA relating to the tender must be in writing and addressed to the person identified in the Cover Letter. Any request for information should be received at least 5 days before the Closing Date, as defined in the Invitation to Tender.

5. Acceptance of tenders

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

6. Alternative offer

If the Bidder wishes to propose modifications to the tender (which may provide a better way to achieve HIWA's Specification) these may, at HIWA's discretion, be considered as an Alternative Offer. The Bidder must make any Alternative Offer in a separate letter to accompany the Tender. HIWA is under no obligation to accept Alternative Offers.

7. Prices

Tendered prices must be shown as both inclusive of an exclusive of any 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 HIWA'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 HIWA by maintaining the secrecy of the Confidential Information;
- not employ any part of the Confidential Information without HIWA's prior written consent, for any purpose except that of tendering for business from HIWA;
- use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties;
- NotifyHIWA 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

HIWA's Tender Review 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. Anti-Bribery and Corruption

All Bidders are required to comply fully with HIWA's Anti-Bribery and Corruption Policy and Anti PSEA (attached to these Conditions).

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.

12. 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 HIWA 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 HIWA, and any other Humanitarian integrity for women action 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 HIWA 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.

13. Assignment and ovation

All Bidders are required to confirm that they will if required be willing to enter into a contract on similar terms with either HIWA or any other Humanitarian integrity for women action entity if so required.

PART 3: TERMS AND CONDITIONSOF PURCHASE

1 Definitions and Interpretation

These terms and conditions ("Conditions") provide the basis of the contract between the supplier ("Supplier") and Humanitarian integrity for women action (the "Customer"), in relation to the 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

2.1 The Goods and 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.

2.2 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 Ethical Standards

3.1 The Supplier shall observe the highest ethical standards during the performance of its obligations under this Contract including international labour standards promoted by the International Labour Organisation specifically in the areas of child labour and forced labour.

4 Delivery / Performance

4.1 The Goods shall be delivered to, and the 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 the Goods or 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 The Customer shall not be deemed to have accepted any Goods or 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 Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, the Customer may cancel the Contract and return any rejected Goods 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 in arrears will be made as set out in the Order and the Customer shall be entitled to offset 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 purchase 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; and

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.

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 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 Somalia law. The parties irrevocably submit to the exclusive jurisdiction of the courts of Somalia 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.

Section 4: Confirmation of Bidder's compliance

We, the Bidder, hereby confirm compliance with:

- The required specification for the products
- The Conditions of Tendering
- Humanitarian integrity for women action Terms and Conditions of Purchase
- Humanitarian integrity for women action Anti-Bribery and Corruption policy

The following documents and items are included in our bid:

- Annex A: Price Offer Template
- Section 1: Bidder's general business details
- Section 2: Bidder capacity
- Section 3: Pricing proposal
- Brief Company history

We confirm that Humanitarian integrity for women action may in its consideration of our offer, and subsequently, rely on the statements made herein.

Acceptance by the Bidder:

…….
Signature

…….
Name

……..
Job Title

……..
Company

……...
Date

PART 5: HIWA'S ANTI-BRIBERY AND CORRUPTION POLICY

Our values and principles

Humanitarian integrity for women action does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Humanitarian integrity for women action to behave in a corrupt manner while carrying out HIWA's work.

What we do.

Humanitarian integrity for women action is committed to preventing acts of bribery and corruption through the following means:

Awareness: Ensuring that all staff and those who work with Humanitarian integrity for women action are aware of the problem of bribery and corruption.

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Humanitarian integrity for women action minimise the risks of bribery and corruption.

Reporting: Ensuring that all staff and those who work with Humanitarian integrity for women action are clear on what steps to take where concerns arise regarding allegations of bribery and corruption.

Responding: Ensuring that action is taken to support and protect assets and identifying cases of bribery and corruption

To help you identify cases of bribery and corruption, behaviour which amounts to corruption includes but is not limited to:

a) Paying or Offering a Bribe – where a person improperly offers, gives or promises any form of material benefit or other advantage, whether in cash or in kind, to another in order to influence their conduct in any way.

b) Receiving or Requesting a Bribe – where a person improperly requests, agrees to receive or accepts any form of material benefit or other advantage, whether in cash or in kind, which influences or is designed to influence the individual's conduct in any way.

c) Receiving or Paying a so-called 'Grease' or 'Facilitation' payment – where a person improperly receives something of value from another party for performing a service or other action that they were required by their employment to do anyway.

d) Nepotism or Patronage – where a person improperly uses their employment to favour or materially benefit friends, relatives or other associates in some way. For example, through the awarding of contracts or other material advantages.

e) Embezzlement - where a person improperly uses funds, property, resources or other assets that belong to an organisation or individual.

f) Receiving a so-called 'Kickback' Payment – where a person improperly receives a share of funds, a commission, material benefit or other advantage from a supplier as a result of their involvement in a corrupt bid or tender process.

g) Collusion – where a person improperly colludes with others to circumvent, undermine or otherwise ignore rules, policies or guidance.

h) Abuse of a Position of Trust – where a person improperly uses their position within their organisation to materially benefit themselves or any other party.

In order that the above standards of reporting and responding are met, **this is what is expected of you**:

You have a duty to protect the assets of Humanitarian integrity for women action from any form of corruption. Furthermore, you must immediately report any suspicion of bribery or corruption to the Humanitarian integrity for women action senior management team and not to anyone else. Failure to report will be treated as serious and may result in termination of any agreement with HIWA.

You are obliged to: -

- act quickly and get help
- encourage your own staff to report on bribery and corruption
- contact the Humanitarian integrity for women action senior management team with your concerns immediately (or their senior manager if necessary)
- Keep any information confidential to you and the manager.

Attempted corruption is as serious as the actual acts and will be treated in the same way under this policy.

If you want to know more about the Anti-Bribery and Corruption Policy, then please contact your Humanitarian integrity for women action representative.