



PEACE, PROSPERITY AND
REGIONAL INTEGRATION

**INTERGOVERNMENTAL AUTHORITY ON
DEVELOPMENT (IGAD)**

REQUEST FOR PROPOSAL (RFP)

For

**PREVENTIVE PERIODIC MAINTENANCE OF IGAD
EQUIPMENTS AND PROPERTIES 2021**

Tender No.: IGAD/RFP/10/2021

October 2021

Djibouti

Request for Proposal (RFP) for PREVENTIVE PERIODIC MAINTENANCE OF IGAD EQUIPMENT AND PROPERTIES 2021

Reference Number: IGAD/RFP/10/2021

The Intergovernmental Authority on Development (IGAD) now invites eligible and qualified Companies in Djibouti for Provision of **PREVENTIVE PERIODIC MAINTENANCE OF IGAD EQUIPMENTS AND PROPERTIES IN AC'S SERVICES, GENERATOR SERVICES, CAMERAS, AND OVERALL BUILDING/OFFICES SPACES MAINTENANCES**

1. For preventive periodic maintenance of IGAD Equipment's and Properties as per the following LOTs and detailed TOR attached:
- 2.

LOT No	Description of the services
Lot-1	Provision of full AC maintenance services for all facilities under the management of IAGD-LOT-1 IGAD/RFP/10/2021
Lot-2	Provision of Generator Services (check-up & maintenance)-LOT-2 IGAD/RFP/10/2021
Lot-3	Provision of the Maintenance of Security Cameras-. LOT-3 IGAD/RFP/10/2021
LOT-4	Provision of Overall building/ office space maintenance LOT-4 IGAD/RFP/10/2021

3. Bidding will be conducted through the Selection, Evaluation and Award Criteria of IGAD Procurement 12 October 2020 edition, and is open to all Eligible Firms in Djibouti.
4. A complete set of Bidding Documents in English language is as attached to this Invitation for Consultancy Service.
5. The bids must be submitted in two separately sealed envelopes. One envelope should contain the technical proposal and clearly marked 'Technical Proposal'. The other should contain the financial proposal and clearly marked 'Financial Proposal'.
6. The Technical and Financial proposals shall be sealed separately and sent /submitted to IGAD Secretariat Procurement Unit to address given below. Late bids will be rejected.
7. The bidder can apply for the all LOTs or for specific LOT.
8. The deadline for submitting the offers will be at or before **2:00pm on Thursday 11 November 2021** and address for submitting the offer will be:

Procurement Unit
Administration and Finance, IGAD Secretariat
Avenue Georges Clemenceau
P.O. Box 2653
E-mail: procurement@igad.int
Djibouti, Rep. of Djibouti

Any request for clarification should be addressed to the following address:

E-mail: procurement@igad.int, habone.mfarah@igad.int

1. INSTRUCTIONS TO TENDERERS

In order to present the offer on the form and the content required, bidders should follow carefully the Tender Documents.

1. Timetable

	Date	Time
Deadline for submitting the offer	11/11/2021	2:00PM
Deadline for submitting questions to the authority	(midterm of the deadline permitted,	
Deadline the authority has for publishing/informing of clarification documents	Before 2/3 of the deadline is reached	
Estimated date in which the Evaluation will be completed and the contract awarded	20/11/2021	2:30PM
Estimated date in which the contract will be signed	25/11/2021	2:00PM
Estimated date in which the contractor will have to start its activity	The signing date of the contract will be the starting date 30/11/2021	

2. Participation

In order to participate in the tender, the bidder must fulfil the following conditions:

- Not included in any of the grounds for exclusion included in the Declaration of Grounds for Exclusion (annexed)
- It has to honour the declaration of ethical behaviour.

- In case of selective tender or pre-qualification only the companies invited can present an offer.
- It has to respect the rules of nationality and origin set in the Publication Notice

3. Content of the bid

The bid must contain a technical offer and a financial offer. The technical and the financial offer must be placed in two different envelopes, marked with the words: Technical Offer and Financial Offer and the identification of the Tender and the Tenderer (bidder). In each envelope there must be one original and three copies. Both envelopes must be sealed.

Each tenderer cannot present more than one offer. In case it does only the later will be evaluated.

Each tenderer can only be present in one consortium. In case a company is present in more than one consortium, the offer of all the consortiums in which the company is present will be excluded.

3.1. The Technical offer

In order to prepare the technical offer, the bidders should consider carefully the Terms of Reference (annexed) which establish which services IGAD is requesting. The offer must stick to these services.

The technical offer must contain the following documents of the Tender Documentation duly completed and signed:

- The Cover letter and application form signed and completed
- **Key Personnel Experience:** The standby staff must have 3-5 years of working experience general maintenance with specific knowledge in electrical maintenance (to be proven). The company shall provide the Curriculum Vitae of standby staff and backup staff.
- **Approach & Methodology:** Consists of a narrative of how the firm would accomplish this project. Provide a narrative description of the firm's project plan and approach required to accomplish the objective listed in the scope of work.
- **Relevant Experience and Past Performance:**

Consists of a summary of the firm's organization and the firm's past overall experience as well as experience on similar or related contracts. Include the number of hours per week and duration of the contract. Include a list of five (5) verifiable references on similar or related contracts, including company or client's name, address, telephone number, and e-mail address of the contact person. Below see the list of the type of information requested for the firm's history:

- Company qualifications and experience shall include the documentation of respondent history, including capabilities in the area of services to be provided, size, and scope of operation.
- Similar experience, including scope of work that demonstrates an expertise in providing the required armed security guard services.

- Number of years in business.
- Number of security guards.
- Average length of employment of security guards.

4. Financial Offer

The financial offer must be in a separated envelope. It must be presented in the template which is part of these Tender Documents and it represents the price offered for the services.

5. Period in which the offer is binding

The offer will be binding for a period of **90 days** after the deadline submission date.

6. Subcontracting

- Subcontracting will be allowed up to a maximum of % : N/A
- Subcontracting will not be allowed.

7. Cancellation of the Tender

The contracting authority can cancel the tender on the following circumstances:

- There are no bidders or the bids presented are either not technically or not financially compliant with the tender
- Exceptional circumstances alter the object of the contract or make it impossible to accomplish
- IGAD has found out behaviours against mentioned code of ethics that recommend cancelling the procedure
- The economic or technical data of the project are altered

IGAD may re-tender the contract under the new circumstances with new conditions and criteria to adapt to the changes.

Evaluation of the Proposal

The bids will be evaluated according to the award criteria specified in the following evaluation grids:

Evaluation Criteria	Maximum Score
<p>General Experience:</p> <p>The company should have 5 years of working experience in a similar field, The company shall submit its company profile which should have company registration, and tax clearance documents.</p>	30
<p>Key Personnel Experience & Qualifications:</p> <p>The standby staff must have 3-5 years of working experience general maintenance with specific knowledge in electrical maintenance (to be proven). The company shall provide the Curriculum Vitae of standby staff and backup staff.</p>	30

<p>Organisation and methodology: Consists of a narrative of how the firm would accomplish this project. • The company should submit the proposal of work plan/implementation plan, approach and schedule of activities based on daily, weekly, monthly, quarterly and yearly including plan for monitoring and quality assurance (company may visit the IGAD office if feels necessary).</p>	<p>30</p>
<p>Relevant Experience and Past Performance: A well-reputable, experienced and professional maintenance services company having the work experience with large multinationals, international organizations and foreign diplomatic missions. The firm's past overall experience as well as experience on similar or related contracts. Include the duration of the contract. Include a list of five (5) verifiable references on similar or related contracts, including company or client's name, address, telephone number, and e-mail address of the contact person. Below see the list of the type of information requested for the firm's history:</p>	<p>40</p>
<p>Total</p>	<p>100</p>

Note: The minimum scores of technical evaluation is 70%

IGAD will award the contract to the least offer who passed the minimum technical scores.

8. Ethical Behaviour

The tenderers will abstain from any behaviour aimed at distorting competition or trying to influence the Tendering Committee by any means other than the content of the offer.

2-DRAFT CONTRACT AGREEMENT AND SPECIAL CONDITIONS WITH ANNEXES

A/ SERVICE CONTRACT N° (*Contract number*)

The Inter-Governmental Authority on Development, IGAD, represented by (*name of the person signing on behalf of IGAD, registration number of the institution, address and all the identification data*),

of the one part,

And

Identification data of the company/person: name, address, identification number and account number

of the other part,

Have agreed as follows:

SPECIAL CONDITIONS

(1) Subject

Identification of the contract: name, IGAD identification number and location.

(2) Structure of the contract

The Consultant will carry out the services on the terms and conditions specified in this contract, which comprises, in order of precedence, these special conditions ("Special Conditions") and the following annexes:

Annex I: General Conditions Contract

Annex II: Terms of reference (ToR)

In case of any contradiction between the above documents, their provisions shall be applied according to the above order of precedence.

(3) Contract value

The contract value is.....USD.

All the payments will be done in the following account number.....

(4) Starting date

The starting date will be.....

(5) Performance Security N/A

The performance security will be 10% of the contract price.

(6) Period of implementation

The period of implementation will be of.....*years/months/days* since the starting date

(7) Reporting

The Consultant shall submit progress reports as specified in the Terms of reference.

(8) Payments

7.1 Payments will be made in USD in the bank account above mentioned.

7.2 The payments will be made according to the following schedule:

Include here the payment conditions

(9) Contact addresses

Set contact address of both parties

(10) Language of the contract

The language of the contract is in English, and all the communications between parties must be done in this language.

(11) Law of the contract, court competent and arbitration

10.1 Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Djibouti.

10.2 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred for arbitration to <specify the arbitration body> applying the rules of arbitration of [the International Chamber of Commerce / the United Nations Commission on International Trade Law / < other internationally recognised procedure to be specified >

10.3 The law governing the contract is that of Djibouti.

For the Service Provider

For IGAD

Name:

Name:

Position:

Position:

Signature:

Signature:

Date:

Date:

Annex-I

2.2 General Condition of Contact

1. **Definitions**

1.1 In this Contract, the following terms shall be interpreted as indicated.

- a. **"The Contract"** means the agreement entered in to between the purchaser and the supplier as recorded in the contract form signed by the parties, including all attachments and appendices there-to and all documents incorporated by reference therein.
- b. **"The Contract Price"** means the price payable to the supplier under the Contract for the full and proper performance of its contractual obligations.
- d. **"Services"** means services ancillary to the supply of goods, such as transportation and insurance and any other incidental services and other such obligations of the supplier covered under the contract.

2. **Application**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

3. **Standard**

3.1 The Goods and services supplied under this contract shall conform to be standards mentioned in the schedule of the technical specification of the bid document.

4. **Use of Contract Documents and Information**

4.1 Contract documents and information shall not be disclosed by the supplier to any person without the prior written consent of the purchaser other than to a person employed by a supplier for purpose of performing the contract.

5. **Performance Security**

5.1 Not applicable

6. **Delivery of medical Insurance services**

8.1. Delivery of the medical services shall be made by the Insurer in accordance with the terms and conditions specified by the purchaser (contract) in its schedule of requirements and the special conditions of the contract.

8. **Incidental Services**

- 8.1. The Supplier may be required to provide any or all of the following services.
- a. Performance and supervision of on-site (clinics & hospitals) that work with the Insurance Company & advise to give good assistance to IGAD staff.
 - b. Asses, advise and recommend good health Centres in each member state
Where IGAD staff can get assistance.

9. **Payment**

9.1 The Insurer's request for payment shall be made to the purchaser in writing accompanied by an invoice.

9.2 Payments shall be made promptly by the purchaser within 30 days of submission of written request accompanied by relevant documents.

9. Prices

- 10.1 Prices charged by the Insurance Company shall not vary from the price quoted by the Insurance Company in its bid.

11. Change of Orders

- 11.1 The purchaser may change order by a written notice within the general scope of the contract in any or more of the following:-
- a. New joining staff
 - b. Those departing/leaving for good.

An equitable adjustment shall be made for additional premium to those new staff joining IGAD and reimbursement for the remaining period will be paid to IGAD for those leaving, and the contract shall accordingly be amended.

12. Assignment

- 15.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the purchaser's prior written consent.

13. Delays in the Supplier's Performance

- 16.1 Not applicable

14. Liquidated Damages

- 17.1 Not applicable.

15. Termination by Default

- 15.1 The purchaser may, without prejudice to any other remedy for breach of contract,

By written notice of default sent to the supplier terminate the contract in whole
And in part:

- a. If the supplier fails to deliver any or all of the services within the time period specified in the contract, the purchaser may procure, service similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar service. However, the supplier shall continue the performance of the contract to the extent not terminated.
- b. If the supplier fails perform any other obligation under the contract.

16. Force Majeure

- 16.1 Notwithstanding provisions of clauses 15,16 and 17 The supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.
- 16.2 "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable, and as per the definitions given under Djibouti law.

17. Termination for Insolvency

17.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser may at any time terminate the contract by giving written notice to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

18. Termination of Convenience

18.1 The Purchaser, at any time for its convenience may terminate the contract, by a written notice to the supplier explaining the extent to which performance of work under the contract terminated, and the date upon which such termination becomes effective.

18.2. The Goods that are complete and ready for delivery within 15 days after receipt of notice of termination shall be purchased by the purchaser at the contract terms and prices.

19. Resolution of Disputes

19.1 Disputes arising between the purchaser and the supplier in connection with the contract shall be resolved amicably by direct informal negotiations. If, after 30 days from the commencement of such negotiations, they have been unable to resolve it, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the special conditions of the contract. They may include conciliation mediated by a third party or adjudication/arbitration in accordance with International Arbitration.

20. Governing Language

20.1 The contract shall be written in the language specified in the special condition of contract.

21. Applicable law

21.1 The contract shall be interpreted in accordance with and governed by the Standard Commercial Law of Djibouti.

22. Notices

22.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram or telex/fax and it shall be effective when delivered or on the notice's effective date whichever is later.

23. Taxes and duties

26.1 The service provider shall be entirely responsible for all taxes, duties, license fees, etc.
Incurred until completion of the contracted services.



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TERMS OF REFERENCE (TOR) FOR PREVENTIVE PERIODIC MAINTENANCE OF IGAD EQUIPMENT AND PROPERTIES

INTRODUCTION

Intergovernmental Authority on Development (IGAD) Secretariat is desirous of carrying out a procurement exercise to solicit proposals from experienced and professional companies dealing in facilities and property maintenance which offer best value for money in the interests of IGAD, to provide a range of fully integrated services for the maintenance of IGAD Offices, equipment and properties in Djibouti.

The successful Bidder (“the Contractor”) will be required to sign a 1 year contract with IGAD to perform periodic maintenance services and agreeing to clearly identified service levels.

IGAD was established in 1986, and the Secretariat became operational the same year in Djibouti. To date, IGAD administers 3 offices and 1 residence in Djibouti that comprise of office space, conference facilities, public space, and residence facilities.

1. OBJECTIVE

The objectives of this procurement exercise are:

- To select a single company or consortium of companies, which provide services stated in this document, under a 1-year contract term, utilizing the best practices of the Contractor to achieve consistently excellent outcomes, compliant with the industry standard best practices and all local regulations and by-laws
- To improve pricing through economies of scale based on the Contractor’s consolidation and operational efficiencies.
- To provide effective and efficient support services for essential services that no staff posts are available for or services that are beyond the capacity of the available technical staff.

2. SCOPE OF WORK

The Contractor’s scope of responsibilities shall include the following service categories (“Services Requirements”).

The general scope of the work covers provision of services associated with the building infrastructure and systems improvements of IGAD equipment and properties to ensure

critical business operations and the general work environments are as free as possible from interruptions due to building systems or equipment/component failures. The contractor shall ensure all business environments (including those with full 24/7 back-up capabilities) are free from all controllable interruptions and fully operational. Accordingly, the scope of the work is divided in three parts; Lot1 related to maintenance of ACs, Lot 2 maintenance of generators and Lot 3 maintenance of overall building and office spaces.

Interested service providers/ firms can submit proposal for one or more Lots in which as per terms specified in this document.

Lot 1: AC services

- Provide full AC maintenance services for all facilities under the management of IAGD (Reparation, Revision, Diagnostique, cleaning and Air filling.
- Provide comprehensive preventive and predictive AC maintenance services, remedial repair services ensuring all ACs and related components and systems operate as intended and in compliance with manufacturer's recommendations and best practices.

Lot 2: Generator Services

- Provide quality control checks to ensure that the generators are appropriately maintained.
- Provide comprehensive preventive and predictive generator maintenance services, remedial repair services ensuring all generators and related components and systems operate as intended and in compliance with manufacturer's recommendations and best practices.

Lot 3: Cameras

- Maintenance of Security Cameras: Check functionality, clean exterior, clean passes. Review general condition of wiring (damage, burnt, lose).
- Provide bi-annual maintenance

Lot 4: Overall building/ office space maintenance

- Provide maintenance and repair services associated with the various building systems (including electrical services, fire/life safety services, general building maintenance services, infrastructure project management, services, and plumbing and sewerage system services) to ensure that all systems function effectively and efficiently.
- Provide effective pest control services to deliver a pest free work environment.

3. RESPONSIBILITIES FOR PROVISION OF RESOURCE AND MATERIALS

IGAD responsibility:

IGAD is responsible for procuring and ensuring the timely availability of all materials that need to be replaced as the result of the maintenance services

Interested firms should ensure that they are able to provide the following resources materials:

- Dedicated full time contact person for specific services
- List of available staff, specialized skills and expertise for specific services
- Confirmation of availability of all tools and instruments required to provide the services
- Staff uniforms and personal safety equipment during the maintenance service
- Provide periodic reports on operational performance, issues and improvements and summarize the preventive maintenance works

4. PRE QUALIFICATION REQUIREMENTS

Companies intending to submit a bid should have the organizational and technical capacity, experience and professionalism to provide the Services Requirements specified under **Lot 1, Lot 2 and Lot 3**.

Bidders should be able to show proof of past and/or present experience in similar projects, demonstrate financial soundness and financial and resources available to carry out the Services as per the provision of the ToR, and have the integrity and proven reliability to ensure effective performance.

Bidders should be able to demonstrate an understanding of the requirements stated in this ToR and come up with an appropriate work plan and overall approach on how to meet these requirements.

The award of the contract will be based on best value for money that being the best outcome for IGAD as a whole considering price, economic, environmental and social benefits, in addition to this ToR.



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DECLARATION OF NOT BEING IN THE GROUNDS FOR EXCLUSION

(Declaration to be filled up by all the bidders)

Identification of the company

(address, name, contact person)

Identification of the project: name, reference, publication

Dear Sir/Madame:

I hereby confirm that I am not under any of the conditions stated in art. 2.3.2. of the IGAD Procurement Manual, namely:

- a) They have been declared in bankruptcy or insolvent under their national law, are under court administration, have entered into an arrangement with creditors, have suspended voluntarily or not their business activities or are under any similar situation under their national regulation
- b) They have been convicted by a competent court on a criminal offence related to its professional activity, or related to fraud, corruption or involvement in a criminal or terrorist organization. The court ruling must not be subject of appeal.
- c) They are being prosecuted for not currently fulfilling their obligations related to the payment of social security contributions or other taxes in accordance with the legal provisions of the country where they are established or any of the IGAD countries.
- d) IGAD can prove that they are guilty of grave misconduct in previous tendering procedures or unethical behaviour has been discovered at any stage of the tendering procedure.

I will be providing the proof when IGAD will make the request in case the contract is awarded.

Yours faithfully,

Name

Date

Signature



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ANNEX IV: BUDGET

Identification _____ of _____ the
contractor: _____

Identification _____ of _____ the _____
_____ tender:

Dear Sir;

Hereby our offer for the above mentioned tender is USD

Yours faithfully,

Name _____

Position _____

Date _____



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ANNEX- V.

ADMINISTRATIVE COMPLIANCE GRID

Tender Identification: _____

Bidder/tenderer's identification: _____

VERIFICATION	Y/N	COMMENTS
Is the tender application form duly completed?		
Is the declaration for grounds for exclusion duly completed, submitted and signed? In case of consortia, is it signed by all the members?		
Is the declaration for ethical behaviour duly signed by all the members of the consortia?		
Are the documents compliant with the language requirements?		
Does the offer contain an organization and methodology?		
Does the list of key expert exist according to the Terms of Reference? Are the justification documents including according to the terms of reference? Any of the experts is present in more than one offer?		
Does the offer respect the rule of nationality?		
Does the bidder have the professional capacity required?*		
Does the bidder have the technical capacity required?*		
Does the bidder have the economic capacity required?*		

Considering the checking of the documents of the offer and after requesting for clarifications, the evaluation committee concludes that the offer fulfils/does not fulfil the administrative requirements.

Position	Name	Signature
Chairperson		
Member		
Member		
Member		
Secretary		