



Federal Government of Somalia
Office of the Prime Minister

Procuring Agency: Office of Prime Minister, FGS

Project Name: Somalia Capacity Injection Project (CIP)

Project ID: P149971

Grant No: TF-A0415

User Department: Federal Government of Somali

Subject of Procurement: Provision of accommodation, catering, escort security and transport service for PCU logistical support and Beneficiary Ministries of FGS

Method of Procurement: Shopping

Ref No: SO-OPM-47808-NCS-RFQ

Date issued on: 25th May 2021



Federal Government of Somalia
Office of the Prime Minister

Project Name: Somali Capacity Injection (CIP)
Project ID: P149971
Ref No: SO-OPM-47808-NCS-RFQ
Subject: Shopping Request for Quotation

Dear Bidder,

The Office of Prime Minister, Federal Government of Somalia invites your quotation for the Provision of accommodation, catering, escort security and transport service for PCU logistical support and Beneficiary Ministries of FGS through Somali Capacity Injection Project.

The Federal Government of Somalia has received for a grant from the International Development Association (IDA) to finance the Project Capacity Injection Project, Project ID: P149971 and it intends to apply part of the proceeds to payments for the Provision of accommodation, catering, escort security and transport service for PCU logistical support and Beneficiary Ministries of FGS.

The Office of Prime Minister, FGS invites your quotation for the Provision of accommodation, catering, escort security and transport service as specified in this RFQ. Procurement for the proposed project will be carried out in accordance with the revision of the World Bank's "Guidelines: Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grant by the World Bank Borrowers" dated January 2011(revised July 2014);

For this purpose, you will find enclosed a schedule for the required services. You are requested to complete as instructed and return the Sample RFQ Forms provided in Section III and submit your best offer to us no later than on **Tuesday, 15th June 2021 at 2:00pm (Mogadishu, Somalia Local Time)** in a sealed envelope at the below address specified in paragraph 8.4, indicating on the envelope (Shopping - Ref No: SO-OPM-47808-NCS-RFQ) The bidders have also an option to send a complete and signed quotation to CIP generic email address specified below in paragraph 8.4

The price of your quotation should clearly indicate the price without taxes and duties; mentioning taxes and duties separately.

The contract is a framework contract for approximately in six (6) months and will be based on call of order basis and invoiced deliverables. In this regard, the requested services should be delivered based on task order request from the client, after Signing Service Contract. Also, the rates and prices offered and committed in the contract shall remain fixed for the period of duration of the contract.

Any clarification questions should be submitted to the following email address:

qip.procurement@opm.gov.so no later than **Thursday, 10th June 2021 at 04:00pm (Mogadishu, Somalia Local Time)**. In the subject line, please indicate: Ref No: SO-OPM-47808-NCS-RFQ. *Please note **Electronic bidding is permitted.***

Yours truly,
Procurement Office
Office of the Prime Minister
Villa Somalia, Mogadishu, Somalia.

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Section I - Instructions to Suppliers

A. REQUEST FOR QUOTATIONS

1. **Contents of the Request for Quotations**
- 1.1 This document for shopping (Request for Quotations) describes the procedure, the goods required and the terms and conditions of this contract. It contains the following:
- SECTION I - Instructions to Suppliers
SECTION II – Schedule of Requirements & Technical Specifications
SECTION III – Sample RFQ Forms
SECTION IV – Terms and Conditions
- 1.2 The Supplier should examine the instructions, sample documents and specifications provided in the Request for Quotations.

B. PREPARATION OF QUOTATIONS

2. **Language** The Quotation and all related correspondence should be in English.
3. **Quotation Documents** The Quotation should contain the following documents:
- Form A: Quotation Letter
Form B: Statement of Compliance with Terms & Conditions
Form C: Price Schedule
4. **Quotation**
- 4.1 The supplier should detail in the Quotation Letter the place of delivery and the nature of the price:
- a) Without taxes and duties;
b) Taxes and duties listed separately.
- 4.2 The supplier completes the price schedule and quantities furnished with the Request for Quotations, indicating the characteristics of the supplies in the required space, the unit prices, the total price for each item and the proposed delivery time to carry out the contract.
5. **Currency of the Quotation** The prices should be quoted in US Dollars
6. **Validity of the Quotations** The quotations should be valid for 60 days from the submission date.

C. SUBMISSION OF QUOTATIONS

7. **Sealing and marking of Quotations** The suppliers should place the original and one copy of their quotation in a sealed outer envelope containing two sealed envelopes, one marked “original” and one marked “copy, as follows:
- (a) Addressed to the Purchaser as indicated in the Request for Quotations; and
- (b) Bearing the Project name, the title and number of the Quotation as indicated in the Request for Quotations.

- 8. Deadline for the Submission of Quotations**
- 8.1 Quotations **MUST** be received by the Purchaser at the address specified below at the latest on **Tuesday, 15th June 2021**.
- 8.2 Quotations **MUST** be delivered to the address below on or before **Tuesday, 15th June 2021 at 2:00pm (Mogadishu, Somalia Local Time)**. **Please note Electronic bidding is permitted**. The bidders have also an option to send a complete and signed quotation to CIP generic email address specified below in paragraph 8.4.
- 8.3 Any quotation received by the Purchaser after the deadline for the submission specified in paragraph 8.2 will be **REJECTED** and **RETURNED** unopened to the supplier.

8.4 For bid submission purposes only, the Purchaser's address is:

**Att: Procurement Office
Project Coordination Unit (PCU)
Capacity Injection Project (CIP)
Office of the Prime Minister, FGS, at Villa Somalia
Mogadishu, Somalia.
cip.procurement@opm.gov.so**

D. OPENING AND EVALUATION OF QUOTATIONS

- 9. Opening of Quotations by the Purchaser**
- The purchaser will open all quotations received on the deadline for submission and at the same time, on the date and location specified in the Request for Quotations.
- 10. Evaluation and Comparison of Quotations**
- 10.1 The Purchaser will evaluate and compare the Quotations as follows:
- Examine if the quotation conforms to technical specifications;
 - Verify any arithmetical errors. For example, if the quotation in figures is different from the quotation in words, the amount in words will prevail. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected;
 - Compliance with Terms and Conditions.

E. AWARD OF CONTRACT

- 11. Award of Contract**
- The Purchaser will award the contract to the supplier whose quotation has been determined to be substantially responsive to the requirements of the Request for Quotations and the lowest *evaluated* price, i.e. based on the quality of the items quoted for in accordance with the specifications.
- 12. Notification of Award**
- Notification of the award will constitute the formation of the contract. This Notification will be sent to the Supplier, inviting the supplier to deliver the goods in accordance with the conditions of the Request for Quotations.
- 13. Signing of the Contract**
- Within fifteen (15) days following the notification of the award, the Purchaser will sign and date the Form of Contract and send it back to the Supplier
- 14. Fraud and Corruption**
- 14.1 The personnel of the Purchaser and the Suppliers should adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract. In pursuance of this principle,

they should abstain at all times from corruption or fraudulent practices. Corrupt, fraudulent, collusive, coercive and obstructive practices are defined as follows:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 14.2 below.

14.2 The Bank will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank grant, a provision be included requiring bidders, suppliers and contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank. The Purchaser will reject a proposal for award if it determines that the Supplier recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

SECTION II

SCHEDULE OF REQUIREMENTS and TECHNICAL SPECIFICATIONS

(Supplier should NOT fill, sign, or change/alter all the information indicated in this Section II)

RefNo: SO-OPM-47808-NCS-RFQ

No	Items Description	Estimated Quantity of 6 months	Period
Catering service			
1	Doughnut / donut / Pancake	100 Pcs	One-week delivery period; Suppliers will be notified by the client at the time of the task order.
2	Mandazi / Cakes / Samosa	100 Pcs	
3	Sandwiches	100 Pcs	
4	Scrambled Eggs + Bread	100 Plates	
5	Canjeelo/ Bread/ + Suqaar Meat ,or Liver	100 Plates	
6	Chapatti + Suqaar Meat ,or Liver	100 Plates	
7	Rice + Salads + Fish	100 Plates	
8	Rice + Salads + Goat Meat	100 Plates	
9	Rice + Salads + Camel Meat	100 Plates	
10	Spaghetti + Salads + Fish	100 Plates	
11	Spaghetti + Salads + Goat Meat	100 Plates	
12	Spaghetti + Salads + Camel Meat	100 Plates	
13	Lipton Tea / Tea + Milk; disposable cups with sleeve - 200 ml	100 Cups	
14	Black Coffee / Coffee + Milk; disposable cups with sleeve - 200 ml	100 Cups	
15	Mango Juice; disposable glass with a drinking tube - 700 ml	100 glasses	
16	Watermelon Juice; disposable glass with a drinking tube - 700 ml	100 glasses	
17	Mineral water; Plastic bottles; 1 ltr	100 bottles	
18	Mineral water; Plastic bottles; 700- 500 ml	100 bottles	
19	Outdoor Service Charge	each	
Accommodation service			

20	<p>Double Room - Full board – One night</p> <ul style="list-style-type: none"> • <u>Including:</u> all meals (breakfast, lunch and dinner) • <u>Room availability:</u> Air-Condition; TV Screen; Desk & Chair and Free WiFi • <u>Hotel availability:</u> Restaurant; laundry Service; Parking and 24-hour front desk. • Adequately secured to ensure safety and comfort of participants. 	60 nights	One-week delivery period; Suppliers will be notified by the client at the time of the task order.
21	<p>Double Room - Half board – One night</p> <ul style="list-style-type: none"> • <u>Including:</u> Only (breakfast & lunch) • <u>Room availability:</u> Air-Condition; TV Screen; Desk & Chair and Free WiFi • <u>Hotel availability:</u> Restaurant; laundry Service; Parking and 24-hour front desk. • Adequately secured to ensure safety and comfort of participants. 	60 nights	
22	<p>Single Room - Full board– One night</p> <ul style="list-style-type: none"> • <u>Including:</u> all meals (breakfast, lunch and dinner) • <u>Room availability:</u> Air-Condition; TV Screen; Desk & Chair and Free WiFi • <u>Hotel availability:</u> Restaurant; laundry Service; Parking and 24-hour front desk. • Adequately secured to ensure safety and comfort of participants. 	60 nights	
23	<p>Single Room - Half board – One night</p> <ul style="list-style-type: none"> • <u>Including:</u> Only (breakfast & lunch) • <u>Room availability:</u> Air-Condition; TV Screen; Desk & Chair and Free WiFi • <u>Hotel availability:</u> Restaurant; laundry Service; Parking and 24-hour front desk. • Adequately secured to ensure safety and comfort of participants. 	60 nights	
24	<p>Executive Room - Full board – One night</p> <ul style="list-style-type: none"> • <u>Including:</u> all meals (breakfast, lunch and dinner) • <u>Room availability:</u> Couch/ Sofa + Coffee table; Air-Condition, TV Screen, Desk & Chair and Free WiFi • <u>Hotel availability:</u> Restaurant; laundry Service; Parking and 24-hour front desk. • Adequately secured to ensure safety and comfort of participants. 	60 nights	
25	<p>Executive Room- Half board – One night</p> <ul style="list-style-type: none"> • <u>Including:</u> Only (breakfast & lunch) • <u>Room availability:</u> Couch/ Sofa + Coffee table; Air-Condition, TV Screen, Desk & Chair and Free WiFi • <u>Hotel availability:</u> Restaurant; laundry Service; Parking and 24-hour front desk. • Adequately secured to ensure safety and comfort of participants. 	60 nights	
Escort security and transport service			

26	B7 Armored Vehicle + 2 security guards + a driver - 1 Day <ul style="list-style-type: none"> • <i>Places to be visited with in Mogadishu, Somalia: include several FGS Offices, Airport Road / Halane vicinity and Mogadishu International Airport.</i> 	10 trips	<p>One-week delivery period; Suppliers will be notified by the client at the time of the task order.</p>
27	B7 Armored Vehicle + 2 security guards + a driver – Half Day <ul style="list-style-type: none"> • <i>Places with in Mogadishu, Somalia: include several FGS Offices, Airport Road / Halane vicinity and Mogadishu International Airport.</i> 	10 trips	
28	B6 Armored Vehicle + 2 security guards + a driver - 1 Day <ul style="list-style-type: none"> • <i>Places to be visited with in Mogadishu, Somalia: include several FGS Offices, Airport Road / Halane vicinity and Mogadishu International Airport.</i> 	10 trips	
29	B6 Armored Vehicle + 2 security guards + driver – Half Day <ul style="list-style-type: none"> • <i>Places to be visited with in Mogadishu, Somalia: include several FGS Offices, Airport Road / Halane vicinity and Mogadishu International Airport.</i> 	10 trips	
30	Soft Skin Pickup 4WD Vehicle + 2 security guards + a driver – 1 Day <ul style="list-style-type: none"> • <i>Places to be visited with in Mogadishu, Somalia: include several FGS Offices, Airport Road / Halane vicinity and Mogadishu International Airport.</i> 	10 trips	
31	Soft Skin Pickup 4WD Vehicle + 2 security guards + a driver – Half Day <ul style="list-style-type: none"> • <i>Places to be visited with in Mogadishu, Somalia: include several FGS Offices, Airport Road / Halane vicinity and Mogadishu International Airport.</i> 	10 trips	

**SECTION III
SAMPLE RFQ FORMS**

FORM A: QUOTATION LETTER

(Supplier MUST fill all the attached Forms in Section III; Sign and Stamp at the bottom)

Request for Quotations N°: Ref No: SO-OPM-47808-NCS-RFQ

To: Procurement Office
Project Coordination Unit (PCU)
Capacity Injection Project (CIP)
Office of the Prime Minister, FGS
Villa Somalia, Mogadishu, Somalia.

Having examined the documents regarding the Request for Quotations, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **[Provision of accommodation, catering, escort security and transport service for PCU logistical support and Beneficiary Ministries of FGS]** in conformity with the said Request for Quotations for **the sum of** (in words USD)

/ _____ / or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of the Quotation.

We undertake, if our Quotation is accepted, to deliver the goods [or works] in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Quotation for the period specified in the Request for Quotations as of the date of the opening of the Quotations and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Quotation, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated on: ____/____/____

Name & Functional Title:

Authorized signature:

Stamp:

Duly authorized to sign this Quotation for and on behalf of:

Name of Company: _____

Form B: Statement of compliance with terms and conditions

(Supplier MUST fill all the attached Forms in Section III; Sign and Stamp at the bottom)

Ref No: SO-OPM-47808-NCS-RFQ.

Must be duly completed by the Bidder and returned with the Bid. Supplementary information shall be attached according to the requirements herein.

Please confirm acceptance of the following:

ITEM	DESCRIPTION	ACCEPTED (Y/N)
Conditions	General Terms and Conditions Apply (see attachment)	
Delivery Date	One-week delivery period; Suppliers will be notified by the client at the time of the task order.	
Payment Terms	100% within 30 days from receiving goods or services	
Validity of Quotation	Minimum 60 days	
Currency of Prices	US Dollars	

Name of Company: _____

Name of Representative: _____

Functional Title: _____

Authorized signature: _____

Stamp:

FORM C: Price Schedule

(Supplier MUST fill all the attached Forms in Section III; Sign and Stamp at the bottom)

Quotation No: Ref No: SO-OPM-47808-NCS-RFQ

No	Items Description	Estimated Quantity of 6 months	Unit Price USD	Total Price USD
Catering service				
1	Doughnut / donut / Pancake	100 Pcs		
2	Mandazi / Cakes / Samosa	100 Pcs		
3	Sandwiches	100 Pcs		
4	Scrambled Eggs + Bread	100 Plates		
5	Canjeelo/ Bread/ + Suqaar Meat ,or Liver	100 Plates		
6	Chapatti + Suqaar Meat ,or Liver	100 Plates		
7	Rice + Salads + Fish	100 Plates		
8	Rice + Salads + Goat Meat	100 Plates		
9	Rice + Salads + Camel Meat	100 Plates		
10	Spaghetti + Salads + Fish	100 Plates		
11	Spaghetti + Salads + Goat Meat	100 Plates		
12	Spaghetti + Salads + Camel Meat	100 Plates		
13	Lipton Tea / Tea + Milk; disposable cups with sleeve - 200 ml	100 Cups		
14	Black Coffee / Coffee + Milk; disposable cups with sleeve - 200 ml	100 Cups		
15	Mango Juice; disposable glass with a drinking tube - 700 ml	100 glasses		
16	Watermelon Juice; disposable glass with a drinking tube - 700 ml	100 glasses		
17	Mineral water; Plastic bottles; 1 ltr	100 bottles		
18	Mineral water; Plastic bottles; 700- 500 ml	100 bottles		
19	Outdoor Service Charge	each		

Accommodation service

20	<p>Double Room - Full board – One night</p> <ul style="list-style-type: none"> • <u>Including:</u> all meals (breakfast, lunch and dinner) • <u>Room availability:</u> Air-Condition; TV Screen; Desk & Chair and Free WiFi • <u>Hotel availability:</u> Restaurant; laundry Service; Parking and 24-hour front desk. • Adequately secured to ensure safety and comfort of participants. 	60 nights		
21	<p>Double Room - Half board – One night</p> <ul style="list-style-type: none"> • <u>Including:</u> Only (breakfast & lunch) • <u>Room availability:</u> Air-Condition; TV Screen; Desk & Chair and Free WiFi • <u>Hotel availability:</u> Restaurant; laundry Service; Parking and 24-hour front desk. • Adequately secured to ensure safety and comfort of participants. 	60 nights		
22	<p>Single Room - Full board– One night</p> <ul style="list-style-type: none"> • <u>Including:</u> all meals (breakfast, lunch and dinner) • <u>Room availability:</u> Air-Condition; TV Screen; Desk & Chair and Free WiFi • <u>Hotel availability:</u> Restaurant; laundry Service; Parking and 24-hour front desk. • Adequately secured to ensure safety and comfort of participants. 	60 nights		
23	<p>Single Room - Half board – One night</p> <ul style="list-style-type: none"> • <u>Including:</u> Only (breakfast & lunch) • <u>Room availability:</u> Air-Condition; TV Screen; Desk & Chair and Free WiFi • <u>Hotel availability:</u> Restaurant; laundry Service; Parking and 24-hour front desk. • Adequately secured to ensure safety and comfort of participants. 	60 nights		
24	<p>Executive Room - Full board – One night</p> <ul style="list-style-type: none"> • <u>Including:</u> all meals (breakfast, lunch and dinner) • <u>Room availability:</u> Couch/ Sofa + Coffee table; Air-Condition, TV Screen, Desk & Chair and Free WiFi • <u>Hotel availability:</u> Restaurant; laundry Service; Parking and 24-hour front desk. • Adequately secured to ensure safety and comfort of participants. 	60 nights		
25	<p>Executive Room- Half board – One night</p> <ul style="list-style-type: none"> • <u>Including:</u> Only (breakfast & lunch) • <u>Room availability:</u> Couch/ Sofa + Coffee table; Air-Condition, TV Screen, Desk & Chair and Free WiFi • <u>Hotel availability:</u> Restaurant; laundry Service; Parking and 24-hour front desk. • Adequately secured to ensure safety and comfort of participants. 	60 nights		

Escort security and transport service				
26	B7 Armored Vehicle + 2 security guards + a driver - 1 Day <ul style="list-style-type: none"> Places to be visited with in Mogadishu, Somalia: include several FGS Offices, Airport Road / Halane vicinity and Mogadishu International Airport. 	10 trip		
27	B7 Armored Vehicle + 2 security guards + a driver – Half Day <ul style="list-style-type: none"> Places with in Mogadishu, Somalia: include several FGS Offices, Airport Road / Halane vicinity and Mogadishu International Airport. 	10 trips		
28	B6 Armored Vehicle + 2 security guards + a driver - 1 Day <ul style="list-style-type: none"> Places to be visited with in Mogadishu, Somalia: include several FGS Offices, Airport Road / Halane vicinity and Mogadishu International Airport. 	10 trips		
29	B6 Armored Vehicle + 2 security guards + driver – Half Day <ul style="list-style-type: none"> Places to be visited with in Mogadishu, Somalia: include several FGS Offices, Airport Road / Halane vicinity and Mogadishu International Airport. 	10 trips		
30	Soft Skin Pickup 4WD Vehicle + 2 security guards + a driver – 1 Day <ul style="list-style-type: none"> Places to be visited with in Mogadishu, Somalia: include several FGS Offices, Airport Road / Halane vicinity and Mogadishu International Airport. 	15 trips		
31	Soft Skin Pickup 4WD Vehicle + 2 security guards + a driver – Half Day <ul style="list-style-type: none"> Places to be visited with in Mogadishu, Somalia: include several FGS Offices, Airport Road / Halane vicinity and Mogadishu International Airport. 	15 trips		
Total USD				

Name of Company: _____

Name of Representative: _____

Functional Title: _____

Authorized signature: _____

Stamp:

Form D- Sample Contract Form

(This Section Does NOT require any action from the Bidder)

THIS AGREEMENT made the _____ day of _____ 20____ between [Name of the Purchaser] (hereinafter called “the Purchaser”) of the one part and [name of Supplier] of [Address of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited quotations for certain goods and ancillary services, and has accepted a quotation by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) This Contract Agreement
 - (b) Terms and Conditions of Contract
 - (c) Schedule of Requirements and Technical Specifications
 - (d) The Supplier’s Bid and original Price Schedules
 - (e) The Purchaser’s Notification of Award
2. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
- 4.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

[Name of the Purchaser] CIP, Office of the Prime Minister

SECTION IV – Terms and Conditions of Contract

- 1. Definitions**
- 1.1 In this request for quotations, the following terms shall be interpreted as indicated:
- a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto 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 obligation;
 - c. "The Goods" means Equipment and related Accessories and spare parts which the Supplier is required to supply to the Purchaser under the contract;
 - d. "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment.
 - e. "The Purchaser" means the organization purchasing the goods;
 - f. "The Supplier" means the organization supplying the goods and services under this contract.
- 2. Technical Specification**
- 2.1 The goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications.
- 3. Patent Right**
- 3.1 The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.
- 4. Inspection and Tests**
- 4.1 The Purchaser or its Representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specifications and the quality of performance after the supply and delivery of good to Purchaser's premises.
- 5. Packing**
- 5.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract.
- 5.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.
- 5.3 Packing case, size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the

absence of heavy handling facilities at all points in transit.

5.4 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.

6. Delivery of Goods

6.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its schedule of requirements.

6.2 For purposes of the contract "FOB", "C&F", "CIF", "CIP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of the International Rules for the Interpretation of the Trade Terms (INCOTERMS- 2010) published by the International Chamber of Commerce (ICC), Paris.

7. Insurance

7.1 The goods supplied under the contract shall be fully insured in the currency of the bid price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

7.2 Where delivery of the goods is required by the Purchaser on a CIF or CIP basis to a specified destination, the Supplier shall arrange and pay for insurance, naming the Purchaser as the

Beneficiary and the Supplier shall be required to meet all transport and storage expenses until delivery.

8. Warranty

8.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.

8.2 The warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the contract, and accepted by the Purchaser after installation and commissioning of equipment by the Supplier.

8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

8.4 Upon receipt of such notice, the Supplier shall, within 30 days replace the defective goods without cost to the Purchaser. The Supplier will be required to remove, at its own risk and cost, the defective goods.

9. Payment

9.1 Payment shall be made in the currency in which the contract price has been stated in the Supplier's tender.

9.2 Payment of the goods supplied from within Somalia shall be made in United States Dollars after the delivery and installation and

commissioning of goods to the satisfaction of the Purchaser.

- 10. Prices** 10.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.
- 11. Liquidated Damages** 11.1 If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.1 percent of the contract price of delayed goods for each day of delay until actual delivery, up to a maximum deduction of 5 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.
- 12. Resolution of Disputes** 12.1 The Purchaser and Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 12.2 If, after thirty (30) days from the commencement of such informal negotiation, the Purchaser and Supplier have been unable to resolve amicably a contract dispute, it shall be referred by either party to an adjudicator agreed by the parties. In the event of disagreement, the adjudicator shall be appointed in accordance with the Laws and Rules of Somalia.
- 13. Governing Language** 13.1 The Governing Language shall be English
- 14. Applicable Law** 14.1 The applicable law shall be the Laws of the Federal Republic of Somalia.
- 15. Notices** 15.1 Purchaser's address for notice purposes:
- Att: Procurement Office
Project Coordination Unit (PCU)
Capacity Injection Project (CIP)
Office of the Prime Minister, FGS, at Villa Somalia
Mogadishu, Somalia.
cip.procurement@opm.gov.so
- 15.2 Supplier's address for notice purposes:

16. Taxes and Duties

16.1 The Supplier shall be entirely responsible for all taxes, duties, License fees and other such levies imposed by the Government of Somalia.

17. Operation, Maintenance and Spare-parts Manuals

17.1 If supply of equipment is involved, the successful Supplier shall supply 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment).

18. Replacement of Rejected or Defective Goods or Works

Where goods or works are rejected or defective, THE PURCHASER shall write a request for remedies given to a failing supplier for the replacement of the rejected or defective goods or works. In the event that 10 days after receipt of the request for remedies, a supplier is failing to reply or to propose the replacement of any rejected or defective goods or works under the PO, The Purchaser shall have the rights to purchase such goods or works elsewhere and charge any extra costs and incurred expenses to the supplier by deduction from any outstanding payment.