



Federal Republic of Somalia
Ministry of Internal security MoIS
Office of Admin and Finance

INVITATION TO BID

No. MoIS/ **-ITB-3**

**Subject: CAPACITY BUILDING AND TRAINING OF THE MOIS
POLICY & LEGAL DEPARTMENT**

Start Date for Submission of Bids:

28 January 2021

Deadline for Submission of Bids:

9 February 2021

At 14:00 hours

(Somalia Time)

Section 1. Letter of Invitation

Submission Start Date: 28 January 2021

No. MOIS/- **CAPACITY BUILDING AND TRAINING OF MOIS POLICY AND LEGAL DEPARTMENT**

Dear Sir/Madam,

MOIS invites hereby invites you to submit a bid to this to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2- Instructions to Bidders (including Data Sheet)
- Section 3- Schedule of Requirements and Technical Specifications
- Section 4- Bid Submission Form
- Section 5- Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6- Price Schedule Form

Your offer, comprising of a Technical Bid and Price Schedule, in separate sealed envelopes, should be submitted in accordance with Section 2. You are kindly requested to submit an acknowledgment letter to MOIS to the following address:

Ministry of Internal security (MOIS)
Attention: Mukhtar Mohamed Ma'ow
Director Administration and Finance, MOIS

The letter should be received by MOIS no later than 9 February 2021 at 14:00 hours (Somalia Time). The same letter should advise whether your company intends to submit a Bid. If that is not the case, MOIS would appreciate your indicating the reason, for our records. If you have received this ITB through a direct invitation by MOIS, transferring this invitation to another firm requires notifying MOIS accordingly.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for the queries on this ITB. MOIS looks forward to receiving your Bid and thank you in advance for your interest in MOIS procurement opportunities.

Yours faithfully,

Mukhtar Mohamed Ma'ow
Director Administration and Finance, MOIS

Section 2: Instruction to Bidders

Definitions

- a) *“Bid”* refers to the Bidder’s response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *“Bidder”* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by MOIS.
- c) *“Contract”* refers to the legal instrument that will be signed by and between the MOIS and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *“Country”* refers to the country indicated in the Data Sheet.
- e) *“Data Sheet”* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *“Day”* refers to calendar day.
- g) *“Goods”* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that MOIS requires under this ITB.
- h) *“Government”* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *“Instructions to Bidders”* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *“ITB”* refers to the Invitation to Bid consisting of instructions and references prepared by MOIS for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *“LOI”* (Section 1 of the ITB) refers to the Letter of Invitation sent by MOIS to Bidders.
- l) *“Material Deviation”* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of MOIS and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- m) *“Schedule of Requirements and Technical Specifications”* refers to the document included in this

ITB as Section 3 which lists the goods required by MOIS, their specifications, the related services, activities, tasks to be performed, and other information pertinent to MOIS's receipt and acceptance of the goods.

- n) "Services" refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by MOIS under the ITB.
- o) "Supplemental Information to the ITB" refers to a written communication issued by MOIS to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. MOIS hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by MOIS in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by MOIS. MOIS is under no obligation to award a contract to any Bidder as a result of this ITB.
4. MOIS implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. MOIS is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against MOIS as well as third parties involved in MOIS activities.
5. In responding to this ITB, MOIS requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold MOIS's interest's paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged MOIS to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or

- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion, of MOIS.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to MOIS and seek MOIS's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid:

- 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of MOIS staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
- 6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to MOIS's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.
8. Anti-Terrorism: The Contractor agrees to undertake all reasonable efforts to ensure that none of the Ministry funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by the ministry hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999).

B. CONTENTS OF BID

9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

- 9.1 Bid Submission Cover Letter Form (see ITB Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
- 9.3 Technical Bid (see prescribed form in ITB Section 6);
- 9.4 Price Schedule (see prescribed form in ITB Section 7);
- 9.5 Bid Security, if applicable (if required and as stated in the DSnos. 9-11, see prescribed Form in ITB Section 8);
- 9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DSno. 16) prior to the Bid submission date. Any

request for clarification must be sent in writing via courier or through electronic means to the MOIS address indicated in the **Data Sheet** (DSno. 17). MOIS will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.

- 10.2 MOIS shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of MOIS to extend the submission date of the Bid, unless MOIS deems that such an extension is justified and necessary.

11. Amendment of Bid

- 11.1 At any time prior to the deadline for submission of Bid, MOIS may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, MOIS may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

The Bidder shall bear any, and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. MOIS shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Bid, as well as any and all related correspondence exchanged by the Bidder and MOIS, shall be written in the language (s) specified in the **Data Sheet** (DS No. 4).

14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

15. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs.

16. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DSno. 15).

17. Validity Period

21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DSno. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DSno. 21). A Bid valid for a shorter period shall be immediately rejected by MOIS and rendered non-responsive.

21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, MOIS may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing and shall be considered integral to the Bid.

18. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DSno. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be either posted on the MOIS website or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION AND OPENING OF BID

19. Submission

23.1 The Bid document and the Price Schedule must be submitted together and sealed together in one and the same envelope, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Bid and Price Schedule must be sealed together in an envelope whose external side must:

- a) Bear the name of the Bidder;
- b) Be addressed to MOIS as specified in the **Data Sheet** (DSno.20); and
- c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DSno. 24).

If the envelope is not sealed nor labeled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper sealing and labeling by the Bidder.

23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DSnos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with MOIS's deadline for submission. MOIS shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the

MOIS premises indicated in the **Data Sheet** (DSno. 20).

23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of MOIS as attached hereto as Section 11.

20. Deadline for Submission of Bid and Late Bids

Bid must be received by MOIS at the address and no later than the date and time specified in the **Data Sheet** (DSno.20 and 21).

MOIS shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by MOIS after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

21. Withdrawal, Substitution, and Modification of Bid

25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by MOIS, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by MOIS.

25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by MOIS prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".

25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.

- 25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

22. Bid Opening

MOIS will open the Bid in the presence of an ad-hoc committee formed by MOIS of at least two (2) members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet** (DSno. 23).

The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as MOIS may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submission, for which the Bid shall be returned unopened to the Bidder.

23. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence MOIS in the examination, evaluation and comparison of the Bid or contract award decisions may, at MOIS's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with MOIS for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to MOIS. The content of another bid and how they compare to the Bidder's submission shall not be discussed.

E. EVALUATION OF BID

24. Preliminary Examination of Bid

MOIS shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed. MOIS may reject any Bid at this stage.

25. Evaluation of Bid

29.1 MOIS shall examine the Bid to confirm that all terms and conditions under the MOIS General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no

changes may be made by MOIS in the criteria after all Bids have been received.

29.1 MOIS reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following:

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
- f) Testing and sampling of completed goods similar to the requirements of MOIS, where available; and
- g) Other means that MOIS may deem appropriate, at any stage within the selection process, prior to awarding the contract.

26. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, MOIS may, at its discretion, ask any Bidder to clarify its Bid.

MOIS's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by MOIS in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by MOIS, shall not be considered during the review and evaluation of the Bid.

27. Responsiveness of Bid

MOIS's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

If a Bid is not substantially responsive, it shall be rejected by MOIS and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

28. Nonconformities, Reparable Errors and Omissions

28.3 Provided that a Bid is substantially responsive, MOIS may waive any non-conformities or omissions in the Bid that, in the opinion of MOIS, do not constitute a material deviation.

28.4 Provided that a Bid is substantially responsive, MOIS may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

28.5 Provided that the Bid is substantially responsive, MOIS shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of MOIS there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

28.6 If the Bidder does not accept the correction of errors made by MOIS, its Bid shall be rejected.

F. AWARD OF CONTRACT

29. Right to Accept, Reject, or Render Non-Responsive Any or All Bid

29.1 MOIS reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for MOIS's action. Furthermore, MOIS is not obligated to award the contract to the lowest price offer.

30. Award Criteria

Prior to expiration of the period of Bid validity, MOIS shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification and has offered the lowest price (See DS No. 32).

31. Right to Vary Requirements at the Time of Award

At the time of award of Contract, MOIS reserves the right to vary the quantity of the goods and/or related services, by up to a maximum twenty-five per cent (25%) of the total offer, without

any change in the unit price or other terms and conditions.

32. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to MOIS.

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, MOIS may award the Contract to the Bidder with the second highest rated Bid or call for new Bid.

33. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DSno. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by MOIS, shall be a condition for the affectivity of the Contract that will be signed by and between the successful Bidder and MOIS.

Instructions to Bidders

DATA SHEET¹

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Office	MOIS
2		Title of Goods/Services/Work Required:	CAPACITY BUILDING AND TRAINING OF MOIS POLICY & LEGAL DEPARTMENT
3		Country:	Somalia
4	C.13	Language of the Bid:	<input checked="" type="checkbox"/> English ONLY
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input type="checkbox"/> Allowed Bidders may choose to submit their bids for one or several lots however partial bid within the lot is not allowed. <input checked="" type="checkbox"/> Not allowed:
8	C.21.1	Period of Bid Validity commencing on the submission date	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Bid Security	<input type="checkbox"/> Required Amount: Click here to enter text. Form: Click here to enter text. <input checked="" type="checkbox"/> Not Required
12		Advanced Payment upon signing of contract	<input type="checkbox"/> Allowed up to a maximum of ____% of contract ² <input checked="" type="checkbox"/> Not allowed
15	C.17	Preferred Currency of Bid	<input checked="" type="checkbox"/> United States Dollars (US\$)

¹

²

	C.17.2		
16	B.10.1	Deadline for submitting requests for clarifications/questions	5 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ³	Mr. Mukhtar Mohamed Ma'ow Director Administration and Finance, MoIS E-mail: info@mois.gov.so. Cell no: 061644409
19	D.23.3	No. of copies of Bid that must be submitted	Original: one Copies: one
20	D.23.1 b) D.23.2 D.24	Bid submission address	Hand delivery to MOIS Office in VS, Mogadishu. Attention: Mukhtar Mohamed Ma'ow Director Administration and Finance, MOIS Mogadishu, Ex 888 building via Tanzania Street- Mogadishu Somalia E-mail: info@mois.gov.so
21	C.21.1 D.24	Deadline of Bid Submission	Date and Time: 9 February 2021 at 14:00 hours (Somalia Local Time)
22	D.23.2	Manner of Submitting Bid	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid ⁴
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: info@mois.gov.so <input checked="" type="checkbox"/> Format: PDF files only, <input checked="" type="checkbox"/> Max. File Size per transmission: [5 MB] <input checked="" type="checkbox"/> No. of copies to be transmitted: [one copy] <input checked="" type="checkbox"/> Mandatory subject of email: No. MOIS/ -CAPACITY BUILDING AND TRAINING OF PLANNING AND DEVELOPMENT DEPARTMENT

³This contact person and address is officially designated by MOIS. If inquiries are sent to other person/s or address/es, even if they are MOIS staff, MOIS shall have no obligation to respond nor can MOIS confirm that the query was officially received.

⁴If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

24	D.23.1 c)	Date, time and venue for opening of Bid	<p>Date and Time: <input type="text"/></p> <p>Venue: VS, MOIS, Mogdishu, SOMALIA</p> <p>Note: Companies wishes to participate in public bid opening must call Mr. he can be reached through phone number24 hours before their arrival at VS. Please note that participating in public bid opening is not mandatory and will not have any impact on outcome of the evaluation.</p>
25		Evaluation method to be used in selecting the most responsive Bid	<input type="checkbox"/> Non-Discretionary “Pass/Fail” Criteria on the Technical Requirements; and <input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive Bid
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders	<input checked="" type="checkbox"/> Tax Registration issued by FGS. <input checked="" type="checkbox"/> Certificate of Registration of the business
29	C.15.2	Latest Expected date for commencement of Contract	15 March 2021
30	C.15.2	Maximum Expected duration of contract	6 Weeks
31		MOIS will award the contract to:	<input type="checkbox"/> One Bidder only <input checked="" type="checkbox"/> One or more Bidders, depending on the following factors: Bidders may choose to submit their bids for one or several items however partial bid is not allowed within the lot.
32	F.34	Criteria for the Award and Evaluation of Bid	<p><u>Award Criteria</u></p> <input checked="" type="checkbox"/> Non-discretionary “Pass” or “Fail” rating on the detailed contents of the Schedule of Requirements and Technical Specifications
			<input checked="" type="checkbox"/> Compliance on the following qualification requirements:
			<p><u>Bid Evaluation Criteria</u>⁵</p> <input checked="" type="checkbox"/> Full compliance of Bid to the Technical Requirements;

⁵ Pls. reconcile and ensure consistency with the contents of the Technical Specifications

			<input checked="" type="checkbox"/> The supplier will be based on the evaluation on the grand total price quoted, quality of proposal and experience in the field.
33	E.29	Post qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed; <input checked="" type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder; <input checked="" type="checkbox"/> Testing and sampling of completed goods similar to the requirements of MOIS, where available; and <input type="checkbox"/> Others [<i>click here to specify</i>]

Section 3a: Schedule of Requirements and Technical Specifications

No.	DESCRIPTION OF ITEMS	Deviation (If any)
1.	<p>Inception report</p> <p>Activity:</p> <ul style="list-style-type: none"> An inception report should be presented at the outset that lays out the workplan and approach to the implantation of the contract. 	<p>Inception report includes the areas of training recommended with a complete training and mentoring schedule. The proposed training builds on the available assessment and recommendations concluded in the Planning and Development Department under contract 1.</p>
2.	<p>Capacity building training for MOIS personnel working in Policy & Legal Department.</p> <p>Activity:</p> <p>The curriculum for the training will be developed as part of an earlier contract (ITB 1) following the Capacity Needs Assessment of the MOIS Policy & Legal Department. In addition, the detailed Operating Guidelines, Manuals and SOPs – which will underpin the delivery of this capacity building and training package - will be developed as Part of the earlier contract awarded under ITB 1.</p> <p>It is anticipated that the training will be a combination of departmental and individual training delivered for up to 10 members of the MOIS Policy & Legal Department and will include a combination of classroom-based training and on the job training and mentoring.</p> <p>While the detail of the training curriculum is not yet available, it is anticipated that the following training will be required over a six week period:</p> <p style="padding-left: 40px;">Departmental working practices, workplans and effective operating processes.</p> <p style="padding-left: 40px;">Familiarization training with the Somali Security Sector, security related legislation, and key policy and legislative direction – including the Somali Transition Plan,</p>	<p>No deviation. The training schedule is based on the approved inception report.</p>

	<p>National Development Plan, Mutual Accountability Framework and other high level policy direction related to the MOIS.</p> <p>International and Somali national law, relating to the security sector.</p> <p>Policy formulation skills, including the development of MOIS related Policies and Plans, some of which should be done through on the job training and mentoring.</p> <p>Legislation formulation and drafting skills, specifically the development all MOIS related legislation.</p> <p>Effective writing skills: including the production of concept notes, strategic analysis and work requests.</p> <p>Effective briefing and communication skills: including both written and oral briefing skills and techniques.</p> <p>Rudimental intelligence analysis and reporting.</p> <p>Strategic Communications skills.</p> <p>Monitoring and Evaluation skills.</p>	
3.	<p>A Final Report</p> <p>Activity:</p> <ul style="list-style-type: none"> Final report summarizes what has been delivered and anticipated impact. 	No Deviation

Section 3b: Related Services

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:

Delivery Term [INCOTERMS 2021] (Pls. link this to price schedule)	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP <input type="checkbox"/> Other <i>Click here to specify</i>	
Exact Address of Delivery/Installation Location	Goods to be delivered to the delivery point DAP at the named place: MOIS, VS, Mogadishu, SOMALIA	
Mode of Transport Preferred	<input checked="" type="checkbox"/> AIR	<input checked="" type="checkbox"/> LAND
	<input checked="" type="checkbox"/> SEA	<input checked="" type="checkbox"/> OTHER <i>[pls. specify]</i>
MOIS Preferred Freight Forwarder, if any ⁶	DHL	
Distribution of shipping documents <i>(if using freight forwarder)</i>	NA	
Delivery Date	MUST be delivered to the MOIS, VS, Mogadishu	
Customs, if needed, clearing shall be done by:	<input type="checkbox"/> MOIS <input checked="" type="checkbox"/> Supplier <input type="checkbox"/> Freight Forwarder	
Ex factory / Pre-shipment inspection	NA	
Inspection upon delivery	Would be performed by MOIS assigned inspection team.	
Installation Requirements	This should be responsibility of the Supplier	
Testing Requirements	NA	
Scope of Training on Operation and Maintenance	NA	
Commissioning	NA	
Technical Support Requirements	NA	
Payment Terms	<input checked="" type="checkbox"/> 100% within 30 days upon MOIS's acceptance of the goods delivered as specified and receipt of invoice	
After-sale services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of One Year <input checked="" type="checkbox"/> Technical Support <input checked="" type="checkbox"/> Provision of Service Unit when pulled out for maintenance/repair <input type="checkbox"/> Others <i>[pls. specify]</i>	

⁶A factor of the INCOTerms stipulated in the ITB. The use of a MOIS preferred courier may be considered for purposes of ensuring forwarder's familiarity with procedures and processing of documentary requirements applicable to MOIS when clearing with customs authority of the country of destination.

All documentations, including catalogs, instructions and operating manuals, shall be in this language

English

Section 4: Bid Submission Form⁷

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

Insert: Location

To: Mukhtar Mohamed Ma'ow, Director Administration and Finance, MOIS

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for **CAPACITY BUILDING AND TRAINING OF THE POLICY AND LEGAL DEPARTMENT for Ministry of Internal security (MOIS) listed herein with this bidding document for MOIS, in Mogadishu, Somalia** in accordance with your Invitation to Bid dated . We are hereby submitting our Bid, which includes the Bid document and Price Schedule.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- c) We do not employ, nor anticipate employing, any person who is or was recently employed by MOIS.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of MOIS's Standard Contract for this ITB.

We agree to abide by this Bid for 50 days.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that MOIS is not bound to accept this Bid, that we shall bear all costs associated with its preparation and submission, and that MOIS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

⁷No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder

Bidder Information Form⁸

Date: rt date (as day, month and year]of Bid Submission]

ITB No.: [insert number of bidding process]

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		

⁸The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

- All eligibility document requirements listed in the Data Sheet
- If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Section 6: Price Schedule Form⁹

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.

The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided, from unit price to items prices. Separate figures must be provided for each functional grouping or category, if any.

Any estimates for cost-reimbursable items, such as travel of experts and out-of-pocket expenses, should be listed separately.

The format shown on the following pages is suggested for use as a guide in preparing the Price Schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

The Bidders are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. MOIS shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed for additional set of goods and/or related services.

S/N	Description of Items	% of Payment	Time Period
1.	An inception report with capacity assessment tools	20%	Commencement of contract
2.	Delivery of 50% of the training completed	60%	3 weeks
5.	Completion of training and a Final Report summarizing activities undertaken with recommendations for further improvements.	20%	2 weeks
	Total	100%	

⁹No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

9	Freight	n/a	
10	Insurance	n/a	
11			

Section 7: Terms and Conditions:

This section sets out the terms and conditions of the receipt and submission of a proposal in response to this ITB (ITB Conditions).

5.1 Validity of information

MOIS has used reasonable efforts in compiling the ITB. However, MOIS will not be liable to Respondents or any third party for any inaccuracy or omission in the ITB or any additional information MOIS may provide as part of the proposal process. This section 5.1 is without prejudice to section 5.16 below.

5.2 Acceptance of conditions

Supply of a proposal of interest by the Respondent to MOIS will amount to acknowledgement and acceptance of these ITB Conditions by the Respondent. Where the Respondent intends to engage third parties to perform any part of the proposed solution, these third parties shall also be bound by these ITB Conditions (to the extent relevant).

Except as set out in this Section 5, there is no agreement between MOIS and any Respondent as to the conduct of the ITB process.

5.3 Evaluation of proposals

Notwithstanding any stated proposal evaluation method, MOIS has complete discretion to consider, not consider, accept or reject any proposal (including, without limit, any late or otherwise non-conforming proposals) and complete discretion as to proposal evaluation methods. MOIS will not enter into discussions with Respondents concerning its evaluation methods.

5.4 Validity period

Once submitted, each proposal is irrevocable, and may not be withdrawn or changed, except with the written consent of MOIS.

5.5 Authorized communications

Only those communications that are in writing from MOIS from personnel who have been authorized for the purpose may be considered as a duly authorized expression on behalf of MOIS.

5.6 Correspondence/clarification sought by Respondent

All correspondence is to be directed to the email addresses set out in this ITB and be

received by MOIS not later than two [2] Working Days before the closing date for proposal. MOIS will respond to any requests for clarification made via letter, facsimile or email and may respond to any other questions it receives.

If any enquiry and its response is deemed by MOIS, at its discretion, to clarify or materially change the purpose and/or intent of this ITB, the question and answer will be communicated simultaneously to all Respondents and will, upon issue, be deemed to become part of the ITB.

If a Respondent is unable to obtain clarification on any matter relating to the requirements of this ITB, the Respondent should indicate where it believes the ITB to be ambiguous or unclear and should describe the interpretation it has adopted in preparing its proposal.

5.7 Respondents to inform themselves

Each Respondent is deemed to have examined this ITB and any other information supplied by MOIS to the Respondent and to have satisfied itself before submitting any of its proposal as to the correctness and sufficiency of the proposal.

MOIS does not warrant the accuracy or correctness of this ITB or any other information supplied by MOIS to any Respondent.

Each Respondent will undertake such further investigations as it may consider necessary before submitting any proposal.

5.8 Addenda to proposals

Information not specifically required for the ITB but deemed by the Respondent to be of value to the evaluation should be included as an addendum to the proposal. Addenda must not include advertising brochures or similar material. Where there is reference to published manuals, the relevant extracts from the manuals and those alone, must be placed in the addenda. References to websites and other online materials must be printed and included in the addenda.

5.9 Changes to ITB

Where, during the course of the ITB process, MOIS modifies the essential requirements and evaluation criteria of the ITB, it shall publish such modifications or transmit them in writing to all Respondents at the time the criteria are modified, in the same manner the original information was transmitted, and in adequate time to allow such Respondents to modify their proposals. If a proposal has been submitted prior to the change, the Respondent will be permitted to produce an erratum to take account of the change and submit this by the closing date for proposals.

5.10 Confidentiality

A Respondent may not copy the ITB in part or in whole except for the purpose of preparing its proposal. This ITB and any other documents supplied by MOIS remain MOIS's property and must be returned to MOIS upon request together with all copies.

MOIS will use reasonable efforts to maintain the confidentiality of information supplied in the proposal. However, MOIS is subject to various disclosure requirements, for example the Official Information Act 1982, and shall not be liable for any disclosure it believes (acting responsibly) it is required to make. The Respondent should clearly indicate those parts of its proposal that it regards as commercially sensitive and confidential. The entire proposal may not be marked as such.

The above requirements are in addition to the requirements of the Non-Disclosure Agreement.

5.11 Proposal preparation costs

The Respondent shall bear all its costs in preparing, submitting and presenting any proposal and all other costs incurred by it throughout the evaluation process and any resulting ITB or contract negotiations, including without limitation, the cost of undertaking further investigations to finalize details of pricing, services or service levels.

Furthermore, no statement in this document shall be construed as placing MOIS, its employees or agents under any contract or obligation whatsoever in respect to costs or losses incurred by the Respondents in the preparation of their proposal.

5.12 Time

Somalia time and dates apply at all times, except where explicitly stated to the contrary. For the avoidance of doubt, Somalia time is GMT+2 hours.

5.13 Somalia law

Somalia law governs this ITB process. The Respondent agrees to submit to the exclusive jurisdiction of the Somalia courts in relation to any dispute or difference of any kind that may arise concerning this ITB process.

5.14 No Canvassing/Undisclosed Benefits

Respondents' communications with MOIS must be in accordance with Section 1.4 (Clarification process). Respondents' representatives must not directly nor indirectly canvass, or provide any form of inducement or reward to, any representative of MOIS in respect of this ITB. Any "unauthorized" contact or any attempt to canvass, induce or reward may invalidate the proposal of the Respondent.

5.15 Notice of outcome

MOIS will promptly notify each Respondent who submitted a complying proposal of whether or not MOIS intends to invite the Respondent to participate in the ITB process, following the Department making such decision.

MOIS reserves the right not to notify or publish the name of any Respondent it chooses to invite to participate in the ITB process, or the terms of the Respondent's proposal.

On request from an unsuccessful Respondent, MOIS will promptly provide pertinent information concerning reasons for the rejection of its proposal or the relative advantages of the proposals that were accepted.

5.16 MOIS information

Except to the extent required by law, MOIS may withhold any information from any Respondent for any reason and will not be responsible to any person for any information so withheld.

5.17 Information accuracy

MOIS will rely on any information provided by or on behalf of a Respondent in respect of this ITB. The Respondent must ensure all information provided to MOIS is complete and accurate.

5.18 Authorization

Each Respondent authorizes MOIS to collect any information from the Respondent and relevant third parties (such as referees) and to use that information for the purposes of this ITB process. Where that information is incorrect or out of date, the Respondent may require MOIS to update or correct that information.

5.19 Satisfactory solution

In order to procure a satisfactory solution, MOIS reserves the right (and the Respondent must in no way impede MOIS's ability) to:

- a. Allow one or multiple Respondents to proceed to the ITB stage; or
- b. Choose not to invite any Respondents to proceed to the ITB stage.

5.20 No liability of MOIS

MOIS shall not be liable in any way whatsoever and howsoever caused, including, without limitation, in contract, tort (including negligence), equity, or breach of statutory duty to any Respondent on the grounds that MOIS has failed to consider a proposal, has incorrectly evaluated proposals or has invited or has not invited any Respondent(s) to proceed to the ITB stage, or in respect of any other decision whatsoever concerning proposals submitted for consideration.

5.21 Rights reserved by MOIS

MOIS, in its sole discretion, may:

- a. Change any date in this process (e.g. extend or shorten timeframes);
- b. Apply, or change, any policy or criteria relating to participation in this process or evaluation of proposals;
- c. Exclude any Respondent from this process for any reason;
- d. Restrict or deny the supply of, or access to, any MOIS site or other property or any of MOIS's personnel, information or property to any Respondent or person;
- e. Change its requirements;
- f. Suspend or cancel this process by notice;
- g. Change any condition, procedure or rule of this process by notice;
- h. Consider (or not consider) any non-compliant proposal;
- i. Accept any proposal at any time prior to the time for acceptance of proposals;

- j. Contact any third party who has previously engaged the Respondent (or any person comprising or associated with the Respondent) to discuss the work performed for that third party;
- k. Re-advertise for proposals;
- l. Waive any irregularities or informalities in the process;
- m. Provide further information in respect of, and modify the provisions of, this ITB at any time prior to the closing date for proposals by notice to all prospective Respondents;
- n. Depart from any evaluation criteria or any other terms or conditions of any pre-contract documentation.

5.22 Public Statement

No Respondent, or any of its subcontractors (third parties), shall at any time make any public statement in relation to this ITB or the evaluation process without prior written consent from MOIS.

In addition, no advertising or information relating to any part of this process shall be published in any newspaper, magazine, journal, and broadcast of radio or television, on the internet or any other such medium without the prior written consent of MOIS.

5.23 Indemnity

If a Respondent breaches these ITB Conditions and, as a result of that breach, MOIS incurs costs or damages (including, without limit, the cost of any investigations, procedural impairment, repetition of all or part of the ITB process and enforcement of intellectual property rights or confidentiality obligations), then the Respondent indemnifies MOIS against such costs or damages.
