

**BANKIGA DHEXE EE  
SOOMAALIYA**



**البنك المركزي الصومالي**

**CENTRAL BANK OF SOMALIA**

**TENDER NOTICE FOR RENOVATION OF CBS HQ OFFICE**

<b>Date</b>	15/01/2022
<b>ITB reference number:</b>	CBS/ITB/002/2022

Dear Sir / Madam,

Central Bank of Somalia (CBS) invites your submission of a tender for construction of a conference hall in accordance with the conditions detailed in the attached documents.

We include the following information:

- Part 1: Invitation to Tender
- Part 2: Conditions of Tendering
- Part 3: Terms and Conditions of Purchase (which will be signed by the successful Bidder)

Interested eligible and qualified **national** Vendors and Contractors are invited to apply for the bid. Your return tender must be received not later than **Saturday 12<sup>th</sup> February 2022, 3:00pm** East African Time ("the Closing Date").

Failure to meet the Closing Date may result in the tender being void. Returned bids must remain open for consideration for a period of not less than 30 days from the Closing Date.

Should you require further information or clarification on the tender requirements, please contact **Procurement Contact Person** in writing at the following address:

E-mail: [procurement@centralbank.gov.so](mailto:procurement@centralbank.gov.so)

Telephone: **0612566656**

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

Yours faithfully,

Procurement,  
Central Bank of Somalia,  
*Corso 55 street, Hamarweyne District Opposite Ministry of Finance.*

## PART 1: INVITATION TO TENDER

The Central Bank of Somalia (CBS) hereby invites **local tenders/ nationals** to submit their bids for renovation of Central Bank of Somalia HQ office in Mogadishu as detailed in technical specifications (BoQ).

Tender is open to eligible **national** contractors who are registered and operational in Somalia. All interested bidders are hereby informed to submit their Bids and must be delivered in a sealed envelope to the CBS office not later than **12<sup>th</sup> February 2022 at 3:00 pm** (Mogadishu Time). Electronic submission for this tender is not accepted and any bid shared electronically shall not be evaluated. It shall remain the responsibility of the bidder to ensure that their bids will reach the address above on or before the deadline. Bids that are received by CBS after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Please take note of the following requirements and conditions concerning to the construction of a conference hall for the Central Bank of Somalia (CBS).

CONDITIONS	
Major Conditions	Bids should be signed, stamped, and delivered in a sealed envelope to the <b>CBS TENDER BOX</b> by the bidder and unstamped and unsealed bids will not be accepted. Clearly marked <b>“RFQ Reference No. CBS/ITB/002/2022”</b> on the envelope.
Period of validity of the bids starting the submission date.	<input type="checkbox"/> <b>30 days</b> <input type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, CBS may request the Vendor to extend the validity of the Quotation/Bids beyond what has been initially indicated in this RFQ, The Proposal shall then

	confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	Not permitted
Expected delivery period and another important requirement.	<input type="checkbox"/> <b>ASAP/One week</b> respectively from the issuance of the purchase order/contract. <input type="checkbox"/> Others Please specify
Support requirement	Central Bank of Somalia should be able to contact the Vendors directly for support and maintenance proposes.
Payment Terms	<input type="checkbox"/> <b>100% upon completion of works</b> <input type="checkbox"/> Others Please specify your mode of payment terms
Currency for quotation/Bid	USD
Deadline for submission of quotes	<b>3:00 pm, Saturday 12<sup>th</sup> February, 2022</b>
Special conditions of contract	Cancellation of PO/Contract if the completion/delivery date is delayed by one week or the quality of works is unsatisfactory
Warranty	<input type="checkbox"/> <b>12 to 24 months</b> <input type="checkbox"/> Others Please specify

**Contact for inquiries.**

**Please send your inquiries to below email**

**[procurement@centralbank.gov.so](mailto:procurement@centralbank.gov.so)**

**or**

**Call: +252612566656**

Any delay in CBS's response shall be not used as a reason for extending the deadline for submission, unless the bank deems that such an extension is necessary and communicates a new deadline to the Proposers.

## Specification of requirement

The construction of the conference hall under this contract(s) is indicated in the below BoQ.

Sr .No	Description	Quantity	price \$	Amount \$
1	Cement board laminated with white stone venail lamination, Size 2.44 m x 1.22 m and thickness of 1.2 cm. total area of square meters (4700 m <sup>2</sup> ).	4,414.47		
2	Light weight C profiles with 4 cm x 6 cm x o.12 5 cm, C profiles are 9400 linear meters in length.	8,828.94		
3	Light weight U profiles with 4 cm x 6 cm x o.12 5 cm x 2.5 cm, U profiles are 9400 linear meters in length.	8,828.94		
4	Clips, anchors, rivets and any other accessory, total in kgs are 234.	234.00		
5	Shipping charges per container of twenty feet, four containers	4.00		
6	Port clearing charges per container of twenty feet, four containers	4.00		
7	Storage of 20 feet container for 2 months period.	4.00		
8	Loading, transporting and unloading at the site. 4 container contents of materials.	4.00		
	Total for materials			
	Manpower			
	Grand Total			-

## Award criteria

Award of the contract will be based on the following criteria:

a) ESSENTIAL CRITERIA:

Copies of the following supporting documentation must be submitted for consideration of the Bids:

- Valid Certificate of registration from the ministry of public works or BRA
- Tax Clearance Certificate.
- Company Profile with detailed physical verifiable contact address
- Copy of contracts for previous activities undertaken with completion note acceptance.
- Original copy of Bank statement – for the past one-year 2021 with a balance equivalent to 20% of the submitted BoQ value.
- Detailed Work plan
- CVs for technical staff

b) DESIRABLE CRITERIA

The following criteria are considered the utmost importance in the evaluation of the tender:

- Bidder's quick responsiveness
- Bidder demonstrates unique selling points and additional benefits or Works that are of value to CBS.

c) Evaluation of Bids

- All valid bids will be evaluated by an Evaluation Committee who will assess the bids based on administrative, technical, and financial evaluation, using the information provided in your bid application. CBS reserves the right to request proof of your past work experience and to visit the premises of bidders if this is deemed necessary to complete the evaluation.

## PART 2: CONDITIONS OF TENDERING

### 1. Definitions

In addition to the terms defined in the Cover Letter, in these Conditions, the following definitions apply:

- (a) **CBS** – Central Bank of Somalia.
- (b) **Award Criteria** - the award criteria set out in the Invitation to Tender.
- (c) **Bidder** – an individual or organisation who bids for the tender.
- (d) **Conditions** - the conditions set out in this 'Conditions of Tendering' document.
- (e) **Cover Letter** - the cover letter attached to the Tender Information Pack.
- (f) **Goods, Services or Works** - everything purchased by CBS under the contract.
- (g) **Invitation to Tender** - the invitation to tender found at Part 1 of the Tender Information Pack.
- (h) **Specification** - any specification for the Goods and/or Works including any related plans and drawings, supplied by CBS to the Vendor or specifically produced by the Vendor for CBS, in connection with the tender.
- (i) **Vendor** -the party which provides Goods and/or Works to CBS.
- (j) **Tender Information Pack** - the Invitation to Tender, these Conditions, CBS's Terms and Conditions.

### 2. The Contract

The contract awarded shall be for the supply of goods and/or Works, subject to CBS's Terms and Conditions of Purchase (attached to these Conditions). CBS reserves the right to undertake a formal review of the contract after six (6) months.

### 3. Late tenders

Tenders received after the Closing Date will not be considered, unless there are in CBS's sole discretion exceptional circumstances which have caused the delay.

#### **4. Correspondence**

All communications from Bidders to CBS relating to the tender must be in writing and addressed to the person identified in the Cover Letter. Any request for information should be received at least 3 days before the Closing Date, as defined in the Invitation to Tender. Responses to questions submitted by any Bidder will be circulated by CBS to all Bidders to ensure fairness in the process if needed.

#### **5. Acceptance of tenders**

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

#### **6. Alternative offer**

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

#### **7. Prices**

Tendered prices must be shown as both inclusive of and exclusive of any Value Added Tax chargeable or any similar tax (if applicable).

#### **8. Non-Disclosure and Confidentiality**

Bidders must treat the Invitation to Tender, contract, and all associated documentation (including the Specification) and any other information relating to CBS's employees, servants, officers, partners, or its affairs (the "**Confidential Information**") as confidential. All Bidders shall:

- recognise the confidential nature of the Confidential Information.
- respect the confidence placed in the Bidder by CBS by maintaining the secrecy of the Confidential Information.

- not employ any part of the Confidential Information without CBS's prior written consent, for any purpose except that of tendering for business from CBS.
- not disclose the Confidential Information to third parties without CBS's prior written consent.
- not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to CBS.
- use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties.
- notify CBS immediately of any possible breach of the provisions of this Condition 9 and acknowledge that damages may not be an adequate remedy for such a breach.

#### **9. Award Procedure**

CBS's Tender Review Committee will review the Bidders and their tenders to determine, in accordance with the Award Criteria, whether they will award the contract to any one of them.

#### **10. Information and Record Keeping**

CBS shall consider any reasonable request from any unsuccessful Bidder for feedback on its tender and, where it is appropriate and proportionate to do so, provide the unsuccessful Bidder with reasons why its tender was rejected. Where applicable, this information shall be provided within 7 days from (but not including) the date on which CBS receives the request.

#### **11. Conflict of Interest / Non-Collusion**

Any Bidders required to confirm in writing:

- That it is not aware of any connection between it or any of its directors or senior managers and the directors and staff of CBS which may affect the outcome of the selection process. If there are such connections the Bidder is required to disclose them.
- That it has not communicated to anyone other than CBS the amount or approximate amount of the tender.
- That it has not and will not offer pay or give any sum of money commission, gift, inducement, or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the tender process.

### **PART 3: TERMS AND CONDITIONS OF PURCHASE**

#### **1 Terms and Conditions**

These terms and conditions ("**Conditions**") provide the basis of the contract between the Vendor ("**Vendor**") and The Central Bank of Somalia (CBS) (the "**Customer**"), in relation to the purchase order ("**Order**") (the Order and the Conditions are together referred to as the "**Contract**"). All references in these terms and conditions to defined terms - Goods, Works, Prices and Delivery - refer to the relevant provisions of the Order.

#### **2 Quality and Defects**

2.1 The Goods and the Works shall, as appropriate:

- a) correspond with their description in the Order and any applicable specification.
- b) comply with all applicable statutory and regulatory requirements.
- c) be of the highest quality and fit for any purposes held out by the Vendor or made known to the Vendor by the Customer.

- d) be free from defects in design, material, workmanship, and installation; and
- e) be performed with the best care, skill, and diligence in accordance with best practice in the Vendor's industry, profession, or trade.

2.2 The Customer (including its representatives or agents) reserves the right at any time to audit the Vendor's records, inspect work being undertaken in relation to the supply of the Goods and Works and, in the case of Goods, to test them.

### **3 Ethical Standards**

3.1 The Vendor shall observe the highest ethical standards during the performance of its obligations under this Contract.

### **4 Delivery / Performance**

4.1 The works shall be delivered to and performed at the address and on the date or within the period stated in the contract, and in either case during the Customer's usual business hours, except where otherwise agreed in the Order. Time shall be of the essence in respect of this Condition 4.1.

4.2 Where the date of delivery of the Goods or of performance of Works is to be specified after issue of the Order, the Vendor shall give the Customer reasonable written notice of the specified date.

4.3 Delivery of the goods services or works shall take place and title in the Goods/works will pass on the completion of the physical transfer of the goods from the Vendor or its agents to the Customer or its agents at the address specified in the Order or contracts.

4.4 Risk of damage to or loss of the Goods shall pass to the Customer on completion of delivery.

4.5 The Customer shall not be deemed to have accepted any Goods or Works until the Customer has had reasonable time to inspect them following delivery and/or performance by the Vendor.

4.6 The Customer shall be entitled to reject any Goods delivered or Works supplied which are not in accordance with the Contract. If any Goods or Works are so rejected, at the Customer's option, the Vendor shall forthwith re-supply substitute Goods or Works

which conform with the Contract. Alternatively, the Customer may cancel the Contract and return any rejected Goods to the Vendor at the Vendor's risk and expense.

## **5 Indemnity**

The Vendor shall indemnify the Customer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Customer as a result of or in connection with any act or omission of the Vendor or its employees, agents or sub-contractors in performing its obligations under this Contract, and any claims made against the Customer by third parties (including claims for death, personal injury or damage to property) arising out of, or in connection with, the supply of the Goods or Works.

## **6 Price and Payment**

Payment in arrears will be made as set out in the Order or contract and the Customer shall be entitled to offset against the price set out in the Order all sums owed to the Customer by the Vendor.

## **7 Termination**

- 7.1 The Customer may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Vendor at least **one-week** written notice.
- 7.2 The Customer may terminate the Contract with immediate effect by giving written notice to the Vendor and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Vendor at any time if the Vendor:
  - a) becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or

b) is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within **7 days** of written request from the Customer.

7.3 In the event of termination, all existing purchase orders must be completed.

## **8 Vendor's Warranties**

8.1 The Vendor warrants to the Customer that:

- a) it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Works without infringing any applicable law, regulation, code, or practice or any third party's rights.
- b) the Works will be performed by appropriately qualified and trained personnel, with the best care, skill, and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances.

## **9 Force majeure**

9.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event that is beyond that party's reasonable control (a "**Force Majeure Event**") provided that the Vendor shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.

9.2 If any events or circumstances prevent the Vendor from carrying out its obligations under the Contract for a continuous period of more than **20 days**, the Customer may terminate the Contract immediately by giving written notice to the Vendor.

## **10 General**

- 10.1 The Vendor shall not use the Customer's name, branding or logo other than in accordance with the Customer's written instructions or authorisation.
- 10.2 The Vendor may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent.
- 10.3 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified from time to time. For the purposes of this Condition, "writing" shall include e-mails.
- 10.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 10.5 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.
- 10.6 The Contract shall be governed by and construed in accordance with Somali law. The parties irrevocably submit to the exclusive jurisdiction of the courts of Somalia to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.
- 10.7 A person who is not a party to the Contract shall not have any rights under or in connection with it.