



**INVITATION TO BID**

**Date** 17/04/2022  
**ITB reference number:** CBS/ITB/004/2022

Dear Sir / Madam,

Central Bank of Somalia (CBS) invites your submission of a tender to supply and provide Windows 11 Pro (Volume Licensing) in accordance with the conditions detailed below.

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 Suppliers are invited to apply for the bid. Your return tender must be received not later than **Monday 2<sup>nd</sup> May 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 Division** (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,

The Procurement Division  
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 you to submit your bids for **supply and provision of Windows 11 pro (Volume Licensing)** for the Central bank of Somalia (CBS) as detailed in technical specifications.

All interested bidders are hereby informed to submit their electronic Bids to [procurement@centralbank.gov.so](mailto:procurement@centralbank.gov.so) not later than **2<sup>nd</sup> May 2022 at 3:00 pm** (Mogadishu Time). It shall remain your responsibility to ensure that your 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 Supply for the Central Bank of Somalia (CBS).

CONDITIONS	
Major Conditions	Bids should be signed, stamped, and sent via email by clearly marking <b>“ITB Reference No. CBS/ITB/004/2022”</b> in the subject line.
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>Two weeks</b> respectively from the issuance of the purchase order/contract. <input type="checkbox"/> Others <b>Please specify</b>

Support requirement	Central Bank of Somalia should be able to contact the Vendors directly for support and maintenance proposes.
Payment Terms	<input type="checkbox"/> 100% upon complete delivery of goods/services <input type="checkbox"/> Others <b>Please specify</b>
Currency for quotation/Bid	USD
Deadline for submission of quotes	<b>3:00pm Monday 2<sup>nd</sup> May 2022</b>
Special conditions of contract	Cancellation of PO/Contract if the delivery date is delayed more than one week or the quality of Product is unsatisfactory.
Warranty	<input type="checkbox"/> 12 to 24 months <input type="checkbox"/> Others <b>Please specify</b>

**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

Items or services that may be procured under this contract(s) include the below.

SN	Item Specification	Unit	Qty	U.Price	Total
1	Windows 11 Pro (on Microsoft Volume Licensing account)	Users	200		

## Award criteria

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

### a) ESSENTIAL CRITERIA:

Bidders shall fulfil the following criteria:

- Bidder meets required minimum requirement specification of the products or services.
- Bidder's confirmation of compliance with the attached Conditions of Tendering, Terms and Conditions of Purchase.
- Company profile with detailed physical verifiable contact address
- Most recent bank statement (one year) with full details of account movement and enough balance.
- Valid Commercial License / Registration Certificate from the country of operation
- Evidence of Past and relevant experience of similar work or services from other clients.
- Correctly filled, signed, and stamped bid document.

### 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 services that are of value to CBS.

## 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 and/or Services** - 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 Services, including any related plans and drawings, supplied by CBS to the Supplier, or specifically produced by the Supplier for CBS, in connection with the tender.
- (i) **Supplier** -the party which provides Goods and/or Services to CBS.
- (j) **Tender Information Pack** - the Invitation to Tender, these Conditions, CBS's Terms and Conditions of Purchase.

### 2. The Contract

The contract awarded shall be for the supply of goods and/or services, 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 supplier ("**Supplier**") 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, Services, Prices and Delivery - refer to the relevant provisions of the Order.

## **2 Quality and Defects**

2.1 The Goods and the Services shall, as appropriate:

- a) correspond with their description in the Order and any applicable specification.
- b) comply with all applicable statutory and regulatory requirements.
- c) be of the highest quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Customer.
- d) be free from defects in design, material, workmanship, and installation; and
- e) be performed with the best care, skill, and diligence in accordance with best practice in the Supplier's industry, profession, or trade.

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

## **3 Ethical Standards**

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

## **4 Delivery / Performance**

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

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

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

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 Services until the Customer has had reasonable time to inspect them following delivery and/or performance by the Supplier.

4.6 The Customer shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, the Customer may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense.

## **5 Indemnity**

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

## **6 Price and Payment**

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

## **7 Termination**

7.1 The Customer may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least **one-week** written notice.

7.2 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if the Supplier:

- a) becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or
- b) is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within **7 days** of written request from the Customer.

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

## **8 Supplier's Warranties**

8.1 The Supplier warrants to the Customer that:

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

## **9 Force majeure**

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

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

## **10 General**

10.1 The Supplier shall not use the Customer's name, branding or logo other than in accordance with the Customer's written instructions or authorisation.

10.2 The Supplier may not assign, transfer, charge, subcontract, 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.