

Federal Republic of Somalia

**MINISTRY OF PUBLIC WORKS RECONSTRUCTION AND
HOUSING**

HOA INFRASTRUCTURE INTEGRATION PROGRAMME

**REQUEST FOR QUOTATIONS
FOR
OFFICE SPACE/RENT**

SO-MPWRH-361556-NC-RFQ

Date of Issue: May, 2023

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HOA INFRASTRUCTURE INTEGRATION PROGRAMME

Date: 6th June 2023

Project: **SHIIP-Project**

Description of Services: **Office Space/Rent**

To: All Suppliers/Agencies

Quotation Ref No: SO-MPWRH-361556-NC-RFQ

Dear Sir/Madam,

Request for Quotations for Office Space/Rent for PCU.


The Federal Government of Somalia has received fund from the World Bank toward the cost of the Somalia - HOA Infrastructure Integration Programme- SHIIP, and it intends to apply part of the proceeds to payments **for Office Space/Rent of the Project Coordination Unit.**

The items required are described in detail in Part 2: Statement of Requirements.

Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.

Any queries should be submitted to the following email address no later than **to be updated at the time of issuing the RFQ**, Atte: Procurement@mpwr.gov.so Cc: Planning@mpwr.gov.so

Please prepare and submit your quotation in accordance with the instruction in Part 1: Quotation Procedures and return this to us no later than **6th June 2023 at 10:00 am (local time)** via email on the above addresses or physically to the address in Part 1. Or inform the undersigned if you will not be submitting a quotation.


Eng. Mohamed Abdulkadir Hussein
Director of Admin & Finance
Ministry of Public Works, Federal Republic of Somalia



PART 1: QUOTATION PROCEDURES

Procurement Reference Number: **SO-MPWRH-361556-NC-RFQ**

Preparation of Quotations: You are requested to quote for these items by completing, signing and returning:

1. the Quotation Submission Sheet in this Part 1;
2. the List of Supplies and Price Schedule in Part 2;
3. the Specification and Compliance Sheet in Part 2;
4. the documents evidencing your eligibility, as listed below;

You are advised to carefully read the complete Request for Quotations document, including the Special Conditions of Contract in Part 3: Contract, before preparing your quotation. The standard forms in this RFQ may be retyped for completion but the Bidder is responsible for their accurate reproduction.

Validity of Quotations: The quotation validity required is **Sixty (60)** days.

Sealing and marking of Quotations: Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number above, the Bidder's name and the name of the Purchaser "*Procuring Entity*". Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.

Submission of Quotations: Quotations should be submitted to the address below, no later than the date and time of the deadline below. Late quotations will be rejected.

Date of deadline: **6th June 2023**

Time of deadline: **10:00 am (local time)**

Via email: To: Procurement@mpwr.gov.so
Cc: Planning@mpwr.gov.so

OR

Physical Address: **Admin & Finance Office,
Ministry of Public Works Reconstruction & Housing,
Via Alta Juba
Mogadishu, Federal Republic of Somalia**

Opening of Quotations: Quotations will be opened internally by the Procuring Entity. Bidders' representatives are not permitted to attend the opening. A record of the opening will be posted on the Procuring Entity's Notice Board within one working day of the opening.

Evaluation of Quotations: The evaluation of quotations will use the Technical Compliance Selection methodology as detailed below:

Part 1: Quotation Procedures

1. Preliminary examination to determine eligibility (as defined below) and administrative compliance to this Request for Quotations on a pass/fail basis;
2. Detailed evaluation to determine commercial and technical responsiveness;
3. Financial comparison to determine the evaluated price of quotations and to determine the best evaluated bid.

Quotations failing any stage will be eliminated and not considered in subsequent stages.

Eligibility Criteria: You are required to meet the following criteria to be eligible to participate in public procurement:

1. have the legal capacity to enter into a contract;
2. not be insolvent, in receivership, bankrupt or being wound up or subject to legal proceedings for any of these circumstances;
3. not have had your business activities suspended or debarred from public procurement by the Office of Government Public Contracts Policy;
4. have the nationality of an eligible country, as defined in the Special Conditions of Contract; and
5. not to have a conflict of interest in relation to this procurement requirement; and

Technical Criteria: The Specification and Compliance Sheet details the minimum specification of the item required. The item offered must meet this specification, but no credit will be given for exceeding the specification.

Currency: All Quotations must be priced in **USD**

Best Evaluated Bid: The best evaluated bid shall be the lowest priced quotation, which is eligible and substantially responsive to the commercial and technical requirements of the Procuring Entity and shall be recommended for award of contract. A Notice of Best Evaluated Bidder will be published on the Procuring Entity's Notice Board for a period of 5 days prior to contract award and shall be copied to all Bidders.

Award of contract: Award of contract shall be by placement of a Purchase Order in accordance with Part 3: Contract.

Fraud and Corruption: The personnel of the Purchaser and the Suppliers should adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract. In pursuance of this principle, they should abstain at all times from corruption or fraudulent practices. Corruption and fraudulent practices are defined as follows:

- i. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

Part 1: Quotation Procedures

- iii. “Collusive practices” means a scheme or arrangement between two or more suppliers with or without the knowledge of the Borrower, designed to establish prices at artificial, non-competitive levels;

The Procuring Entity will reject a proposal for award if it determines that the Supplier recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

Right to Reject: The Procuring Entity reserves the right to accept or reject any quotation or to cancel the bidding process and reject all quotations at any time prior to contract award.

Right to Review: It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, service providers and their agents (whether declared or not), sub-service providers, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts and to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

Part 1: Quotation Procedures

Quotation Submission Sheet

[Complete this form with all the requested details and submit it as the first page of your quotation, with the documents requested above attached. Ensure that your quotation is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this RFQ prevail over any attachments. If your quotation is not authorised, it may be rejected.]

Quotation Addressed to:	Email- Procurement@mpwr.gov.so Cc: Planning@mpwr.gov.so Physical: Admin & Finance Office Ministry of Public Works Reconstruction & Housing, Via Alta Juba Mogadishu, Federal Republic of Somalia
Date of Quotation:	
Procurement Reference Number:	SO-MPWRH-361556-NC-RFQ
Subject of Procurement:	Office Space/Rent

We offer to supply the item listed in the attached List of Supplies and Price Schedule and Specification and Compliance Sheet, in accordance with the terms and conditions stated in your Request for Quotations referenced above.

We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: Quotation Procedures of your Request for Quotations.

We undertake to abide by the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, service providers and their agents (whether declared or not), sub-service providers, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.

The validity period of our quotation is: _____ days/weeks/months from the time and date of the submission deadline.

We confirm that the prices quoted in the List of Supplies and Price Schedule are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

The delivery period offered is: _____ days/weeks/months from date of Purchase Order.

The warranty period offered is _____ weeks/months.

Quotation Authorised By:

Position: _____ Date: _____

 _____ *(DD/MM/YY)*

Address: _____

BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Procurement Regulations for IPF Borrowers, PROCUREMENT IN INVESTMENT PROJECT FINANCING Goods, Works, Non-Consulting and Consulting Services, November 2020“

Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.¹ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;²
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;³
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;⁴

¹ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

² For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

³ For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “*benefit*” and “*obligation*” relate to the procurement process or contract execution; and the “*act or omission*” is intended to influence the procurement process or contract execution.

⁴ For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

Part 1: Bank Policy on Fraud

- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁵
- (v) "obstructive practice" is:
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare miss procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,⁶ including by publicly declaring such

⁵ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

⁶ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension

firm or individual ineligible, either indefinitely or for a stated period of time:

(i) to be awarded a Bank-financed contract; and (ii) to be a nominated⁷;

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

⁷ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

PART 2: STATEMENT OF REQUIREMENTS

1. List of Supplies and Price Schedule

Procurement Reference Number: **SO-MPWRH-361556-NC-RFQ**

Purchase Order Serial Number: _____

[Purchase Order Serial Number to be completed in the event of award of contract only]

[Complete the currency of your quotation. Complete the unit and total prices for the item below. Authorise the prices quoted in the signature block below.]

Quotation

Currency of Quotation: USD

Item No	Description of Item	Specification	Quantity	Unit Price/month USD	Total Price/year USD	Availability Period
1	Office Space/Rent	Office Building- G+2 building with good condition (electricity and water supply should be functioning) the building should contain 8 rooms size 4x4m with WC/toilet for each room, and 1 meeting room size not less than 5m width x 8m length, also must have parking area capacity minimum 4 vehicles Location/Area- Near Mogadishu International Airport and must be safe area for security	1			
TOTAL PER YEAR						

Part 2: Statement of Requirements

The Delivery and Completion Schedule shall be as specified in the Special Conditions of Contract.

List of Supplies and Price Schedule Authorised By:

Signature: _____ Name: _____

Position: _____ Date: _____

Authorised for and on behalf of: *(DD/MM/YY)*

Company _____
: _____

2. Specification and Compliance Sheet

Procurement Reference Number: **SO-MPWRH-361556-NC-RFQ**

Purchase Order Serial Number: _____

[Purchase Order Serial Number to be completed in the event of award of contract only]

Complete column c with the specification of the supplies offered. Also, state “comply” or “not comply” and give details of any non-compliance to the specification required. Attach detailed technical literature if required. Authorise the specification offered in the signature block below.

Item No	Description of Item	Specification	Quantity	Unit Price/month USD	Total Price/year USD	Availability Period
1	Office Space/Rent	Office Building- G+2 building with good condition (electricity and water supply should be functioning) the building should contain 8 rooms size 4x4m with WC/toilet for each room, and 1 meeting room size not less than 5m width x 8m length, also must have parking area capacity minimum 4 vehicles Location/Area- Near Mogadishu International Airport and must be safe area for security	1			
TOTAL PER YEAR						

5 – Contract Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

[Name of the Purchaser]

SECTION IV – Terms and Conditions of Contract

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

temperatures, salt and precipitation during transit and open storage.

- 5.3 Packing case, size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 5.4 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.

6. Delivery of Goods

- 6.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its schedule of requirements.
- 6.2 For purposes of the contract "FOB", "C&F", "CIF", "CIP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of the International Rules for the Interpretation of the Trade Terms (INCOTERMS- 2010) published by the International Chamber of Commerce (ICC), Paris.

7. Insurance

- 7.1 The goods supplied under the contract shall be fully insured in the currency of the bid price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 7.2 Where delivery of the goods is required by the Purchaser on a CIF or CIP basis to a specified destination, the Supplier shall arrange and pay for insurance, naming the Purchaser as the Beneficiary and the Supplier shall be required to meet all transport and storage expenses until delivery.

8. Warranty

- 8.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.
- 8.2 The warranty shall remain valid for one year after the Service have been delivered to the final destination as indicated in the contract, and accepted by the Purchaser after installation and commissioning of equipment by the Supplier.
- 8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

Part 3: Contract

- 8.4 Upon receipt of such notice, the Supplier shall, within 30 days replace the defective goods without cost to the Purchaser. The Supplier will be required to remove, at its own risk and cost, the defective goods.
- 9. Payment**
- 9.1 Payment shall be made in the currency in which the contract price has been stated in the Supplier's tender.
- 9.2 Payment of the Service supplied from within Somalia shall be made in United States Dollars after the delivery and installation and commissioning of goods to the satisfaction of the Purchaser.
- 10. Prices**
- 10.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.
- 11. Liquidated Damages**
- 11.1 If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.1 percent of the contract price of delayed goods for each day of delay until actual delivery, up to a maximum deduction of 5 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.
- 12. Resolution of Disputes**
- 12.1 The Purchaser and Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 12.2 If, after thirty (30) days from the commencement of such informal negotiation, the Purchaser and Supplier have been unable to resolve amicably a contract dispute, it shall be referred by either party to an adjudicator agreed by the parties. In the event of disagreement, the adjudicator shall be appointed in accordance with the Laws and Rules of Liberia.
- 13. Governing Language**
- 13.1 The Governing Language shall be English
- 14. Applicable Law**
- 14.1 The applicable law shall be the Laws of the Republic of Liberia.
- 15. Notices**
- 15.1 Service address for notice purposes:
Acting Project Coordinator
Ministry of Public Works,
Via Alta Juba
Mogadishu, Somalia.
- 15.2 Supplier's address for notice purposes:

- | | | |
|--|------|---|
| 16. Taxes and Duties | 16.1 | The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the Government of Liberia. |
| 17. Operation, Maintenance and Spare-parts Manuals | 17.1 | If supply of equipment is involved, the successful Supplier shall supply 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment). |
| 18. Replacement of Rejected or Defective Goods or Works | | Where goods or works are rejected or defective, THE PURCHASER shall write a request for remedies given to a failing supplier for the replacement of the rejected or defective goods or works. In the event that 10 days after receipt of the request for remedies, a supplier is failing to reply or to propose the replacement of any rejected or defective goods or works under the PO, The Purchaser shall have the rights to purchase such goods or works elsewhere and charge any extra costs and incurred expenses to the supplier by deduction from any outstanding payment. |