



# **RFQ for Construction of 135l.m Midnimo School Fencing Wall In Kismayo, Somalia.**

## **2019**

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## **Part One: Bidding Procedures**

## 1.0 Instruction to Bidders

### 1.1 Introduction:

Qatar Charity (QC) is a leading Gulf-origin nongovernmental organization dedicated to carrying out humanitarian and development programs to fight global poverty by working in partnership with vulnerable communities regardless of faith, race, gender or political beliefs. Qatar Charity enables people to survive, recover and rebuild their lives while also empowering them to become self-sufficient through practical knowledge, focused expertise and innovative solutions. QC has been working in Somalia since 2007. It's mainly working in the following thematic areas: Education, Health, Shelter, Livelihood, Emergence, social care, WASH and construction of public facilities and CPI.

The operation of QC in Somalia is in place and continues to implement the strategic programs that focus on emergence as well as developmental supports.

Therefore, Qatar Charity – Somali Office hereby invites you to submit your quotations for the above referenced subject.

### 1.2 Scope of the Bid:

Qatar Charity Somali Office invites bids for the construction of 135l.m Midnimo School Fencing wall in Kismaayo City in Jubbaland State of Somalia as per detailed BOQ and plans.

The successful Bidder will be expected to complete the Works with in the Intended Completion Date [90 calendar days] after recommended bidder receives the Notice of Award (NOA).

### 1.3 One Bid per Bidder:

Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor) will cause all the proposals with the Bidder's participation to be disqualified.

### 1.4 Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of his Bid and Qatar Charity Somali Office will in no case be responsible or liable for those costs.

### 1.5 Site Visit:

Every Contractor should visit the site at least once before submitting his/her Bid. It will be the Bidder's own responsibility and risk. It is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

### 1.6 Bidding Process

If you are interested in submitting quotation in response to this Invitation, please prepare your quotation in accordance with the requirements and procedure and submit it by the deadline for submission of Bid. Please acknowledge receipt of this RFQ and other accompanying documents by sending an email to [qcsomso@gmail.com](mailto:qcsomso@gmail.com) by writing the subject line on: RFQ 0442 – Construction of Fencing Wall in Midnimo School - Kismayo.

### 1.7 Deadline for Submission

Deadline for the Submission of quotations is November 22, 2019 at 12:00 am, Somalia time. Quotations must be received by Qatar Charity Somalia Office in the manner and no later than the date and time specified in the Bid Deadline Submission. Qatar Charity Somalia Office shall only recognize the actual date and time that the Quotation was received.

Qatar Charity Somalia Office shall not consider any Quotation that is received after the submission deadline.

## 2.0 Bid Documents:

### 2.1 Contents of Bid Documents:

2.1.1 The set of bidding documents shall comprise the documents listed below:

- A. Instructions to Bidders
- B. Registration certificate (Licenses)
- C. Bill of Quantities
- D. Quotation Letter
- E. Work plan
- F. Technical Specifications

2.1.2 Complete copies of the bidding documents are supplied to the prospective Bidder for free. The number of copies to be completed and returned to the organization should be the original one only. BOQ's are formatted for auto multiplications and the bidder should fill the rate column of the BOQ and Total amount of each BOQ should be carried. All submitted documents shall be stamped and signed.

### 2.2 Clarification of Bidding Documents:

A prospective Bidder requiring any clarification of the bidding documents may notify Qatar Charity Somali office in writing by email at [qcsomso@gmail.com](mailto:qcsomso@gmail.com). Qatar Charity Somali office will respond to any request for clarification received earlier than **[3 days]** prior to the deadline for submission of bids. Copies of Qatar charity Somali office's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry,

but without identifying its source no later than **[3 days]** before submission of bids.

**2.3 Bid Prices:**

**2.3.1** The Contract shall be for the whole Works, based on the priced Bill of Quantities submitted by the Bidder.

**2.3.2** The rates and prices quoted by the Bidder shall not be subjected to adjustment during the performance of the Contract unless provided for in the Conditions of Contract.

**2.4 Currency of Bid and Payments:**

The unit rates and prices shall be quoted by the Bidder entirely in the **[US Dollars]** currency.

**2.5 Bid Validity:**

**2.5.1** Bids shall remain valid for **90 days** *[after the deadline for bid submission]*

**2.5.2** In exceptional circumstances, Qatar Charity Somali Office may request that the bidders extend the period of validity for a specified additional period but in no case more than **[60 days]**. The request and the bidders' responses shall be made in writing. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid.

## **3.0 Eligibility:**

**3.1 Eligible Bidders:**

**3.1.1** This request for Bids is open to contractors who are registered under the Contractor's Registration Board of Somalia federal government as well as state level as class **A and B** contractors in building construction category.

**3.1.2** Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Qatar Charity.

## **4.0 Evaluation and Qualification:**

**4.1** Firstly, bids shall be evaluated for technical compliance based on:

- ❖ technical expertise and experience;
- ❖ Safety, quality and insurance; and
- ❖ Capacity, resources and key personnel
- ❖ Location of the Contractor.

**4.2** Secondly, bids that are found to be technically compliant shall be evaluated based on price and value for money, analyzing all relevant costs, risks and

benefits of each bid throughout the whole life cycle of the works and in the context of the project as a whole.

- 4.3** Qatar Charity Somali Office reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for Qatar Charity will not be taken into account in Bid evaluation.

## **5.0 Award of Contract**

### **5.1 Award Criteria:**

Qatar Charity Somali Office will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be eligible and qualified.

### **5.2 Qatar Charity Somali Office has the right to accept any bid and to reject any or all Bids**

Qatar Charity Somali Office reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Qatar charity Somali office's action.

### **5.3 Notification of Award and Signing of Agreement**

**5.3.1** The Bidder whose Bid has been accepted will be notified of the award by Qatar Charity Somali Office Prior to expiration of the Bid validity period. This letter (hereinafter called the "Letter of Acceptance") will state the sum that Qatar Charity Somali Office will pay the Contractor in consideration of the execution, completion, and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

**5.3.2** Upon the accepting of the successful Bidder with the note of award, Qatar Charity Somali Office will inform unpeacefully bidders notifying them the outcome of the process.

## **Part Two:**

# **General Conditions of the Contract**



## 1.0 General Conditions of a Contract

The works to be undertaken under this Contract shall be subject to the provisions of this Section on General Conditions and pertinent Sections of the Technical Specifications.

### Location and Description of the Project

The proposed fencing wall shall be constructed on a parcel of lot located in Kismayo City, Jubbaland State of Somalia which is Construction of 135l.m Midnimo School fencing wall. Attached are the detailed BOQ and the drawings.

### SCOPE OF WORK

The work to be undertaken by the Contractor under this Contract shall include the following:

- 1.** Site Preparation:
  - a.** Preparing the accessibility of site as per Layout- plane.
  - b.** Setting out the position of the Latrines with an establishing Reference.
  - c.** Points and Bench Marks of the project as per request of Consultant Engineer.
  - d.** Furnishing of all labor, material , equipment's, tools and other incidentals necessary to complete in all respect the various items of work involved, in accordance with the condition of the Contract plans, Technical Specifications and other approved contract documents.

### GC-1 Contract Documents

Contract Documents include the following:

- A. Contract Agreement;
- B. Condition of Contract;
- C. Drawing Plans;
- D. Specifications;
- E. Proposal Documents:
  - Bill of quantities.

## **GC-2 Interpretation**

The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all.

In case of discrepancy, defective description, error, omission or ambiguity between or in any of the contract documents, the following shall be the rule of interpretation, re:

1. The Drawings shall govern over the General Conditions.
2. The Special Conditions shall govern over the General Condition and the Drawings.
3. The Specifications shall govern over the Special Conditions, the General Conditions and the Drawings.
4. The Detailed Drawings shall govern over the General Drawings.
5. Figures written on drawings shall govern over the scaled drawings themselves.
6. Bill of Quantities shall govern over Actual quantities.

If the Contractor, either before commencing the works or during the execution thereof, discovers discrepancies, errors or omissions between or in any Contract documents or in case of any question concerning the meaning of the Contract, he/she shall notify the organization (Qatar Charity) in written and the organization (Qatar Charity) shall investigate the matter within five (5) days from receipt of such notice and give appropriate orders or instruction to the Contractor.

The Contractor shall not perform any affected portion of the works after discovery of the discrepancy, error or omission until receipt of the order or instruction from the organization (Qatar Charity) and he shall be entitled to corresponding time extension for the delay.

In cases of omission from the Contract Documents or miss-description of details and or quantities of work which are manifestly necessary to carry out the intent of the Contract, the contractor shall perform such omitted, miss-described or miss-quantified item of works as if fully and correctly set forth in the Contract Documents and shall be entitled to a corresponding price adjustment and time extension for the additional quantities and delay, respectively. The Contractor shall likewise notify the organization (Qatar Charity) in writing immediately after execution of the affected work.

## **GC-3 Jurisdiction**

Any question between the parties that may arises out of or in connection with the Contract or breach thereof shall be dealt in the Somali courts

#### **GC-4 Taxes, Duties and Other Fees**

The Contractor shall secure all necessary permits and licenses in connection with the contract and front-end all cost, duties, fees and other charges and Qatar Charity is not responsible for any matters concerning all above mentioned fees.

Also the Contractor shall likewise pay whatever expenses arising from the following:

1. Import Duties
2. Other taxes, duties, fees and other charges imposed by the Government or any of its political subdivision.

#### **GC-5 Implementation of Work**

- A.** The execution of Works under the Contract shall commence fifteen (2Weeks) days upon signing the contract or duly signed delivery order/ Notice to proceed letter sent to the contractor.
- B.** The Contract Agreement shall then continue to effect until Completion of the Works which as stipulated in the work plan.
- C.** The progress of the works shall be at a rate sufficient to complete the Contract in an acceptable manner within the period of the time specified.

#### **GC-6 Subcontracting or Subletting**

The Contractor may submit certain portion of the Works embraced in the Contract but in no case shall the total value of such portion exceed fifty percent (50%) of the value of all Works embrace in the Contract, except that items of work specially designated in the special provisions as "Special Items" such as the pile foundation will be excluded from said fifty (50%) percent requirements.

Such subletting shall not relieve the Contractor of his full responsibility for the fulfillment of such sublet portions of the Contract in accordance with the plans, terms and specification therein.

#### **GC-7 Contractors Responsibility for Works**

Until the final acceptance of the Works by the organization (Qatar Charity), the Contractor shall have charge and care of the Works and shall take every precaution against damage or injury to any part of thereof by the action of the element or from any other cause, whether arising from the execution or from the non-execution of work.

The Contractor shall rebuild, repair, restore and make good all damages or injuries to any portion or the Works occasioned by any or the above causes before final acceptance and shall bear the expenses thereof, except damages to the Works due to Force Majeure and without fault or negligence of the Contractor, including but not restricted by the organization (Qatar Charity) to have been unavoidable or due to ordinary wear and tear.

### **GC-8 Safety, Protection and Security**

Except for “special risk”, the Contractor is solely responsible for the safety, protection, and security of his personnel, third parties, the public at large, the Works, equipment, installations, and the like.

Accordingly, the Contractor shall comply faithfully with any and with all pertinent laws, decrees, regulations, and ordinances and shall take all necessary safeguards to the end of preventing the occurrence of accidents, loss, or damage of any kind during the execution of the Works.

### **GC-9 Public Convenience and Access**

All operation necessary for the execution of the Works and for the construction of any Temporary Works shall in so far as compliance with the requirements of the Contract permits, be carried on in order not to interfere unnecessarily or improperly with public convenience or the access to use and occupation of public or private road, footpaths or of properties whether in the possession of the organization (Qatar Charity) or of any other Person.

### **GC-10 Contractor’s Employees**

The Contractor shall give efficient superintendence to the Works and shall employ a competent full time Superintendent and assistant during the execution of the Contract Works.

### **GC-11 Quality Requirements**

Unless otherwise specified, all materials to be used in the Works shall be furnished by the Contractor in conformity with standard quality requirements.

## **GC-12 Measurement of Works**

### **A. General Requirements.**

The organization (Qatar Charity) shall provide the Contractor or will establish a reference base line, bench marks and principal control points for the commencement of the Contract Works. All other survey and layout of the Works shall be performed by the Contractor, including cross sections where required of the original surfaces at the Site.

The Contractor shall be responsible for the conformity of the finished Works with established lines, grades and elevations.

### **B. Quantity Survey & Measurements**

The Contractor with the organization (Qatar Charity) representative shall make such survey/measurement and determine or validate final quantities of completed works for the purpose of progress payments.

All such quantification duly conformed and approved by the organization (Qatar Charity) representative shall be the bases for adjustment/correction of the final quantities as well as payment of the monthly progress accomplishment.

The Owner will, when it receives any part or parts of the Works to be measured, give notice to the Contractor's Engineer who shall forthwith attend in making such measurements and shall furnished all particulars required by the Owner.

Should the Contractor neglect or omit to make measurement, then the original measurements made or approved by the organization (Qatar Charity) shall be taken as correct measurement of the Works.

## **GC-13 Inspection**

The organization (Qatar Charity) and its/his authorized representative shall be allowed access to all parts of the Works at all times and shall be furnished with such information and assistance by the Contractor as may be required in order to make a complete and detailed inspection. Such inspection may include mill, plant or shop inspection.

No work shall be covered up or put out of view without the approval of the supervising Architect /Engineer/Consultant. The Contractor shall provide full assistance for the organization (Qatar Charity) to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is place thereon.

The Contractor shall give notice to the organization (Qatar Charity) wherever any such work is ready for examination. The organization (Qatar Charity) shall, without reasonable

delay will advise the Contractor in writing of his verification of the work, unless it is unnecessary, the work could go on as scheduled.

#### **GC-14      Correcting Defective Works**

Any defective work, whether it be the result of poor workmanship, use of defective materials, damage through carelessness or any other causes, which was found to exist prior to the final acceptance or final payment for the works, shall be removed immediately and replaced to conform with the Plan and Specifications, or shall be remedied otherwise in manner acceptable to the supervising Architect/Engineer/Consultant.

All removal and replacement of unsatisfactory materials and correction of Works of any description shall be done according to the Plan and Specifications at the expense of the Contractor.

#### **GC-15      Suspension of Work**

The organization (Qatar Charity) shall have the right to suspend the Works wholly or partly by written order for such period as may be deemed necessary due to unfavorable weather conditions considered to be unsuitable for the prosecution of the Works. Or, failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public or to carry out invalid orders, or due to the adjustment of the Plan to suit field conditions as found necessary during construction.

The Contractor shall immediately comply with such order to suspend the work wholly or partly as directed.

#### **GC-16      Unavoidable Delay**

Should the Contractor be delayed in the completion of the Works by the act, neglect or default of the organization (Qatar Charity) or of any other contractor engaged by the organization (Qatar Charity) in the same or adjoining project, or by any damage caused by fire or other calamity for which the Contractor is not responsible, or by the combined action of workmen in no way not caused by or resulting from neglect, default or collusion on the part of the Contractor, then, the time herein set for completion and the time lost by reason of any or all of the causes aforesaid, shall be extended or added to the contract time and shall be approved by the organization (Qatar Charity).

However, no such extension shall be made unless a claim therefore is presented in writing to the organization (Qatar Charity) within 30 calendar days after occurrence of such delay. No claim for damages resulting from delay caused by act, neglect or default of the Owner will be entertained, except for corresponding extension of Contract Time.

## **GC-17      Organization (Qatar Charity) Right to Terminate Contract**

The organization (Qatar Charity) at any time can terminate the Contract if, the Contractor does not show satisfactory progress in the Works, and has already incurred a negative slippage of 15% or more regardless of whether or not previous warning and notices for him to improve his performance has been issued.

## **GC-18 Take Over By the Organization (Qatar Charity) Of Contract Work**

The organization (Qatar Charity) may take over the work under the contract if:

- A.** The Contractor fails to make satisfactory work progress or to comply with orders of the organization (Qatar Charity);
- B.** Should Contractor neglect or refuse to remove materials or to perform a new work that has been rejected being defective and unsuitable;
- C.** Or if the Contractor shall become insolvent;
- D.** Or be declared bankrupt;
- E.** Or is willfully violating any of the conditions, covenants and stipulations of the Contract.

The organization (Qatar Charity) shall have the right without necessity for judicial process or action, to rescind the Contract and suspend further payments to the Contractor or to take over the Works and completed it, either by administration or by contract with other qualified Contractors, in accordance with existing rules and regulations.

The Contractor upon receipt of notice to this effect shall vacate the Project Site and deliver the Works, or part thereof specified in said notice peacefully to the supervising Architect or Engineer/Consultant.

Neither the taking over by the organization (Qatar Charity) of the Contract Works for completion by administration, nor the re-letting of the same to another contractor as provided herein above be construed as a waiver of forfeiture of the organization (Qatar Charity) right to recover damages against the original Contractor and or Sureties for the failure to complete the Works as stipulated in the Contract.

## **GC-19      Payment for Terminated Contract**

If the Contract is terminated, the Contractor shall be paid for all items of work executed and accomplished by him up to the date of termination at the rates and prices provided in the Contract, and in addition:

- a. The cost of partially accomplished items of work agreed upon by the organization (Qatar Charity) and the Contractor.
- b. The cost of materials or goods reasonably ordered for the Permanent or Temporary Works which have been delivered to the site.

For any payment due to the Contractor under the above conditions, the organization (Qatar Charity) is entitled to be credited with any outstanding balances due the Contractor for advances in respect to plant and materials and any sum previously paid by the Owner to the Contractor in respect to the execution of the Works.

## **GC-20      Final Inspection**

When all the materials and equipment of the Contract Works have been furnished and installed, and the Works have been executed in accordance with the Plans & Specifications as provided for and contemplated by the Contract, the organization (Qatar Charity) shall make the inspection under the following procedures:

1. Upon notice from the Contractor of his completion of the entire Contract Works, the supervising Architect/Engineer/Consultant shall make preliminary inspection.
2. If, at such inspection, it was found out that the Contract Works have been found complete in accordance with the Plans & Specifications to the satisfaction of the supervising Architect/Engineer/Consultant, final acceptance of the work shall be recommended.
3. The Contractor shall be notified of final acceptance by the organization (Qatar Charity) in writing within ten (10) calendar days from the date of acceptance or as soon thereafter as practicable.
4. If however, at the preliminary inspection, any work in whole or in part is found to be unsatisfactory, the Consultant/Engineer shall give the Contractor the necessary instruction as to the correction thereof before the final inspection.
5. The Contractor shall immediately comply with and execute such instruction.
6. Upon satisfactory correction/replacement of such work, another inspection will be made which shall constitute the final inspection to verify the said correction



order has been complied with and the work completed. If so, then, the Consultant/Engineer shall recommend final acceptance of the Contract Work.

#### **GC-21      Clearance of the Site**

Upon completion of the Works, the Contractor shall immediately clear the site and remove all construction plant supplies materials, rubbish and temporary works of every kind and leave the whole Site and Works clean in workmanlike condition to the satisfaction of the organization (Qatar Charity).