



FEDERAL REPUBLIC OF SOMALIA



**MOGADISHU PORT
DEVELOPMENT, REHABILITATION, MANAGEMENT, OPERATION
AND MAINTENANCE CONCESSION AGREEMENT**

**CIVIL WORKS PACKAGE-7 (C-7):
MARINE FACILITIES (AIDS to NAVIGATION)
TENDER DOCUMENTS**

- SECTION 1: TENDER NOTICE
- SECTION 2: INSTRUCTION TO TENDERERS
- SECTION 3: SCOPE OF WORKS
- SECTION 4: SPECIFICATIONS
- SECTION 5: ADMIRALTY CHART
- SECTION 6: BILL OF QUANTITIES
- SECTION 7: SCHEDULE
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- SECTION 9: LETTER OF TENDER

AUTHORITY'S
REPRESENTATIVE:



MOGADISHU PORT
AUTHORITY

QUALIFIED ENGINEER:



HPC HAMBURG PORT CONSULTING GMBH
and
SELLHORN INGENIEURGESELLSCHAFT MBH
J.V.

CONCESSIONAIRE:



MOGADISHU ALPORT CORP.
ALBAYRAK SOMALIA

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JUNE 2022

SECTION 1
TENDER NOTICE

TENDER NOTICE

Under the Concession Agreement signed on date 07.10.2020 between **The Government of the Federal Republic of Somalia** represented by **the Ministry of Ports and Marine Transport** and **Mogadishu Alport Corp. Albayrak-Somalia**, the content of this Tender is **Supply, Delivery, Installation and Commissioning of MARINE FACILITIES (AIDS to NAVIGATION)** for Mogadishu Port.

The tenderers shall submit the proposals in conjunction with all tender documents provided within this tender not later than 20 September 2022 to both e-mail addresses **procurement@mpa.so** and **onur.ada@albayrak.com.tr** at once in the format of duly signed and scanned hard copies of their proposals.

Eligible tenderers will be contacted upon completion of the bid evaluations.

Tenderers are requested to provide the quotation for the optional items separately.

DEFINITIONS

The Authority: Mogadishu Port Authority as a representative of the Ministry of Ports and Marine Transport

The Employer: Mogadishu Port Authority as a representative of the Ministry of Ports and Marine Transport and Mogadishu Alport Corp. Albayrak Somalia

The Engineer: HPC Hamburg Port Consulting GmbH and Sell horn Ingenieurgesellschaft mbH J.V.

LOCATION

City: Mogadishu

Country: SOMALIA

CONTENT OF THE TENDER DOCUMENTS

- Section 1: TENDER NOTICE
- Section 2: INSTRUCTION TO TENDERERS
- Section 3: SCOPE OF WORK
- Section 4: SPECIFICATIONS
- Section 5: ADMIRALTY CHART
- Section 6: BILL OF QUANTITIES
- Section 7: SCHEDULE
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SECTION 2
INSTRUCTION TO TENDERERS

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1. ELIGIBILITY AND QUALIFICATION REQUIREMENTS

- 1.1. Each Tenderer is eligible to submit only one (1) proposal.
- 1.2. The Employer shall evaluate Tenders only from the qualified companies. During Tender evaluation process, the Employer shall request documentation from Tenderers in order to assess the company's qualification. As a result of the qualification process, any submittal received from unqualified Tenderers shall be considered as invalid.
- 1.3. By submitting a Tender, Tenderer is deemed to have comply with Tender procedures applicable by the Employer.
- 1.4. Tenderer shall not deviate any requirement stated within the Tender Documents without prior approval of the Employer. Failure to provide requested information and documentation may result with the failure of the Tenderer.
- 1.5. In case of any Joint Venture, Consortia or any other association is considered, the Tenderer shall obtain approval from the Employer.
- 1.6. Tender Documents shall be completed by the Tenderer and provide all the requested information.
- 1.7. By submitting a Tender, the Tenderer is deemed to have considered all necessary allowances in its Tender Price in compliance with all laws, rules, regulations and procedures applicable in Federal Republic of Somalia.
- 1.8. The Tenderer is expected to study all Tender Documents and shall be deemed to be informed with respect to all conditions that may affect the cost and execution of the Works.
- 1.9. In case the Tender is awarded, there should be no legal obstacles and practices (execution, vesting, bankruptcy, etc.) caused by the Tenderer to perform the works within the scope of the Tender.
- 1.10. The Tenderer shall have no outstanding tax debt in Somalia. Tenderer shall provide Tax Clearance Certificate and Tax Registration Certificate issued by the Government of Somalia (if applicable).

2. OWNERSHIP OF THE DOCUMENTS

- 2.1. Tender Documents received by the Tenderers shall be considered to be sole property of the Employer.
- 2.2. All documents, information, model, data etc. submitted by the Tenderers shall become the property of the Employer.

3. CONTENT OF THE TENDER DOCUMENTS

3.1. Tender Documents issued includes the followings:

- SECTION 1: TENDER NOTICE
- SECTION 2: INSTRUCTION TO TENDERERS
- SECTION 3: SCOPE OF WORK
- SECTION 4: SPECIFICATIONS
- SECTION 5: ADMIRALTY CHART
- SECTION 6: BILL OF QUANTITIES
- SECTION 7: SCHEDULE
- SECTION 8: AGREEMENT
- SECTION 9: LETTER OF TENDER

4. PREPARATION OF TENDERS

- 4.1. Tenderers may result in rejection in case of failure to submit properly completed Tenders.
- 4.2. Tenderers' company stamp shall be affixed on each submitted page.
- 4.3. Tender documents shall be signed on behalf of the Tenderers' company by an authorized person.
- 4.4. Each page of the Tender Documents shall be initialled by an authorized person.
- 4.5. Authorized person on behalf of the Tenderer's company shall provide Power of Attorney duly notarized.

5. SUBMISSION OF TENDER

- 5.1. Tender Documents shall be submitted as electronic copy containing the scan of submitted original hard copy.
- 5.2. Tender Documents shall be submitted in 2 (two) copies of original hard format to Mogadishu Port Administration in Mogadishu-Somalia.

6. CONFIDENTIALITY OF TENDER DOCUMENTS

- 6.1. All Tender Documents, information, correspondence, electronic mail, any matters or details shared etc. shall be treated as confidential by the Tenderers and not to be shared with third parties.
- 6.2. The Supplier is to ensure that all information, directly or indirectly, acquired from the Employer in connection with or related to this Tender, shall be kept confidential and that shall not, under any circumstances, disclose such information to any third party without prior written approval of the Employer.
- 6.3. No information, plan or document whatsoever can be made public without written permission from the Employer.

7. COST OF TENDERING

- 7.1. All costs related to the preparation and submission of the tender shall be borne by the Tenderer and in any case the Employer shall not be liable or responsible for such cost.

8. TENDERER'S REPORT

- 8.1. Tenderer's shall provide a comprehensive report along with their proposal including personnel, manpower, equipment, previous experiences, detailed information etc. about their firms as introductory file.

9. TENDER EVALUATION CRITERIA

Proposals will be evaluated in accordance with below criteria.

No.	Description
1	Number of completed projects: <ul style="list-style-type: none">- number of projects overall- projects in Africa- similar projects- size of projects
2	Mobilization cost
3	Unit Price
4	Payment Installment Flexibility
5	Period of Warranty
SUPPLY & DELIVERY	
6	Source of material, machinery/equipment supply
7	Time for Material Supply
INSTALLATION	
8	Mobilization Time & Time for Installation
9	Commissioning Time
10	Execution: <ul style="list-style-type: none">- method statement- organization and management- tests on materials and tests on completion- QA and HSE procedures

SECTION 3
SCOPE of WORKS

SCOPE of WORKS

Scope of Work comprises the **Supply, Delivery, Installation and Commissioning of MARINE FACILITIES (AIDS to NAVIGATION)** for Mogadishu Port as stated herein Scope of Works and in connection with other sections of this tender documentation including Tender Notice, Instruction to Tenderers, Specifications, Admiralty Chart, Bill of Quantities, Schedule, Agreement and Letter of Tender or any other Documents included within this Tender.

The term “**MARINE FACILITIES (AIDS to NAVIGATION)**” should be understood to be device, system or service, external to vessels, designed and operated to enhance safe and efficient navigation of individual vessels and/or vessel traffic.

1. SCOPE OF WORKS COVER;

- 1.1. Supply and delivery of offshore and onshore AtoN,
- 1.2. Installation of offshore and onshore AtoN,
- 1.3. Commissioning and Handover to the Port Operator,
- 1.4. AIS CLASS B Integration (*AIS Class B device will be mounted on 5 floating buoys. The Contractor is to provide details/specifications along with the offer*)

2. SUPPLY of PERMANENT MATERIALS;

Permanent major material supplied within the scope of this Contract shall be subject to Employer's approval. Contractor shall submit all relevant information and certificates related to materials prior to procurement.

Materials shall comply with local standards and the latest edition of IALA S1020 standards.

The manufacturer shall be ISO 9001:2008 certified.

The manufacturer shall be a current IALA Industrial Member.

Materials shall fulfil the following requirements:

1. The light source of the materials should be based on Light Emitting Diodes (LED).
2. The color of the lights should be in accordance with the IALA color scheme (R0201 - E200 -1, Marine Signal Lights - Colors).
3. The unit should be programmable to flash with any IALA defined flash character for light beacons.
4. The nominal range of the light should be 2-15 nautical miles (depending on the type of AtoN to be installed) (transmissivity $T=0.74$).

SECTION-3: SCOPE of WORKS

5. All plastic/polycarbonate materials must be UV stabilized.
6. The materials should be designed for an availability of at least 99.8% when supplied from a stable power source.
7. The materials must be able to run on a 220-240 VAC power source.
8. The materials must be designed to operate in temperatures up to at least 60 degrees Celsius.
9. The materials should be designed to operate correctly in a relative humidity of at least 90%.
10. The system should have an autonomy of at least five days in the absence of a power source.
11. The delivery should include an operations and maintenance manual for the system.
12. The delivery must include written instructions on how to program the materials (flash character etc.).
13. Supply of essential spare parts to be available to support the equipment for at least three years.

Supply companies which will be competent should include:

13.1. MARTEK ENDUSTRI MALZEMELERI SAN. VE TIC LTD. ŞTİ

Ataturk Mah. 78 sokak No:10 Buyukalan Mevkii 35170 Ulucak / Kemalpaşa / İzmir / TURKEY

13.2. Sigma Swell

Schroedervd Kolkstraat 4, 2035 sx Haarlem, phone: +31 686278544
Engineer@Sigma Swell B.V

13.3. NOVEGA PRODUKTIONSSYSTEME GMBH

Gewerbepark 2, 87477 Sulzberg, info@novega.de

13.4. Orga BV

Strickledeweg 13
3125AT Schiedam, The Netherlands, info@orga.nl, +31 (0)10 208 55 55

Materials shall satisfy strength and durability requirements dictated by local conditions governing in Mogadishu Port area throughout their lifetime.

Material selection shall be done in accordance with the recommendations from IALA guideline "Maintenance of AtoN structures (2019), section 5.4 on composite materials.

SECTION-3: SCOPE of WORKS

Material take-off list to be submitted to Client shall cover or in compliance of the IALA Maritime Buoyage System as listed the below major items:

- 2.1. Marine Buoys (Floating AtoN)
- 2.2. Marine Lanterns (Fixed AtoN)
- 2.3. Marine Moorings

Contractor shall also prepare a spare parts list that Contractor deems to be necessary for regular maintenance of the Works. This list shall be submitted to Employer for approval. Spare parts shall be priced separately. Approved spare parts shall be procured by the Employer as part of this Contract.

3. EXECUTION

Contractor shall prepare a comprehensive method statement describing the materials, equipment, key personnel that will be combined and mobilized to job site for the execution of the works.

The method statement shall provide information including but not limited to those listed below for all major work types:

- 3.1. Sequence of works, both text and drawings
- 3.2. Capacities of both land and marine equipment involved with respect to job requirements
- 3.3. A separate section related to safe execution of diving operations. Installation without diving is not recommended but the Contractor to take into account the depths and shark conditions. Diving operations are not prohibited but caution is advised.
- 3.4. Surveying method

Method statement shall contain a section where probable job safety hazards are evaluated and mitigation measures that will be applied during execution are described.

This method statement shall be submitted to Employer prior to commencement of the Works for approval.

The MetOcean data / specifications shall be verified and confirmed by the Tenderer. In case that differing data is found, the Tenderer shall notify the Employer of the differing data.

Employer prefers that the original methodology does not necessitate diving operations as part of the main execution plan due to extreme depths involved and risk of sharks at the area. However, should the Contractor think that diving operations has to be part of the installation methodology, Contractor is obliged to demonstrate via the method statement that these operations will be safely executed throughout the works.

SECTION-3: SCOPE of WORKS

Employer urges the Contractor to incorporate usage of a ROV, where it can conveniently replace diving operations.

Contractor shall ensure that all mooring connections are installed in a way that will prevent unwarranted release during service time.

Installation tolerance is ± 5.0 meters on plan.

4. AIDS TO NAVIGATION LIST

NO	DESCRIPTION	UNIT	QUANTITY
1	Floating AtoN (corrosion resistant metal or painted with antifouling paint)	Pcs.	5
2	Floating AtoN (corrosion resistant metal or painted with antifouling paint) - optional	Pcs.	3
3	Fixed AtoN (Occulting Red) on the edge of the breakwater (with glass reinforced plastic or galvanized pedestal)	Pcs.	1
4	Fixed AtoN (Flashing Green) on the edge of the old port breakwater (with glass reinforced plastic or galvanized pedestal)	Pcs.	1
5	Fixed AtoN (Flashing Red) in the hospital area (with glass reinforced plastic or galvanized pedestal)	Pcs.	2
6	Fixed AtoN (Flashing Red) in the port control area (with glass-reinforced plastic or galvanized pedestal)	Pcs.	1
7	Fixed AtoN (Quick Flashing) in the port control area (with glass-reinforced plastic or galvanized pedestal)	Pcs.	1
8	Fixed AtoN (Quick Flashing) in the prison area (with glass-reinforced plastic or galvanized pedestal)	Pcs.	2

The list above is more detailed in *Section 6: Bill of Quantities*.

SECTION 4
SPECIFICATIONS

SPECIFICATIONS

These specifications shall be read in conjunction with other sections included within the Tender Documents.

Tenderer, together with the Commercial Offer, shall submit a Technical Offer, presenting the basic set of equipment intended to be deployed for the Works. This Technical Offer shall cover in brief terms, the execution methods that the Bidder intends to use for the execution of the Works.

In general, materials shall comply with local standards and latest edition of IALA S1020 standards.

The manufacturer shall be ISO 9001:2008 certified.

The manufacturer shall be a current IALA Industrial Member.

Corrosion resistant metal or painted with Antifouling Paint.

The installation vessel to ensure it is undertaken by a suitable, APS equipped supply vessel with a sufficient hydraulic crane.

Red and Green colors shall follow codes RAL 3024/3028 and RAL 6037/6038.

FLOATING ATONS:

- Buoys shall be designed to have a maximum horizontal displacement within an excursion circle radius of 10 m at maximum water level. The tilt of the buoys shall not exceed an angle of 20 degrees from the vertical under operational conditions.
- Minimum factor of safety (SF) for stability of the anchor system of 1.5 for both sinkers and links and shackles.
- The design shall be robust and shall allow for easy maintenance of chains, shackles, etc. with minimum wear and tear. All shackles shall be designed for wear considering the environmental criteria throughout the year at the project site, to provide a minimum performance of 10 years before first maintenance. The buoy body itself shall be designed for a 25 year lifetime.
- Floating buoys shall be anchored using concrete clump weights or other commonly used anchorage types and shall be agreed by the Employer. Where concrete weights are provided they shall include multiple (minimum of three) connection points. The anchor chain connection is typically subject to considerable wear and additional connection points shall be provided to extend the useful life of the concrete anchor weights. Each of the connection points shall be maintenance free for the first 10 years.
- The float shall be a minimum of 2.5 m in diameter and 1.9 m high with a minimum 9 mm thick plate increasing to 10 mm near its base.
- All buoys shall be fitted with fender strakes for boat access, ladders and maintenance platforms with handrails for safe access to equipment.
- All buoys shall be fitted with daymarks. Shapes, colours and sizes of daymarks shall comply with IALA Standards System 'A' for channel markers, special marks, cardinal marks and leading marks.
- Concrete anchor weight system with chaining will be used for all buoys

SECTION-4: SPECIFICATIONS

DATA FOR AIDS TO NAVIGATION:**Floating AtoN No. 1 (GREEN) - optional**

1)	Water Depth	23 m	
2)	Composition of Seabed (Sand, Mud, Rock etc.)	Mud and sand	
3)	Maximum Observed Wave Height	5 m	
4)	Maximum Observed Wind Speed and Direction	30–40 kts / currently at 4–8 kts	
5)	Local Prevailing Wind Speed and Direction	30–40 kts during SW / NE monsoons	
6)	Local Current Characteristic Feature (Speed and Direction)	SW (15 May–20 September) NE (15 November–30 March)	
7)	Density of Water	1.025	
8)	Tide Level at High Water and Low Water	0–4 m	
9)	Geographical Position (Based on WGS84 Datum)	Latitude (North/South) ECDIS format: 02° 01.1626' N Google Maps format: 2°01'09.8"N	Longitude (East/West) ECDIS format: 045° 21.5542' E Google Maps format: 45°21'33.3"E
10)	Additional Information	Very calm sea (April–October) Variable wind direction (easterly)	

Floating AtoN No. 3 (GREEN)

1)	Water Depth	22 m	
2)	Composition of Seabed (Sand, Mud, Rock etc.)	Mud and sand	
3)	Maximum Observed Wave Height	5 m	
4)	Maximum Observed Wind Speed and Direction	30–40 kts / currently at 4–8 kts	
5)	Local Prevailing Wind Speed and Direction	30–40 kts during SW / NE monsoons	
6)	Local Current Characteristic Feature (Speed and Direction)	SW (15 May–20 September) NE (15 November–30 March)	
7)	Density of Water	1.025	
8)	Tide Level at High Water and Low Water	0–4 m	
9)	Geographical Position (Based on WGS84 Datum)	Latitude (North/South) ECDIS format: 02° 01.4584' N Google Maps format: 2°01'27.5"N	Longitude (East/West) ECDIS format: 045° 21.2094' E Google Maps format: 45°21'12.6"E
10)	Additional Information	Very calm sea (April–October) Variable wind direction (easterly)	

SECTION-4: SPECIFICATIONS

Floating AtoN No. 5 (GREEN)

1)	Water Depth	10 m	
2)	Composition of Seabed (Sand, Mud, Rock etc.)	Mud and sand	
3)	Maximum Observed Wave Height	5 m	
4)	Maximum Observed Wind Speed and Direction	30–40 kts / currently at 4–8 kts	
5)	Local Prevailing Wind Speed and Direction	30–40 kts during SW / NE monsoons	
6)	Local Current Characteristic Feature (Speed and Direction)	SW (15 May–20 September) NE (15 November–30 March)	
7)	Density of Water	1.025	
8)	Tide Level at High Water and Low Water	0–4 m	
9)	Geographical Position (Based on WGS84 Datum)	Latitude (North/South) ECDIS format: 02° 01.6482' N Google Maps format: 2°01'38.9"N	Longitude (East/West) ECDIS format: 045° 20.7060' E Google Maps format: 45°20'42.4"E
10)	Additional Information	Very calm sea (April–October) Variable wind direction (easterly)	

Floating AtoN No. 7 (GREEN)

1)	Water Depth	8 m	
2)	Composition of Seabed (Sand, Mud, Rock etc.)	Mud and sand	
3)	Maximum Observed Wave Height	5 m	
4)	Maximum Observed Wind Speed and Direction	30–40 kts / currently at 4–8 kts	
5)	Local Prevailing Wind Speed and Direction	30–40 kts during SW / NE monsoons	
6)	Local Current Characteristic Feature (Speed and Direction)	SW (15 May–20 September) NE (15 November–30 March)	
7)	Density of Water	1.025	
8)	Tide Level at High Water and Low Water	0–4 m	
9)	Geographical Position (Based on WGS84 Datum)	Latitude (North/South) ECDIS format: 02° 01.6673' N Google Maps format: 2°01'40.0"N	Longitude (East/West) ECDIS format: 45° 20.4500' E Google Maps format: 45°20'27.0"E
10)	Additional Information	Very calm sea (April–October) Variable wind direction (easterly)	

SECTION-4: SPECIFICATIONS

Floating AtoN No. 2 (RED) - optional

1)	Water Depth	100 m	
2)	Composition of Seabed (Sand, Mud, Rock etc.)	Mud and sand	
3)	Maximum Observed Wave Height	5 m	
4)	Maximum Observed Wind Speed and Direction	30–40 kts / currently at 4–8 kts	
5)	Local Prevailing Wind Speed and Direction	30–40 kts during SW / NE monsoons	
6)	Local Current Characteristic Feature (Speed and Direction)	SW (15 May–20 September) NE (15 November–30 March)	
7)	Density of Water	1.025	
8)	Tide Level at High Water and Low Water	0–4 m	
9)	Geographical Position (Based on WGS84 Datum)	Latitude (North/South) ECDIS format: 02° 00.5429' N Google Maps format: 2°00'32.6"N	Longitude (East/West) ECDIS format: 045° 21.5577' E Google Maps format: 45°21'33.5"E
10)	Additional Information	Very calm sea (April–October) Variable wind direction (easterly)	

Floating AtoN No. 4 (RED) - optional

1)	Water Depth	36 m	
2)	Composition of Seabed (Sand, Mud, Rock etc.)	Mud and sand	
3)	Maximum Observed Wave Height	5 m	
4)	Maximum Observed Wind Speed and Direction	30–40 kts / currently at 4–8 kts	
5)	Local Prevailing Wind Speed and Direction	30–40 kts during SW / NE monsoons	
6)	Local Current Characteristic Feature (Speed and Direction)	SW (15 May–20 September) NE (15 November–30 March)	
7)	Density of Water	1.025	
8)	Tide Level at High Water and Low Water	0–4 m	
9)	Geographical Position (Based on WGS84 Datum)	Latitude (North/South) ECDIS format: 02° 00.8092' N Google Maps format: 2°00'48.6"N	Longitude (East/West) ECDIS format: 045° 21.2407' E Google Maps format: 45°21'14.4"E
10)	Additional Information	Very calm sea (April–October) Variable wind direction (easterly)	

SECTION-4: SPECIFICATIONS

Floating AtoN No. 6 (RED)

1)	Water Depth	21 m	
2)	Composition of Seabed (Sand, Mud, Rock etc.)	Mud and sand	
3)	Maximum Observed Wave Height	5 m	
4)	Maximum Observed Wind Speed and Direction	30–40 kts / currently at 4–8 kts	
5)	Local Prevailing Wind Speed and Direction	30–40 kts during SW / NE monsoons	
6)	Local Current Characteristic Feature (Speed and Direction)	SW (15 May–20 September) NE (15 November–30 March)	
7)	Density of Water	1.025	
8)	Tide Level at High Water and Low Water	0–4 m	
9)	Geographical Position (Based on WGS84 Datum)	Latitude (North/South) ECDIS format: 02° 01.1486' N Google Maps format: 2°01'08.9"N	Longitude (East/West) ECDIS format: 045° 20.8506' E Google Maps format: 45°20'51.0"E
10)	Additional Information	Very calm sea (April–October) Variable wind direction (easterly)	

Floating AtoN No. 8 (RED)

1)	Water Depth	13 m	
2)	Composition of Seabed (Sand, Mud, Rock etc.)	Mud and sand	
3)	Maximum Observed Wave Height	5 m	
4)	Maximum Observed Wind Speed and Direction	30–40 kts / currently at 4–8 kts	
5)	Local Prevailing Wind Speed and Direction	30–40 kts during SW / NE monsoons	
6)	Local Current Characteristic Feature (Speed and Direction)	SW (15 May–20 September) NE (15 November–30 March)	
7)	Density of Water	1.025	
8)	Tide Level at High Water and Low Water	0–4 m	
9)	Geographical Position (Based on WGS84 Datum)	Latitude (North/South) ECDIS format: 02° 01.4915' N Google Maps format: 2°01'29.5"N	Longitude (East/West) ECDIS format: 045° 20.5615' E Google Maps format: 45°20'33.7"E
10)	Additional Information	Very calm sea (April–October) Variable wind direction (easterly)	

SECTION-4: SPECIFICATIONS

Fixed AtoN (Occulting Red) on the edge of the breakwater

1)	Occulting Color, Period and Degree	Red, 6 seconds, 360°	
2)	Pedestal Color and Height	White, min. 10 m	
3)	Nominal Range	7 miles	
4)	Maximum Observed Wind Speed and Direction	30–40 kts / currently at 4–8 kts	
5)	Local Prevailing Wind Speed and Direction	30–40 kts during SW / NE monsoons	
6)	Geographical Position (Based on WGS84 Datum)	Latitude (North/South) Google Maps format: 2°01'28.4"N	Longitude (East/West) Google Maps format: 45°20'29.4"E

Fixed AtoN (Flashing Green) on the edge of the old port breakwater

1)	Flashing Color, Period and Degree	Green, 2 seconds, 360°	
2)	Pedestal Color and Height	White, min. 10 m	
3)	Nominal Range	5 miles	
4)	Maximum Observed Wind Speed and Direction	30–40 kts / currently at 4–8 kts	
5)	Local Prevailing Wind Speed and Direction	30–40 kts during SW / NE monsoons	
6)	Geographical Position	Existing location as seen in the Admiralty Chart	

Fixed AtoN (Flashing Red) in the hospital area (with glass-reinforced plastic or galvanized pedestal) No. 1

1)	Flashing Color, Period and Degree	Red, continuous, 180°	
2)	Pedestal Color and Height	Black and white striped, min. 15 m	
3)	Nominal Range	10 miles	
4)	Maximum Observed Wind Speed and Direction	30–40 kts / currently at 4–8 kts	
5)	Local Prevailing Wind Speed and Direction	30–40 kts during SW / NE monsoons	
6)	Geographical Position	Existing location as seen in the Admiralty Chart	

SECTION-4: SPECIFICATIONS

Fixed AtoN (Flashing Red) in the hospital area (with glass-reinforced plastic or galvanized pedestal) No. 2

1)	Flashing Color, Period and Degree	Red, continuous, 180°
2)	Pedestal Color and Height	Black and white striped, min. 15 m
3)	Nominal Range	10 miles
4)	Maximum Observed Wind Speed and Direction	30–40 kts / currently at 4–8 kts
5)	Local Prevailing Wind Speed and Direction	30–40 kts during SW / NE monsoons
6)	Geographical Position	Existing location as seen in the Admiralty Chart

Fixed AtoN (Flashing Red) in the port control area (with glass-reinforced plastic or galvanized pedestal)

1)	Flashing Color, Period and Degree	Red, 360°
2)	Pedestal Color and Height	Red and white striped, min. 10 m
3)	Nominal Range	5 miles
4)	Maximum Observed Wind Speed and Direction	30–40 kts / currently at 4–8 kts
5)	Local Prevailing Wind Speed and Direction	30–40 kts during SW / NE monsoons
6)	Geographical Position	At the top of the Port Control Building

Fixed AtoN (Quick Flashing) in the port control area (with glass-reinforced plastic or galvanized pedestal)

1)	Flashing Period and Degree	Quick (at a rate between 50 and 80 flashes per minute), 360°
2)	Pedestal Color and Height	Red and white striped, min. 15 m
3)	Nominal Range	Not applicable
4)	Maximum Observed Wind Speed and Direction	30–40 kts / currently at 4–8 kts
5)	Local Prevailing Wind Speed and Direction	30–40 kts during SW / NE monsoons
6)	Geographical Position	Existing location on the breakwater next to the Port Control Building

SECTION-4: SPECIFICATIONS

Fixed AtoN (Quick Flashing) in the prison area (with glass-reinforced plastic or galvanized pedestal)

1)	Flashing Period and Degree	Quick (at a rate between 50 and 80 flashes per minute), 180°
2)	Pedestal Color and Height	Red and white striped, min. 10 m
3)	Nominal Range	Not applicable
4)	Maximum Observed Wind Speed and Direction	30–40 kts / currently at 4–8 kts
5)	Local Prevailing Wind Speed and Direction	30–40 kts during SW / NE monsoons
6)	Geographical Position	Existing location as seen in the Admiralty Chart

Fixed AtoN (Quick Flashing) in the prison area (with glass-reinforced plastic or galvanized pedestal)

1)	Flashing Period and Degree	Quick (at a rate between 50 and 80 flashes per minute), 180°
2)	Pedestal Color and Height	Red and white striped, min. 10 m
3)	Nominal Range	Not applicable
4)	Maximum Observed Wind Speed and Direction	30–40 kts / currently at 4–8 kts
5)	Local Prevailing Wind Speed and Direction	30–40 kts during SW / NE monsoons
6)	Geographical Position	Existing location as seen in the Admiralty Chart

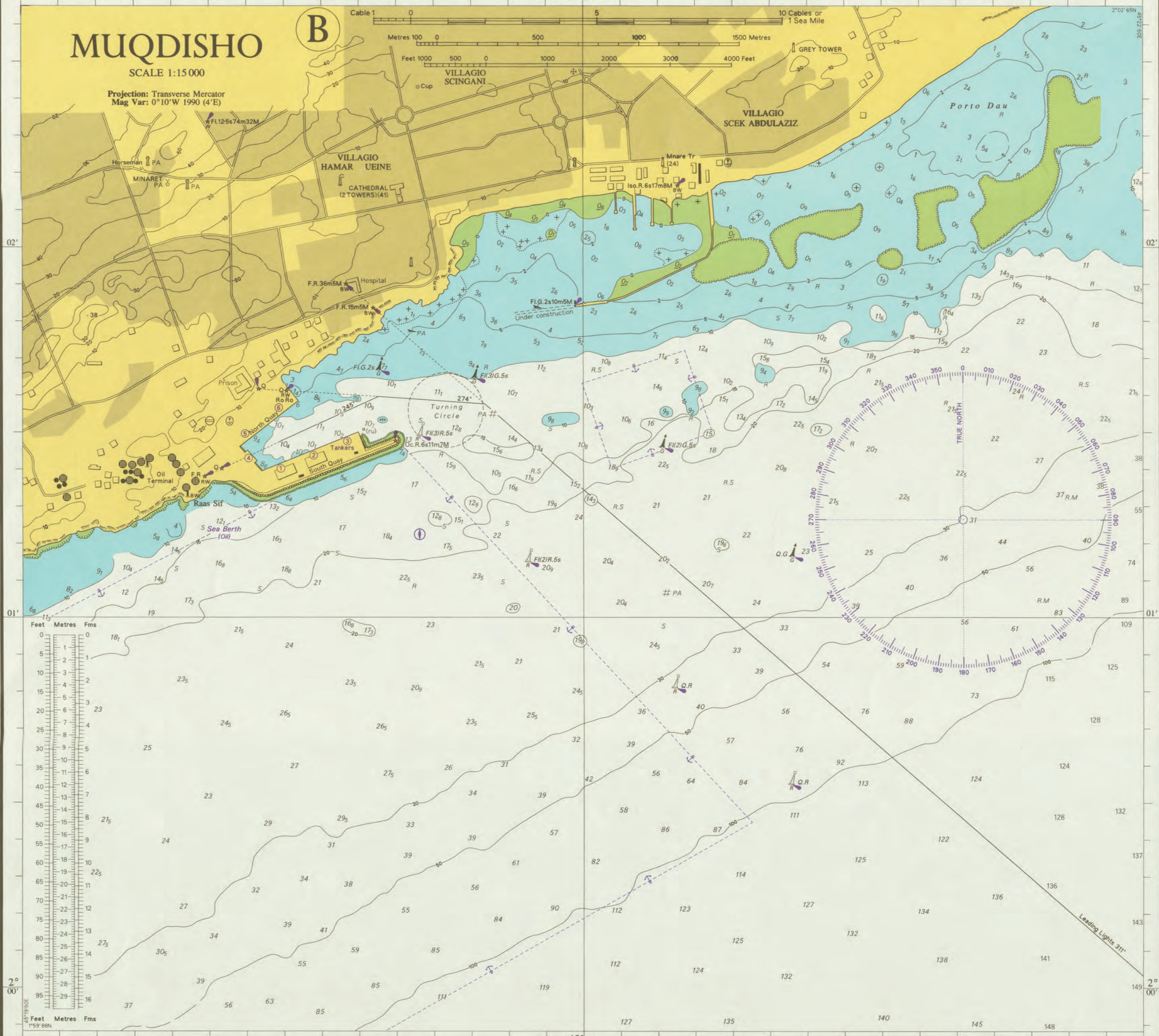
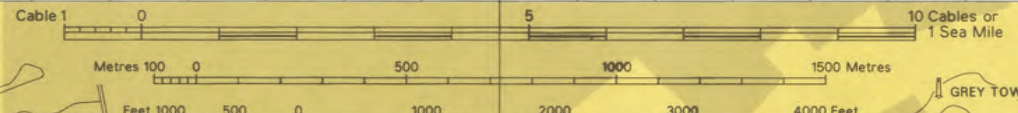
SECTION 5
ADMIRALTY CHART

MUQDISHO

SCALE 1:15 000

Projection: Transverse Mercator
Mag Var: 0°10'W 1990 (4'E)

B



Feet Metres Fms
45°19'50"E
1°59'58"N

Leading Lights 311'

SECTION 6
BILL OF QUANTITIES

SECTION-6: BILL OF QUANTITIES

S. NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE (USD)	TOTAL PRICE (USD)
1	Green Lateral Buoy dia 2500 mm for 23 m deep water - optional	pcs.	1		
	Solar Lantern 60 x 3-6 NM Green	pcs.	1		
	54 mt x 38 mm Chain Green Buoy / depth 23 mt	pcs.	1		
	50 mt x 44 mm Chain	pcs.	3		
	Swivel	pcs.	2		
	Shackle for 38 mm chains	pcs.	2		
	Shackle for 44 mm chains	pcs.	6		
2	Green Lateral Buoy dia 2500 mm for 22 m deep water	pcs.	1		
	Solar Lantern 60 x 3-6 NM Green	pcs.	1		
	54 mt x 38 mm Chain Green Buoy / depth 23 mt	pcs.	1		
	50 mt x 44 mm Chain	pcs.	3		
	Swivel	pcs.	2		
	Shackle for 38 mm chains	pcs.	2		
	Shackle for 44 mm chains	pcs.	6		
3	Green Lateral Buoy dia 2200 mm for 10 m deep water	pcs.	1		
	Solar Lantern 60 x 3-6 NM Green	pcs.	1		
	30 mt x 38 mm Chain Green Buoy / depth 10 mt	pcs.	1		
	50 mt x 44 mm Chain	pcs.	3		
	Swivel	pcs.	2		
	Shackle for 38 mm chains	pcs.	2		
	Shackle for 44 mm chains	pcs.	6		
4	Green Lateral Buoy dia 2200 mm for 8 m deep water	pcs.	1		
	Solar Lantern 60 x 3-6 NM Green	pcs.	1		
	25 mt x 38 mm Chain Green Buoy / depth 8 mt	pcs.	1		
	Swivel	pcs.	1		
	Shackle for 38 mm chains	pcs.	5		
5	Red Lateral Buoy dia 2500 mm for 100 m deep water - optional	pcs.	1		
	Solar Lantern 60 x 3-6 NM Red	pcs.	1		
	100 mt x 30 mm Chain 50 mt x 40 mm rope Red Buoy / depth 100 mt	pcs.	1		
	50 mt x 44 mm Chain	pcs.	3		
	Swivel	pcs.	2		
	Shackle for 30 mm chains	pcs.	3		
	Shackle for 44 mm chains	pcs.	6		

SECTION-6: BILL OF QUANTITIES

S. NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE (USD)	TOTAL PRICE (USD)
6	Red Lateral Buoy dia 2500 mm for 36 m deep water - optional	pcs.	1		
	Solar Lantern 60 x 3-6 NM Red	pcs.	1		
	99 mt x 30 mm Chain Red Buoy / depth 36 mt	pcs.	1		
	50 mt x 44 mm Chain	pcs.	3		
	Swivel	pcs.	2		
	Shackle for 30 mm chains	pcs.	3		
	Shackle for 44 mm chains	pcs.	6		
7	Red Lateral Buoy dia 2500 mm for 21 m deep water	pcs.	1		
	Solar Lantern 60 x 3-6 NM Red	pcs.	1		
	54 mt x 38 mm Chain Red Buoy / depth 36 mt	pcs.	1		
	50 mt x 44 mm Chain	pcs.	3		
	Swivel	pcs.	2		
	Shackle for 38 mm chains	pcs.	2		
	Shackle for 44 mm chains	pcs.	6		
8	Red Lateral Buoy dia 2500 mm for 13 m deep water	pcs.	1		
	Solar Lantern 60 x 3-6 NM Red	pcs.	1		
	50 mt x 38 mm Chain Red Buoy / depth 36 mt	pcs.	1		
	50 mt x 44 mm Chain	pcs.	3		
	Swivel	pcs.	2		
	Shackle for 38 mm chains	pcs.	2		
	Shackle for 44 mm chains	pcs.	6		
	Concrete weight steel mould	pcs.	2		
8A	AIS CLASS B INTEGRATION				
	AIS Class B integration for floating buoys	pcs.	8		
9	Fixed AtoN (Occulting Red) on the edge of the breakwater				
	Solar Lantern 60 x 3-6 NM	pcs.	1		
	Glass-reinforced plastic or galvanized pedestal, red and white striped min. 10 m	pcs.	1		
10	Fixed AtoN (Flashing Green) on the edge of the old port breakwater				
	Solar Lantern 60 x 3-6 NM	pcs.	1		
	Glass-reinforced plastic or galvanized pedestal, red and white striped min. 10 m	pcs.	1		
11	Fixed AtoN (Flashing Red) in the hospital area (No. 1)				
	Solar Lantern 60 x 10 NM	pcs.	1		

SECTION-6: BILL OF QUANTITIES

S. NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE (USD)	TOTAL PRICE (USD)
	Glass-reinforced plastic or galvanized pedestal, black and white striped min. 15 m	pcs.	1		
12	Fixed AtoN (Flashing Red) in the hospital area (No. 2)				
	Solar Lantern 60 x 10 NM	pcs.	1		
	Glass-reinforced plastic or galvanized pedestal, black and white striped min. 15 m	pcs.	1		
13	Fixed AtoN (Flashing Red) in the port control area				
	Solar Lantern 60 x 3-6 NM	pcs.	1		
	Glass-reinforced plastic or galvanized pedestal, red and white striped min. 10 m	pcs.	1		
14	Fixed AtoN (Quick Flashing) in the port control area				
	Solar Lantern 60 x 3-6 NM	pcs.	1		
	Glass-reinforced plastic or galvanized pedestal, red and white striped min. 15 m	pcs.	1		
15	Fixed AtoN (Quick Flashing) in the prison area				
	Solar Lantern 60 x 3-6 NM	pcs.	1		
	Glass-reinforced plastic or galvanized pedestal, red and white striped min. 10 m	pcs.	1		
16	Fixed AtoN (Quick Flashing) in the prison area				
	Solar Lantern 60 x 3-6 NM	pcs.	1		
	Glass-reinforced plastic or galvanized pedestal, red and white striped min. 10 m	pcs.	1		

Grand Total :

SECTION 7
SCHEDULE

SECTION 8
AGREEMENT

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AGREEMENT

for

Supply, Delivery, Installation and Commissioning of MARINE FACILITIES (AIDS to NAVIGATION)

This agreement together with the other Contract Documents forms the Contract for the **Supply, Delivery, Installation and Commissioning of MARINE FACILITIES (AIDS to NAVIGATION)** for Mogadishu Port on date between **Ministry of Ports and Marine Transport represented by Mogadishu Port Authority and Mogadishu Alport Corp. Albayrak-Somalia** (hereinafter called "The Employer") and (hereinafter called "The Contractor")

1. DEFINITIONS

The Authority: Ministry of Ports and Marine Transport represented by the Mogadishu Port Authority

The Employer: Ministry of Ports and Marine Transport represented by the Mogadishu Port Authority and Mogadishu Alport Corp. Albayrak-Somalia

The Engineer: HPC Hamburg Port Consulting GmbH and Sellhorn Ingenieuresellschaft mbH J.V.

The Contractor:

Contract: Meaning the "Contract" agreed in the totality of this document and concluded by the Parties herein.

Parties: Shall mean the Authority, the Employer, the Engineer and the Contractor collectively.

Agreement: Consists of the actual agreement with the Sections.

Sections: The Sections of the Agreement consist of;

- Section 1: TENDER NOTICE
- Section 2: INSTRUCTION TO TENDERERS
- Section 3: SCOPE OF WORKS
- Section 4: SPECIFICATIONS
- Section 5: ADMIRALTY CHART
- Section 6: BILL OF QUANTITIES
- Section 7: SCHEDULE
- Section 8: AGREEMENT
- Section 9: LETTER OF TENDER

SECTION-8: AGREEMENT

Work: Means all works including supply, delivery, commissioning and relevant supplies/services, which must be carried out by the Contractor under this Contract.

Site: Means the location where the Work will be executed.

Specifications: Means the document forming “*Section 4: Specifications*” and any other references that is addressed/mentioned within “*Section 4: Specifications*”.

Schedule: Means the Schedule attached to this Contract under “*Section 7: Schedule*”.

Month: Means calendar month.

Day: Means calendar day.

Commencement Date: Means the receipt date of the Advance Payment by the Contractor after signing the Contract.

Price: Total Contract Price as detailed in “*Section 6: Bill of Quantities*” of this Contract.

Spare Parts: Meaning the spare parts to be provided by the Contractor as mutually agreed prior to signing the Contract as listed in the attached documents to the Contract.

Warranty Period: Meaning 24 (twenty-four) months of Warranty Period as its content and conditions are attached to this Contract.

Force Majeure: Shall mean an event or cause as defined under “*Clause 36*”.

Commissioning: Means the completion of the Work and handing over to the Employer at the Site by means of any necessary tests, trials etc. as detailed under this Contract including all sections and requirements of the Employer with no comments whatsoever or agreed deviations.

Taking-Over Certificate: The Employer shall issue Taking-Over Certificate upon successful Commissioning of the Work.

Defects Notification Period: 12 (twelve) months for the installations of moorings and 24 (twenty-four) months for the lanterns upon issuing the Taking-Over Certificate by the Employer.

Defects Liability Certificate: The Employer shall issue Defects Liability Certificate upon successful completion of Defects Notification Period and remedying all defects stated in Taking-Over Certificate.

2. DESCRIPTION OF THE WORK

Under the Concession Agreement signed on date 07.10.2020 between **The Government of the Federal Republic of Somalia** represented by **the Ministry of Ports and Marine Transport** and **Mogadishu Alport Corp. Albayrak-Somalia**, the content of this Agreement is the **Supply, Delivery, Installation and Commissioning of MARINE FACILITIES (AIDS to NAVIGATION) for Mogadishu Port** as detailed in “*Section 3: Scope of Work*” and as described in other sections of the Contract.

3. SITE

Location: Mogadishu Port
City: Mogadishu
Country: SOMALIA

4. PRICE

Total Contract Price as detailed in “*Section 6: Bill of Quantities*” of this Contract.

5. SCHEDULE

The Contractor shall complete the Work as planned in “*Section 7: Schedule*”.

6. METHOD OF MEASUREMENT

Measurement shall be made of the net actual quantity of the Work executed at the Site in connection with Contract Documents and no allowance shall be made for bulking, shrinkage, waste or anything related to execution of the work.

7. CURRENCIES OF PAYMENT

All payments shall be paid in USD.

8. BANK ACCOUNTS

.....
.....
.....

9. LANGUAGE

The ruling language of this Contract shall be English. In case any part of the Contract (including all Contract Documents) is written in more than one language, the version which is in English language shall prevail. The language that will be used for all types of communications shall be in English.

10. GOVERNING LAW

This Contract shall be governed in accordance with the law of The Government of the Federal Republic of Somalia.

11. PERMITS

In relation to the execution of the Work, the Employer shall provide all permits, permissions, licenses and/or approvals etc. as required/applicable by the Laws/the Authority for Mogadishu-Somalia only. The Contractor shall be responsible to comply with the conditions of obtained permits, permissions, licenses and/or approvals.

12. CUSTOMS

Importing or exporting of any material, plant, machinery, equipment or any other delivery of the goods related to the Work shall be in the responsibility of the Contractor including clearance through customs. Any custom duties, custom fees, custom taxes or any other expense that may arise due to importing and exporting activities shall be borne by the Contractor except the Customs in Mogadishu-Somalia.

13. PERFORMANCE SECURITY

The Contractor shall deliver Performance Bond in the amount equal to %10 of the Total Contract Price from a reputable bank. The Performance Bond shall remain valid and enforceable until the Contractor obtains Defects Liability Certificate.

14. RETENTION

The Employer shall retain the amount equal to 5% (five percent) of each Payments as Retention. The Retention amount shall be deducted from each Payments. First half of the Retention shall be released upon issuance of the Taking-Over Certificate and the second half of the Retention shall be released upon issuance of the Defects Liability Certificate.

15. ADVANCE PAYMENT

Advance Payment is in the amount equal to 30% of the Total Contract Price (*Section 6: Bill of Quantities*). The Contractor shall receive the Advance Payment 15 days after signing the Contract. The Contractor shall provide Advance Payment Guarantee (Bond) in the amount equal to the Advance Payment prior to receive the Payment from a reputable bank. Advance Payment Guarantee shall be returned to the Contractor after the complete installation of the Marine Facilities (Aids to Navigation).

16. PAYMENT SCHEDULE

1. 30% of the Total Contract Price: Advance Payment
2. 30% of the Total Contract Price: Delivery of the Materials to the Site
3. 30% of the Total Contract Price: Installation
4. 10% of the Total Contract Price: Commissioning

17. TRANSFER OF THE AGREEMENT AND SUBCONTRACTING

Transfer of this Agreement shall not be permitted without prior written consent of the Employer.

The Contractor shall not subcontract any part of the Work or whole of the Work described in this Contract without obtaining the Employer's prior consent.

If needed, the selected Subcontractors will be defined in mutual agreement between the Employer and the Contractor before the related Contract is concluded. Parties agree that the selection of a given Subcontractor as proposed by the Contractor to the Employer will not be unreasonably be opposed to by the Employer. For the Work which the Subcontractor is not known, the Contractor must obtain the agreement of the Employer and such an agreement not to be unreasonably withheld.

Within 14 (fourteen) days after receiving the proposal of the Contractor, the Employer must state his decision for selecting Subcontractors. If the Employer does not send a refusal within the stated period, it shall be considered no permission has been given.

The stipulations in this Clause (*Clause 17*) do not, in any way, discharge the Contractor from its tasks and responsibilities in accordance with the Agreement.

The Contractor will, in any case, be responsible for all the Work done by its Subcontractor, any faults, any negligence of its Subcontractor, or its own agents or employees. This Clause (*Clause 17*) does not entail any responsibility whatsoever on the part of the Employer.

18. LIQUIDATED DAMAGES

Delay of the Works: In case the Contractor is not able to complete the Work, which means obtaining the Defects Liability Certificate, the Employer shall be entitled to payment of Liquidated Damages by the Contractor in the amount equal to 0.1% of the Price for each day of delay. Total amount of Liquidated Damages shall not exceed 5% of the Total Contract Price (*Section 6: Bill of Quantities*).

Warranty Period: The Parties agree that in the event that one or more components of the Work have to be replaced or maintained by the Contractor due to the content and the conditions of Warranty Period, the Contractor shall commence actions within 7 days without any charge for the Employer.

In case the Contractor fails to fulfill its obligations as per the content and the conditions of Warranty Period, the Employer shall be entitled to payment of 0.05% of the Total Contract Price per day of service delay.

19. ADJUSTMENTS FOR CHANGES IN COST

The Price in "*Section 6: Bill of Quantities*" and the amounts payable to the Contractor shall not be adjusted for rises or falls in the cost of labor, goods, machinery, equipment, other inputs and any other expense/cost relevant to the

Work. No adjustment shall be applied to the Work, the Price is deemed to have included amounts to cover the contingency of other rises and falls in costs valued on the basis of cost or current prices.

20. REMEDY OF DAMAGES, FAULTS AND INDEMNIFICATION

From the beginning of the Contract until obtaining Defects Liability Certificate, the Contractor is fully responsible for the Work.

In the event of any damage, defect, faults or loss of any type whatsoever until the Defects Liability Certificate is issued, which can be ascribed to the Contractor, which is done to the Work or part thereof, the Contractor shall repair or replace them at its own expense so that, at the end of the Defects Liability Period, the Work corresponds in every respect to the requirements of the Agreement.

The Contractor will indemnify, defend and hold harmless the Employer any claim arising out of or in connection with personal injuries, death of any person or damage to property of any third party by any reason, by reason of gross negligence or willful misconduct of the Contractor.

21. DEFECTS NOTIFICATION PERIOD

Defects Notification Period is 12 (twelve) months for the installations of moorings and 24 (twenty-four) months for the lanterns upon issuing the Taking-Over Certificate by the Employer.

Following the Taking-Over Certificate, during the guarantee period, any defects, malfunctions, breakdowns occurring due to poor workmanship of the Contractor or due to supply of defective materials by the Contractor shall be notified to Contractor by Port Management. Contractor is obliged to remobilize to job site and correct such defects at its own cost.

At the end of the defect liability period, all warranties by the Contractor are null and void.

However, Contractor shall ensure that, upon call from Client regarding correction/repair of the Works, Contractor shall remobilize to job site and execute the repairs as part of a separate Job Order.

22. PAYMENT FOR MATERIAL DELIVERED ON SITE

The Employer shall pay 30% of the Total Contract Price against the complete set of material delivered to the Site as per the content of this Contract. Unless otherwise agreed, the contract subject products/materials shall be delivered in its original packaging. The damages, losses and defects that might occur due to improper packaging of the product and that are not covered by the insurance shall be borne by the Contractor. Products shall be inspected and approved by the Employer and Engineer in place prior to transportation for Site delivery.

23. INSURANCE

The Contractor shall commit himself to underwrite at his own expenses the all risk insurance necessary during the manufacturing, handling, transport, loading of the products/materials from the factory, loading safely on the transport vehicle, unloading, installation and commissioning at the Site shall be under the responsibility of the Contractor. All Risk Insurance provided by the Contractor shall cover the amount of 115% (one hundred fifteen percent) of the Total Contract Price.

In detail:

Third Party Liability Insurance covering damages, death and injuries caused by the Contractor, its employees and Subcontractors to any third parties. All the parties involved in the Work from Commencement Date until obtaining Defects Liability Certificate, including, but not limited to the Collateral Agent are insured. Cross liability is included in the cover.

Thus, the Contractor shall indemnify the Employer against any third party liability claims subject to this Contract, in so far as the liability may arise out of or in the course of or by the reason of carrying out the Work, the corresponding claim if covered and settled by the Contractor's third party liability insurance and provided that the Contractor is promptly notified of any such claims and such claims are not within the contractual responsibility of the Employer. The Contractor shall have the sole right to defend such claims at its own expense.

A Cargo Insurance covering damages to products/materials during its transport (loading and unloading included).

The Workmen's Compensation Insurance covering all contributors to the Work and their Subcontractors according to legal provisions must contain a cession of recovery to the advantage of the Employer. The Contractor will facilitate legal workmen's compensation insurance and related costs will be paid by the Contractor.

24. PATENT, LICENSES, ROYALTIES, INTELLECTUAL PROPERTY ETC.

The Contractor is obliged to indemnify the Employer from and against all claims and suits and actions filed by any third parties against the Employer for infringement of patent rights, licenses, royalties, intellectual property, trademarks or trading names or other protected rights which exists prior and after the Commencement Date of this Agreement with regard to any operating part, any machine, equipment, material, products etc. whatsoever which may be asserted over or in connection with the Work. This indemnification also includes any costs of court action, legal assistance or expert reports incurred by the Employer.

25. THE CONTRACTOR'S PERSONNEL AT THE SITE

In connection with the execution, warranty of the Work, the Contractor shall be present at Site with necessary personal as follow but not limited:

Technical staff who are trained and experienced in their professions, sub-agents (if necessary), foremen, skilled and unskilled labor who are competent and able to check/supervise the Work.

The Contractor's staff who are allowed to be present at Site shall strictly follow health & safety regulations and legislation. The Contractor is responsible to take all precautions, at all times, to prevent illegal rebellious behavior or bad behavior among its staff, subcontractors, agents etc. and also to maintain harmony and the protection of individuals and property at Site.

26. MONTHLY PROGRESS REPORTS

The Contractor shall provide Monthly Progress Reports mentioning which parts of the Work are executed during that month and the volume of the total executed Work completed till the current month.

The report also should mention the remarks from the Contractor to the Employer, if the Work is not progressing as planned. In such case, the Contractor shall justify the delay and also the proposals to remedy the lost time.

27. SUSPENSION OF THE WORK

In written from the Employer, the Contractor must suspend the Work either in full or in part, for whatever period and in whatever way the Employer considers to be reasonably necessary. The Contractor must, in such circumstances, protect and safeguard the Work to the extent that this is considered to be necessary by the Employer.

In cases where the suspension lasts for more than six months, the Contractor and the Employer engage themselves to renegotiate the Agreement for the Work on the basis of the new circumstances.

The Contractor and/or the Employer are free to request for settlement of disputes in accordance with *Clause 35* of this Agreement.

28. WARRANTY PERIOD

The content and the conditions of 24 (twenty-four) months Warranty Period shall be mutually agreed prior to signing the Contract. The content and the conditions of the agreed Warranty Period shall be documented as part of this Contract signed by both Parties.

If, for any reason, the Contractor cannot provide the services as in the content and the conditions of the warranty period, the Employer shall perform the services by himself such that the content and conditions of the warranty period will not be affected.

Warranty Period shall start upon the receipt of Taking-Over Certificate.

The cost and any expense involved due to this Clause (*Clause 28*) is deemed to be included in the Price.

29. DELIVERY OF THE WORK

Until the Defects Liability Certificate is issued, the Work shall be considered under the responsibility of the Contractor at all times, even while commissioning at the Site.

The Contractor shall be responsible for packing, lashing, tagging, marking and the shipment of the products/materials at its own cost. In case of faulty or negligent packing, tagging or marking, the Contractor shall be responsible for and shall bear all costs and expenses directly incurred by the Employer. In any event, the Contractor shall be obliged to co-ordinate the packing and marking with the carrier nominated by the Employer and to follow their instructions.

The Contractor shall issue to the Employer the necessary shipping/export documents, commercial invoice and a packing list for the products/materials to follow the shipment.

A Cargo Insurance covering damages to products/materials during its transport (shipment, loading and unloading included) shall be borne by the Contractor.

30. COMMISSIONING AND TAKING OVER THE WORK

Contractor shall ensure that the navigation aid buoys and lanterns are placed at their designated coordinates.

Contractor shall ensure that the moorings are properly placed and arranged at the seabed.

Contractor shall compile a Job Completion Report, covering;

- Installation coordinates of buoys
- Installation coordinates of sinkers/anchors
- Underwater visuals showing all critical underwater connections with sufficient clarity, demonstrating that the shackles, etc are snugly connected to neighboring moorings
- Night time above water visuals, demonstrating that lanterns are functioning properly.
- Event log (if any)

Contractor shall invite the Employer for final inspections, once during day time and once during night time.

Following the submittal of Job Completion Report and successful inspections, provisional acceptance will be made and Client shall handover the Works by issuing the Taking-Over Certificate.

SECTION-8: AGREEMENT

Commissioning and Taking-Over Certificate: The Contractor shall handover the Work to the Employer, in complete operational and functional state, by means of any necessary procedures including but not limited to tests, trials, inspections and any other requirements by the Employer in order to obtain successful commissioning so that the Works have been completed in accordance with the Contract.

The Contractor shall be liable for any loss or damage caused by the Contractor to the Works, Goods or Contractor's Documents after the issue of a Taking-Over Certificate. The Contractor shall also be liable for any loss or damage, which occurs after the issue of a Taking-Over Certificate and which arose from an event that occurred before the issue of this Taking-Over Certificate, for which the Contractor was liable.

In the event that fraudulent material was used in the delivered product/job or that the product was not manufactured as per its technical requirements or that there are hidden flaws in the product/job, the Employer shall request from the Contractor that the product is replaced with another product that complies with the Specifications or that the job is rendered compliant with the Specifications. The acceptance of the product/job or the auditing of the job during production or manufacturing before delivery or the acceptance of the job shall not eliminate the Contractor's responsibility to deliver products or carry out jobs as per the Contract provisions.

The Employer shall issue Taking-Over Certificate upon successful Commissioning of the Work. In case the Contractor fails to fulfill the requirements in accordance with the Contract while commissioning, the Employer shall not issue the Taking-Over Certificate until the Contractor remedy all the defects, damages and rectify the Work for successful Commissioning in accordance with the Contract.

Defects Notification Period and Defects Liability Certificate: Defects Notification Period is 24 (twenty-four) months from the date of obtaining Taking-Over Certificate.

Throughout the Defects Notification Period, meaning until the Defects Liability Certificate is issued, the Work shall be considered under the responsibility of the Contractor at all times including completion of outstanding works, remedying the defects and rectifications including all expenses. All related cost during Defects Notification Period shall be borne by the Contractor.

The Contractor is obliged to do anything necessary related to the completion of the Work in accordance with the Contract. In case the Contractor is not able to fulfill the conditions in Taking-Over Certificate, complete the outstanding works, remedying the defects, fixing the damages etc. through the Defects Notification Period then the Employer shall not issue Defects Liability Certificate.

At the end of the Defects Notification Period, it must be determined that the Contractor's undertaking was fulfilled in compliance with the provisions of the Contract including all Tender Documents, and the Contractor does not owe

anything to the Employer. Otherwise the Performance Security shall not be released and still be valid and enforceable.

In the event that the Contractor is in debt to the Employer due to the Contract, the legal tax cuts from the charges and payments etc. are not paid by the end of Defects Notification Period, the Performance Security shall be cashed in appropriated equivalent to the debts without the need for filing a complaint and making a judgment, and the rest, if any, is returned to the Contractor.

31. FINAL DELIVERY OF THE WORK

After the Warranty Period of 24 (twenty-four) months, in accordance with the stipulations of this Contract, the Employer is obliged to issue the Defects Liability Certificate to the Contractor, provided that the Contractor has rectified all Warranty defects and punch list by Taking-Over Certificate and that any Liquidated Damages in accordance with "Clause 18" have been settled in full.

32. SPARE PARTS

The Contractor shall prepare the detailed list of Spare Parts as agreed with the Employer prior to Commencement of the Contract. Types, numbers, frequency, technical properties and prices to be indicated clearly. The Contractor shall provide Spare Parts prior to the Commissioning of the Work.

33. CHANGES AND VARIATIONS

No change in the Work, extra work or reduced work (hereinafter referred to as "Change") will be taken into account unless it is evidenced by a document incorporating the agreement between the Parties, in which it is stated explicitly that it is a Change, signed by the Contractor and by the Employer.

The Change shall not allow a prolongation of the delivery time without written agreement between the Parties. The Contractor shall carry out no extra work unless the Employer in a written format that officially approves it.

The Parties agree that the Employer is free to choose whether to make any extra work to be carried out by the Contractor.

In the event that an extra work is required by the Contractor, the document stating the nature, extent, quantity and price, as well as the time required to deliver and/or install the extra work to be prepared by the Contractor and submitted to the Employer for the approval prior to start the extra work.

If the need of such variation order has been arisen from or in connection with the Contractor's default the Contractor shall not be entitled to request an additional time or payment from the Employer.

At any time, the Employer shall be entitled to apply for a variation order requesting changes or modifications to the Contract. A Change/Variation order shall be submitted in writing and shall contain a detailed description of the variation required.

Unless mutually agreed by both Parties, the same content and conditions of Warranty Period apply to the extra work as those stated in the Agreement.

In the event that the Contractor decides to have extra work carried out by third parties, which should be approved by the Employer, such work shall take place under the supervision, responsibility, authority and leadership of the Contractor under the same conditions by this Agreement.

The price for the extra work to be carried out by the Contractor shall be determined on a fixed price basis, subject to written agreement and approval of the Employer.

The Contractor shall reduce the cost and any expense from the Price relevant to the reduced work instructed by the Employer as agreed by both Parties. In the event of reduced work, a document shall be prepared by the Contractor stating the nature, extent, quantity and price by which the Price will be reduced.

When defining the price reduction, in case the work already carried out by the Contractor, the price of materials, the cost of financing and any cost of cancellation shall be taken into account. Settlement shall take place between Parties and shall be agreed mutually.

34. TERMINATION OF AGREEMENT

The Employer is entitled to terminate the Contract in the following circumstances:

In the event that the Contractor should go into liquidation, bankruptcy, failure or cessation of payments, or into a legal situation which is similar or equivalent. In this case the Contractor shall be obliged to return all amount paid previously by the Employer under this Contract.

In the event that the Work does not meet the essential conditions which may be reasonably expected of them by this Contract and provided the Contractor is served notice of default by written letter from the Employer providing him the duration to remedy such default and the Contractor has not been able to remedy such default during the given remedy period. For such case, the Contractor shall also be obliged to pay the amount for defects/defaults.

In case the Contractor is in delay with delivery of the Work for more than sixty (60) calendar days after the contractual completion date as in the Schedule. In such case the Contractor shall be obliged to return all amount paid previously by the Employer and its financing cost under this Contract.

If fulfillment of this Contract on the part of the Contractor has become impossible for more than one-hundred-and-eighty (180) calendar days caused by force majeure. In this case the Contractor shall be obliged to return all amount paid previously by the Employer under this Contract.

35. DISPUTE RESOLUTION

If any dispute, controversy or claim arises out of or in connection with this Agreement (including claims for set-off and counterclaims), including disputes arising out of or in connection with:

- (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Agreement;
- (ii) any non-contractual obligations arising out of or in connection with this Agreement (Dispute),

any Party may serve formal written notice on another Party that a Dispute has arisen in respect of that other Party (Notice of Dispute) as soon as possible.

The Notice of Dispute shall describe the material points of the Dispute in sufficient detail to enable the Parties to reach an amicable settlement.

Following the service of a Notice of Dispute, the Parties shall use all reasonable endeavors to settle such Dispute amicably through negotiations between the Employer and the Contractor, within a period of 30 days starting from the date of receipt of the Notice of Dispute by the relevant Party. The Parties may by agreement in writing extend such 30-day period and take all such other steps as they mutually agree will assist them in reaching an amicable settlement of the Dispute, including the joint appointment of a person.

If the Dispute is not resolved by the signing of written terms of settlement by the Employer and the Contractor, within such 30-day period or the extended 30-day period, then the Dispute shall be finally submitted to ISTAC (İstanbul Arbitration Center) for arbitration in accordance with ISTAC arbitration rules by three arbitrators who shall be appointed under the arbitration rules.

The seat of arbitration shall be in İstanbul-TURKEY and conducted in English.

The parties shall keep strictly confidential the existence of the arbitration and all information exchanged or evidence given during any arbitration proceedings as well as any arbitration award.

36. FORCE MAJEURE

The term "force majeure" shall be understood to include every event which is unforeseeable for the Parties or out of the control of the Parties, both with regard to its nature and its consequences for the party invoking it, including the Sub Contractor of the relevant part of Works, which also could not be avoided or resolved by that Party, and which does not result from the fault or negligence of that Party, and is such that it makes the execution of that party's contractual obligations unpractical. Subject to the other stipulations of the Agreement, an event is not considered to constitute a case of force majeure if it only makes the execution of the contractual obligations of one of the parties more difficult or more expensive.

Force majeure includes but is not limited to explosions, fires, floods, earthquakes, acts of God, acts of governmental authority, wars, hostilities, invasion, riots,

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embargoes or epidemics, covid-19 pandemic, insurrection, revolution, rebellion, sabotage or acts of terrorists etc.

Every party wishing to invoke the application of a case of force majeure must inform the other party of this by registered letter, fax or email, at the latest within fourteen days of the time when the invoking party has become aware of the case and is forced to observe that it can no longer meet its contractual obligations as a result. The retroactive effect of the invocation of a case of force majeure extends to a maximum of 14 (fourteen days).

The party must, in this case, simultaneously make a comprehensive, detailed and precise statement of the case of force majeure, along with all proofs to justify the failure to continue the execution of the Work.

Furthermore, the affected party must also notify the other party, without delay, of the cessation of a case of force majeure which has previously been invoked.

The absence of notifications as referred to above results by right in the inability to invoke this Clause (*Clause 36*).

If fulfillment of this Contract on the part of the Contractor has become impossible for more than one-hundred-and-eighty (180) calendar days caused by force majeure. In this case the Contractor shall be obliged to return all amount paid previously by the Employer under this Contract.

In case the force majeure event(s) affect the execution of the contractual obligation of the Contractor and this causes the termination of the Agreement, the Contractor shall reimburse the Employer all the payments received by the Contractor and the Contractor shall have the ownership of all the Work executed under the Agreement.

37. OBLIGATIONS OF THE CONTRACTOR

The Contractor agrees and undertakes to pay the necessary attention and care for the works, to carry out the Contract product/job within the duration, amount and value as specified according to the Contract and Tender Documents, and to remedy the possible faults in compliance with the provisions of the Contract. The Contractor shall be obliged to prepare all machinery, equipment and auxiliary plants that are necessary for the timely delivery and assembly of the product, and to provide all materials and staff, in accordance with the undertaken job and the relevant schedule. In the event that the Employer and/or third persons suffer any damages due to the disobedience of the warnings and instructions of the Employer or due to the violation of the obligations stated in the Contract, all damages and losses shall be compensated by the Contractor.

The Contractor shall be obliged to obey the provisions of the bylaws, regulations and other legislations of the Government of Somalia during the execution of the job. The Contractor shall be responsible for the damages arising out of the Contractor's violation of this obligation of his as well as for the damages and losses given to third persons, the environment or the Employer's staff. In the event that the damages and losses that occur as such are compensated by the Employer, the

SECTION-8: AGREEMENT

compensation cost shall be collected by means of deducting it from the dues of the Contractor. In the event that the deduction to be made from the Contractor does not cover the Employer's dues, the remaining amount shall be covered by means of cashing in the Contractor's performance guarantee and if any, the additional performance guarantee. In the event that the Employer's due cannot be collected even as mentioned above, the amount of the due shall be collected from the Contractor as per the general provisions.

The Contractor shall be responsible for the protection of the contract products until they are delivered to the Employer. The Contractor shall be obliged to replace the product with a new one before the product's delivery to the Employer in the event that the product suffers losses or partial or complete damages including the damages to be given by earthquakes, floods, landslide, storms, fires, theft or by third persons.

The Contractor shall be obliged to deliver products that are in line with the regulations by the authorized institutions concerning the presentment of the purchase subject product to the market and product safety.

During the product purchases that require assembly; the Employer shall assess whether the preparations made, and the measures taken by the Contractor regarding assembly are sufficient. In the event that the preparations made, and the measures taken are found to be insufficient, the Contractor shall be asked to make additional preparations or measures.

The Contractor shall be obliged to compensate the possible damages that might occur when using all the electricity, water, gas, facility and any other services that are necessary for assembly and other works.

The Contractor shall be obliged to work in harmony with the Employer staff and/or the staff of the other Contractors who are working in the same location during the assembly.

The Contractor staff shall perform the procedures of delivery and assembly as per the Schedule. However, in the event that a change is made by the Employer to the Schedule that also includes matters such as the assembly of the purchase to be made by the Employer, onsite production, the Contractor shall change its work hours in line with the Employer's request to match this new Schedule.

The Contractor shall be obliged to:

- a) Obey all of the rules of safety to be obeyed regarding the job,
- b) Ensuring the safety of all staff that is authorized to be at the workplace,
- c) Take all precautions to ensure the safety of the workplace and of the equipment, materials, instruments as well as the information and documents entrusted to it because of this job,

d) And take all precautions in the purpose of ensuring the safety of life and property of the third persons due to the procurement of the product and the fulfillment of the other obligations as per the relevant legislation.

In the event that the Employer and/or third persons suffers any damages due to the Contractor's disobedience of these obligations, all damages and losses shall be compensated by the Contractor.

The Contractor shall be obliged to take all the safety precautions regarding the job and worker's health in compliance with the law, regulations and bylaws as well as the designated standards during the performance of the job.

For the accidents that might still occur even though the Contractor has taken the necessary measures as per the relevant legislation, the treatment expenses and the compensations to be paid to those suffering the accident among the Contractor's staff shall be borne by the Contractor. In addition, the funeral expenses of the persons among the staff that die at work or due to the job as well as the compensation to be paid to their families shall also be borne by the Contractor.

The Contractor's technical and administrative staff and its Subcontractors and their staff shall be immediately removed from the work by the Contractor upon the Employer's notice, should they be found to have a condition that prevents them to be at work.

The Contractor shall be responsible for the assembly, packaging, loading, carrying, delivery, unloading, storing and protection of all of the products and materials that are necessary for the job. The Contractor shall be responsible for all damages that might occur during the transportation and carrying of the materials.

38. OBLIGATIONS OF THE EMPLOYER

Providing the Site to the Contractor for the jobs requiring assembly.

Upon signing the Contract, the Employer shall prepare the Site where the product assembly will be carried out for the use of the Contractor through a letter. The Parties issue a minutes report indicating the state of the Site.

The Employer can always change the place of the product assembly, given that it does not burden the Contractor with additional financial obligation. Moreover, the Contractor's request regarding the change of the assembly place shall be required the approval of the Employer.

In the event that it is understood that the job will not be completed in time due to reasons such as change of workplace and the delayed giving of the assembly place to the Contractor, the duration of the part or all of the job shall be extended as necessary.

SECTION-8: AGREEMENT

The Contractor shall not be charged by the Employer for the materials to be used for assembly and the places where the equipment will be put, as well as the places where the Contractor staff will be working.

The Employer shall be obliged to provide the area where it will keep the products which it brings into the assembly area within the scope of the Contract. This area needs to be a locked and controlled area.

In the event that the Contractor claims that the assembly projects and/or technical documents and the place indicated for the assembly or delivery will constitute an obstacle for the performance of the contract or that they are technically inadequate, it shall be obliged to notify its relevant opinions to the Employer in writing within five (5) days starting from the date of the delivery of the instructions or documents.

On condition that it is limited to the subject of the Contract and if that it is stated in the tender document; if the Contractor needs to get help from and work together with the Employer's staff for the delivery, assembly, taking into operation of the products and providing training on these products, the Employer; helps the Contractor's staff as necessary under this Contract and/or notifies the names, last names, their departments of the staff to work with, as well as the help or the scope of the job and the duration to the Contractor in writing.

39. CONFIDENTIALITY

All Tender Documents, information, correspondence, electronic mail, any matters or details shared etc. shall be treated as confidential by the Contractor and not to be shared with third parties.

The Contractor is to ensure that all information, document, transmittal, directly or indirectly, acquired from the Employer in connection with or related to the Agreement, shall be kept confidential and that shall not, under any circumstances, disclose such information to any third party without prior written approval of the Employer.

No information, plan or document whatsoever can be made public without written permission from the Employer.

The Contractor undertakes to request permission from the Employer in advance before allowing third parties to enter the Site.

40. MISCELLANEOUS

All letters, fax messages, emails or any other documents will be considered to have been validly served to the other party provided they are sent by fax or confirmed letter to the other party.

The provided address in this Contract remains valid as long as a party has not notified a new address to the other party.

SECTION-8: AGREEMENT

No change whatsoever in the stipulations of the Agreement can take place unless they are stated in writing and signed by the agents of the Employer and the Contractor.

For changes to the Agreement, extra work, reduced work and any amendment, the representatives of the Employer and the Contractor must indicate their approval in writing.

The Contractor is assumed, as much as practicable from the Commencement Date, to have gathered all useful and necessary information, to have carried out all necessary studies and to have investigated and solved all preliminary questions, both technical and commercial, in order to subscribe all the commitments, set out in the Agreement. Notwithstanding, the Employer agrees and understands that the Contractor relies on the accuracy of the data and other information related to the Site.

The Contractor guarantees to the Employer that the Work which is to be carried out in accordance with the Agreement are complete Cranes, working in accordance to the Agreement.

Notwithstanding anything contained in the Contract, at law or otherwise, The Employer shall in no event be liable for loss of profits, loss of use, additional production costs, loss of operating materials, operating material costs, lost interest, personnel reserves or any other consequential or indirect damages irrespective whether based on contract, tort, strict liability, indemnification or otherwise.

All prices provided in *Section 5: Bill of Quantities* are inclusive of any direct/indirect taxes except VAT as also detailed in *Section 2: Scope of Works*.

The Employer

The Employer

Address:

Address:

The Employer's Representative:

The Employer's Representative:

The Contractor

Address:

The Contractor's Representative:

SECTION 9
LETTER OF TENDER

FEDERAL REPUBLIC OF SOMALIA

MOGADISHU PORT

CIVIL WORKS PACKAGE-7 (C-7)

MARINE FACILITIES (AIDS to NAVIGATION)

To: Ministry of Ports and Marine Transport represented by Mogadishu Port Authority and Mogadishu Alport Corp. Albayrak-Somalia

Dear Sir,

We have examined the sections; Tender Notice, Instruction to Tenderers, Scope of Works, Specifications, Admiralty Chart, Bill of Quantities, Schedule, Agreement, and Letter of Tender for Civil Works Package-7 (C-7) MARINE FACILITIES (AIDS to NAVIGATION).

We offer to execute and complete the Works and remedy any defects therein in conformity with this Tender which includes all the above said documents for the sum of USD+VAT.

Authorized Person on Behalf of the

Name:

Signature

Address:

Date: