



FEDERAL REPUBLIC OF SOMALIA



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

**EQUIPMENT PACKAGE-8 (E-8)
CARGO CONTROL EQUIPMENT – X-RAY SCANNER
TENDER DOCUMENTS**

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

Rev.	Description	Date
0	Milestone: Documentation	02.08.2024
1	Milestone: Documentation	19.08.2024
2	Milestone: Documentation	23.08.2024

AUGUST 2024

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 the **EQUIPMENT PACKAGE-8 (E-8) CARGO CONTROL EQUIPMENT – 2 units of X-RAY SCANNERS (CONTAINER/TRUCK)** for Mogadishu Port.

The tenderers shall submit the proposals in conjunction with all tender documents provided within this tender not later than 11.11.2024 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.

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: BILL OF QUANTITIES
- Section 6: AGREEMENT
- Section 7: LETTER OF TENDER

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 be 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: BILL OF QUANTITIES
- SECTION 6. AGREEMENT
- SECTION 7: 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.
- 5.3. Tenderers must provide Bid Bond from a reputable bank in the amount equal to 5% of the Total Contract Price together with their proposals. Bid Bond shall be valid and enforceable until signing the Contract. In case the Tenderer is not awarded the Contract then the Bid Bond shall be returned to the Tenderer. All costs related to the preparation and submission of the Bid Bond shall be borne by the Tenderer. In case the Bid Bond is not provided by the Tenderer, submitted proposal will be considered as invalid.

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. EVALUATION CRITERIA

- 9.1. Commercial Evaluation will be done with respect to below listed items:
 - Price
 - Payment Schedule
 - Delivery Time
 - Duration for Assembly, Erection and Commissioning at the Site
 - Warranty Period and Content
 - After-Sale Maintenance/Service
 - After-Sale Training
 - Content and Price of the Spare Parts
 - Compliance with Climatic Conditions, Corrosion and Fuel in Somalia

SECTION 3
SCOPE of WORKS

SCOPE of WORKS

Scope of Work comprises the **supply, installation and commissioning of 2 units X-Ray Scanners (Container/Truck)** as stated herein Scope of Works in connection with other sections.

- 1.1. The supply shall include the procurement of all kinds of materials, machinery, equipment, manufacturing, transportation, assembly, disassembly, all kinds of workmanship, any relevant expense for labors, tools, hand tools, horizontal and vertical transportation, fuel, general expenses, all kinds of taxes, insurance premiums, all expenses and profit.
- 1.2. Importing of any material, plant, machinery, equipment or any other delivery of the goods related to the Supply of X-Ray Scanners shall be in the responsibility of the Supplier including clearance through customs.
- 1.3. All parts and components of the X-Ray Scanners shall be brand new.
- 1.4. The supplier shall be responsible for the assembly/disassembly, packing, labelling, lashing and preparation for transportation of the X-Ray Scanners including loading on the transport vehicle in the factory as CIF Mogadishu.
- 1.5. The supplier shall prepare and deliver technical drawings, schematics, manuals, technical data sheets, documentation etc. of the X-Ray Scanner as soft and hard copy in English for service and maintenance.
- 1.6. The supplier shall provide related factory test certifications and results as requested by the Employer.
- 1.7. The supplier shall provide technical support, training (on-site and off-site) and training documentation regarding maintenance, operation and any other relevant information to the Employer's representatives and relevant personal.
- 1.8. The Supplier shall be entitled to assign maintenance and technical services or any part thereof to any affiliated company who is capable of providing the assigned services in Mogadishu-Somalia.
- 1.9. The supplier shall provide documentation in order to clearly define the content, extent and conditions for 2 (two) years of Maintenance and Warranty Period.
- 1.10. The Supplier shall provide the essential spare parts list in types, numbers, technical properties and prices as necessary for 2 years operation.

SECTION 4
SPECIFICATIONS

X-Ray Scanner Specifications (Stationary Type)

1-GENERAL (Stationary Type)

Tunnel Size	3.75m x 5m
Max. Vehicle Size	3.5m x 4.85m
Scanning Speed	Drive Through: 15km/h
Throughput	120 vehicles/hour
Max. Vehicle Length	20m
Min. Inspection Space Required	30m x 40m

2-RESOLUTION AND CONTRAST

Steel Penetration	300mm
Wire Resolution	Could see Φ 1.2mm steel wire in the air
Spatial Resolution	Vertical: 5mm / Horizontal: 5mm
Material Identification Ability	Could identify substances of different atomic number, showing different colours; Organic (Orange), Inorganic (Blue), Mixture (Green) and calculate the atomic number of the material.
Contrast Sensitivity	could see \leq 1.2mm steel plate under 100mm steel
Detector	L shape high-sensitivity detector
Beam Direction	From Side

3-X-RAY GENERATOR

X-Ray Dose	0.06 μ Sv/inspection
Electron Cyclotron Accelerator	7.5/4 MeV

4-SYSTEM

Platform	Windows [®] OS
Display Type	Dual 28" Flat Panel Color Monitors; & One 19" Color Monitor
Display Resolution	min 4K Resolution
HDD	min. 500GB
Zoom Ratio	64X
Automatic Threat Detection	Visual and audio alerts

SECTION-4: SPECIFICATIONS

5-ENVIRONMENTAL CONDITIONS (for the Supplier in order to consider)

Operating Temperature : -30°C to 60°C

Storage Temperature : -30°C to 60°C

Humidity : Up to 95% non-condensing

Wind Speed for Operations..... : till 72 km/h

Climate Table:

Climate data for Mogadishu							
Month	Jan	Feb	Mar	Apr	May	Jun	Year
Average high °C (°F)	30.2 -86.4	30.2 -86.4	30.9 -87.6	32.2 -90	31.2 -88.2	29.6 -85.3	30.2 -86.4
Daily mean °C (°F)	26.6 -79.9	26.9 -80.4	28 -82.4	28.9 -84	28.2 -82.8	26.7 -80.1	27.1 -80.8
Average low °C (°F)	23 -73.4	23.4 -74.1	24.9 -76.8	25.6 -78.1	24.9 -76.8	23.7 -74.7	23.9 -75
Average precipitation mm (inches)	0 0	0 0	8 -0.3	61 -2.4	61 -2.4	82 -3.2	428 -16.9
Average precipitation days (≥ 0.1 mm)	0.3	0.1	0.6	4.8	6.7	12.7	63
Average relative humidity (%)	78	78	77	77	80	80	79
Mean monthly sunshine hours	266.6	251.4	282.1	261	272.8	219	3,082.30
Mean daily sunshine hours	8.6	8.9	9.1	8.7	8.8	7.3	8.4
Percent possible sunshine	72	74	73	71	72	59	69
Month	Jul	Aug	Sep	Oct	Nov	Dec	Year
Average high °C (°F)	28.6 -83.5	28.6 -83.5	29.4 -84.9	30.2 -86.4	30.6 -87.1	30.8 -87.4	30.2 -86.4
Daily mean °C (°F)	25.4 -77.7	25.9 -78.6	26.5 -79.7	27.3 -81.1	27.5 -81.5	26.9 -80.4	27.1 -80.8
Average low °C (°F)	23.1 -73.6	23 -73.4	23.4 -74.1	24.3 -75.7	24.2 -75.6	23.5 -74.3	23.9 -75
Average precipitation mm (inches)	64 -2.5	44 -1.7	25 -1	32 -1.3	43 -1.7	9 -0.4	428 -16.9
Average precipitation days (≥ 0.1 mm)	13.3	10.2	4.9	3.9	4.1	1.5	63
Average relative humidity (%)	81	81	81	80	79	79	79
Mean monthly sunshine hours	226.3	254.2	264	266.6	261	257.3	3,082.30
Mean daily sunshine hours	7.3	8.2	8.8	8.6	8.7	8.3	8.4
Percent possible sunshine	59	67	72	72	72	70	69

Source 1: Deutscher Wetterdienst

Source 2: Food and Agriculture Organization: Somalia Water and Land Management (percent sunshine)

The windier part of the year lasts for 4.1 months, from May 27 to September 30, with average wind speeds of more than 13.6 miles per hour. The windiest day of the year is July 17, with an average hourly wind speed of 17.7 miles per hour. The calmer time of year lasts for 7.9 months, from September 30 to May 27. (Source: weatherspark.com)

Direct exposure to sunlight may raise the heat index additionally, by up to 15 Fahrenheit (8 Celsius) degrees. (Source: weather-atlas.com)

SECTION-4: SPECIFICATIONS

6-POWER SUPPLY

System Power : 380 VAC, 50Hz, Three Phase 14kVA or possible low voltage options

7-GASOIL CERTIFICATE OF QUALITY FOR SOMALIA:

For the Supplier’s information and reference (in case any part works with diesel)

SAYBOLT UAE - Laboratory

P.O.Box: 1653, Fujairah, U.A.E.
 Tel: +971 9 2281544, Fax: +971 9 2281545
 E-mail: laboratory.sayboltuae@corelab.com
 Website: www.saybolt.com

ISO - 9001:2015 Certified Company



CERTIFICATE OF QUALITY

Job. Rep. No .	16901/00016642/21	Product	GASOIL 500 PPM
Lab. Ref. No	0434Q/21	Sample Marked	Shore Tanks Composite Before Loading MT HAFNIA RAINIER
		Location	GTIF Terminal,FUJAIRAH UAE
		Sample Dated	01/Feb/2021
		Test Date	01-02/Feb/2021
		Reported Date	02/Feb/2021

Test	Unit	Method	DMA 2010 (ISO 8217)	Result
Density @ 15 deg C	kg/M3	ISO-12185	890.0 Max	824.1
Kinematic Viscosity @ 40 deg C	cSt	ISO- 3104	6.0 Max - 2.0 Min	2.700
Calculated Cetane Index		ISO- 4264/D 86	Min 40	57.7
Sulphur Content	ppm	ISO- 8754	Max 500	84
Flash Point	deg C	ISO- 2719	60 Min	64.0
Hydrogen Sulphide (Liquid Phase)	mg/Kg	IP 570	Max 2.0	< 0.40
Acid Number, Total	mg KOH/g	ASTM D 664	Max 0.50	0.07
Oxidation Stability	g/M3	ASTM D 2274	Max 25	2.0
MCR on 10% Distillation Residue	% mass	ISO- 10370	Max 0.3	<0.10
Pour Point	deg C	ISO- 3016	Max -6	-9
Appearance		Visual	Clear & Bright	Clear & Bright
Ash Content	% mass	ISO- 6245	Max 0.01	<0.002
Lubricity	microns	ASTM D 6079	Max 520	410



(Handwritten signature of Manuel M. Tavisera Jr.)

Latest standard methods are used unless otherwise specified.
 Uncertainties apply in the evaluation of the test results. Where available and for convenience purposes, the tested sample has been checked for compliance with supplied specifications, without accepting any liability. In case of dispute or uncertainty, we refer to the interpretation of test results as defined in ASTM D3244, IP 367, ISO 4259 or GOST 33701

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Note: The specifications determined in this section are the preferred properties for reference. The Supplier may offer its own products and specifications for the review of the Client.

Especially, Supplier is requested to provide further details as available for example: air conditioning in operator’s room/cabin, power source for stationary units, lighting for night use, safety features including radiation protection shields, infrared barriers, safety interlocks, emergency stop buttons, dose rate monitoring device for the operator’s room/cabin, visual and/or audio alarm systems, etc.

SECTION 5
BILL OF QUANTITIES

SECTION-5: BILL OF QUANTITIES

BILL OF QUANTITIES					
PROJECT :		Mogadishu Port X-Ray Scanners (Container/Truck)			
EMPLOYER :		Mogadishu Port Authority as a representative of the Ministry of Ports and Marine Transport and Mogadishu Alport Corp. Albayrak-Somalia			
QUALIFIED ENGINEER :		HPC Hamburg Port Consulting GmbH and Sellhorn Ingenieurgesellschaft mbH J.V.			
SUPPLIER :					
ITEM	DESCRIPTION	Unit	Quantity	Unit Price (USD)	Total Price (USD)
1	Supply of X-Ray Scanner (CIF Mogadishu)	NOS	2		
2	2 (two) years of Warranty and Maintenance Period	LS	2		
4	Spare Parts (As detailed in Section 3: Scope of Works)	LS	2		
TOTAL CONTRACT PRICE (USD)					

This section should be completed in conjunction with all other sections of this Contract.

SECTION 6
AGREEMENT

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AGREEMENT

for

SUPPLY of two units X-RAY SCANNERS

This agreement together with the other Contract Documents forms the Contract for the Supply of two numbers of X-Ray Scanners 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 Supplier")

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 Ingenieurgesellschaft mbH J.V.

The Supplier:

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 Supplier 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: Bill of Quantities
- Section 6: Agreement
- Section 7: Letter of Tender

Work: Means all works, supplies and services, which must be carried out by the Supplier under this Contract.

X-Ray Scanners or Scanners: Means X-Ray Scanners to be delivered and installed in a fully operative and functioning status in accordance with this Contract.

SECTION-6: AGREEMENT

Site: Means the location where the X-Ray Scanners will be delivered.

Specifications: Means the document forming the “*Section 4: Specifications*”.

Schedule: Means the Schedule attached to this Contract.

Month: Means calendar month.

Day: Means calendar day.

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

Contractual Shipment Date: Means the date on which the X-Ray Scanners should be shipped from the Supplier to the Site.

Port of Origin: Means the port where the X-Ray Scanners will be transported from to the Site.

Price: Total Contract Price as detailed in “*Section 5: Bill of Quantities*” of this Contract.

Spare Parts: Meaning the spare parts to be provided for X-Ray Scanners as attached to this Contract.

Warranty Period: Meaning 2 (two) years of Warranty Period as its content and conditions are attached to this Contract.

Maintenance Period: Meaning 2 (two) years of Maintenance Period as its content and conditions are attached to this Contract.

Force Majeure: Shall mean an event or cause as defined under “*Clause 34*”.

Commissioning: Means the delivery of the X-Ray Scanners to the Employer at the Site. At that time the X-Ray Scanners has been fully assembled, erected, tested, is operational and has been accepted by the Employer with no comments whatsoever, or agreed deviations.

Factory Acceptance: Shall mean the acceptance at the Supplier’s factory of the X-Ray Scanners by testing all functions, including electrical, hydraulic & other components and performance of the X-Ray Scanners.

Final Acceptance: Final Acceptance shall mean the acceptance of the X-Ray Scanners by testing all functions, including electrical, hydraulic & other components and performance with the Employer upon Site commissioning as more detailed in “*Clause 35*” of this Contract

Final Acceptance Certificate: Shall mean the certificate issued by the Employer upon final completion of successful Commissioning and trial operation of X-Ray Scanners at Site.

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 of two numbers of X-Ray Scanners for Mogadishu Port** as detailed in “*Section 3: Scope of Work*” and as described in other sections of the Contract.

3. SCOPE OF WORK

Scope of the Work comprises the Supply of two numbers X-Ray Scanners in connection with Sections; Tender Notice, Scope of Works, Spare Parts, Specifications, Bill of Quantities, Schedule, Agreement, Instruction to Tenderers and Letter of Tender and any other Contract Documents included within this Contract.

4. SITE

Location: Mogadishu Port
City: Mogadishu
Country: SOMALIA

5. PRICE

Total Contract Price as detailed in “*Section 5: Bill of Quantities*” of this Contract.

6. SCHEDULE

The Supplier shall complete the Work as planned in Schedule. The Supplier shall submit detailed Schedule of Works to the Employer and attach to this Contract.

7. CURRENCIES OF PAYMENT

All payments shall be paid in US Dollars.

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 Supplier 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 Supplier 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 Supplier except the Customs in Mogadishu-Somalia.

13. WARRANTY BOND

The Supplier shall deliver Warranty Bond in the amount equal to %10 of the Total Contract Price. The Warranty Bond shall remain valid and enforceable until the Supplier obtains certificate of Final Delivery.

14. ADVANCE PAYMENT

Advance Payment is in the amount equal to 15% of the Total Contract Price (*Section 5: Bill of Quantities*). The Supplier shall receive the Advance Payment 15 days after signing the Contract. The Supplier shall provide Advance Payment Guarantee (Bond) in the amount equal to the Advance Payment prior to receive the Payment. Advance Payment Guarantee shall be valid and enforceable until the delivery of the X-Ray Scanners to the Site.

15. TRANSFER OF THE AGREEMENT AND SUBCONTRACTING

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

The Supplier 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 Supplier before the related Contract is concluded. Parties agree that the selection of a given Subcontractor as proposed by the Supplier to the Employer will not be unreasonably be opposed to by the Employer. For the Work which the Subcontractor is not known, the Supplier must obtain the agreement of the Employer and such an agreement not to be unreasonably withheld.

SECTION-6: AGREEMENT

Within 14 (fourteen) days after receiving the proposal of the Supplier, 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 15*) do not, in any way, discharge the Supplier from its tasks and responsibilities in accordance with the Agreement.

The Supplier 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 15*) does not entail any responsibility whatsoever on the part of the Employer.

16. **LIQUIDATED DAMAGES**

Delay of the Works: In case the Supplier is not able to complete the Work, which means obtaining the Final Acceptance Certificate, described in the Contract within the Schedule, the Employer shall be entitled to payment of Liquidated Damages by the Supplier in the amount of 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 5: Bill of Quantities of this Contract*).

Warranty and Maintenance Period: The Parties agree that in the event that one or more components of the X-Ray Scanners have to be replaced or maintained by the Supplier due to the content and the conditions of Warranty & Maintenance Period, the Supplier shall commence actions within 24 hours without any charge for the Employer.

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

17. **ADJUSTMENTS FOR CHANGES IN COST**

The Price in "*Section 5: Bill of Quantities*" and the amounts payable to the Supplier 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.

18. **PAYMENT SCHEDULE**

1. 15% of the Total Contract Price: Advance Payment
2. 35% of the Total Contract Price: After Factory Acceptance
3. 35% of the Total Contract Price: Delivery of the Work to the Site
4. 10% of the Total Contract Price: After Final Acceptance
5. 5% of the Total Contract Price: Upon Completion of Training

19. REMEDY OF DAMAGES, FAULTS AND INDEMNIFICATION

From the beginning of the Contract until obtaining Final Acceptance Certificate, the Supplier is fully responsible for the Work.

In the event of any damage, defect, faults or loss of any type whatsoever until the Final Acceptance Certificate is issued, which can be ascribed to the Supplier, which is done to the Work or part thereof, the Supplier shall repair or replace them at its own expense so that, at the time of the Final Acceptance, the X-Ray Scanners corresponds in every respect to the requirements of the Agreement.

The Supplier 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 Supplier.

20. INSURANCE

The Supplier shall commit himself to underwrite at his own expenses the all risk insurance necessary during the manufacturing, handling, transport, loading of the X-Ray Scanners from the Supplier's factory, loading safely on the transport vehicle, unloading and commissioning at the Site shall be under the responsibility of the Supplier. All Risk Insurance provided by the Supplier 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 Supplier, its employees and Subcontractors to any third parties. All the parties involved in the construction/erection of the X-Ray Scanners from Commencement Date until obtaining Final Acceptance Certificate, including, but not limited to the Collateral Agent are insured. Cross liability is included in the cover.

Thus, the Supplier 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 Supplier's third party liability insurance and provided that the Supplier is promptly notified of any such claims and such claims are not within the contractual responsibility of the Employer. The Supplier shall have the sole right to defend such claims at its own expense.

An Erection/fabrication All Risks insurance covering the X-Ray Scanners for their full contract value from the moment of starting the assembly/erection at the Supplier's premises till the moment of Final Acceptance at the Employer's premises.

A Cargo Insurance covering damages to X-Ray Scanners 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 Supplier will facilitate legal workmen's compensation insurance and related costs will be paid by the Supplier.

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

The Supplier 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 or equipment 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.

22. THE SUPPLIER'S PERSONNEL AT THE SITE

In connection with the execution, warranty and maintenance of the Work, the Supplier 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 Supplier's staff who are allowed to be present at Site shall strictly follow health & safety regulations and legislation. The Supplier 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.

23. MONTHLY PROGRESS REPORTS

The Supplier 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 Supplier to the Employer, if the Work is not progressing as planned. In such case, the Supplier shall justify the delay and also the proposals to remedy the lost time.

24. SUSPENSION OF THE WORK

In written from the Employer, the Supplier 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 Supplier 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 Supplier and the Employer engage themselves to renegotiate the Agreement for the Work on the basis of the new circumstances.

The Supplier and/or the Employer are free to request for settlement of disputes in accordance with *Clause 33* of this Agreement.

25. WARRANTY AND MAINTENANCE PERIOD

The content and the conditions of 2 (two) years Warranty and Maintenance Period shall be mutually agreed prior to signing the Contract. The content and the conditions of the agreed Warranty & Maintenance Period shall be documented as part of this Contract signed by both Parties.

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

Warranty and Maintenance Period shall start upon the receipt of Final Acceptance Certificate.

The cost and any expense involved due to this Clause (*Clause 25*) is included in the Price as shown in "*Section 5: Bill of Quantities*".

26. DELIVERY OF THE WORK

Until the Final Acceptance Certificate is issued, X-Ray Scanners shall be considered under the responsibility of the Supplier at all times, even while commissioning at the Site.

Although the Work includes two numbers of X-Ray Scanners, the procedure of commissioning will be applied separately for each individual X-Ray Scanners.

The Supplier shall be responsible for packing, lashing, tagging, marking and the shipment of the X-Ray Scanners at its own cost. Packing, tagging and marking are of the essence for the transport, handling, assembly, erection and commissioning at the Site. In case of faulty or negligent packing, tagging or marking, the Supplier shall be responsible for and shall bear all costs and expenses directly incurred by the Employer. In any event the Supplier shall be obliged to co-ordinate the packing and marking with the carrier nominated by the Employer and to follow their instructions.

The Supplier shall issue to the Employer the necessary shipping/export documents, commercial invoice and a packing list for the X-Ray Scanners enabling the Employer to follow the Contractual Shipment Date.

A Cargo Insurance covering damages to X-Ray Scanners during its transport (shipment, loading and unloading included) shall be borne by the Supplier.

27. FINAL DELIVERY OF THE WORK

After the Warranty and Maintenance Period of 2 (two) years, in accordance with the stipulations of this Contract, the Employer is obliged to submit a certificate of Final Delivery to the Supplier, provided that the Supplier has rectified all Warranty & Maintenance defects and punch list and that any Liquidated Damages in accordance with "Clause 16" have been settled in full. Minor defects that do not affect normal operation shall not reasonably be taken into account here.

28. TRAINING AND TRAINING PERSONNEL

The Supplier shall provide technical support, training (on-site & off-site) and training documentation regarding maintenance, operation and any other related information to the Employers representatives and relevant personal.

Number of Staff to be trained:

- 1- Operations Department:
Operator: 6 staff

- 2- Technical Services Department:
Mechanic: 1 staff
Hydraulic: 1 staff
Engine: 1 staff
Electrical and Electronic: 3 staff

Detailed training schedule shall be prepared by the Supplier as per the Employer requirements upon Commencement of the Contract.

The Supplier undertakes to submit the documents mentioned in this Clause (Clause 28) the Employer in due time. The Employer shall feedback or confirm to the Supplier after receiving the documents, manuals, drawings and any other documents etc. for reviewing within 14 days after submitted by the Supplier.

All documents which have to be submitted to the Employer, manuals and all documents which must later be used by the personnel of the Employer for the operation and maintenance of the X-Ray Scanners must be produced both in English and Turkish. The Supplier shall be able to arrange translation of manual, documents.

29. ASSISTANCE WITH OPERATION

During the Warranty and Maintenance Period, the Supplier shall, at the request of the Employer, provide the necessary technical assistance to his operation.

During the Warranty and Maintenance Period a qualified technician should enter into discussion by Online Call with the Employer's personnel reporting the X-Ray Scanners status at least once a month, and shall comment the remarks stated in each individual X-Ray Scanners log by the personnel of the Employer.

SECTION-6: AGREEMENT

During Warranty and Maintenance period, a qualified technician should be available for a first contact within 24 (twenty-four) hours after the call of the Employer.

After Final Acceptance, the Supplier shall respond to each request from the Employer for advice, recommendations and know-how in relation to the X-Ray Scanners, provided that the cost and expenses are included in the Price.

The cost and any expense involved due to this Clause (*Clause 29*) is included in the Price.

30. SPARE PARTS

The Supplier shall prepare the list of Spare Parts and attach to this Contract in detail as agreed by the Employer.

Types, numbers, frequency, technical properties and prices are clearly indicated.

31. 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 Supplier and by the Employer.

The Change shall not allow a prolongation of the delivery time without written agreement between the Parties. The Supplier 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 or not to make any extra work carried out by the Supplier.

In the event that an extra work is required by the Supplier, 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 Supplier 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 Supplier's default the Supplier 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 X-Ray Scanners. 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 and Maintenance Period apply to the extra work as those stated in the Agreement.

SECTION-6: AGREEMENT

In the event that the Supplier 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 Supplier under the same conditions by this Agreement.

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

The Supplier 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 Supplier 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 Supplier, 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.

Where disagreement arises in relation to a variation offer, the Parties shall use their best endeavors to negotiate the variation order and to try to settle the disagreement amicably.

32. TERMINATION OF AGREEMENT

The Employer is entitled to terminate the Contract in his totality or per individual X-Ray Scanners received, in the following circumstances:

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

In the event that the X-Ray Scanners do not meet the essential conditions which may be reasonably expected of them by this Contract and provided the Supplier is served notice of default by written letter from the Employer providing him three months to remedy such default and the Supplier has not been able to remedy such default during the given remedy period. In this case the Supplier shall be obliged to pay the amount for defects/defaults.

In case the Supplier is in delay with delivery of the X-Ray Scanners for more than fifty (50) calendar days after the contractual delivery dates as in the Schedule. In this case the Supplier 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 Supplier has become impossible for more than one-hundred-and-eighty (180) calendar days caused by force majeure. In this case the Supplier shall be obliged to return all amount paid previously by the Employer under this Contract.

33. 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 Supplier, 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 Supplier, 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.

34. 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 Supplier 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,

SECTION-6: AGREEMENT

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 34*).

If fulfillment of this Contract on the part of the Supplier has become impossible for more than one-hundred-and-eighty (180) calendar days caused by force majeure. In this case the Supplier 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 Supplier and this causes the termination of the Agreement, the Supplier shall reimburse the Employer all the payments received by the Supplier and the Supplier shall have the ownership of all the Work executed under the Agreement.

35. INSPECTIONS AND ACCEPTENCES

Factory Acceptance:

Prior to the delivery of the X-Ray Scanners, the Supplier must notify the Employer in writing that the factory acceptance for the X-Ray Scanners will be carried out. This notice shall contain the dates for the factory acceptance and the procedure for the factory acceptance test to be carried out.

The factory acceptance tests and procedures as proposed by the Supplier shall be reviewed and approved by the Employer. The Supplier shall adapt any change request in the procedure commented by the Employer.

If the factory acceptance shows the X-Ray Scanners not in accordance with this Contract, the Supplier will be required to rectify the deficiency without undue delay to ensure that the X-Ray Scanners are reasonably comply with this Contract. In case of defect which influence the safety of operability of the X-Ray Scanners, the factory acceptance should be repeated with reference to the specific defect.

Within the factory acceptance, the Supplier shall submit to the Employer reports on all tests provided.

SECTION-6: AGREEMENT

Notwithstanding with this Clause (*Clause 35*), if the factory acceptance shows minor deficiencies which do not affect safety or operability of the X-Ray Scanners the Employer shall be required to issue the factory acceptance certificate with comments. Whereas the Supplier shall remedy such defects without undue delay until the Final Acceptance.

The Supplier shall bear the cost and expenses related to factory acceptance tests & procedures also the Employer's costs of attending testing, including its travelling, accommodation and living expenses.

Final Acceptance:

The Final Acceptance shall be requested by the Supplier in writing and shall be issued by the Employer after each X-Ray Scanners is delivered to the Site and after each X-Ray Scanners is successfully commissioned.

The Final Acceptance procedures and test shall be proposed by the Supplier in a written form of Final Acceptance Request and shall be approved by the Employer, acting reasonably, before the Final Acceptance is carried out at the Site. The final acceptance request shall contain the date, procedures and tests for the Final Acceptance.

The Supplier shall remedy all defects which appear during the Final Acceptance by repair or replacement at its own costs and own discretion. With reference to the specific defect, the Final Acceptance should be repeated, if reasonable and desired by the Employer. The X-Ray Scanners should prove to provide all technical performance parameters as in content of this Contract.

36. CONFIDENTIALITY

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

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

37. MISCELLANEOUS

All letters, fax messages 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.

SECTION-6: AGREEMENT

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

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 Supplier.

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

The Supplier 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 Supplier relies on the accuracy of the data and other information related to the Site.

The Supplier guarantees to the Employer that the Work which is to be carried out in accordance with the Agreement are complete X-Ray Scanners, 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.

The Supplier

The Employer

Address:

Address:

The Supplier's Representative:

The Employer's Representative:

SECTION 7
LETTER OF TENDER

FEDERAL REPUBLIC OF SOMALIA
MOGADISHU PORT

EQUIPMENT PACKAGE-8 (E-8)

CARGO CONTROL EQUIPMENT – X-RAY SCANNER

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, Bill of Quantities and Letter of Tender for **Equipment Package-8 (E-8) CARGO CONTROL EQUIPMENT – X-RAY SCANNER.**

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: