Somali National University

Office Furniture and Decoration

Framework Agreement

(National Competitive Bidding)

Procuring Entity: The Somalia National University, Federal Government of Somalia

Framework Agreement Reference Number: SNU-FGS-OFF-01-2025

Country: Somalia

Date Issued: 19 April, 2025

Closing Date: 4 May, 2025

Subject: Invitation to Bid

The Somali National University (SNU), operating under the Federal Government of Somalia (FGS), is funded through allocations from the Government as well as internally generated revenue, primarily from student contributions.

A portion of this funding has been allocated for the procurement and delivery of Office Furniture and Decoration, to be implemented under a Framework Agreement for one year.

The Office Furniture and Decoration will be procured on an "as and when required" basis over a period of one (1) year, 2025 through Call-off Orders, in accordance with the terms and conditions set forth in the Framework Agreement.

Interested and eligible bidders are required to submit their bid documents in hard copy to the Procurement and Logistics Office at Shabelle Campus no later than 04:00 PM (Mogadishu time) on 4 May 2025. Late submissions will be automatically rejected.

Interested eligible bidders may download a complete set of bid documents from the Somali National University website: www.snu.edu.so and Facebook .

The bidding will be conducted under the National Competitive Bidding.

The base price of each item should include the FGS tax if applicable.

Quotations should cover all items listed in the Schedule of Requirement. Any partially completed Schedule of Requirements shall be deemed non-compliant and shall result in disqualification.

The bid validity should be valid for one hundred and twenty (120) days from the closing date of the bid.

Submitted bids will be opened immediately after the closing date/time.

Bids will be awarded based on a Framework Agreement.

The Purchaser shall issue Call-off Orders under this Framework Agreement in accordance with the procedures set out in the Somali Procurement Act 2015.

For clarifications, email procurement@snu.edu.so. Submit inquiries at least three (3) days before the bid deadline.

Section One - Instructions to Suppliers

A. Introduction

1. General	1.1 'Day' means a calendar day.

B. Invitation to Bid

2. Contents of the Invitation to Bid

2.1 This Invitation to Bid describes the procedure; the Goods and/or Services required; and the terms and conditions of the contract. It contains the following:

- Invitation to Bid
- Sample Bid Letter
- Sample Framework Agreement Provisions
- Schedule of Requirements with Base Price
- Sample Call-off Order
- Fraud and Corruption

2.2 The Supplier should examine the instructions, sample documents and specifications provided in the Invitation to Bid.

C. Bid Preparation

3.Language

3.1 The bid and all related correspondence should be in English.

4.Bid Documents

4.1 The bid should contain the following documents:

4.1.1 Valid Commercial license
4.1.2 Valid Tax Clearance Certificate (TCC) with Tax Identification Number (TIN)
4.1.3 Written Bid Letter – filled, dated, signed and stamped
4.1.4 Schedule of Requirements with Base Price Schedule- duly filled, dated, signed and stamped
4.1.5 Experience- At least three (3) similar works undertaken for the last three (3) years- Attach at least three (3) copies of contracts/POs
4.1.6 Bank statements for the last six (6) months
4.1.7 Company Profile- Detailed services provided by the company

5.Bid Price/Quotation

5.1 The Supplier shall complete the price schedule and quantities provided in the Invitation to Bid, specifying the characteristics of the Goods and/or Services, including unit prices for each item and the proposed delivery timeline for fulfilling the Framework Agreement.

6.Currency of the Bid

6.1 The prices are quoted in US Dollar.

7.Bid Validity

7.1 The bid price should remain valid for a minimum of one hundred and twenty (120) days from the closing date of the bid submission.

7.2 The Purchaser or Supplier may review this Framework Agreement at the midway point to assess its continued relevance and value for money, considering prevailing market conditions.

D. Amendment of Bid Documents

8.Issuance of Addendum	8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the bidding document by issuing addenda. 8.2 Any addendum issued shall be part of the bidding document and shall be published on Purchaser's website. 8.3 To give prospective bidders a reasonable time in which to take an addendum into account in preparing their bids, the Purchaser shall extend, as necessary, the deadline for submission of bids.

E. Submission of Bids

9. Submission of Bid Documents	9.1 Suppliers must submit their bid documents in hard copy to the Procurement and Logistics Office at Shabelle Campus, Columbia Road, Hamar Weyne, Mogadishu, Somalia.
10. Deadline for Submission of Bids	10.1 Bidding documents must be received by the Purchaser in hard copy at the Procurement and Logistics Office. 10.2 Any bid documents received by the Purchaser after the deadline will not be accepted.

F. Opening and Evaluation of Bids

11. Opening of Bids	11.1 The purchaser will open all bids received as indicated in the Invitation to Bid.
12. Evaluation of Bids	The evaluation shall be conducted in three sequential stages:

12.1 Stage One: Preliminary Evaluation

SN	Requirement
12.1.1	Physical Business Address- Supplier Name, Door/Building Number, Floor Number (if applicable), Building Name (if applicable), Street Name, District, City, Region, Country, Name and Email of Contact Person Must have a verified physical business address/presence in Mogadishu, which will serve as the site for supplying goods and/or offering services
12.1.2	Must submit valid Commercial License
12.1.3	Must submit valid Tax Clearance Certificate (TCC) with Tax Identification Number (TIN)
12.1.4	Must submit written Bid Letter- filled, dated, signed and stamped
12.1.5	Must submit Schedule of Requirements with Base Price- duly filled, dated, signed, and stamped

NOTE: None responsive bidders in preliminary evaluations shall be disqualified from further evaluations.

12.2 Stage Two: Technical Evaluation

SN	Requirement	Marks
12.2.1	Company Profile- Detailed services provided by the company	20
12.2.2	Experience- At least three (3) similar works undertaken for the last three (3) years- Attach at least three (3) copies of Purchase Orders/Contracts	50
12.2.3	Bank statements for the last six (6) months	30
TOTAL		**100**

NOTE: The minimum pass mark required to qualify for the financial evaluation stage is 70%. Applicants who do not meet this minimum pass mark will be disqualified at this stage.

12.3 Stage Three: Financial Evaluation

12.3.1 Bidders shall be ranked based on the evaluated total price of the Schedule of Requirements. The bidder offering the lowest total price shall be ranked first, followed by the second lowest, and so on.

12.3.2 Bidders are required to submit a duly completed Schedule of Requirements. Any partially completed Schedule of Requirements shall be deemed non-compliant and shall result in disqualification.

G. Bid Acceptance or Rejection

13. Purchaser's Right to Accept any Bid, and to Reject any or All Bids

13.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to notification Award, without thereby incurring any liability to bidders. In case of annulment, all bidders shall be notified.

G. Award of Contract

14. Award of Contract

14.1 The Purchaser will award contracts under the Framework Agreement to all bidders who pass the preliminary evaluation (pass/fail), achieve a minimum of 70% in the technical evaluation, and proceed to the financial evaluation stage, where ranking will be conducted based on their evaluated prices.

14.2 Call-off Orders shall be awarded based on the evaluated total price of the Schedule of Requirements. The bidder offering the lowest evaluated price shall be designated as the first-ranked supplier, the second lowest as the second-ranked supplier, and subsequent bidders ranked accordingly based on their evaluated prices.

14.3 The Purchaser shall carry out a Mini Competition among the Suppliers that will qualify for the Framework Agreement on Office Furniture and Decoration not captured in the bid document.

15.Notification of Award

15.1 Notification of the award will constitute the formation of the contract. The Notification will be sent to the supplier with the most responsive bid, inviting the supplier to Provide the Goods and/or Services in accordance with the conditions of the Invitation to Bid.

16.Signing of the Contract	16.1 Within fourteen (14) days following the notification of the award, the Purchaser and the Supplier will sign and date the contract.
17.Fraud and Corruption	17.1 The personnel of the Purchaser and the Suppliers should adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract. In pursuance of this principle, they should always abstain from corruption or fraudulent practices. Corruption and fraudulent practices are defined as follows: (i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution (ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract (iii) “Collusive practices” means a scheme or arrangement between two or more suppliers with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels The Purchaser will reject a proposal for award if it determines that the Supplier recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

Section Two: Sample Bid Letter

Date: [*insert bid submission date*]

Framework Agreement Name: Supply and installation of Office Furniture and Decoration
Framework Agreement Ref. No: SNU-FGS-OFF-1-2025

To: Abdullahi Hashi Hayle
Director of Procurement and
Logistics
Somali National University
Federal Government of Somalia
Mogadishu, Somalia

Having examined the documents regarding the Invitation to Bid for Framework Agreement, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply and installation of Office Furniture and Decoration in conformity with the said Invitation to Bid in alignment with prices ascertained in the Base Price Schedule included herewith and made part of the bid documents.

We undertake, if our bid is accepted, to provide the Goods and/or Services in accordance with the delivery date specified in the Schedule of Requirements.

We agree to abide by this bid for the period specified in the Invitation to Bid as of the closing date of the bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We hereby confirm that our bid includes quotations for all items listed in the Schedule of Requirements.

We confirm that we will respond to Call-off Orders within the specified timeline, provided we can meet the delivery date outlined in the respective Call-off Order.

Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest price or any bid you may receive.

Name: ____

Title: ____

Supplier: __________________________________

Date: _______/_________/_________

Signature: _______________

[*The bidder's authorized representative should fill, sign, date and stamp*]

Section Three: Sample Framework Agreement

Somali National University
Federal Government of Somalia

Framework Agreement Provisions (FAP)	Description
1. **Definitions**	The following words and expressions shall have the meanings hereby assigned to them: a) **"Somali National University, FGS"** means the Somali National University, Federal Government of Somalia b) **"Base Price"** is the Framework Agreement (FA) unit price prior to any price adjustment in accordance with FA Provision FAP 8. c) **"Business Day"** is any day that is an official working day of the Purchaser. It excludes the Purchaser's official public holidays. d) **"Call-off Order"** is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the provision of Good and/or Services. e) **"Closed Framework Agreement"** is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement. f) **"Commencement Date"** is the date this Framework Agreement is signed by both parties, being the commencement of the Term. g) **"Contract Price"** is the price payable to the Supplier as specified in each Call-off Order, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the contract. h) **"Day"** means calendar day. i) **"Goods"** refer to tangible, physical items or materials that are procured to meet specific needs. They can include a wide range of items such as equipment, machinery, raw materials, consumables, office supplies, and medical supplies. Goods are typically delivered and transferred in ownership to the Purchaser upon receipt. In procurement, the acquisition of goods often involves considering factors like cost, quality, and timeliness of delivery. j) **"Works"** include construction, repair, renovation, and maintenance activities related to infrastructure, buildings, or facilities. This also encompasses engineering, civil works, and related installation

	services. Works are typically more complex and involve phases such as planning, designing, construction, and inspection, and they usually require adherence to specific standards and regulations. The contracting for works often includes a clear scope, timeline, and specifications. k) **"Services"** refer to intangible support for expertise provided to fulfill a particular function or need. Services can range from professional services (e.g., consultancy, training, legal advice) to operational services (e.g., transportation, maintenance, cleaning). Unlike goods, services are not physical items but rather involve labor, expertise, or actions performed by a provider. Services are often evaluated based on the quality, skills, and reliability of the service provider, as well as the overall impact of the service provided. l) **"In Writing"** means communicated or recorded in written form. It includes, for example: mail, e-mail, fax or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features). m) **"Incoterms"** means the international commercial terms for goods published by the International Chamber of Commerce (ICC). n) **"Multi-User Framework Agreement"** means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Order, as specified in FAP 2.2. o) **"Purchaser"** is the Somali National University, FGS that is able to purchase Goods and Services from a Supplier under a Call-off Order awarded through a Framework Agreement. p) **"Purchaser's Country"** is the country specified in FAP 2.3. q) **"Related Services"** means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, excluding inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination**.** r) **"Responsible Agency**", when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity as the agency responsible for managing and administering the Framework Agreement for use by the participating Purchasers. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Responsible Agency.

	s) **"Secondary Procurement"** is the process by which the Purchaser awards a Call-off Order under this Framework Agreement to the Supplier offering the lowest evaluated price. t) **"Single-User Framework Agreement"** means a Framework Agreement where there is only one Purchaser, as specified in the FAP 2.2. u) **"Supplier"** means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Purchaser, from time to time, and as and when required, the Goods and/or Services, under Call-off Orders**.** v) **"Term"** means the duration of this Framework Agreement as described in FAP 2.5 starting on the Commencement Date. Where applicable, it includes any extension(s) to the Initial Term, if permitted in the FAP 2.6'
2. **Framework Agreement Specific Information**	This Framework Agreement covers the procurement of Office Furniture and Decoration on an as-needed basis. The Goods and/or Services are more fully described in the Schedule of Requirements with Base Price including, where applicable: a list of Goods, list of Services, Specifications, and base price. 2.1. This is a Single-User Framework Agreement. 2.2. The Purchaser's Country is Somalia**.** 2.3. The Framework Agreement, the Call-off Orders shall be governed by and interpreted in accordance with the laws of the Federal Government of Somalia*: "*the Purchaser's Country*".* 2.4. The term of this Framework Agreement is one (1) financial years, covering the period of 2025. 2.6 The Term may be extended, at the Purchaser's sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, the Purchaser shall give the Supplier no less than 20 days' notice, in writing, prior to the date on which the Framework Agreement would otherwise have expired. 2.7. The edition of Incoterms that shall apply is: Not Applicable 2.8 Any notice given by one party to the other pursuant to this Framework Agreement shall be In Writing using the quickest available method such as electronic mail. A notice shall be effective when delivered, or on the notice's effective date, whichever is later. 2.9. The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, including notices, are specified below. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any

	representative appointed shall be authorized to make decisions on the day-to-day operation of the Framework Agreement. 2.10. **Purchaser's Representative:** The name and contact details of the Purchaser's Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are: **Full Name:** Abdullahi Hashi Hayle **Title:** Director of Procurement and logistics **Purchaser:** Somali National University, Federal Government of Somalia **Location:** Mogadishu, Somalia **Tel:** +252-61 5737357 **E-mail:** procurement@snu.edu.so 2.11. **Supplier's Representative:** The name and contact details of the Supplier's Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are: **Full Name**: **Title**: **Supplier**: **Location**: **Tel**: **E-mail**:
3. **Framework Agreement Documents**	3.1. This Framework Agreement shall be read. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement. 3.2. This Framework Agreement comprises the following documents: (a) Invitation to Bid (b) Sample Bid Letter (c) Sample Framework Agreement Provisions (d) Schedule of Requirements with Base Price (e) Sample Call-of Order (f) Fraud and Corruption
4. **Supplier's Obligations**	4.1 The Supplier shall offer to supply to the Purchaser, the Goods and/or Services, described in the Framework Agreement, Schedule of Requirements with Base Price, for the term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.

	4.2 The Supplier shall respond to a Call-off Order from the Purchaser by either: (i) accepting the award of the Call-off Order, after assessing their ability to meet the Delivery Date indicated in the Call-off Order or (ii) promptly notifying the Purchaser of its inability or decision not to supply the Goods and/or Services specified in the Call-off Order. 4.3 The response timeline for Call-off Orders shall be determined on a case-by-case basis and specified in each Call-off Order. The timeline shall range from a minimum of 1 day (24 hours) to a maximum of 3 days (72 hours)., depending on the urgency and specific requirements of the Purchaser. 4.4 The Supplier shall provide the Purchaser with official receipts as confirmation of payment received from the Purchaser within five (5) calendar days of receiving such payment. 4.5 During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Goods and/or Services shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 4.4 (a) to 4.4 (c) below. The Supplier shall notify the Purchaser immediately, in writing, if it ceases to be qualified and/or ceases to be eligible, or the Goods and/or Services cease to be eligible. 4.6 The Goods and/or Services supplied under Call-off Orders that may be awarded by the Purchaser shall be: 4.6.1 of the quality, type and as otherwise specified in the Framework Agreement, Schedule of Requirements with Base Price 4.6.2 at the Contract Price specified in the Call-off Order; and 4.6.3 in such quantities, at such times and to such locations as specified in the Call-off Order. 4.7 The Supplier agrees that this Framework Agreement and any additional provisions set out in a Call-off Order, shall apply to the supply of Goods and/or Services. 4.8 Forced Labor The Supplier shall not employ or engage forced labor or persons subject to trafficking. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or

	receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation. 4.9 Child Labor The Supplier shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age). The Supplier shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work: 5 with exposure to physical, psychological or sexual abuse 6 underground, underwater, working at heights or in confined spaces 7 with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads 8 in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or 9 under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer. 9.1 Health and safety obligations The Supplier shall comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Specifications.
5. **Continued Qualifications and Eligibility**	5.1. The Supplier shall continue to have the nationality of an eligible country. A Supplier, shall be deemed to have the nationality of a country if the Supplier is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents. 5.2. All Goods and/or Services to be supplied under a Call-off Order and financed by the Somali National University, FGS shall continue to have their origin in eligible Countries**.** For this provision, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. Ineligible Countries, if any, are listed in **FAP 5.5** below. 5.3. To continue to be eligible the Supplier shall not have been sanctioned by the Government/Donor, pursuant to the Government's Anti-Corruption Guidelines.

	5.4. The Purchaser may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Order, and/or the termination of the Framework Agreement. 5.5. At the present time, firms, Goods and/or Services from the following countries are excluded from this Framework Agreement as being ineligible. [***none***].
6. **Contract Price**	6.1. The Price for each Call-off Order shall be determined by applying: the Base Price (unit price/s) stipulated in the **Framework Agreement**, subject to any adjustments specified in **FAPs 7 and 8**; and any additional price for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in Call-off Order.
7. **Adjustments for changes in Cost**	7.1. Adjustments **to the Base Price (unit prices) stipulated in the Framework Agreement:** 7.1.1 The unit price/s offered by the Supplier, as stipulated in the FA, shall apply to all Call-off Orders used in the Term of the FA. The unit price/s shall be subject to price adjustment **not more than 15% Plus** during a Secondary Procurement.
8. **Adjustments for Changes in Laws**	8.1. Unless otherwise specified in the Contract, if after the date of submission of bid, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.
9. **Warranty**	9.1. The Supplier warrants that all the Goods and/or Services are as per the specifications in the schedule of requirements. 9.2. The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of destination. 9.3. The period for repair or replacement after being notified of the defect by the Purchaser shall be 10 days. 9.4. The Supplier shall comply with any additional warranty obligation specified in the Call-off Order.

10.	**Copyright**	10.1. The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
11.	**Patent Indemnity**	11.1. The Supplier shall, subject to the Purchaser's compliance with 13.2 below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and (b) the sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract. 11.2. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in 13.1 above, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. 11.3. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. 11.4. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing. 11.5. The Purchaser shall indemnify and hold harmless the Supplier and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model,

		registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
12. **Limitation of Liability**	12.1.	Except in cases of criminal negligence or willful misconduct: (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and; (b) Under each Call-off Order, the aggregate liability of the Supplier to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the Call-off Order Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.
13. **Force Majeure**	13.1.	The Supplier shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Framework Agreement and/or a Call-off Order is the result of an event of Force Majeure.
	13.2.	For purposes of this provision, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, the acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes.
	13.3.	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
	13.4.	If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.
14. **Language**	14.1.	The language of this Framework Agreement, any Call-off Orders is ***English*.** Supporting documents and printed literature that are part

	of this Framework Agreement, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Orders, this translation shall govern. 14.2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
15. **Fraud and Corruption**	15.1. The Somali National University, FGS requires compliance with the Somalia's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures. 15.2. The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary or Secondary Procurement process or execution of a Call-off Order. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
16. **Records, Inspections and Audit**	16.1. The Supplier shall keep accurate and systematic accounts and records in respect of this Framework Agreement, (Mini Competitions if any), and any Call-off Orders, in such form and details as will clearly identify relevant time changes and costs. 16.2. The Supplier shall permit and shall cuse its personnel, to permit, the Somali National University, FGS and/or persons appointed by the Somali National University, FGS to inspect the site and/or the accounts, records and other documents relating to the Invitation to Bid process and/or execution of Contract. The Supplier's attention is drawn to **FAP 17** (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Somali National University , FGS's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Somali National University , FGS's prevailing sanctions procedures).
17. **Confidential Information**	17.1. The Purchaser and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.
18. **Change to the Framework Agreement**	18.1. Any change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.
19. **Assignment**	19.1. The Supplier shall not assign, in whole or in part, its obligations under this Framework Agreement and/or Call-off Order, without the prior written consent of the Purchaser.

20. **Termination of the Framework Agreement**	21,.1 Termination for Default: The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part: (i) if the Supplier fails to deliver any or all of the Goods and/or Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser; (ii) if the Supplier fails to perform any other obligation under the Contract; or (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, in competing for or in executing the Contract. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods and/or Services if applicable similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods and/or Services if applicable. However, the Supplier shall continue performance of the Contract to the extent not terminated. 21.2 Termination for Convenience (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: (i) *to have any portion completed and delivered at the Contract terms and prices; and/or* (ii) *to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and/or Services if applicable and for materials and parts previously procured by the Supplier.*
21. **Dispute Resolution in Relation to the Framework Agreement**	Contracts with National Supplier: 21.1. In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.

	21.2. Where parties have exhausted the process described in **FAP 22.1**, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral and split the costs of the adjudicator/. In appointing the adjudicator parties should agree whether or not the adjudicator's decision is to be final and binding. Contract with Foreign Supplier: 21.3. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
22. **Taxes and Duties**	22.1. The Supplier shall be solely responsible for all taxes, duties, stamps duties, license fees, and any other levies associated with the supply and/or provision of Goods and/or Services, whether incurred within or outside the Purchaser's Country. 22.2. Where exemptions, reductions, allowances, or privileges for such taxes or duties are available in the Purchaser's Country, the Purchaser shall endeavor to facilitate the Supplier's access to these benefits to the maximum extent permissible under applicable laws..
23. **Terms of Payment**	23.1. One hundred percent (100%) of the Call-off Order price shall be paid within one hundred and twenty (120) days of receipt of the Goods and/or Services. 23.2. The Supplier shall submit invoices, receipts, updated Registration and Tax Clearance Certificates, and, where applicable, Delivery Notes. All required documents shall be submitted **within five (5) calendar days** of completing the Call-off Order and are a prerequisite for payment processing.

Schedule of Requirements with Base Price: Supply and installation Office Furniture and Decoration				
SN	**Description**	**Unit of Measurement**	**Quantity**	**Unit Price**
Office Furniture and Decoration				
	Office Seating Furniture			
1.	Executive Chair (Boss Chair)	Pcs	1	
2.	Manager Chair	Pcs	1	
3.	Secretary Chair	Pcs	1	
4.	Task Chair (Swivel Chair)	Pcs	1	
5.	Ergonomic Mesh Chair	Pcs	1	
6.	Visitor / Guest Chair	Pcs	1	
7.	Meeting / Conference Chair	Pcs	1	
8.	Stackable Chair (for Events or Extra Seating)	Pcs	1	
9.	Training Room Chair (with Writing Pad)	Pcs	1	
10.	Sofa set	Pcs	1	
11.	Seat Office Guest Reception Chairs	Pcs	1	
	Office Desks and Tables			
12.	Executive Office Desk	Pcs	1	
13.	L-Shaped Desk 1.6m	Pcs	1	
14.	L-Shaped Desk 1.8m	Pcs	1	
15.	L-Shaped Desk 2m)	Pcs	1	
16.	Standard Straight Office Desk 1.6M	Pcs	1	
17.	Adjustable Height Desk (Sit-Stand) 1.6m	Pcs	1	
18.	Reception Desk / Counter	Pcs	1	
19.	2-person workstation desk	Pcs	1	
20.	Meeting Table (3m)	Pcs	1	
21.	Meeting Table (6m)	Pcs	1	
22.	4person Round Discussion Table	Pcs	1	
23.	Folding / Portable Table 1.6	Pcs	1	
24.	Coffee table – Small	Pcs	1	
25.	Coffee table - Big	Pcs	1	
	Storage Furniture			
26.	Filing Cabinet (4 Drawers)	Pcs	1	
27.	Office Cupboard 5door	Pcs	1	
28.	Office Cupboard 3door	Pcs	1	
29.	Office Cupboard 2door	Pcs	1	
30.	Bookshelf / Shelves 1.80*0.80*0.35	Pcs	1	
31.	2-Door Locking Storage Cabinet	Pcs	1	
32.	**Ceiling Decoration**			
33.	$1M^2$			
34.	**Wall decoration**			
35.	$1M^2$			
			TOTAL	

Sample Call-off Order

FA Name	
FA Ref. No.	
FA Date	
Call-off Order Ref. No.	
Call-off Order Date	
Delivery Site(s)/Destination(s)	
Delivery Date	

Purchaser	**Supplier**
Somali National University Federal Government of Somalia Shabelle campus ,Columbia Rd, Hamar Weyne, Tel: +252 615737357 Email: Procurement@snu.edu.so	

Ref. #	Description	UoM	Quantity	Frequency	Unit Price	Total
[insert Ref. #]	*[Description]*		*[Number]*	*[Number]*	*[Price]*	*[Amount]*
TOTAL						

Approved by (on behalf of the Purchaser)
Abdullahi Hashi Hayle Director of Procurement and Logistics Somali National University Federal Government of Somalia Date: Signature:

Fraud and Corruption

1. Purpose
   1.1 The Somalia National Anti-Corruption Guidelines and this appendix apply concerning procurement under anti-corruption and mainstreaming of institutional level.
2. Requirements
   2.1 The Somalia national anti-corruption requires that bidders (applicants/proposers), consultants, contractors, and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of contracts, and refrain from Fraud and Corruption.
   2.2 To this end, the guideline:
      a. Defines, for the purposes of this provision, the terms set forth below as follows:
         I. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
         II. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation.
         III. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
         IV. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
         V. "Obstructive practice" is:
            i. deliberately destroying, falsifying, altering, or concealing evidence material to the investigation or making false statements to investigators to materially impede An investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
            ii. acts intended to materially impede the exercise of inspection and audit rights provided for under Somalia's anti-corruption guideline.
      b. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, if it deemed at any time that representatives of the of a recipient of any part of the procurements are engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the to address such practices when they occur, including by failing to inform the relevant authorities in a timely manner at the time they knew of the practices.

c. according to the Somalia Anti-Corruption Guidelines and in accordance with the act and the prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from Somalia-financed contract, financially or in any other manner; (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a financed contract; and (iii) to receive the proceeds of any loan made through government of Somalia or otherwise to participate further in the preparation or implementation of any financed project.

d. Requires that a clause be included in bidding documents and in contracts financed by government of Somalia requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the government of Somalia to inspect all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the government of Somalia.

End