

Request for Proposal

Behind Turkish Polytechnic
Waberi District
Somalia

6 October 2026

To interested companies

Request for Proposal No.: RFP-SOM-CO-25-006 - Consultancy to Review Existing Water Sector Policies, Regulations and Guidelines, and Facilitate Policy Review Workshops in Afmadow Corridor, Jubaland State, Somalia

Dear Sir/Madam:

The Danish Refugee Council (DRC) has received a grant from Several Donors (Including SDC and DANIDA) for the implementation of the humanitarian aid operation entitled Water for Resilience Program, in Somalia. Part of this operation is the consultancy services to review existing Water Sector Policies, Regulations and Guidelines as well as Facilitate Policy review Workshops within Corridor 1 of the Project in **Afmadow, Jubaland State**.

Therefore, the DRC requests you to submit your proposal. Please be guided by this RFP and the attached Terms of Reference (TOR) Annex H.

Your proposal must be expressed in English Language and valid for a minimum period of 60 days.

I. TENDER DETAILS

The Tender details are as follows:

Line	Item	Time, date, address as appropriate
1	RFP published	6 October 2026
2	Closing date for clarifications	13 October 2026 - 11:59PM (East African Time)
3	Closing date and time for receipt of Tenders	20 October 2026 – 11:59PM (East African Time)
4	Tender Opening Location	To be Confirmed
5	Tender Opening Date and time	22 October 2026 – 10:00 AM (East African Time)

PLEASE NOTE: NO BIDS WILL BE ACCEPTED AFTER THE ABOVE CLOSING TIME AND DATE

II. IMPORTANT INFORMATION REGARDING THIS RFP:

- This RFP is launched for the purpose of establishing a contract with the provider for the consultancy services for **Review Existing Water Sector Policies, Regulations and Guidelines, and Facilitate Policy Review Workshops in Afmadow, Jubaland State, Somalia**
- DRC may choose to cancel the contract if deemed necessary.
- The expected duration of this service shall be *5 Weeks*, and the final delivery of the services shall not exceed the Stated Duration. DRC may terminate the contract if the consultant fails to deliver services on time.
- No advance payment will be paid to the awarded supplier. The awarded supplier is expected to mobilize its own resources for the provision of the contracted services.

III. SELECTION AND AWARD CRITERIA

The criteria for awarding contracts resulting from this Tender is based on 'best value for money'. For the purpose of all tenders DRC defines best value for money as:

Best value for money should not be equated with the lowest initial bid option. It requires an integrated assessment of technical, organizational and pricing factors in light of their relative importance (i.e., reliability, quality, experiences, and reputation, past performance, cost/fee realism, delivery time, reasonableness, need for standardization, and other criteria depending on the item to be procured).

For all bids deemed technically compliant as per the specification stipulated in Annex H – Terms of Reference (TOR), DRC will give a weighted combined technical and financial score. The weighted score will determine the contract award.

A. Administrative Evaluation

A bid shall pass the administrative evaluation stage before being considered for technical and financial evaluation. Bids that are deemed administratively non-compliant may be rejected. Documents listed below shall be submitted with your bid.

#	Annex #	Document	Instructions
1		Technical Proposal	Bidder is Expected to Provide A technical proposal (maximum 10 pages) outlining understanding of the assignment, proposed methodology, workplan, and team composition/CVs <u>(Mandatory Document)</u>
2	A.2	Bid Form (Financial)	Submit the Financial bid envelop <i>Note: Financial bid should be separated from the technical bid. To be taken in consideration all the sections must be completed, signed and stamped. Bids can be submitted in a the bidders own template.</i> <u>(Mandatory Document)</u>
3	B	Tender and Contract Award Acknowledgement Certificate	Complete ALL sections in full, sign, stamp and submit <u>(Mandatory Document)</u>
4	C	General Conditions of Contract	Reference documents: Read and familiarize (will be required at the signing of the contract).
5	D	Supplier code of conduct	Sign, stamp and submit <u>(Mandatory Document)</u>
6	E	Supplier Profile and Registration Form	Complete ALL sections in full, sign, stamp and submit <u>(Mandatory Document)</u>
7	F	Consultant Declaration form	Reference documents: Read and familiarize (will be required at the signing of contract). <u>(Mandatory Document)</u>
8	G	List of References	Complete ALL Sections in full, sign, stamp and submit. <u>(Mandatory Document)</u>
9	H	Terms of Reference	Bidders to Read and Submit a signed copy to demonstrate understanding of the TOR <u>(Mandatory Document)</u>
Legal Documents			

		Business Registration Certificate	The Firm must provide a valid business registration permit, Issued by the relevant Authorities in the Location <u>(Mandatory Document)</u>
		Tax Compliance Certificate	The Firm should provide a valid Tax Compliance certificate from the country of domicile <u>(Mandatory Document)</u>

B. Technical Evaluation

To be technically acceptable, the bid shall meet or exceed the stipulated requirements and specifications in the RFP. A Bid is deemed to meet the criteria if it confirms that it meets the conditions, procedures and specifications in the RFP without substantially departing from or attaching restrictions with them. If a Bid does not technically comply with the RFP, it will be rejected.

The technical criteria for this RFP and their weighting in the technical evaluation are:

#	Technical Criteria	Total weighting to be awarded
Bidder is Expected to Provide A technical proposal (maximum 10 pages) outlining understanding of the assignment, proposed methodology, workplan, and team composition/CVs alongside the below requirements in the technical Criteria		
1.	Consultant qualifications and relevant experience (documented by CVs and work samples).	40%
	- General experience in water sector policy and regulatory analysis, governance or WASH sector reform (min. 7 years; 7–10 years required in ToR Section 8), including in fragile or conflict-affected contexts. <u>Please provide the Lead Consultant's CV (and the firm profile, if applicable) detailing years of experience and relevant assignments.</u> <u>Scoring Matrix:</u> - Lead Consultant/team with more than 10 years of relevant experience – 10 Marks 8–10 years of relevant experience – 7 Marks 7 years of relevant experience (minimum requirement) – 5 Marks 5–6 years of relevant experience – 4 Marks - Less than 5 years of relevant experience – 1 Mark	10%
	- Relevant sectoral experience in conducting legal, policy or regulatory reviews and facilitating multi-stakeholder workshops involving government, private sector and community actors, with experience in Somalia/Jubaland or comparable Horn of Africa fragile contexts. <u>Please provide at least two (2) samples of similar previous work (e.g., policy/regulatory review reports), completed within the last 5 years for an LNGO, INGO, UN agency or government/donor-funded programme.</u> <u>Scoring Matrix:</u> 4 or more relevant samples shared, including at least one in Somalia/Jubaland – 10 Marks	15%

	- o 3 relevant samples shared, at least one in Somalia or a comparable fragile context – 7 Marks - o 2 relevant samples shared (minimum requirement) – 5 Marks - o 2 samples shared but only partly relevant (e.g., not policy/regulatory reviews or workshop-based) – 4 Marks - o 1 or no sample of previous work shared – 1 Mark	
	• Qualifications and relevance of the proposed Lead Consultant and associate consultant. <u>Please provide the CVs of the proposed team members.</u> i. Lead Consultant – advanced degree (Master’s or above) in water resources management, public policy, law, governance, engineering or a related field; 7–10 years of relevant experience in water sector policy and regulatory analysis, governance or WASH sector reform; demonstrated experience facilitating multi-stakeholder workshops; strong working knowledge of Somalia’s water governance architecture (Federal MoEWR, MoEWR – Jubaland, the Jubaland Water Agency, the National Transformation Plan); fluency in English and, preferably, working Somali; demonstrated conflict-sensitive, gender-responsive and socially inclusive practice. Experience with climate resilience/adaptive service delivery and PPP frameworks is an asset. ii. Associate Consultant (local) – preferably based in, or with established access networks in, the Kismayo/Afmadow/Jubaland area; data management and workshop facilitation background; working proficiency in Somali; established relationships with local institutions to ensure access, language capacity and security awareness. <u>Scoring Matrix:</u> - o Lead Consultant exceeds the minimum requirements in qualifications and/or years of experience; the associate meets or exceeds requirements; CVs demonstrate strong, directly relevant policy/regulatory and workshop-facilitation experience, strong Somalia/Jubaland knowledge and proven work in access-constrained settings – 10 Marks - o Lead Consultant and associate meet all minimum requirements, and either exceeds requirements in years of experience or shows particularly strong directly relevant expertise (e.g., prior Jubaland engagement); no significant gaps – 7 Marks - o Lead Consultant and associate meet the stated minimum qualifications and years of experience; CVs show adequate experience relevant to their roles – 5 Marks - o Lead Consultant meets the minimum requirements but the associate falls slightly below (or no associate is proposed) and/or there is limited Somalia/Jubaland or access-constrained experience – 4 Marks - o Lead Consultant does not meet the minimum qualifications or years of experience, or the CVs do not demonstrate sufficient relevance to deliver the assignment – 1 Mark	15%
2.	Proposed services (documented by the technical proposal, maximum 10 pages). <i>The Bidder is expected to provide a Technical Proposal that clearly responds to the scope of this consultancy as detailed in the Terms of Reference (ToR). Specifically, the following elements will be reviewed and scored as part of the technical evaluation:</i>	60%
	Understanding of the assignment and quality of the proposed methodology: the proposal will be assessed across the following 5 areas: • Understanding of context and ToR objectives: W4R’s market systems development (MSD) approach and Output 5/Activity 3.5.1; Jubaland’s federal–	35%

	state–district governance and the Afmadow, Dhobley, Kismayo and Belet Hawo setting; how policy and regulation shape private-sector incentives, investment and PPP arrangements. • Desk-based mapping and gap analysis: approach to compiling the inventory of laws, policies, regulations, tariff frameworks, licensing regimes, PPP guidelines and SOPs, and assessing them against the seven thematic areas (governance and mandates; oversight, licensing and enforcement; tariffs and affordability; private sector participation and PPPs; climate resilience and adaptive/multi-use delivery; inclusion and accountability; finance and investment enabling environment). • Key informant consultations and political-economy lens: stakeholder coverage (MoEWR – Jubaland, Jubaland Water Agency, district authorities, WSPs/utilities, O&M operators, CWMCs, water truckers), and a credible conflict-sensitive approach to clan dynamics and cross-border tensions over water, including how field access will be coordinated through DRC’s security protocols. • Analysis, triangulation and recommendations: how desk, KII and workshop evidence will be triangulated into a prioritized, sequenced set of recommendations that distinguish quick wins from longer-term reforms, revision of existing instruments from new instruments, and identify reform owners and W4R’s facilitative role. • Quality assurance, inclusion and safeguarding: gender-responsive and inclusive participation (women, youth, persons with disabilities, minorities), data protection and confidentiality, PSEAH and do-no-harm measures, and report quality control. <u>Scoring Matrix:</u> ○ <i>Proposal provides a clear, detailed, feasible and well-integrated approach across all 5 areas, strongly contextualized to Jubaland/Afmadow, with clear explanation of data sources, sequencing, stakeholder coverage, triangulation and quality assurance, and a credible conflict-sensitive approach – 10 Marks</i> ○ <i>Proposal adequately addresses all 5 areas, with particularly strong detail or added value in at least 2–3 areas; approach is feasible and coherent with only minor gaps – 7 Marks</i> ○ <i>Proposal adequately addresses all 5 areas, is feasible and aligned with the ToR, but does not demonstrate substantial additional depth or Jubaland-specific contextualization – 5 Marks</i> ○ <i>Proposal addresses only 4 of the 5 areas, or covers all areas with noticeable weaknesses in clarity, feasibility, depth, contextualization or triangulation – 4 Marks</i> ○ <i>Proposal addresses 3 or fewer of the 5 areas, is largely generic or unclear, or fails to demonstrate an appropriate and feasible approach to the review and workshops – 1 Mark</i>	
	Realistic and well-structured work plan and workshop design/facilitation approach: assessed on (a) a detailed workplan that delivers D1–D6 within the 5-week timeframe with clear sequencing and milestones aligned to the payment schedule; (b) design of the two (2) Policy Review Workshops ; Workshop 1 (Policy & Regulatory Gap Identification) and Workshop 2 (Validation and Recommendations) — including agenda, participant mix (government, regulators, WSPs, CWMCs, women and youth, financial actors), facilitation methods and workshop reports; and (c) a realistic plan for field travel to Corridor 1 and coordination with DRC on logistics and security, working within DRC-managed workshop logistics. <u>Scoring Matrix:</u> ○ <i>Detailed, realistic and well-structured workplan within the 5-week timeframe, clearly sequenced; workshop design is thorough, participatory</i>	25%

	<i>and inclusive; field access/security coordination and the division of responsibilities with DRC are clearly and realistically addressed – 10 Marks</i> - o <i>Workplan within 8 weeks and well structured; workshop design is sound with minor gaps in participation, facilitation detail or field/security planning – 7 Marks</i> - o <i>Workplan within 8 weeks but less detailed or lacking clear sequencing of activities/deliverables; workshop design is generic – 5 Marks</i> - o <i>Detailed workplan but the proposed timeline exceeds the required 8 weeks, or workshop/field arrangements are unrealistic or ignore DRC's logistics and security role – 4 Marks</i> - o <i>Workplan is unclear, unrealistic or non-compliant with the timeframe, and workshop design is missing or inadequate – 1 Mark</i>	
	Summary of technical weighting (ToR Section 11)	100%
	• 1. Consultant qualifications and relevant experience (10% + 15% + 15%) – 40% • 2a. Understanding of the assignment and methodology – 35% • 2b. Work plan and workshop design/facilitation approach – 25%	Technical total: 100%

Please note that bids shall respond to all criteria, or their bid may be disqualified.

C. Financial Evaluation

All bids that pass the Technical Evaluation will proceed to the Financial Evaluation. Bids that are deemed technically non-compliant will not be financially evaluated.

Any discrepancy between the unit price and the total price shall be re-computed by DRC, and the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the final price based on DRC's re-computation and correction of errors, its Bid will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by DRC after it has received the Proposal.

IV. TENDER PROCESS

The following processes will be applied to this Tender:

- Tender Period
- Tender Closing
- Tender Opening
- Administrative Evaluation
- Technical Evaluation (1 or 2 round(s) for shortlisted bidders)
- Financial Evaluation
- Contract Award
- Notification of Contract Award

V. SUBMISSION OF BIDS

Bidders are solely responsible for ensuring that the full bid is received by DRC in accordance with the RFP requirements, prior to the specified date and time mentioned above. DRC will consider only those portions of the bids received prior to the closing date and time specified.

Beyond the DRC Bid Form, the following documents shall be contained with the bid:

- **All Documents requested in Annexes A and B of this document**

Bids not received before the indicated time and date as set forth on page 1, or delivered to any other email address, or physical address will be disqualified.

Bids submitted by mail, email, or courier by so is at the Bidders risk and DRC takes no responsibility for the receipt of such Bids.

Bidders are solely responsible for ensuring that the full Bid is received by DRC in accordance with the RFP requirements.

A. Hard Copy:

Hard copy Bids shall be separated into 'Financial Bid' and 'Technical Bid':

- The Financial Bid shall only contain the financial bid form, Annex A.2
- The Technical Bid shall contain all other documents required by the tender as mentioned in section A. Administrative Evaluation but excluding any pricing information.

Each part shall be placed in a **sealed** envelope, marked as follows:

RFP No.: **RFP-SOM-CO-2026-006**
TECHNICAL BID
Bidder Name:

RFP No.: **RFP-SOM-CO-2026-006**
FINANCIAL BID
Bidder Name:

Both envelopes shall be placed in an outer **sealed** envelope, addressed, and delivered to:

RFP No.: **RFP-SOM-CO-2026-006**
**Hard Copy Bids can be submitted to
any of the DRC Offices in Somalia**

B. Email submission

Bids can be submitted by email to the following dedicated, controlled, & secure email address:

Tender.som@drc.ngo

When Bids are emailed, the following conditions shall be complied with:

- **The RFP number shall be inserted in the Subject Heading of the email**

- **Separate emails shall be used for the 'Financial Bid' and 'Technical Bid', and the Subject Heading of the email shall indicate which type the email contains**
 - The financial bid shall only contain the financial bid form, Annex A.2
 - The technical bid shall contain all other documents required by the tender, but excluding all pricing information
- Bid documents required, shall be included as an attachment to the email in PDF, JPEG, TIF format, or the same type of files provided as a ZIP file. Documents in MS Word or excel formats, will result in the bid being disqualified.
- Email attachments shall not exceed 4MB; otherwise, the bidder shall send his bid in multiple emails.

Failure to comply with the above may disqualify the Bid.

DRC is not responsible for the failure of the Internet, network, server, or any other hardware, or software, used by either the Bidder or DRC in the processing of emails.

DRC is not responsible for the non-receipt of Bids submitted by email as part of the e-Tendering process.

Bids can be submitted in one of two ways; hardcopy or electronically. If the Bidder submits a Bid in both Hardcopy and electronically, DRC will choose the version that is the most advantageous to DRC.

VI. COMPLETION OF BID FORM

A. Prices Quoted

Any discount offered shall be included in the Bid price.

B. Currency

The currency of the Bid shall be in *USD*. No other currencies are acceptable.

C. Language

The Bid Form, and all correspondence and documents related to this RFP shall be in English *Language*.

D. Presentation

Bids shall be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations shall be initialed by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules which are unnecessary for your offer. All documentation shall be written in English Language. All Bids shall be signed by a duly authorized representative of the Bidder.

E. Split Awards

DRC reserves the right to split awards.

F. Validity Period

Bids shall be valid for at least the minimum number of days specified in the RFP (Annex B and Annex A1, A2) from the date of Bid closure. DRC reserves the right to determine, at its sole discretion, the validity period in respect of Bids which do not specify any such maximum or minimum limitation.

VII. ACCEPTANCE

DRC reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is a) not clear; b) incomplete in any material detail such as specification, terms delivery, etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the RFP Closure.

VIII. AWARD OF CONTRACTS

This RFP does not commit DRC to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services. Any bid submitted will be regarded as an offer made by the Bidder and not as an acceptance by the Bidder of an offer made by DRC. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of DRC and the successful Bidder.

DRC may award contracts for part quantities or individual items. DRC will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened. DRC reserves the right to cancel any RFP, to reject any or all Bids in whole or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future DRC RFPs.

IX. CONFIDENTIALITY

This RFP or any part hereof, and all copies hereof shall be returned to DRC upon request. This RFP is confidential and proprietary to DRC, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of DRC, except that Bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the RFP, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this RFP.

X. COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT

Bidders and their employees, officers, advisers, agent or sub-contractors shall not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

- The preparation of submission of Bids,
- The clarification of Bids,
- The conduct and content of negotiations,
- Including final contract negotiations,

In respect of this RFP or procurement process, or any other procurement process being conducted by DRC in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to DRC, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

XI. IMPROPER ASSISTANCE

Bids that, in the sole opinion of DRC, have been compiled:

- With the assistance of current or former employees of DRC, or current or former contractors of DRC in violation of confidentiality obligations or by using information not otherwise available to the public or which would provide a non-competitive benefit,
- With the utilization of confidential and/or internal DRC information not made available to the public or to the other Bidders,

- In breach of an obligation of confidentiality to DRC, or contrary to these terms and conditions for submission of a Bid, shall be excluded from further consideration.

Without limiting the operation of the above clause, a Bidder shall not, in the absence of prior written approval from DRC, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this RFP was an official, agent, servant, or employee of, or otherwise engaged by, DRC and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this RFP relates.

XII. CORRUPT PRACTICES

DRC has zero tolerance for corruption.

The Bidder represents and warrants that neither it nor any of its potential subcontractors are engaged in any form of corruption, defined by DRC as the misuse of entrusted power for private gain.

This definition is not limited to interactions with public officials and covers both attempted and actual corruption, as well as monetary and non-monetary corruption. The definition includes, but is not limited to, corruption in the form of: facilitation payments, bribery, gifts constituting an undue influence, kickbacks, favouritism, cronyism, nepotism, extortion, embezzlement, misuse of confidential information, theft, and various forms of fraud, such as forgery or falsification of documents, and financial or procurement fraud. No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – directly or indirectly – as an inducement or reward in relation to activities funded by DRC, including tendering, award or execution of contracts. DRC reserves the right, without prejudice to any other right or remedy available to it, according to any violation of this clause to immediately reject the submitted offer, and to take such additional action, civil and/or criminal, as may be appropriate.

The Bidder agrees to accurately communicate DRC's policy with regards to Anti-Corruption to Third Parties. The Bidder furthermore agrees to inform DRC immediately of any suspicion or information it receives from any source alleging a violation of this policy to the contact details of the specific DRC country operations via www.drc.dk/where-we-work, or via DRC's Code of Conduct Reporting Mechanism: www.drc.dk/relief-work/concerns-complaints/code-of-conduct-reporting-mechanism. Reports of suspected corruption can also be reported directly to DRC HQ at c.o.conduct@drc.dk.

XIII. CONFLICT OF INTEREST

A Bidder shall not, and shall ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of DRC and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any DRC contract a conflict of interest arises, or appears likely to arise, the Bidder shall notify DRC immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of DRC, or cases in which any DRC official, employee or person under contract with DRC may have, or appear to have, an interest of any kind in the Bidder's business or any kind of economic ties with the Bidder. The Bidder shall take steps as DRC may reasonably require, to resolve or otherwise deal with the conflict to the satisfaction of DRC.

XIV. WITHDRAWAL/MODIFICATION OF BIDS

Requests to withdraw a Bid after the Bid Closure Time shall not be honoured. If the selected Bidder withdraws its Bid, DRC shall duly register the said Bid and shall evaluate it alongside all other received Bids. If the selected Bidder has furnished a Bid security, DRC shall withhold such Bid security until the issue has been resolved.

Withdrawal of a Bid may result in your suspension or removal from the DRC suppliers List.

A Bidder may modify its Bid prior to the RFP closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the RFP closure.

XV. LATE BIDS

All Bids received after the RFP closure will be rejected.

XVI. OPENING OF THE RFP

The Tender Opening will take place at the time and location stated above.

Any attempt by a Bidder to influence the Evaluation Committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence DRC in its decision concerning the award of the contract will result in the immediate rejection of the tender.

XVII. CONDITIONS OF CONTRACT

All Bidders shall acknowledge that the DRC General Conditions of Contract or the Special Conditions of Contract, as applicable, are acceptable.

XVIII. CANCELLATION OF THE RFP

In the event of an RFP cancellation, Bidders will be notified by DRC. If the RFP is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders.

The RFP may be cancelled in the following situations:

- where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the project impossible;
- all technically compliant Bids exceed the financial resources available; or
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

DRC shall not be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an RFP, even if DRC has been advised of the possibility of damages. The publication of a procurement notice does not commit DRC to implement the programme or project announced.

XIX. QUERIES ABOUT THIS RFP

For queries on this RFP, please contact the Procurement department, drcsomsupplychain@drc.ngo.

All questions regarding this RFP shall be submitted in writing to the above. On the subject line, please indicate the RFP number. **Bids shall not be sent to the above email.**

All questions during the tender period, as well as the associated answers, will be shared with all suppliers invited, or for open tenders published at: www.somalijobs.net

XX. RFP DOCUMENTS

This RFP document contains the following:

1. This covering Letter
2. Annex A: DRC Bid Form – The Consultant may use their own forms to provide the financial Bid
3. Annex B: Tender and Contract Award Acknowledgment Certificate
4. Annex C: DRC General Conditions of Contract
5. Annex D: DRC Supplier Code of Conduct
6. Annex E: Supplier Profile and Registration
7. Annex F: Consultant Declaration Form
8. Annex G: List of References
9. Annex H: Terms of Reference

Under DRC's Anticorruption Policy Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. DRC will reject a Bid if it determines that the Bidder recommended for award, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

Yours sincerely

Tender and Contract Award Acknowledge Certificate

This attachment shall be signed and submitted with the Bid

1. In compliance with the RFP Instructions and General Conditions of Contract, we the undersigned, offer to furnish some or all the items quoted for, at the prices entered in the attached DRC Bid Form No *RFP-SOM-CO-2026-006*, delivered to the destination specified therein.
2. We accept the terms and conditions set forth in the RFP Letter and the following requirements have been noted and will be complied with where applicable:
 - a. We confirm that for any offer made where the delivery destination is not as requested in the RFP, that DRC reserves the right to disregard the offer.
 - b. That conditional Bids cannot be accepted.
 - c. That the currency of the Bid should be in *USD*.
 - d. DRC reserves the right, at its own discretion:
 - i. To award a contract for a lesser or greater quantity than the total quantity Bid for.
 - ii. To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder.
 - e. Successful Bidders who are awarded contracts will be notified by the receipt of the original Purchase Order/Contract and acknowledgement copy. In case of urgency successful Bidders(s) may also be notified by email.
 - f. We confirm that the validity of this offer is for _____ calendar days from the date of the RFP closure.
 - g. We agree to the terms and conditions set forth in the DRC General Conditions of Contract (Annex C)
 - h. We certify that the below mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any Contracts.
 - i. We agree to abide by the DRC Supplier Code of Conduct as attached as Annex D.

3. We note that DRC is not bound to proceed with this RFP and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

We agree to the above terms and conditions.

Submitted by:

Company Name

Place

Date

Title/Position

Print Name

Signature

A duly authorized company representative
Company Stamp