



Section I. TENDER NOTICE:

02 July 2024

Subject: Rental Vehicles
(DEH/ITB/GLK/24/00232)

DEH is nonprofit, nongovernmental Organization registered with Federal Government Somalia under Ministry of interior with the mandate to provide both humanitarian and development services in South Central Somalia. Our vision is to build healthier, resilient, and productive communities in Somalia by providing a continuum of basic needs and strengthening the capacity of vulnerable Somali children, women and men to be more resilient and productive. Our Key thematic areas include Nutrition, Resilience, Food security & livelihoods, Water, sanitation & Hygiene (WASH), Camp Coordination and Camp Management, and Health.

Development and Empowerment for Humanity (DEH) is here to announce tender notice for Rental Vehicles in the South Galkacyo District, including the following villages: Xaarxaar ,Bulalay, Qarsooni, Doclafarale, Ximan Saxansoxo, Ceelaqwaan and Qaboobe of Galmudug State.

The project is the Provision of lifesaving nutritional support to communities with high intersectoral severity of needs, that have experienced climatic shocks in Galkayo South

The ITB consists of the following:

- Section I. Tender Notice
- Section II. ITB Particulars & Instructions
 - AnnexA Schedule of Requirements
 - AnnexB Price Schedule
 - AnnexC Declaration of Eligibility
 - AnnexD Declaration of Ethical & Manufacturing
 - AnnexE Declaration of Confidentiality

Qualified suppliers who wish to be considered for this bid, and who meet the above listed requirements are advised to seek and collect a hard copy complete set of bid documents and instructions at DEH office in Mogadishu at Safari Apartments or DEH Office in Galkayo district, from **02 to 6 July 2024** between **8am to 4pm** and return no later than **15 July 2024 at 4pm**.

We look forward to receiving your proposal.

Approved by

Mohamed Yusuf
DEH Executive Director



SectionII INTRODUCTION & INSTRUCTIONS:

1. Preamble

DEH is a local NGO, with headquarters in Mogadishu - Somalia, and operating in many parts of the country including Galmudug, Hirshabelle, and SWS states of Somalia. **DEH** has received a grant from **SHF** for the implementation of the Provision of lifesaving nutritional support to communities with high intersectoral severity of needs, that have experienced climatic shocks in Galkayo South

With the present document, **DEH** invites the supplier:

Name of the Supplier: _____

Supplier Address: _____

Supplier Contact: _____

To present a quotation to this Invitation to Bid

***NB:** Supporting documents and printed literature furnished by the bidder may be in another language, provided they are accompanied by a translation into the language of the procedure (ENGLISH). For the purposes of interpretation of the tender, the language of the procedure will prevail.*



2. Participation

To be eligible for participation in the tender, tenderers must provide all the requested documentation in a timely basis. Tenderers must also prove to the Contracting Authority that they comply with the necessary legal, technical, and financial requirements. DEH reserves the right to ask for documentation.

Tenderers have to declare, under their responsibility, that they do not fall under ineligibility clauses (**annex B**), that all of the items offered have been manufactured in accordance with international rules against exploitation of child labor and gender discrimination (**annex C**). Moreover, tenderers have to declare to treat with confidence any information or documents related to the procedure (**annex D**).

3. Documentation required for the ITBs

Suppliers are requested to submit the following documents:

- Company profile
- Valid business registration
- References from previous customers (Minimum of 1 similar contract/PO)
- Section II
- Annex A
- Annex B
- Annex C
- Annex D
- Annex E

4. Choice criteria

After receiving all the tender offers, the contracting authority will decide the best offer according to the lowest price most technically acceptable offer.

Evaluation shall be conducted as follows:

a) Technical compliance of the offered goods/services.

The following technical criteria will be reviewed for compliance compared to DEH requirements:

- Services offered in the quotation are compliant compared to the requirements in Annex 1 (Schedule of Requirements).
- Completeness of the Quotation. All Returnable Bidding Forms and other documentation requested have been provided and are complete.

b) Financial Offer:

Price proposal. Please prepare a budget including breakdown of all costs included. **The price will be expressed in USD inclusive of VAT and transport** to DEH office in Galkayo/Adado. Price indicated in the quotation will be considered fixed and valid from the moment of the offer until **3 months (90 days)**; no change of price will be accepted unless if mutually agreed with the contracting authority during the negotiation process, provided that such changes will be duly substantiated in an updated technical proposal.

At any time during the evaluation process DEH may request clarification or further information in writing from Bidders. The Bidder's responses shall not contain any changes regarding the substance, including



the technical and financial part of their quotation. DEH may use such information in interpreting and evaluating the relevant quotation.

5. Deadline for the presentation of the documentation

The offer, dated and signed in original by the tenderer, shall be presented to DEH office in Galkayo, by **15 July 2024** at the following address:

DEH Office, Adaado and Galkayo, c/o Shakir Sheik Isak

The letter shall be sealed and bear the header “DEH/ITB/GLK/24/00232”.

The documentation can be also sent via email (procurement@deh-africa.org) provided the hardcopies of the documents are delivered to DEH office after maximum one week time.

Information on the ITB can be obtained from the DEH Somalia office: (procurement@deh-africa.org)

6. General conditions

All correspondence and documents related to the ITB, contracts and reporting shall be written in English. In no circumstances DEH will be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of the ITB, even if DEH has been advised of the possibility of damages. *The invitation to procurement does not commit DEH to implement the project announced, and the sign of the contract is bound by the donor financing*

Any dispute shall be referred to the Mogadishu Court (Somalia), provided however that DEH at its own discretion, may elect to waive the competence of the Somali law and the Mogadishu Court to bring an action against the bidder before any court of competent jurisdiction, in the domicile of the bidder itself, the applicable law being the law of the Country of the bidder’s domicile.

This invitation to ITB has been written in English. In case it will be translated in any other language than English, then the English version shall prevail in case of difference of interpretation.

SHF will establish the final amount of the grant and will liquidate it to DEH on completion of the operation on the basis of the expenses presented and declared eligible. No party other than DEH shall derive any rights from the grant or have any claim to its proceeds. Under no circumstances or for no reason whatsoever will DFID entertain any request for indemnity or payment directly submitted by DEH contractors.

7. Information about the contracting authority

DRS is nonprofit, nongovernmental Organization registered with Federal Government Somalia under Ministry of interior and National security with the mandate to provide both humanitarian and development services in South Central Somalia. Our vision is to build healthier, resilient and productive communities in Somalia by providing a continuum of basic needs and strengthening the capacity of vulnerable Somali children, women and men to be more resilient and productive. Our Key thematic areas include; Nutrition, Resilience, Food security & livelihoods, Water, sanitation & Hygiene (WASH); and Health. Further information is available from the following sources <http://www.deh-africa.org>

8. Policy of Fraud and Corruption

Private and public donors demand that DEH uses the funds entrusted to it impartially, justly, and in accordance with the specified purposes. This applies also to the partners’ projects supported by DEH.



Personal relationships or personal advantages should not influence the decisions of DEH's employees and its partners.

Corruption undermines the trust of target groups and of the public in the correct fulfillment of responsibilities, and inhibits the best-possible use of accessible funds.

In order to effectively prevent corruption and avoid any suspicion of corrupt behavior, DEH has developed a set of Guidelines for the prevention of Corruption and Fraud, which has to be respected by the employees of the organization as well as the partner organizations with which it is contractually bound.

The consequent transparent application of the regulations and procedures protects DEH's public image, defends the organization against unjustified accusations and generalizations and averts violations.

The parties signing this contract/memorandum undertake to follow the mentioned Guidelines and to communicate them firmly to other contractual partners (suppliers, service providers etc.).



ANNEX A

SCHEDULE OF REQUIREMENTS

Technical specifications for Services and Comparative Data Table:

Item No	Item	Item's technical requirements	Unit	Is quotation compliant? Bidder to complete and yes Or No
1	Rental Vehicle	Project Vehicle with below details: <ul style="list-style-type: none"> - Seven-seater (preferred) - 4 Wheel Drive - Model from 2004 - Day time driver - Fuel included - Fire extinguishers (1Kg dry powder). - Cooling system of sufficient capacity 	Vehicle	

Delivery Requirements and Comparative Data Table:

DEH Requirements		Is quotation compliant? Bidder to complete by stating yes or no	Details Bidder to complete if any deviation
Delivery time	Bidder shall deliver the service from the day of contract signature.		
Delivery place	DEH Field Office at Galkayo		
Availability	Sixteen (16) hours per day, 7 days per week		
Contingency Vehicles	Contingency vehicle to be available next day in case of unforeseen breakdown or accident		



ANNEX B

PRICE SCHEDULE

Please fill annex A with all relevant information and provide company quotation with company letterhead

N.B. If an arithmetic error occurs, they will be corrected by the Evaluation Committee.

Item No	Item	Item's technical requirements	Unit	Qty	Duration (months)	Price	Total Amount
1	Rental Vehicle	Project Vehicle with below details: - Seven-seater - 4 Wheel Drive (preferred) - Model from 2004 - Day time driver - Fuel included - Fire extinguishers (1Kg dry powder). - Cooling system of sufficient capacity	Vehicle	2	12		

Details of offered product (if any):

Services included in the offer (if any):

.....
Place and date

.....
Name of the Supplier's Representative

.....
Signature and Stamp



ANNEX C

DECLARATION OF ELEGIBILITY

In response to your letter of invitation to the present procurement procedure, we, the undersigned, hereby declare:

That we are not in any of the situations excluding us from participating in contracts which are listed here:

- Bankruptcy
- Judgement for non-professional conduct
- Guilt of professional misconduct
- Non fulfilment of obligations relating to the payment of social security contributions and/or of taxes
- Judgement for fraud, corruption, involvement in criminal organizations or any other illegal activity
- Failure to comply with the contractual obligations of previous contracts financed by the Budget of the Donor

.....
Place and date

.....
Name of the Supplier's Representative

.....
Signature and Stamp



ANNEX D

ETHICAL AND MANUFACTURING DECLARATION

[To be completed and signed by the bidder]

In response to your letter of invitation to the present procurement procedure, we, the undersigned, hereby declare:

That the offered supplies/works are not produced with exploitation of child labour and respect the basic social rights and working conditions.

.....
Place and date

.....
Name of the Supplier's Representative

.....
Signature and Stamp



ANNEX E

CONFIDENTIALITY DECLARATION

[To be completed and signed by the bidder]

The candidate/Tenderer agrees to hold in trust and confidence any information or documents disclosed to it, discovered by it or prepared by it in the course of or as a result of its participation in the above-mentioned procurement procedure (**DEH/ITB/GLK/24/00232**), and agrees that it shall be used only for the purposes of this procedure.

.....
Place and date

.....
Name of the Supplier's Representative

.....
Signature and Stamp



Supplier Declarations with Prohibition of Sexual Exploitation and Abuse (PSEA)

All suppliers engaged in business with DEH are required to acknowledge and comply with the DEH PSEA Policy.

Suppliers must provide a written declaration confirming their adherence to the following principles:

1. Commitment to Ethical Conduct

The Supplier acknowledges and agrees to conduct all business activities in a manner that respects human rights, with a strong commitment to preventing and addressing any forms of sexual exploitation and abuse (SEA).

2. Zero Tolerance Policy

The Supplier understands that DEH maintains a zero-tolerance policy towards SEA. The Supplier, its employees, and any subcontractors or agents engaged in fulfilling the contract shall not engage in any form of SEA.

3. Definition of SEA

For the purposes of this clause, SEA is defined as any actual or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes, including but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another.

4. Reporting Obligations

The Supplier shall immediately report any suspicions or allegations of PSEA involving its employees, subcontractors, or agents to the DEH PSEA focal point.



5. Consequences of Breach

Any breach of this clause by the Supplier, its employees, subcontractors, or agents may result in the immediate termination of the contract and could lead to further legal actions, including but not limited to, being barred from future contracts with DEH.

6. Training and Awareness

The Supplier shall ensure that all employees, subcontractors, and agents are trained on the prohibitions of SEA and are aware of the Supplier's and DEH zero-tolerance policy.

I, the undersigned, hereby acknowledge and confirm that I have read, understood, and agree to comply with the DEH NGO PSEA Policy as outlined above. I further declare that I will ensure all employees, subcontractors, and agents involved in fulfilling this contract are informed of and adhere to these principles.

Supplier Name: _____

Name of Supplier Representative: _____

Title: _____

Signature: _____

Date: _____

Company Stamp: _____