Invitation to Bid

DRC Ukraine,
Staryi Rynok plaza, building 8, 5th floor,
office 1.
Lviv, Ukraine

14 February 2023

To: Tender is open for any qualified supplier who can deliver goods described in Annex A to this Letter

Invitation to Bid No.: ITB-UKR-PA-2023-004

Dear Sir/Madam:

The Danish Refugee Council (DRC) has received a grant from various Donors for the implementation of the humanitarian aid operation entitled DRC Ukraine. In a result, DRC representations in Ukraine would like to set up the Framework Agreement with a duration of 12 months (with possible extension for another year) for procurement of the Emergency Shelter Kits indicated in Annex A.1 and specified in Annex A.4 of this tender package. Therefore, the DRC is requesting you to submit price bid for the supply of the item(s) listed on the attached DRC Bid Form Annex A.1

I. TENDER DETAILS

The Tender details are as follows:

Line	Item	Time, date, address as appropriate
1	ITB published	14 February 2023
2	Date for publishing Q&A	15-24 February 2023
3	Closing date for clarifications	24 February 2023
4	Closing date and time for receipt of bids	10:00 UTC, 01 March 2023 12:00 Ukrainian time 01 March 2023
5	Tender Opening Location	Online (link to be provided for the suppliers who submitted their bid)
6	Tender Opening Date and time	11:00 UTC, 01 March 2023 13:00 Ukrainian time 01 March 2023

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

II. IMPORTANT INFORMATION REGARDING THIS ITB:

- This ITB is launched for the purpose of establishing a Framework agreement(s) for procurement of the Emergency Shelter Kit with details stipulated in the Annex A.1 and specified in Annex A.4 to this letter. The estimated total value of Emergency Shelter Kits to be procured in frames of this tender is USD 1,920,000.00. DRC is not committed to redeem the goods indicated estimation, as the contractual consumption may vary due to the changes of demands in both directions (increase and/or decrease).
- DRC may choose to cancel this tender at any time if deemed necessary.

goods (works, services) recognized as humanitarian aid are exempt from taxation. According to Article 197.11. of the Tax Code of Ukraine are exempted from taxation on the operation of importing goods into the customs territory of Ukraine as humanitarian aid provided in accordance with the provisions of the Law of Ukraine "On Humanitarian Aid". In view of the above, the prices should be quoted without VAT.

- The delivery time of the supply shall be within 25 days of placing the order. DRC may terminate the contract or impose other penalties, if supplier fails to deliver items within this period.
- All supplies shall be delivered as per **DDP Dnipro and/or DDP Kyiv Ukraine** INCOTERMS 2020, if not requested/negotiated otherwise by contract authority.
- **No advance payment will be paid to the awarded supplier**. The awarded supplier is expected to mobilize its own resources to deliver the agreed material.
- **Samples are a mandatory requirement part for this bid**. Any bid without samples will be rejected. The submitted samples of non-awarded bidders may be returned to the bidder at its own cost after the award is completed. The samples of the selected bidder will remain with DRC as part of the bid.

III. SELECTION AND AWARD CRITERIA

The selection and award criteria are unique to all tenders. The evaluation process consists of three stages: 1) Administrative, 2) Technical and 3) Financial. Each stage requires information and documents from the bidder that will determine whether the bidder will progress to next stage or not. Some examples of the documentation requirements are indicated below.

This tender will be awarded to the lowest cost technically compliant bid. The technical evaluation criteria are as per the specifications stated in Annex A.

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	A.1	Bid Form (Technical)	Complete ALL sections in full, sign, stamp and submit
2	A.2	Bid Form (Financial)	Complete ALL sections in full, sign, stamp and submit
3	A.3	Bid Price cost composition (Financial)	Complete ALL sections in full, sign, stamp and submit
4	A.4	Detailed technical specification (Technical)	Complete ALL sections in full, sign, stamp and submit
5	B	Tender and Contract Award Acknowledgement Certificate	Sign, stamp and submit
6	C	DRC General Terms and Conditions	Sign, stamp and submit
7	D	DRC Supplier Code of Conduct	Sign, stamp and submit
8	E	Supplier Profile and Registration Form	Complete ALL sections in full, sign, stamp and submit

Bid Eligibility and Formal criteria:

#	DRC Requirements	Details
1	Bidder's registration	Bidder must submit certificate of registration of the company or equivalent document.
2	Completeness of the Bid	Returnable Bidding Forms and other documentation requested under the Document Checklist (Section A) have been provided and are complete

3	Bid Validity	At least 60 days after bidding closure date

Bidder Capacity Criteria

#	DRC Requirements	Details
1	Standing on the market	Bidder should be in continuous business of manufacturing / supplying the goods during the last 3 (three) years prior to bid opening
2	Previous experience	Bidder must provide evidence (contract, standing or previous framework agreements for last 2 years, and/or PO for the value not less than indicated in the estimated annual turnover, etc.) of at least 2 contracts for the supply of the offered or equivalent goods realized in the previous two years.
3	Shelf life	Bidder must confirm that the Goods shall remain valid for minimum twelve (12) months before the expiration date from the date of delivery.
4	Bidder Financial capacity	The Bidder should have average annual sales turnover of minimum 3,800,000.00 USD during the last 2 years prior to bid opening.

If any information required during the administrative evaluation is not provided by the bidders, DRC may choose to request bidders to supply this information within 48 hours of the tender opening. Please note that this is only applicable for documentation that does not alter the details in the bid, such as price information.

B. Technical Evaluation

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

The technical criteria are stipulated in Annex A.1 and Annex A.4 – Technical Bid.

The information requested in the technical evaluation stage are the essential criteria (deal-breakers) for bidders to meet. These requirements are non-negotiable. If a bidder fails to meet any of these criteria, the bidder should be rejected immediately and not advance to the financial evaluation stage.

C. Financial Evaluation

All bids that pass the Technical Evaluation will proceed to the Financial Evaluation. The Annex A3 (bid cost price composition) will be used for the price reasonability check. Bids that are deemed technically non-compliant will not be financially evaluated.

IV. TENDER PROCESS

The following processes will be applied to this Tender:

- Tender Period
- Tender Closing
- Tender Opening
- Administrative Evaluation
- Technical Evaluation
- 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 ITB 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.

All responsive Bids shall be written on the **DRC Bid Form (Annex A.1, Annex A.2, A.3 and A.4)**.

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

- **Tender & Contract Award Acknowledgment Certificate (Annex B), and if required the Supplier Profile and Registration form (Annex E), plus any other documents required.**
- **Samples are required to be submitted together with the bid for all products listed in the DRC Bid Form. Further instructions are provided below in this document.**

The samples can be presented by single unit of each item of the kit composition. The detailed description, preferably with photo, of the kit package is also required.

Bids not submitted on Annexes A.1-A.4, or 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 ITB 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 and Annex A.3
- 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:

ITB No.: **ITB-UKR-PA-2023-004**

TECHNICAL BID

Bidder Name:

ITB No.: **ITB-UKR-PA-2023-004**

FINANCIAL BID

Bidder Name:

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

ITB No.: **ITB-UKR-PA-2023-004**

DRC Ukraine,
Staryi Rynok plaza, building 8, 5th floor
Office 1, Lviv
Ukraine

B. Email submission

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

tender.ukr@drc.ngo

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

- **The ITB 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 and Annex A.3
  - The Technical Bid shall contain all other documents required by the tender as mentioned in section A Administrative Evaluation, but excluding any 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. SUBMISSION OF SAMPLES

Samples submitted should be clearly marked with the same item number that is used on the DRC Bid Form (Annex A.1 and Annex A.4).
Sample packaging shall be clearly marked 'Samples' with the ITB number and the Bidder's name etc. Samples shall be received at the same place as the 'hard copies' of the Bid.

VII. COMPLETION OF BID FORM

A. Prices Quoted

Any discount offered shall be included in the Bid price.
Unless otherwise requested all Bids shall state if the prices quoted are not DDP (Incoterms 2020).

B. Currency

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

C. Language

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

D. Packaging

Packaging shall be of international shipping standard, strong quality, and suitable for shipment as provided in the Bid Form. Each item of kit has a separate requirement to the package stated in the Annex A.4.

E. Origin

Country of origin of the items shall be clearly stated.

F. Presentation

Bids should 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. All Bids shall be signed by a duly authorized representative of the Bidder.

G. Split Awards

DRC reserves the right to split awards. Partial bid within the kit is not accepted.

H. Validity Period

Bids shall be valid for at least the minimum number of days specified in the ITB 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.

VIII. 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, quantity 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 ITB Closure.

IX. AWARD OF CONTRACTS

This ITB 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 or goods. 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 ITB, 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 ITBs.

X. **CONFIDENTIALITY**

This ITB or any part hereof, and all copies hereof shall be returned to DRC upon request. This ITB 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 ITB, 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 ITB.

XI. 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 ITB 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.

XII. 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 confidentially obligations or by using information not otherwise available to the general 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 confidentially 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 ITB was an official, agent, functionary, 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 ITB relates.

XIII. 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.

XIV. 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.

XV. WITHDRAWAL/MODIFICATION OF BIDS

Requests to withdraw a Bid after the Bid closure time shall not be honoured.

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 ITB 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 ITB closure.

XVI. LATE BIDS

All Bids received after the ITB closure will be rejected.

XVII. OPENING OF THE ITB

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.

XVIII. CONDITIONS OF CONTRACT

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

XIX. CANCELLATION OF THE ITB

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

The ITB 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 ITB, 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.

XX. QUERIES ABOUT THIS ITB

For queries on this ITB, please contact the DRC Ukraine Procurement Official, **iryna.poklad@drc.ngo**.

All questions regarding this ITB shall be submitted in writing to the above. On the subject line, please indicate the ITB number. **Bids shall <u>not</u> 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 **DRC Website**

XXI. ITB DOCUMENTS

This ITB document contains the following:

1. This covering Letter
2. Annex A.1: DRC Bid Form (Technical bid)
3. Annex A.2: DRC Bid Form (Financial bid)
4. Annex A.3: DRC Bid price composition (Financial bid)
5. Annex A.4: DRC Technical specifications and packaging instructions (Technical bid)
6. Annex B: Tender and Contract Award Acknowledgment Certificate
7. Annex C: DRC General Conditions of Contract
8. Annex D: DRC Supplier Code of Conduct
9. Annex E: Supplier Profile and Registration

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

ANNEX B

Tender and Contract Award Acknowledge Certificate

This attachment shall be signed and submitted with the Bid

1. In compliance with the ITB Instructions and General Conditions of Contract for the Procurement of Goods, we the undersigned, offer to furnish some or all of the items quoted for, at the prices entered in the attached DRC Bid Form No **ITB-UKR-PA-000001**, delivered to the destination specified therein.

2. We accept the terms and conditions set forth in the ITB Letter) and the following requirements have been noted and will be complied with where applicable:

a. That unless otherwise stated, the Bids per each line item shall be on a **DDP** (Incoterms 2020) basis.

b. We confirm that for any offer made where the delivery destination is not as requested in the ITB, that DRC reserves the right to disregard the offer.

c. That conditional Bid's cannot be accepted.

d. That the currency of the Bid should be in ***UAH or USD.***

e. 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.

f. Successful Bidders who are awarded contracts will be notified by the receipt of the original Purchase Order/Contract and acknowledgement copy. In case or urgency successful Bidders(s) may also be notified by email.

g. Any samples requested shall be delivered till the bidding closure date, will be in accordance with the specifications of the required item(s). Failure to comply with this may result in the Bid not being considered

h. We confirm that the validity of this offer is for **60** calendar days from the date of the ITB closure

i. We agree to the terms and conditions set forth in the DRC General Conditions of Contract for the Procurement of Goods (Annex C)

j. 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.

k. We agree to abide by the DRC Code of Conduct as attached as Annex D

3. We note that DRC is not bound to proceed with this ITB 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