

# Invitation to Bid

**REPRESENTATION OF DANISH REFUGEE COUNCIL IN UKRAINE**  
**17/52 Bohdana Khmelnytskoho Street, 01054**  
**Kyiv, Ukraine**  
**18-04-2024**

To: Tender is open for any qualified supplier who can deliver goods described in Annex C.1 to this Letter

## Invitation to Bid No. ITB-UKR-2024-039

Dear Sir/Madam:

The REPRESENTATION OF DANISH REFUGEE COUNCIL IN UKRAINE (DRC) with the funding from the donors for the implementation of the programs of humanitarian demining handles the procurement of the IT and communication equipment. Therefore, the DRC is requesting you to submit price bid(s) for the supply of the item(s) listed on the attached DRC Bid Form Annexes C.1.

### I. TENDER DETAILS

The Tender details are as follows:

Line №	Item	Time, date, address as appropriate
1	ITB published	18-04-2024
2	Closing date for clarifications	02-05-2024
3	Date for publishing Q&A	03-05-2024
4	Closing date and time for receipt of bids	10-05-2024 11:00 AM UTC 02:00 PM Kyiv time
5	Tender Opening Location	For the on-site bid opening: will be done on the specified DRC address above. For the online bid opening: link to be provided for the suppliers who present interest to attend for the bid opening. Details can be checked in Section XVII.
6	Tender Opening Date and time	10-05-2024 01:00 PM UTC 04:00 PM Kyiv time
7	Tender e-mail address	<a href="mailto:tender.ukr@drc.ngo">tender.ukr@drc.ngo</a>
<b>PLEASE NOTE: NO BIDS WILL BE ACCEPTED AFTER THE ABOVE CLOSING TIME AND DATE</b>		

### II. IMPORTANT INFORMATION REGARDING THIS ITB:

- This ITB is launched for the purpose of establishing a Framework Agreement(s) with the supplier(s) for the supply of the satellite communications equipment with details stipulated in the Annex C.1 to this letter.  
The estimated annual contractual turnover will be:  
LOT #1 - USD 120,000  
LOT #2 - USD 25,000  
LOT #3 - USD 25,000  
LOT #4 - USD 80,000  
TOTAL - USD 250,000
- DRC may choose to cancel the agreement if deemed necessary.
- DRC may choose to split the contract award to more than one supplier.
- The delivery time of the supply shall be within 30 days of placing order. DRC may terminate the contract if the supplier fails to deliver items within this period.
- All supplies shall be delivered as per **DDP Kyiv/ Lviv/ Dnipro/ Chernihiv/ Kharkiv/ Sumy/ Mykolaiv/ Slovyansk**, Ukraine INCOTERMS 2020.

- All prices of the bid must be indicated with VAT deducted. In some cases, VAT will not be paid. In such cases works shall be provided under an international technical assistance project and shall be exempt from VAT according to the project registration card. The project card will be given to the winner when signing the contract. Clarifications on the legal basis of VAT exemption are provided in Annex D.

### III. SELECTION AND AWARD CRITERIA

This tender will be awarded to the lowest cost technically compliant bid. The technical evaluation criteria are as per the specifications stated in Annex C.1.

#### 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. The documents listed below shall be submitted with your bid.

No.	Annex #	Document	Instructions
1.	A	This ITB Invitation letter	
2.	B	Tender and Contract Award Acknowledge Certificate	Sign, stamp and submit
3.	C.1	Bid Form (Technical)	Complete ALL sections in full, sign, stamp and submit
4.	C.2	Bid Form (Financial)	Complete ALL sections in full, sign, stamp and submit
5.	D	Clarifications on the legal basis of VAT exemption	Sign, stamp and submit
6.	E	Supplier Profile and Registration Form	Complete ALL sections in full, sign, stamp and submit
7.	F	DRC Supplier Code of Conduct	Sign, stamp and submit
8.	G	DRC General Conditions of Contract	Sign, stamp and submit
9.	H	Company Profile, company's sectoral areas, supplier portfolio, sales volume for the similar satellite communications equipment requested in this tender, previous experience (copies of contracts for similar procurement with references (preferable))	Submit (Bidder's template is acceptable)
10.	I	Business registration documents	Submit
11.	J	Financial and Professional capability, record with financial annual turnover, reports for at least last three years	Submit (Bidder's template is acceptable)
12.	K	Any official letter and/or document approves that bidder is an Authorized official distributor / manufacturer	Submit
13.	L	Manufacture's datasheet for each item offered	Submit

#### B. Bidder Formal Criteria

Submitted offers will be reviewed on "Pass" or "Fail" basis to determine compliance with the below formal criteria/requirements:

#	DRC Requirements*	Details
1.	Bidder's registration	Bidder must submit the certificate of registration of the company

2.	Completeness of the Bid	<ul style="list-style-type: none"> <li>Bidding Forms and other documentation requested under the Document Checklist (Section A) have been provided and are complete.</li> <li><b>Important: Separate emails</b> shall be used for the “Financial Bid” and “Technical Bid”, and the Subject Heading of the email shall indicate which type the email contains</li> </ul>
3.	Bidder should be an authorized official distributor	Bidder provides with any official letter and/or document approves that he is an Authorized official Distributor
4.	Bid Validity	At least 60 days after bidding closure date

*\*DRC reserves the right to reject any proposal at this stage*

### C. Bidder Capacity Criteria

Submitted offers will be reviewed on “Pass” or “Fail” basis to determine compliance with the below formal criteria/requirements:

If a Bid does not technically comply with the criterion below, it might be rejected.

#	DRC Requirements	Details
1.	Standing on the market	Bidder should be in continuous business of manufacturing / supplying the goods during the last 5 (five) years prior to bid opening date. Confirmation should be provided
2.	Bidder Financial capacity	Bidder must provide evidence (Financial data sheets and/or contract, PO, etc.) of the sales volume for the similar products requested in this tender. Bidders past three years average turnover must exceed the equivalent according to participation in lots: LOT #1 - USD 240,000 LOT #2 - USD 50,000 LOT #3 - USD 50,000 LOT #4 - USD 160,000

### D. 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 C.1 – Technical Bid Form.

### E. 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.

## 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 C.1 and Annex C.2)**.

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

- Annex B Tender and Contract Award Acknowledgement Certificate
- Annex C.1 Bid Form (Technical)

- Annex C.2 Bid Form (Financial)
- Annex D Clarifications on the legal basis of VAT exemption
- Annex E Supplier Profile and Registration Form
- Annex F DRC Supplier Code of Conduct
- Annex G DRC General Conditions of Contract
- Annex H Company Profile
- Annex I Business registration documents
- Annex J Financial and Professional capability Records
- Annex K Authorized official distributor / manufacturer letter(s)
- Annex L Manufacture's datasheet for each item offered

Bids not submitted on Annexes C.1 and C.2, 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 (way #1):

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

- The Financial Bid shall only contain the financial bid form, Annex C.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:

ITB No. **ITB-UKR-2024-039**  
**TECHNICAL BID**  
 Bidder name:

ITB No. **ITB-UKR-2024-039**  
**FINANCIAL BID**  
 Bidder name:

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

ITB No. **ITB-UKR-2024-039**  
 17/52 Bohdana Khmelnytskoho  
 Street, Kyiv, 01054

## B. Email submission (way #2):

Bids should 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-UKR-2024-039** number shall be inserted in the Subject Heading of the email
- **Separate emails only** 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 C.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.
- 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 are not requested.

## 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 DAP (Incoterms 2020).

### B. Currency

The currency of the Bid shall be in **UAH, EUR 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 or Ukrainian (preferably in English).

### D. Origin

Country of origin of the items shall be clearly stated.

### E. Presentation

Bids should be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations shall be initiated 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 or Ukrainian (preferably in English). All Bids shall be signed by a duly authorized representative of the Bidder.

### F. Split Awards

DRC reserves the right to split awards.

### G. 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 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 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 <https://pro.drc.ngo/where-we-work>, or via DRC's Code of Conduct Reporting Mechanism: [www.drc.dk/relief-work/concerns-complaints/code-of-conduct-reporting-mechanism](http://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](mailto: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.

Interested suppliers need to confirm participation via email:

[ukr-procurement@drc.ngo](mailto:ukr-procurement@drc.ngo)

before 08-05-2024

11:00 AM UTC

02:00 PM Kyiv time.

### **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 bidding questions line via e-mail:

[ukr-procurement@drc.ngo](mailto:ukr-procurement@drc.ngo), Oleksii Petrenko

All questions regarding this ITB shall be submitted in writing to the above. On the subject line, please indicate the **ITB-UKR-2024-039** 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: [DRC Website](#)

## **XXI. ITB DOCUMENTS**

This ITB document contains the following:

1. Annex A: This ITB Invitation Letter
2. Annex B: Tender and Contract Award Acknowledgment Certificate
3. Annex C.1: DRC Bid Form (Technical bid)
4. Annex C.2: DRC Bid Form (Financial bid)
5. Annex D: Clarifications on the legal basis of VAT exemption
6. Annex E: Supplier Profile and Registration
7. Annex F: DRC Supplier Code of Conduct
8. Annex G: DRC General Conditions of Contract

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.

This cover letter is made in two languages English and Ukrainian. If there is any discrepancy between Ukrainian and English versions, the English variant shall prevail.

Yours sincerely,  
REPRESENTATION OF DANISH REFUGEE COUNCIL IN UKRAINE (DRC)