

# Invitation to Bid

**REPRESENTATION OF DANISH REFUGEE COUNCIL IN UKRAINE**  
17/52 Bohdan Khmelnytskyi Str. 01001 Kyiv, Ukraine

**May 10, 2024**

**Invitation to Bid No.: ITB-UKR-2024-023 Shelters repairs for private apartments and houses in the oblasts across Ukraine**

Dear Sir/Madam:

The Danish Refugee Council (DRC) has received a grant from various donors for the implementation of the humanitarian aid operation entitled Shelter & NFI assistance. Part of this operation is the supply of *Shelters repairs for private apartments and houses and infrastructure facilities in the oblasts across Ukraine*. Therefore, the DRC requests you to submit price bid(s) for the supply of the items and services listed on the attached DRC Bid Form Annex A.3 Bill of Quantities (BoQ).

## I. TENDER DETAILS

The Tender details are as follows:

**Table 1.1**

Line	Item	Time, date, address as appropriate
1	ITB published	May 10, 2024
2	Site visit	DRC does not foresee a joint site visit with the interested bidders.
3	Technical Meeting Date (online conference will be held with the interested bidders)	May 17, 2024 09:00 AM UTC 11:00 AM Kyiv time  interested suppliers need to confirm participation via email: <a href="mailto:ukr-procurement@drc.ngo">ukr-procurement@drc.ngo</a> before CoB May 16, 2024
4	Closing date for clarifications	May 24, 2024 10:00 PM UTC 12:00 PM Kyiv time
5	<b>Closing date and time for receipt of bids</b>	<b>May 31, 2024</b> <b>12:00 PM UTC</b> <b>14:00 PM Kyiv time</b>
6	Tender Opening Location	17/52 Bohdan Khmelnytskyi Str. 01001 Kyiv, Ukraine
7	Tender Opening Date and time	May 31, 2024 14:00 PM UTC 16:00 PM Kyiv time
8	Tender e-mail address	<a href="mailto:tender.ukr@drc.ngo">tender.ukr@drc.ngo</a>

**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 Framework Agreements for 1-year (with possible extension up to additional 12-months) for the house and apartment and infrastructure facilities Rehabilitation Project in Chernihiv, Kharkiv, Donetsk, Sumy, Mykolaiv & Kherson, Dnipropetrovsk & Zaporizhzhia oblasts with details stipulated in the respective Annex A.1 Terms of Reference (ToR), Annex A.2 Scope of Works (SoW) and A.3. Bill of Quantities (BoQ) to this letter.
- A Framework agreement is not binding DRC to place any Work Orders. DRC will place orders to the awarded supplier based on the agreement as per its requirement.
- This tender consists of 4 main LOTS, each focusing on specific types of work:
  1. LOT 1: Installation of windows for private houses, apartment buildings, and infrastructure facilities.
  2. LOT 2: Installation of doors.
  3. LOT 3: Roof repair and construction works.
  4. LOT 4: Concrete and masonry works, along with repair of metal structures.

Each LOT encompasses six primary locations that will allow bidders to submit partial bids per location: Chernihiv, Kharkiv, Donetsk, Sumy, Mykolaiv & Kherson, Dnipropetrovsk & Zaporizhzhia8 oblasts. All locations within each area /oblast are under government-controlled territory.

Moreover, each location is categorized into "Hard to Reach" and "Not Hard to Reach" areas, as outlined in the Terms of Reference. Partial bid submission per location category will be acceptable.

The DRC reserves the right to divide the award among multiple suppliers, according to the aforementioned divisions.

- DRC may choose to cancel the agreement if deemed necessary.
- DRC may choose to split the contract award to more than one supplier.
- The rehabilitation must be completed in number and period as stipulated in each individual Work Order received by the contractor from DRC. DRC may terminate the Framework Agreement or impose other penalties if supplier fails to deliver the works within this period.
- Supplier is responsible to deliver all materials as per DDP Chernihiv / Kharkiv / Donetsk / Sumy / Mykolaiv and Kherson / Dnipropetrovsk and Zaporizhzhia oblasts INCOTERMS 2020 and the price stated in the Annex A.4 Financial Bid must be final price and no other additional cost will be paid to the bidders by DRC.
- DRC's preferred payment method entails settling invoices within 30 days following the completion of the contracted works. The awarded supplier is responsible for mobilizing their own resources to fulfill the agreed-upon materials and services. Should the supplier deem it necessary to request an advance payment, such request must be clearly stated in the financial bid and will be subject to further negotiation during the contracting stage.
- Suppliers are invited to provide prices valid for a minimum period of 12 months. DRC may terminate the Framework Agreement if the contractor cannot provide services under the terms of the Framework Agreement.
- Bidders are asked to submit price proposals without VAT included. At the time of contract (Work Order) signing, DRC will provide the contractor a project card if it is exempt from taxes for the particular project being used. Annex F attached provides clarifications regarding the legal basis for the exemption from VAT.

The table 1.2 below shows the estimated figures to be spent for each LOT per each location.

**Table 1.2**

LOCATION	Estimated figures during FWA period	LOT 1. Windows of private houses, apartment buildings, and infrastructure facilities		LOT 2. Doors installation works		LOT 3. Roof repair, construction works		LOT 4. Concrete, masonry works, repair of metal structures	
		HARD TO REACH AREAS	NOT HARD TO REACH	HARD TO REACH AREAS	NOT HARD TO REACH	HARD TO REACH AREAS	NOT HARD TO REACH	HARD TO REACH AREAS	NOT HARD TO REACH
CHERNIHIV OBLAST	# of total shelter in FWA	300	700	300	700	300	700	300	700
	FWA total estimation (excl. VAT) (USD)	\$291,474	\$680,106	\$90,643	\$211,501	\$569,796	\$1,329,524	\$175,356	\$409,166
	# of min shelter per phase/WO	50	100	50	100	50	100	50	100
	Min. total estimated amount of WO (USD)	\$48,579	\$97,158	\$15,107	\$30,214	\$94,966	\$189,932	\$29,226	\$58,452
SUMY OBLAST	# of total shelter in FWA	300	700	300	700	300	700	300	700
	FWA total estimation (excl. VAT) (USD)	\$203,223	\$474,187	\$116,094	\$270,886	\$614,952	\$1,434,888	\$190,566	\$444,654
	# of min shelter per phase/WO	40	80	40	80	40	80	40	80
	Min. total estimated amount of WO (USD)	\$27,096	\$54,193	\$15,479	\$30,958	\$81,994	\$163,987	\$25,409	\$50,818
KHARKIV OBLAST	# of total shelter in FWA	260	1040	260	1040	260	1040	260	1040
	FWA total estimation (excl. VAT) (USD)	\$194,990	\$779,962	\$98,792	\$395,168	\$277,449	\$1,109,796	\$99,477	\$397,906
	# of min shelter per phase/WO	40	80	40	80	40	80	40	80
	Min. total estimated amount of WO (USD)	\$34,561.00	\$69,123.00	\$18,258.00	\$36,515.00	\$47,973.00	\$95,946.00	\$18,333.00	\$36,666.00
DONETSK OBLAST	# of total shelter in FWA	170	680	170	680	170	680	170	680
	FWA total estimation (excl. VAT) (USD)	\$119,519	\$478,077	\$60,587	\$242,348	\$170,141	\$680,563	\$60,889	\$243,556
	# of min shelter per phase/WO	40	80	40	80	40	80	40	80
	Min. total estimated amount of WO (USD)	\$34,561.00	\$69,123.00	\$18,258.00	\$36,515.00	\$47,973.00	\$95,946.00	\$18,333.00	\$36,666.00

<b>DNIPROPET ROVSK &amp; ZAPORIZHA OBLASTS</b>	<b># of total shelter in FWA</b>	100	400	100	400	100	400	100	400
	<b>FWA total estimation (excl. VAT) (USD)</b>	\$72,576.00	\$290,308.00	\$38,340.00	\$153,362.00	\$99,054.00	\$396,216.00	\$39,258.00	\$157,036.00
	<b># of min shelter per phase/WO</b>	40	80	40	80	40	80	40	80
	<b>Min. total estimated amount of WO (USD)</b>	\$34,561.00	\$69,123.00	\$18,258.00	\$36,515.00	\$47,973.00	\$95,946.00	\$18,333.00	\$36,666.00
<b>MYKOLAIV &amp; KHERSON OBLASTS</b>	<b># of total shelter in FWA</b>	900	2100	900	2100	900	2100	900	2100
	<b>FWA total estimation (excl. VAT) (USD)</b>	\$346,482	\$808,460	\$264,404	\$616,940	\$1,110,542	\$2,591,264	\$276,652	\$645,518
	<b># of min shelter per phase/WO</b>	40	80	40	80	40	80	40	80
	<b>Min. total estimated amount of WO (USD)</b>	\$34,561	\$38,498.00	\$34,274.00	\$36,515	\$61,697.00	\$95,946	\$18,333	\$36,666

### 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 respective Annex A.1 Terms of Reference (ToR), Annex A.2 Scope of Works (SoW) and A.3. Bill of Quantities (BoQ) to this letter.

#### 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.

**Table 1.3**

#	Annex #	Document	Instructions
1	#	This Invitation to Bid Letter	Read and understand
2	A1	Scope of Works (SoW)	Sign, stamp and submit
3	A.2	Terms of Reference (ToR)	Sign, stamp and submit
4	A.3	Bill of Quantities (BoQ)	Complete ALL sections in full, sign, stamp and submit
5	A.4	Financial Bid Form	Complete ALL sections in full, sign, stamp and submit
6	B	Tender and Contract Award Acknowledgement Certificate	Complete ALL sections in full, sign, stamp and submit
7	C	Supplier Code of Conduct	Sign, stamp and submit
8	D	General Conditions of Contract	Sign, stamp and submit
9	E	Supplier Profile and Registration Form	Complete ALL sections in full, sign, stamp and submit
10	F	Clarifications on the legal basis of VAT exemption	Sign, stamp and submit

11	G	Curriculum Vitae (CVs) of the Chief Engineer	Please fill the template and submit
12	#	Company registration documents (A document proves that the bidder is a registered and licensed construction company)	Submit a copy
13	#	<p>Company Profile including the company`s sectoral areas, supplier portfolio, sales volume for the similar works requested in this tender, previous experience (copies of contracts for similar procurement with references (preferable))</p> <p>The company profile should have details regarding the bidders' workforce, at minimum indicating:</p> <ul style="list-style-type: none"> <li>- # of dedicated technical personal (site representative/ foreman) who facilitate and confirm measurements in construction sites dedicated to each area the bidder applied for</li> <li>- # of administrative staff</li> <li>- Please provide information about the responsible staff for Quality and Safety issues in construction works and indicate the number of staff (if any, please share the copy of Order (Nakaz)) issued by the authorized representative of the company (CEO, director or other authorized person) which indicates the specific personal assignment for Quality Assurance/ Quality Control and Labor Safety)</li> </ul>	Submit (Bidder`s template is acceptable)
14	#	Financial and Professional capability record with financial annual turnover reports for at least last three years	Submit a copy
15	#	Statement of Satisfactory Performance from the Top 3 Clients for similar work in terms of Contract Value of the past 3 years	Submit
16	#	<p>Please provide the followings:</p> <ul style="list-style-type: none"> <li>- A copy of Order (Nakaz) issued by the authorized representative of the company (CEO, director or other authorized person) which indicates the specific personal assignment for Quality Assurance/ Quality Control and Labor Safety</li> <li>- Quality Assurance/ Quality Control and Labor Safety plan</li> </ul>	Submit
17	#	<p>Agreements or licenses related to waste management and garbage collection and removal including the proof of access to appropriate waste disposal sites or facilities where construction waste can be legally and safely disposed of.</p> <ul style="list-style-type: none"> <li>- If above requirement cannot be provided in that case bidders should provide a Confirmation Letter or Statement from waste management companies or facilities verifying that the bidder has arrangements in place for the collection and disposal of construction waste.</li> </ul>	Submit

**Note:** In case a bidder was selected by the committee to be awarded a contract, DRC shall request an ID document providing information about the supplier`s key individuals (controlling interest of more than 50%), with a minimum of having a name, last name, gender and date of birth of the relevant person(s) on the document

**B. Preliminary Examination Criteria**

(Submitted offers will be reviewed on “Pass” or “Fail” basis. Failure to comply with the minimum criteria will result with the disqualification)

**Table 1.4**

#	Preliminary Examination Criteria	Details
1	Supplier`s average annual 3-year turnover must have 2 times bigger than minimum total estimated amount of WO per location according to the figures stated in the Table 1.2.  <i>Note: If a bidder is selected, DRC evaluates their financial situation prior to contract award with respect to the minimum WO amount shown in Table 1.2. When a bidder applies for more than one lot and is found to be financially qualified for some of the lots, the bidder is still considered for the further evaluation phases)</i>	Bidder must provide financial statements (the last 3 years), bank statements, financial audit reports and other relevant financial information to demonstrate their financial capability to undertake the project
2	Suppliers` must have minimum 3 years of previous relevant experience	Bidder should be in continuous business of the relevant construction works during the last 3 (three) years prior to bid opening date. Confirmation should be provided
3	Suppliers must be properly registered and licensed construction company	Bidder must submit certificate of registration of the company / operation certificate

**C. 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 Terms of Reference (ToR), Annex A.2 Scope of Works (SoW) and A.3. Bill of Quantities (BoQ).

**Table 1.5**

No.	Criteria	Pass Condition	Fail Condition	Documents to be checked
1	<b>Technical Specifications Compliance</b>	Bidder meets all specified technical requirements of the requested items within each LOT	Bidder fails to meet one or more technical specifications within the respective LOT	Technical details shall be checked in:  Manufacture`s datasheet for the items as specified in the Annex A.3  Offered technical specifications for the remaining BoQ line items as listed in Annex A.3 BoQ

2	<b>Workforce</b>	<p>Bidder has the following workforce:</p> <ul style="list-style-type: none"> <li>➤ Minimum 1 chief engineer with minimum qualifications as stated below: <ul style="list-style-type: none"> <li>- 3 years of experience in construction management / site supervision experience</li> <li>- University degree in civil engineering or related field. This can be substituted with at least 6 years of experience in the field.</li> <li>- 3 examples of work where he/she was involved as a chief engineer. Provide project, year, value and client</li> </ul> </li> <li>➤ Minimum 1 dedicated technical personal (site representative/ foreman) in each area. This person will be able to facilitate and confirm measurements in construction sites. In addition, he/she will be able to share with bidder`s main office, being authorized to act on behalf of the contractor, and to provide updates of progress and challenges to DRC area offices.</li> <li>➤ Minimum 1 staff for Quality and Labor Safety</li> <li>➤ Minimum Administrative staff availability: <ul style="list-style-type: none"> <li>1 staff up to 2 areas</li> <li>2 staff from 3 to 5 areas</li> <li>3 staff from 6 to 8 areas</li> </ul> (Additional staff could be involved during implementation upon request from DRC, if required).</li> </ul>	<p>Bidder does not have an adequate number of skilled workers or lacks experience in shelter repair projects.</p>	<p>Annex G Curriculum Vitae (CVs) of the Chief Engineer</p> <p>Company Profile</p>
3	<b>Quality Assurance/ Quality Control and Labor Safety</b>	<p>Bidder should provide information about dedicated person who is legally assigned in the company for QA/QC and Labor Safety and Bidder should provide QA/QC and Labor Safety plan for the construction works</p>	<p>No responsible person assigned for QA/QC and Labor Safety.</p> <p>Bidder fails to provide QA/QC and Labor Safety plan</p>	<p>Copy of Order (Nakaz)</p>

			for the construction works	
4	<b>Waste management and garbage collection and removal</b>	Bidders should provide agreements or licenses related to waste management and garbage collection and removal including the proof of access to appropriate waste disposal sites or facilities where construction waste can be legally and safely disposed of. If it does not exist in that case bidders should provide a Confirmation Letter or Statement from waste management companies or facilities verifying that the bidder has arrangements in place for the collection and disposal of construction waste.	Bidder fails to provide any agreement, license or at least a Confirmation Letter or Statement from waste management companies or facilities	Agreements or licenses related to waste management and garbage collection and removal including the proof of access to appropriate waste disposal sites or facilities where construction waste can be legally and safely disposed of. If it does not exist in that case bidders should provide a Confirmation Letter or Statement from waste management companies or facilities verifying that the bidder has arrangements in place for the collection and disposal of construction waste.
5	<b>Reference Letters</b>	Submission of minimum 3 positive references	Lack of reference letter or identification of negative performance	Confirmation of minimum 3 positive reference submitted

#### D. 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 A.3 BoQs and Annex A.4 Financial Bid Form**.



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

- **Tender & Contract Award Acknowledgment Certificate (Annex B), and the Supplier Profile and Registration form, plus any other documents as stated in the Table 1.3 (Administrative evaluation)**

Bids not submitted on Annex A.3 and 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.4
- 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-2024-023**  
**TECHNICAL BID**  
Bidder Name:

**ITB No.: ITB-UKR-2024-023**  
**FINANCIAL BID**  
Bidder Name:

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

**ITB No.: ITB-UKR-2024-023**  
**17/52 Bohdan Khmelnytskyi Str. 01001 Kyiv,**  
**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.4
  - 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**

N/A.

## **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. In the event that the bidder submits a price in USD, the FWA will be signed in USD; in that case, each Work Order will be generated in UAH based on the exchange rate that had been published in the NBU (National Bank of Ukraine) on the date of the Work Order.

### **C. Language**

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

**D. Packaging**

N/A.

**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.

**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 confidentiality 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 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](#): Reports of suspected corruption can also be reported directly to DRC HQ at [c.o.conduct@drc.ngo](mailto:c.o.conduct@drc.ngo)

#### **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 Procurement Manger, [ukr-procurement@drc.ngo](mailto:ukr-procurement@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 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 Web](#)

## **XXI. ITB DOCUMENTS**

This ITB document contains the following:

1. This covering Letter
2. Annex A.1: Scope of Works (SoW)
3. Annex A.2: Terms of Reference (ToR)
4. Annex A.3: Bill of Quantities (BoQ)
5. Annex A.4: Financial Bid Form
6. Annex B: Tender and Contract Award Acknowledgment Certificate
7. Annex C: DRC Supplier Code of Conduct
8. Annex D: DRC General Conditions of Contract
9. Annex E: Supplier Profile and Registration
10. Annex F: Clarifications on the legal basis of VAT exemption
11. Annex G: Curriculum Vitae (CVs) of the Chief Engineer

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 ITB document is made in English and Ukrainian, in case of a conflict between the content of the Ukrainian and English versions thereof, the English version shall prevail.**

Yours sincerely