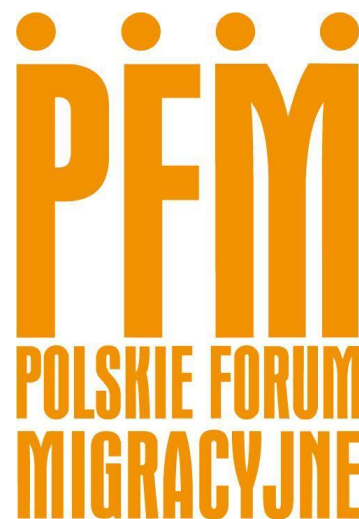


Invitation to Bid

Fundacja Polskie Forum Migracyjne
05-080 IZABELIN, ORŁA BIAŁEGO 44 A, POLAND
KRS:0000272075



Invitation to Bid No: **PFM 1/10/2023**
13/10/2023

Dear Sir/Madam:

The Polish Migration Forum Foundation (PFM) has received a grant from Danish Refugee Council (DRC) for the implementation of the humanitarian aid operation entitled Protection Monitoring. Part of this operation is the supply of the sleeping bags. Therefore, the Polish Migration Forum requests you to submit price bid for the supply of the item listed on the attached Bid Form Annex A.

Polish Migration Forum Foundation (PFM) requests to submit price bid(s) for the supply of the items listed below:

Item (including specification)	Size	Qty
Sleeping bag - EN 13537 standard, synthetic filling, nylon/ polyester outer material, <u>mummy shape (corrected 23/10/17 from "mummy or rectangular shape")</u> , for height up to 195cm, dark colours (black, grey, dark green, brown, olive, camo), outer material: polyester (190T) with hydrophobic properties, comfort temperature -7, minimum temperature - 12, weight 1800-2200g, drawstring around head, example model SnugPak Extreme Sleeper, no reflecting elements.	n/a	664

Delivery specification:

Delivery address:	384 pieces: Oliwia Hurley, Budy 45, 17-230 Białowieża, Poland. 160 pieces: Kaja Kojder, Ciumicze 8, 16-120 Krynki, Poland. 120 pieces: Katarzyna Sołowiej, ul. Gajowa 8, 15-794 Białystok, Poland.
Delivery deadline (including all	15/12/2023

customs procedures):	
Specific conditions of delivery:	Delivery in stackable cardboard boxes or similar, all customs should be included in the delivery time and final price offered.

1. TENDER DETAILS:

The Tender details are as follows:

L	Item	Time, date, address as appropriate
1	ITB published	13.10.2023 12:00 CET
2	Closing date for clarifications	30. 10.2023, 12:00 CET
3	Closing date for receiving sample items	05.11.2023, 12:00 CET
4	Closing date and time for receipt of bids	05.11.2023, 23:59 CET
5	Tender Opening Location	Prosta 51, 00-838 Warsaw, Poland
6	Tender Opening Date and time	06.11.2023, 12:00 CET

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

2. IMPORTANT INFORMATION REGARDING THIS ITB:

- This ITB is launched for the purpose of establishing a framework agreement with the supplier for the supply of sleeping bags for a period up to 31. 12. 2023.
- The delivery time of the supply shall be within 45 days of placing order. PFM may terminate the contract or impose other penalties if supplier fails to deliver items within this period.
- PFM may choose to split the contract award to more than one supplier.
- In case of necessary customs clearance process the Bidder should include the duration of customs clearance into the delivery duration.
- The Bidder must be in line with all EU regulations and it is the Bidder's responsibility to adhere to them.
- Payments will be split into two installments
 - advance of 20% of the total procurement value will be paid after signing the contract,
 - remaining 80% of the total procurement value will be paid after approved delivery,
- 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 PFM as part of the bid.

3. SELECTION AND AWARD CRITERIA

Only bids that will meet administrative criteria will be considered in the technical and financial evaluation. This tender will be awarded to the bid based on the evaluation criteria consisting of: total price, technical compliance and delivery schedule. The technical specification is stated in Annex A.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. Documents and items listed below shall be submitted with your bid.

#	Annex #	Document	Instructions
1	A1	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	B	Tender and Contract Award Acknowledgement Certificate	Complete ALL sections in full, sign, stamp and submit.
4	C	Supplier Profile and Registration Form	Complete ALL sections in full, sign, stamp and submit.
5	n/a	Item sample	Provide sample of the item offered.

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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 – Technical Bid Form.

C. Financial Evaluation

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

4. 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

5. SUBMISSION OF BIDS

Bidders are solely responsible for ensuring that the full bid is received by The Polish Migration Forum Foundation in accordance with the ITB requirements, prior to the specified date and time mentioned above. PFM 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 **Bid Form (Annex A.1 and A.2)**.
- **The Annex B and Supplier Profile and Registration form should be enclosed.**
- **Samples are required to be submitted together with the bid for all products listed in the DRC Bid Form (Annex A). Further instructions are provided in section 5.**

Bidders are solely responsible for ensuring that the full Bid is received by The Polish Migration Forum Foundation in accordance with the ITB requirements.

Email submission:

Bids must be submitted by email to the following dedicated, controlled, & secure email address: przetargi@forummigracyjne.org.

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
 - 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.

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

The Polish Migration Forum Foundation is not responsible for the non-receipt of Bids submitted by email as part of the e-Tendering process.

6. SUBMISSION OF SAMPLES

The sample should include 1 item of sleeping bag, same as indicated in the Technical and Financial Bid Form. Sample packaging shall be clearly marked 'Samples' with the ITB number and the Bidder's name.

The samples should be delivered:

- to the address: **PFM, Prosta 51 (1 floor), 00-838 Warsaw, Poland.**
- not later than on 05.11.2023, 12:00 CET.

7. COMPLETION OF BID FORM

Prices Quoted

Any discount offered shall be included in the Bid price.

Currency

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

Language

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

Packaging

Packaging shall be of International shipping standard, strong quality, and suitable for shipment as provided in the Bid Form.

Origin

Country of origin of the items shall be clearly stated.

Presentation

Bids should be clearly legible. All documentation shall be written in English. All Bids shall be signed by a duly authorized representative of the Bidder.

Split Award

DRC reserves the right to split awards.

Validity Period

Bids shall be valid for at least the minimum number of days specified in the ITB from the date of Bid closure. PFM 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.

8. ACCEPTANCE

PFM 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.

9. AWARD OF CONTRACTS

This ITB does not commit PFM 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 PFM. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of PFM and the successful Bidder.

PFM will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened. PFM 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 PFM ITBs.

10. 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 The Polish Migration Forum Foundation 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 PFM, 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.

11. IMPROPER ASSISTANCE

Bids that, in the sole opinion of the Polish Migration Forum Foundation, have been compiled:

- With the assistance of current or former employees of PFM, or current or former contractors of PFM 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 PFM information not made available to the public or to the other Bidders,
- In breach of an obligation of confidentially to PFM, 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 PFM, 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 employee of, or otherwise engaged by, PFM and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this ITB relates.

12. CORRUPT PRACTICES

PFM 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 PFM 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 PFM, including tendering, award or execution of contracts. PFM 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.

13. 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 PFM and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any PFM contract a conflict of interest arises, or appears likely to arise, the Bidder shall notify PFM 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 PFM, or cases in which any PFM official, employee or person under contract with PFM 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 PFM may reasonably require, to resolve or otherwise deal with the conflict to the satisfaction of PFM.

14. 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 PFM suppliers List. A Bidder may modify its Bid prior to the ITB closure. No modification shall be allowed after the ITB closure.

15. LATE BIDS

All Bids received after the ITB closure will be rejected.

16. 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 PFM in its decision concerning the award of the contract will result in the immediate rejection of the tender.

17. CANCELLATION OF THE ITB

In the event of an ITB cancellation, Bidders will be notified by PFM.

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.

PFM 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 PFM has been advised of the possibility of damages. The publication of a procurement notice does not commit PFM to implement the programme or project announced.

18. QUERIES ABOUT THIS ITB

For queries on this ITB, please contact o.hurley@egala.org.pl.

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: <https://forummigracyjne.org/>

19. ITB DOCUMENTS

This ITB document contains the following:

- 1. This covering Letter**
- 2. Annex A.1: Technical Bid Form**
- 3. Annex A.2: Financial Bid Form**
- 4. Annex B: Tender and Contract Award Acknowledgment Certificate**
- 5. Annex C: Supplier Profile and Registration**

Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. PFM 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.