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| **REQUEST FOR QUOTATION (RFQ) NUMBER: 20220425-01**  **FOR THE PROCUREMENT OF: Food commodities for Ukraine**  **ISSUED BY: Caritas Poland (CP)**  **UNDER: Meet the basic nutritional needs of conflict affected population in Ukraine.**  **ISSUE DATE: April 25th , 2022**  **CLOSING DATE: May 6th, 2022** |

Caritas is the largest pastoral charitable organization in Poland. The organization was reopened on 10 October 1990 by the Polish Bishops’ Conference, but its history goes back to the tradition of Caritas charity work from before 1950. It coordinates the work of 45 diocesan and archdiocesan Caritas in Poland, which operate professional aid institutions. Caritas Poland is a part of Caritas Internationalis and Caritas Europe network. We grant immediate and long-term, material and financial aid to the unemployed, the homeless, the sick, the disabled, the elderly, orphans, children from poor families, families with many children and migrants and refugees. Caritas Poland also provides humanitarian aid in to the victims of war and natural disasters outside the borders of Poland, including work with partner Caritas organization in the Middle East, Yemen, Africa and Columbia.

Our mission is to reach any and every person in need with material, as well also spiritual support. We show love and compassion through our work with those suffering, in poverty and who lost hope. Solidarity, common good and the dignity of every human being are our guiding principles. Our work is inspired by the principles of Catholic Social Teaching, with an emphasis on remembering the most poor and vulnerable. Our heartfelt commitment is to combat poverty, social exclusion and build a just and loving society for all, in Poland and beyond. Caritas supports others, especially through its employees and volunteers, who are its great strength. They are the life and breath of our organization. By accompanying people in their poverty and suffering, Caritas wants to build a relationship of trust and openness. We understand our mission not only as a duty or a job, but as service and a way of life.

1. **INTRODUCTION:**

Caritas Poland is accepting quotations from suppliers for the provision of kitted/packed food items or Bulk/Non kitted food items for Ukraine (See Annex A – sheet 4.1 Offer – Kitted & sheet 4.2 Offer - Bulk)

1. **REQUIREMENTS & CONDITIONS:**
   1. **Incoterms 2020 (insured): DDP**
   2. **Mode of Transport:** Road
   3. **Delivery Location:** Lublin and/or Rzheszow and/or Lviv (see Annex A sheet 3. Capacities checklist) – will be determined based on the situation.
   4. **Latest Delivery Date:** Leadtime must be indicated on quote.
   5. **Bid Validity:** Quote must be valid for 45 days from date of submission.
   6. **Payment Terms:** N30
   7. **Currency:** EURO
   8. **Language:** All documentation, including installation and operating manuals shall be in English or Polish
   9. **Other:**  See in Annex A the required document
      1. 1. Supplier profile
      2. 2. Supplier’s references
      3. 3. Capacities check list
      4. 4.1 Offer kitted items
      5. 4.2 Offer bulk items
      6. 5. Certification
2. **QUOTE SUBMISSION:**

Quotes are to be submitted by email to: [oferty@caritas.org.pl](mailto:oferty@caritas.org.pl)no later than the bid due date (extension requests must be received in advance of bid due date). Submissions must not exceed 10MB and should specify the RFQ number in the message subject line.

For any clarification/questions about the RFQ, you may contact [lionel.lajous@crs.org](mailto:lionel.lajous@crs.org)

1. **EXPRESSION OF INTEREST:** Send an email expressing supplier’s intent to respond to this tender to [lionel.lajous@crs.org](mailto:lionel.lajous@crs.org).
2. **EVALUATION:** Received quotes will be evaluated using a 2-stage process:
3. **Responsiveness [Pass/Fail]:**   Quotes must be complete and compliant.  A quote will be deemed complete and compliant if the quote is signed, meets product specifications is valid for at least 45 days, and is substantively responsive to the terms and conditions of the RFQ.
4. **Evaluation of bids:**  Responsive bids will undergo Capacities; Pricing & Lead Time Evaluation as follows:
5. **Capacities criteria (40%) -** Criteria used to evaluate the bidder’s ability, skill and experience in relation to the requirements.
6. **Commercial criteria (25%)** - Criteria used to evaluate the commercial competitiveness of a bid
7. **Delivery Date 35% -** Criteria used to evaluate the timeliness of the delivery
8. **REJECTION OF AWARD:**
   1. CP may reject any quote that is not substantively responsive to the terms and conditions of the RFQ.
   2. CP is not bound to accept the lowest or any quote and reserves the right to accept any quote in whole or in part and to reject any or all quotes without assigning any reason therefore and to Contract on any of the terms offered or on different terms.
   3. CP will send a Notice of Award to the winning bidder.
9. **ELIGIBILITY:**

Vendors must not be associated or have been associated in the past directly or indirectly with a firm or any of its affiliates which have been engaged by CP to provide services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this request for quotation.

Bidders, Suppliers and Service Providers, while conducting their activities, shall comply with the following (Sample of agreement language):

1. **REPRESENTATIONS, WARRANTIES** Vendor represents and warrants that:
   1. The statements made by Vendor are true, complete, and accurate, and Vendor has not and shall not misrepresent, falsify, or hide any relevant fact or circumstance related to the pursuit or performance of this Agreement, and has not and shall not participate in any other practice that could be construed as illegal or corrupt. If Vendor becomes aware of (i) any actual or potential conflict between the financial interests of any person affiliated with Vendor and that person’s duties with respect to this Agreement; or (ii) any other practice that affects the integrity of this Agreement, Vendor shall immediately disclose such conflict of interest directly to CP.
   2. Vendor’s operations are in compliance with all domestic or foreign, state or local statutes, laws, ordinances, regulations, or other requirements of any Governmental Entity applicable to Vendor and Vendor’s performance of its obligations under this Agreement (collectively, “***Applicable Laws***”).
   3. Product shall be free from defects in material and workmanship.
   4. Vendor shall hold in confidence the terms of this Agreement and shall not publicly disclose this Agreement without CP’s prior consent.
   5. Vendor shall not use CP’s name, logo, or trademark in any way, including without limitation, in a general or sample listing of Vendor’s customers, without prior written consent of CP.
   6. Vendor, its employees, any sub-contractors and sub-contractors’ employees has not and may not (a) Engage in severe forms of trafficking in persons; (b) procure any commercial sex act; or (c) use forced labor in the performance of this Agreement or any sub-contracts under this Agreement. For purposes of this provision, “employee” means an individual who is engaged in the performance of this Agreement as a direct employee, consultant or volunteer of Vendor or any of its respective sub-contractors. Vendor shall notify CP immediately of any information received from any source alleging a violation of this provision. Any violation of this provision is grounds for the immediate termination of this Agreement.
   7. Vendor has not paid, directly or indirectly, any official or employee of any authority to attempt to influence the awarding, extension or modification of any contract in favor of Vendor.
2. **INSURANCE** Vendor shall procure and maintain insurance during the Term adequate to cover all performance and indemnifications under this Agreement. Such insurance coverage shall specifically include workers insurance for injury compensation, payroll taxes and unemployment insurance on behalf of Vendor’s employees of not less than the minimum required by Applicable Laws.
3. PROHIBITION AGAINST TERRORIST FINANCING The Vendor must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including, but not limited to, those individuals or entities that appear on the United Nations Security Council designation list (available online from the United Nations).
4. INTELLECTUAL PROPERTY The Vendor certifies that any work product prepared by the Vendor as part of its work performed under this Agreement will not misappropriate or infringe the intellectual property rights of CP or any third parties. The Vendor hereby indemnifies CP for any failure to adhere to such certification.
5. CODE OF CONDUCT
   1. The Vendor shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the performance of its obligations under this Agreement and the administration of this Agreement and any related contracts. No employee, officer or agent of the Vendor may participate in the selection, award or administration of a contract if such individual has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Vendor shall neither solicit nor accept gratuities, favors or anything of monetary value from other contractors or parties to contracts. However, the Vendor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees or agents of the Vendor.
   2. If the Vendor has a parent, affiliate, or subsidiary organization, the Vendor must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Vendor is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
6. **NON DISCRIMINATION IN EMPLOYMENT:** Vendor warrants that it will not discriminate against any employee or applicant for employment because of race, religion, color, or national origin. Vendor is on notice that CP may utilize federal funding for the purchase of the Products and/or services under this agreement.
7. **COST OF PROVIDING QUOTES**

Bidders shall bear all costs associated with the preparation and submission of the quote, and CP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

1. **CLARIFICATIONS AND AMENDEMENTS OF REQUEST FOR QUOTATION**

To assist in the examination, evaluation and comparison of Quotes, CP may, at its discretion, ask the Supplier/Vendor for clarification of its Quote. The request for clarification and the response shall be in writing and no change in price or substance of the Quote shall be sought, offered, or permitted.

CP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective supplier/vendor, amend the Request for Quotation. To afford prospective suppliers/vendors reasonable time in which to take the amendments into account in preparing their offers, CP may, at its discretion, extend the deadline for the submission of quotes. Any amendments will be published in the same manner as the present tender.

**ANNEX A: Specifications and Quotes**

Proposals may be submitted by utilizing the quote document in Annex A or may be submitted by bidders official company quote document or letterhead with company stamp. All information requested below must be included on bidders quote document.