

Request for Quotations (RFQ)

RFQ Number: RFQ #OPS-2021-006

Issuance Date: February 1, 2021

Deadline for Offers: February 19, 2021 15:00 Chisinau time
EXTENDED DEADLINE February 25, 2021 15:00 Chisinau time
EXTENDED DEADLINE March 11, 2021 15:00 Chisinau time

Description: Provision of Translation and interpretation services on a Long Term Agreement basis for the National Association of ICT Companies (ATIC) and its projects

For: National Association of ICT Companies (ATIC), including projects
a) Eu4Moldova Startup City Cahul Project
b) Moldova ICT Excellence Center Project (ICTEC)

Funded by: a) EU through Sweden
b) United States Agency for International Development (USAID)

Issued by: National Association of Private ICT Companies (ATIC)

ATIC Point of Contact: livadari@ict.md - Liuba Livadari, Procurement Manager

Section 1: Instructions to Offerors

1. Introduction

About ATIC

THE MOLDOVAN ASSOCIATION OF ICT COMPANIES (“ATIC”) is the business Organization uniting 45 companies. Umbrella Organization gathering over 5000 employees.

Being established in 2006, ATIC is the action leading association and the voice of the Moldovan ICT industry that promotes the development of the ICT sector in Republic of Moldova through viable partnerships between companies, similar organizations, government, state institutions and international organizations. The association was founded to represent the industry on different policy and legislative issues and to facilitate the exchange of best practices between members. ATIC mission is to protect and promote the Association members’ interests as well as facilitate a more favorable ICT business climate.

About the ATIC two biggest projects:

The ICTEC Project started as a USAID program implemented by the National Association of ICT Companies (ATIC). In 2016, the Government of Sweden joined the program and expanded the operations and content programs of Tekwill. The project is implemented as a private-public partnership (through Global Development Alliances instrument (GDA)), between the Moldovan Government, private industry, academia and donors. The private partners include multinational companies, IBM and Microsoft, and also Moldovan Association of Private ICT Companies (ATIC) members that are local (operated) ICT companies. The private partners bring significant new resources, ideas, software, technologies and development activities, such as trainings, practical assignments, and mentorship. The private sector partners will have the chance to use the center to communicate with the university, SMEs, startups, professionals and contribute to the

curricula improvement answering the market needs, as well as the improvement of the IT and entrepreneurship ecosystem that will lead to the economic growth of the country. The Government of Moldova supports this project at the highest level of the Prime Minister, and the partners include Ministry of ICT, Ministry of Education, and E-Government Center.

The EU4Moldova: Startup City Cahul Project financed by EU through Sweden is in line with the Annual Action Programme 2019 in favor of the Republic of Moldova and its Action entitled, based on the Commission Decision ENI/2019/042-243.

The overall objective of the Action is to harness and strengthen the potential of the digital economy and enhance regional competitiveness, its business and its investment environment.

The specific objectives are:

- Foster partnerships for innovation and entrepreneurship between the private sector, public sector and educational institutions in the region of Cahul.
- Promote technology, problem solving and creative solutions in learning and make STEM topics (Science, Technology, Engineering and Mathematics) more attractive for women and men, girls and boys.
- Facilitate the emergence of start-ups in innovative sectors, build their capacity and investment readiness.

The purpose of this RFQ is to solicit quotations for the services detailed in Section 3: Specifications and Technical Requirements.

Offerors are responsible for ensuring that their offers are received by ATIC in accordance with the instructions, terms, and conditions described in this RFQ. Failure to adhere with instructions described in this RFQ may lead to disqualification of an offer from consideration.

- 2. Offer Deadline and Protocol:** Offers must be received no later than 15:00 local Chisinau time on February 19, 2021 by email or by hard copy delivery to the ATIC office. Any emailed offers must be emailed to llivadari@ict.md . Any hard copy deliveries must be sealed, stamped, and signed by the offeror's authorized representative and delivered to the ATIC Office located at 9/11, Studentilor Str., Chisinau.

Please reference the RFQ number in any response to this RFQ. Offers received after the specified time and date will be considered late and will NOT BE ACCEPTED.

- 3. Questions:** Questions regarding the technical or administrative requirements of this RFQ may be submitted not later than 12:00 local Chisinau time on February 16, 2021 by email to llivadari@ict.md Questions must be submitted in writing; phone calls will not be accepted. Questions and requests for clarification—and the responses thereto—that ATIC believes may be of interest to other offerors will be circulated to all RFQ recipients who have indicated an interest in bidding.

Only the written answers issued by ATIC will be considered official and carry weight in the RFQ process and subsequent evaluation. Any verbal information received from employees of ATIC or any other entity should not be considered as an official response to any questions regarding this RFQ.

- 4. Specifications:** Section 3 contains the terms of reference of the required services.
- 5. Quotations:** Quotations in response to this RFQ must be priced on a fixed-price, all-inclusive basis.

5.1 Currency of quotation: Pricing must be presented in MDL. Other currencies are not accepted.

- 5.2 Validity of Quotation: Offers must remain valid for not less than one hundred (120) calendar days after the offer deadline. Offers with shorter validity shall not be further accepted. ATIC may require the extension of the quotation validity time. If bidders will decline the request of quotation validity extension, those offers shall be disqualified.
- 5.3 Quotation format and mandatory documents: Offerors are requested to provide an official quotation using the as per the forms A-F attached to this RfQ.

Mandatory documents: Offerors responding to this RFQ are requested to submit the following mandatory documents:

- A completed tender application in accordance with the requirements of the procurement documentation (FORM A);
- Letter of Transmittal (FORM B)
- Certificate Of Independent price Determination (FORM C)
- Certification Regarding Responsibility Matters (FORM D)
- Evidence of Responsibility Statement (FORM E)
- Financial Offer – Quotation (FORM F)
- Copies of the constituent documents (in the latest version), with the attachment of the existing changes;
- Document confirming registration as a business entity in accordance with the national legislation;
- Certificate of registration as a tax payer;
- Company profile with a focus on information regarding similar experience with long-term agreements for similar translation and interpretation services (B2B);
- Qualification certificates, awards (if any);
- 2 reference letters, 2 job completion documents regarding similar services/contracts
- List of corporate customers for translation/interpretation services from the past 3 years
- Company's team assigned for the contract implementation: name, title, educational qualification, and professional experience including related to similar assignments (CVs and certifications/diplomas of translators for each required language).
- Quality assurance mechanism and risk mitigation description.

5.4 Multiple quotations: Offeror shall not submit more than one quotation as part of this RfQ process. ATIC reserves the right to reject separate bids submitted by two or more offerors, if they are related organizations or any have common controlling partners, are subcontractors to each other, are affiliates, etc.

5.5 Partial quotations: NOT ALLOWED. Partial quotations will not be accepted by ATIC.

5.6 Discounts: Bidders are welcomed to offer unconditional or cumulative value discounts (discounts that increase along with the order value, through the validity of the Long Term Agreement). Also, early payment discounts may be offered, for payments faster than the standard payment term provided by ATIC (15 calendar days).

Offered prices and discounts shall be considered maximum prices and remain fixed during the Long-Term Agreement validity.

6. Delivery: The delivery location for the items described in this RFQ is Moldova. As part of its response to this RFQ, each offeror is expected to provide an estimate (in calendar days) of the delivery timeframe (after receipt of order). The delivery estimate presented in an offer in response to this RFQ must be upheld in the performance of any resulting contract.

7. Source/Nationality/Manufacture¹: All goods and services offered in response to this RFQ or supplied under any resulting award must meet **USAID Geographic Code 110** in accordance with the United States Code of Federal Regulations (CFR), [22 CFR §228](#). The cooperating country for this RFQ is Moldova

Offerors may not offer or supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria. (Applicable for USAID funded Projects)

8. Warranty: N/A

9. Taxes and VAT: Good and services for ATIC general needs, will be provided at a price with VAT included. For ATIC project needs, according to the local legislation on international technical assistance projects, goods and services will be provided at VAT 0% rate (and exempted of other direct and indirect taxes if the case) upon presentation of ATIC/donor justification documents.

10. Eligibility:

By submitting an offer in response to this RFQ, the offeror certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for an award.

In accordance with Federal Acquisition Regulation (FAR) Clause 52.209-6, "Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment," (SEP 2006), no commodities, software, goods, materials, or services shall be eligible for USAID financing or reimbursement under this subcontract if provided by a subcontractor or supplier (or a subcontractors' or suppliers' principle) that is debarred, suspended, or proposed for debarment by USAID or the USG. This applies to the Subcontractor and the Subcontractor's subcontractors and suppliers as well. (applicable as the required services will be also provided for USAID funded projects)

As per EU procurement rules, a subcontractor is eligible if:

- it is not included in the EU Sanctions List or are subject to EU Restrictive Measures provided at www.sanctions1ap.eu and all its employees, consultants, suppliers and contractors involved in fulfilment of this Agreement or implementation of any part of the Project are not included in the EU Sanctions List or are subject to EU Restrictive Measures and none part of the Fee is made available to, or for the benefit of, persons, groups and entities designated under the EU Sanctions List or subject to EU Restrictive Measures. The Provider shall cooperate with the Beneficiary in this respect and promptly inform the Beneficiary if it reveals that any recipient of such funds falls under EU Sanctions List / EU Restrictive Measures.
- it does not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion;
- it refrains from corruption and other irregularities and requires all its employees, consultants, suppliers and contractors involved in fulfilment of this Agreement or implementation of any part of the Project to refrain from any such corruption and other irregularities. Corruption and other irregularities refer to all kinds of: (1) corruption, including bribery, nepotism, illegal gratuities or other form of abuse of trust, power and position for improper gain; (2) misappropriation of cash, inventory and all other kinds of assets; (3) financial and non-financial fraudulent statements; (4) all other use of Project/Core Activities funds which is not in accordance with the work plan and Budget approved under SIDA-ATIC Agreement. The Provider shall cooperate with the

¹ Applicable given the fact that the services contracted based on this LTA may also be used in support to the implementation of USAID funded projects.

Beneficiary in this respect and promptly inform the Beneficiary of any indication of corruption and other irregularities and investigate the presence of corruption and other irregularities and take action, including legal actions, against persons suspected of corruption and other irregularities;

- it takes all necessary precautions to avoid any conflicts of interest in all matters related to fulfilment of this Agreement or implementation of any part of the Project and ensures its employees, consultants, suppliers and contractors are not placed in a situation which could give rise to conflict of interest. A conflict of interest shall be deemed to arise where the impartial and objective exercise of the functions of any person fulfilling the Agreement and/or implementing of any part of the Project is compromised. (applicable as the required services will be also provided for EU/Sweden funded projects)

11. Evaluation and Award: The award will be made in accordance with ATIC procurement to a responsible offeror(s) whose offer(s) follow(s) the RFQ instructions, meets the eligibility requirements, and lowest-priced, technically acceptable approach: meets or exceeds the minimum required technical specifications, and is judged to be the best value based on a lowest-price, technically-acceptable basis.

Please note that if there are significant deficiencies regarding responsiveness to the requirements of this RFQ, an offer may be deemed “non-responsive” and thereby disqualified from consideration. ATIC reserves the right to waive immaterial deficiencies at its discretion.

Best-offer quotations are requested. It is anticipated that award will be made solely on the basis of these original quotations. However, ATIC reserves the right to conduct any of the following:

- ATIC may conduct negotiations with and/or request clarifications from any offeror prior to award.
- While preference will be given to offerors who can address the full technical requirements of this RFQ, ATIC may issue a partial award or split the award among various suppliers, if in the best interest of the Project.
- ATIC may cancel this RFQ at any time.

Please note that in submitting a response to this RFQ, the offeror understands that or ATIC or any of ATIC’s Project Donors is not a party to this solicitation and the offeror agrees that any protest hereunder must be presented—in writing with full explanations—to ATIC for consideration or ATIC Project Donor will not consider protests regarding procurements carried out by implementing partners. ATIC, at its sole discretion, will make a final decision on the protest for this procurement.

Please refer to Section 3 for details on the evaluation criteria.

12. Terms and Conditions: This is a Request for Quotations only. Issuance of this RFQ does not in any way obligate ATIC to make an award or pay for costs incurred by potential offerors in the preparation and submission of an offer.

This solicitation is subject to ATIC’s standard terms and conditions. Any resultant award will be governed by these terms and conditions; a copy of the full terms and conditions is available upon request. Please note the following terms and conditions will apply:

- (a) ATIC’s standard payment terms are net 15 days after provision and acceptance of any commodities or deliverables. Payment will only be issued to the entity submitting the offer in response to this RFQ and identified in the resulting award; payment will not be issued to a third party.
- (b) Any award resulting from this RFQ will be firm fixed price, in the form of a Long-Term Agreement.

- (c) The title to any goods supplied under any award resulting from this RFQ shall pass to ATIC following delivery and acceptance of the goods by ATIC. Risk of loss, injury, or destruction of the goods shall be borne by the offeror until title passes to ATIC.

As the services required under this RfQ may be provided for USAID funded projects, the below paragraphs should also be considered (d, e, f):

- (d) No commodities or services may be supplied that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria.
- (e) Any international air or ocean transportation or shipping carried out under any award resulting from this RFQ must take place on U.S.-flag carriers/vessels.
- (f) United States law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. The supplier under any award resulting from this RFQ must ensure compliance with these laws.

13. Liquidated damages

The Long-Term Agreement(s) resulting from this RfQ will include the below liquidated damages clause:

Without affecting any of the Other rights and remedies of ATIC, including but not limited to those mentioned in ATIC Contract general terms and conditions, if the contractor fails to provide the services or the deliverables as per the time frame set out in the relevant contract, or in case ATIC determines that the services/deliverables provided by the Contractor do not comply the requirements of the LTA contract, ATIC may claim Liquidated damages from the Contractor. The Contractor may pay the liquidated damages to ATIC, or ATIC may deduct the calculated liquidated damages from Contractor's invoice(s)/fiscal note(s). The liquidated damages amount will be determined as: a) 0.5%/day of delay of the fee for the delayed services/deliverables or b) 0.5% of the time-based rate applied to all Contractor Personnel required to provide the concerned services/deliverables, until the compliant performance/delivery of services/deliverables, up to a limit of 10% (ten per cent) of the value of the relevant Services. The payment of the liquidated damages will not relieve the Contractor from any of its obligations and liabilities set up in the signed LTA contract.

Section 2: Offer Checklist

To assist offerors in preparation of proposals, the following checklist summarizes the documentation to include an offer in response to this RFQ:

<input type="checkbox"/>	A completed tender application in accordance with the requirements of the procurement documentation (FORM A);
<input type="checkbox"/>	Letter of Transmittal (FORM B)
<input type="checkbox"/>	Certificate Of Independent price Determination (FORM C)
<input type="checkbox"/>	Certification Regarding Responsibility Matters (FORM D)
<input type="checkbox"/>	Evidence of Responsibility Statement (FORM E)
<input type="checkbox"/>	Financial Offer – Quotation (FORM F)
<input type="checkbox"/>	Copies of the constituent documents (in the latest version), with the attachment of the existing changes;
<input type="checkbox"/>	Document confirming registration as a business entity in accordance with the national legislation;
<input type="checkbox"/>	Certificate of registration as a tax payer;
<input type="checkbox"/>	Company profile with a focus on information regarding similar experience with long-term agreements for similar translation and interpretation services (B2B);
<input type="checkbox"/>	Qualification certificates, awards (if any);
<input type="checkbox"/>	2 reference letters regarding similar services/contracts
<input type="checkbox"/>	2 job completion documents regarding similar services/contracts
<input type="checkbox"/>	List of corporate customers for translation/interpretation services from the past 3 years
<input type="checkbox"/>	Company's team assigned for the contract implementation: name, title, educational qualification, and professional experience including related to similar assignments (CVs and certifications/diplomas of translators for each required language).
<input type="checkbox"/>	Quality assurance mechanism and risk mitigation description.

Section 3:

Terms of reference

Provision of Translation and interpretation services on a Long-Term Agreement basis for the National Association of ICT Companies (ATIC)

1. Background

The Moldovan Association of ICT Companies promotes the development of the ICT sector in the Republic of Moldova through viable partnerships between the private companies, similar organizations, state institutions, international organizations. As part of ATIC's operational and programmatic activities, ATIC requires translation and interpretation services in the support of the implementation of its general mission and project related goals.

ATIC is interested in contracting one or several companies with relevant skills and experience to provide professional translation and interpretation services, as described in this Terms of Reference (ToR). The orders under the signed Long-Term Agreement (LTA) will be placed by ATIC for its general needs or on behalf of an ATIC project, and payments will be processed separately, according to ATIC internal rules.

The concerned LTA will be signed for a defined period, with no legal obligation to order any minimum or maximum quantity.

2. Duration of the LTA

The initial period on the LTA is 1 (one) year, with possibility of extension for 1 (one) additional year, upon positive performance evaluation. During the LTA validity, ATIC may place repetitive orders for varying ranges and quantities.

3. Purpose of the LTA

The Objective of the LTA is to facilitate and speed up the process of purchasing professional written and verbal translation services needed by ATIC.

4. Expected deliverables

Written translations: Orders will be placed based on hard copies or electronic versions of documents.

1.		WRITTENT TRANSLATION		
1.1	Romanian - Russian Russian - Romanian	Order volume	Time frame	
			Regular	Urgent
		1 - 15 pag.	2 days	1 day
		16 – 50 pag.	5 days	3 days
		51 - 100 pag.	10 days	6 days

1.2	Romanian – English English - Romanian	Order volume	Time frame	
			Regular	Urgent
		1 - 15 pag.	2 days	1 day
		16 – 50 pag.	5 days	3 days
		51 - 100 pag.	10 days	6 days

1.3	Russian – English English – Russian	Order volume	Time frame	
			Regular	Urgent
		1 - 15 pag.	2 days	1 day
		16 – 50 pag.	5 days	3 days
		51 - 100 pag.	10 days	6 days

1.4 Desktop publish services fee, applicable for all written translation (per page of translated document) – the company shall use desktop publishing tools scanning, page layout, graphic design, image processing to ensure that the translated document follows the source document. Per page desktop publishing fee to be applied.

The volume of the order will be determined based on 1 (one) conventional page. For editable electronic documents, 1 conventional page is considered 1800 characters (without spaces, but including textboxes, footnotes and endnotes) of source text. In case of source documents in form of non-editable electronic documents or hard copies which require document recognition, conversion, scanning before translation, the volume of translation will be based on 1 conventional page of 1800 characters (without spaces) but including textboxes, footnotes and endnotes in the translated document.

All documents for translation received from ATIC should be considered as confidential.

2. ORAL TRANSLATION	
2.1 Consecutive translation	English - Romanian and Romanian – English
2.2 Simultaneous translation	English – Russian and Russian – English
2.3 Whispered translation	Romanian – Russian and Russian – Romanian

5. Terms of order execution and order placement:

For written translations, the regular term of order execution should be 48 hours (2 days). For larger orders, the delivery term should be agreed with the ATIC order placer, based on the complexity of the task and any relevant order execution aspects. Upon completion of the assignment, the Company shall provide the translated document in the agreed time and format to ATIC.

For oral translation, the order should be placed not later than 24h before the services are needed. No fees for late cancelation of order to be charged.

The provided translations shall be:

- clear and accurate clearly reproducing the exact or as much as possible the meaning of the source text/speech)
- natural – using natural vocabulary appropriate to nature of the translated text
- communicative reproducing all the important details and meaning of the original text/speaker, understandable to the audience.

6. Evaluation of Services

The quality of the provided translation services will be evaluated considering the below indicators:

- Compliance to deadlines for deliverables
- Quality of work
- High degree of cooperation, flexibility, and effective communication with ATIC/ATIC order placer.

The Contractor will accept the right of ATIC to reduce or refuse the payment in case of its unsatisfactory performance of services: incomplete or low quality or services, failure to meet deadlines.

7. Qualification and experience required

The following qualifications and experience are required from potential contractors:

- Minimum experience in providing written and oral translation services – 3 years;
- Professional translators/interpreters: minimum 2 translators/interpreters for each required language (EN-RO-EN, EN-RU-EN, RO-RU-RO) – CVs and certificates to be attached
- Examples of translations from/into RO, RU, EN of texts related to IT and digital transformation, education, entrepreneurship (1 example for each language);
- Ability to meet tight deadlines
- Ability to accept short-notice orders
- Capacity to handle large translation orders to deliver the services in the agreed time (ability to sub-contract other companies or translators)
- Quality assurance mechanism put in place
- Experience with similar long term contracts will be an asset

8. Structure of the offer:

- A completed tender application in accordance with the requirements of the procurement documentation (FORM A);
- Letter of Transmittal (FORM B)
- Certificate Of Independent price Determination (FORM C)
- Certification Regarding Responsibility Matters (FORM D)
- Evidence of Responsibility Statement (FORM E)
- Financial Offer /Quotation (FORM F)
- Copies of the constituent documents (in the latest version), with the attachment of the existing changes;
- Document confirming registration as a business entity in accordance with the national legislation;
- Certificate of registration as a tax payer;
- Company profile with a focus on information regarding similar experience with long-term agreements for similar translation and interpretation services (B2B);
- Qualification certificates, awards (if any);
- 2 reference letters, 2 job completion documents
- Examples of translations from/into RO, RU, EN of texts related to IT and digital transformation, education, entrepreneurship (1 example for each language);
- List of corporate customers for translation/interpretation services from the past 3 years
- Company's team assigned for the contract implementation: name, title, educational qualification, and professional experience including related to similar assignments (CVs and certifications/diplomas of translators for each required language).
- Quality assurance mechanism and risk mitigation description.

9. Quotation

Financial offer must be submitted in MDL as per the attached template (FORM F - Financial Offer/Quotation).

10. Evaluation of Offers

The evaluation process will be conducted based on ATIC procedures. First the, offeror's will be checked for their eligibility, while the offers will be evaluated for their compliance to the mandatory requirements of this RfQ, including the completeness of the offer (submission of all the required documents). Incomplete offers will not be considered for further evaluation and will be disqualified.

Further, offers will be evaluated for their compliance to the technical criteria set in this ToR and for their price. ATIC will award the Long Term Agreement(s) to the company(ies) providing lowest price technically compliant offer(s).

Evaluation method detailed below:

Technical Criteria	Technical Sub-criteria	Maximum points assigned	Details on points assigned
1.	Overall compliance: Compliance of the offer to RfQ requirements (completeness of the set of documents)	5 pts	* incomplete offers will not be considered for evaluation
Sub-total 1		5 pts	
2.	Company's minimum 3-year experience in providing translation/interpretation services	10 pts	3 years - 5 pts, each additional year - 1 pts;
3.	Experience with similar LTA contracts (time bound contracts)	10 pts	1 LTA contract - 5 pts, additional contracts or contract extension - 5 pts
4.	Qualification of proposed translators	30 pts	For each language: up to 5 pts x 2 translators bachelor diploma/professional translator certificate - 2 pts; for each additional relevant certification + 0.5 pts, up to a total of 2.5 pts/translator, up to 5 pts/language.
4.1	<i>EN-RO-EN</i>	<i>5 pts x 2</i>	
4.2	<i>EN-RU-EN</i>	<i>5 pts x 2</i>	
4.3	<i>RO-RU-RO</i>	<i>5 pts x 2</i>	
5.	Quality of translated texts: Examples of text translations related to IT and digital transformation, education, entrepreneurship (1 example for each language):	30 pts	For each language up to 10 pts x 3 lang
5.1	<i>EN-RO-EN</i>	<i>10 pts</i>	Very good – 10 pts
5.2	<i>EN-RU-EN</i>	<i>10 pts</i>	Good - 7 pts
5.3	<i>RO-RU-RO</i>	<i>10 pts</i>	Satisfactory – 5 pts
6.	Quality assurance mechanism	10 pts	satisfactory mechanism - 5 pts.; good mechanism - 7 pts; excellent - 10 pts.;
7.	Order management mechanism	5 pts	satisfactory mechanism - 1 pts.; good mechanism - 3 pts; excellent - 5 pts.;
Sub-total 2		95 pts	
Total		100 pts	

If financial offers are similar, priority is given to the offer(s) with the highest technical score.

*Minimum passing score – 70% of the technical score or 70 pts.

11. The mechanism of LTA services provision

Translation and interpretation fees offered and included in the LTA contract will remain valid for the entire period of the contract.

The ATIC relevant staff will place the order via e-mail making reference to the signed Long Term Agreement. The Contractor will confirm the receipt of each order.

In case of written translations, the company will estimate the volume of services and estimate the time necessary to complete the task. Any potential issues that may delay the delivery of services shall be communicated to ATIC staff, still best efforts shall be invested, and solutions shall be identified by the Contractor to minimize the risk of delay. In case of

oral translations, ATIC shall place the order in written form, provided all the necessary information to the contractor about the date, time, venue, duration of the event for which translation services are needed, the topic to be discussed, and any other relevant details. No fees for cancellation of the order will be applied by the Contractor.

Upon completion and acceptance of services by ATIC, the Contractor will issue and submit the payment documents (invoice/fiscal note, document proving the delivery of services) indicating sufficient details regarding the provided services (the name of the project if provided for an ATIC project). Prior coordination with the ATIC order placer is recommended to avoid any errors in documents.

Regular payments will be made within the ATIC standard period of 15 net days.

12. Contract Relationship Management

The contract signed based on this RfQ will be managed by the ATIC Procurement Manager. The Contractor will delegate a responsible person to manage the relationship with ATIC for order placing, or any contract related issues.

Also, the Contractor will promptly present any information on the provided services upon ATIC's request.

Tender Application

To be filled in by an ATIC employee	
Date of receipt of the offer by ATIC	Registration number
" ____ " _____ 20____	No. _____
Full Name _____	signature _____

APPLICATION FOR PARTICIPATION IN TENDER

Having read the RfQ # _____ for the Provision of Translation and interpretation services on a Long Term Agreement basis for the National Association of ICT Companies (ATIC) and its projects, we, the undersigned, hereby offer the following services in accordance with the terms of the above RfQ.

GENERAL INFORMATION ABOUT THE PARTICIPANT

1.	Legal name of the offeror:	
2.	Legal address:	
3.	Actual address:	
4.	Date of state registration:	
5.	Full name and position of the entity Head	
6.	Phone number of the entity Head:	
7.	Contact person:	
8.	Contact person's phone number:	
9.	Contact person's email address:	
10.	Web Site:	
11.	Bank details:	
12.	Nature of business of the offeror according to the Certificate from the Unified State Register and / or the Charter of the legal entity:	

By signing and submitting this application _____ [name of the offeror] agrees to do the following if ATIC determines this offer to be successful:

- not to make any changes to the offer and adhere to the terms of this offer for the period of its validity, which is 120 calendar days from the date of its submission. This offer can be accepted by ATIC at any time before the end of its validity period;

- to sign a contract within 30 days from the date of acceptance of this offer with mandatory compliance with the provisions of the agreement;
- to provide the necessary services in accordance with the terms of this offer;
- to ensure the completeness and accuracy when executing this offer in the form, prices/tariffs and within the terms specified in this offer and RFQ, in particular in the technical requirements for the subject of purchase.

By signing and submitting this Application, the offeror agrees to the following:

- the offeror has read the RFQ published by ATIC;
- the offeror accepts all the requirements and conditions of the RFQ
- ATIC is not obligated to accept the best-priced offer or any of the offers received. Until the moment of signing the contract ATIC does not have any obligations towards the offerors or potential offerors;
- ATIC reserves the right to reject offers of all offerors in case of non-compliance;
- this offer and RFQ are integral parts of the relevant contract for the purchase of services to be concluded between ATIC and the successful offeror;
- participation of related persons in the tender or collusion of offerors is prohibited. If such facts have been discovered, the results of the tender will be canceled or the contract with the selected supplier will be terminated unilaterally before the deadline with the mandatory return of all assets received by such contractor under the contract and compensation for losses caused to ATIC;
- to provide services only through one legal entity/individual and not to have the right to change the service provider during the term of the agreement. The exception is the reorganization of a legal entity / name change / merger.

We / I hereby confirm our legal, financial and other ability to fulfill the terms of this offer and RFQ to enter into a contract for the supply of services and faithful representation of all information specified in the offer.

Authorized person to sign the offer on behalf of [name of the offeror] in accordance with the Charter:

Date:

Signatory's Name:

Position:

Signatory:

Annex B. Letter of Transmittal

To: National Association of ICT Companies

Str. Studentilor 9/11

Tender reference No.: RFQ # _____

We, the undersigned, hereby provide the attached offer to perform all work required to complete the activities and requirements as described in the above-referenced RFQ. Please find our offer attached.

We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced RFQ. We further certify that the below-named firm—as well as the firm’s principal officers and all commodities and services offered in response to this RFQ—are eligible to participate in this procurement under the terms of this solicitation.

Furthermore, we hereby certify that, to the best of our knowledge and belief:

- We have no close, familial, or financial relationships with any ATIC or above-mentioned project staff members;
- We have no close, familial, or financial relationships with any other offerors submitting proposals in response to the above-referenced RFQ; and
- The prices in our offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- All information in our proposal and all supporting documentation is authentic and accurate.
- We understand and agree to ATIC’ prohibitions against fraud, bribery, and kickbacks.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete.

Authorized Signature: _____

Name and Title of Signatory: _____

Date: _____

Company Name: _____

Company Address: _____

Company Telephone and Website: _____

Company Registration or Taxpayer ID Number: _____

Does the company have an active bank account (Yes/No)? _____

Official name associated with bank account (for payment): _____

FORM C. Certificate Of Independent Price Determination

Certificate of Independent Price Determination

_____ (hereinafter called the "offeror")

(Name of Offeror)

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to— (i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Company Name: _____

By (Signature): _____ Title: _____

Printed Name: _____ Date: _____

FORM D. Certification Regarding Responsibility Matters

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

- (A) Are , are not , presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have , have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (C) Are , are not , presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
- (D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(ii) The Offeror has has not , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, US Code.

(b) The Offeror shall provide immediate written notice to ATIC if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by ATIC may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available ATIC, ATIC may terminate the contract resulting from this solicitation for default.

Company Name: _____

By (Signature): _____ Title: _____

Printed Name: _____ Date: _____

FORM E. Evidence Of Responsibility Statement

EVIDENCE OF RESPONSIBILITY STATEMENT

This statement describes the offeror's internal policies and procedures, as well as its ability to comply with the terms and conditions of a potential subcontract resulting from RFQ No. _____. The offeror shall complete the information in this statement as part of its proposal.

Company Name: _____

1. Authorized Negotiators

The offeror's proposal in response to RFQ No. _____ may be discussed with any of the following individuals. These individuals are authorized to represent our company in negotiation of this proposal.

Names of authorized negotiator(s): _____

These individuals can be reached at the following office:

Address: _____

Telephone/Email: _____

2. Adequate Financial Resources

We hereby certify that the above-named company maintains adequate financial resources to manage any subcontract resulting from this offer.

3. Ability to Comply

We certify we are able to comply with the proposed schedule and period of performance, having taken into consideration all existing business commitments, commercial as well as governmental.

4. Record of Performance, Integrity, and Business Ethics

Our record of integrity is outstanding. We have no allegations of lack of integrity or of questionable business ethics. Our integrity can be confirmed by our Past Performance References, contained in the Technical Volume.

5. Organization, Experience, Accounting and Operational Controls, and Technical Skills

Describe how the subcontract will be managed: _____

6. Equipment and Facilities

We maintain the necessary facilities and equipment to carry out the subcontract.

7. Eligibility to Receive Award

We are qualified and eligible to receive an award under applicable laws and regulation. In addition, we have performed similar work – describe: _____

8. Acceptability of Subcontract Terms and Conditions

We have reviewed the solicitation document and attachments and agree to the terms and conditions set forth therein.

I hereby certify that the above statements are true and accurate, to the best of my knowledge.

Company Name: _____

By (Signature): _____ Title: _____

Printed Name: _____ Date: _____

FORM F. Financial Offer / Quotation

The following cover letter must be placed on letterhead and completed/signed/stamped by a representative authorized to sign on behalf of the offeror

Quotation for RfQ #....

Translation & Interpretation services fees

1. WRITTEN TRANSLATION						
1.1	Romanian - Russian Russian - Romanian	Order volume	Time frame		Fee/pag. (MDL)	
			Regular	Urgent	Regular	Urgent
		1 - 15 pag.	2 days	1 day		
		16 - 50 pag.	5 days	3 days		
		51 - 100 pag.	10 days	6 days		

1.2	Romanian - English English - Romanian	Order volume	Time frame		Fee/pag. (MDL)	
			Regular	Urgent	Regular	Regular
		1 - 15 pag.	2 days	1 day		
		16 - 50 pag.	5 days	3 days		
		51 - 100 pag.	10 days	6 days		

1.3	Russian - English English - Russian	Order volume	Time frame		Fee/pag. (MDL)	
			Regular	Urgent	Regular	Urgent
		1 - 15 pag.	2 days	1 day		
		16 - 50 pag.	5 days	3 days		
		51 - 100 pag.	10 days	6 days		

1.4	Desktop publish services fee, applicable for all written translation, MDL per page (source document)	fee per page (MDL)	

2. ORAL TRANSLATION				
2.1.	Language	Consecutive interpretation Fees		
		Day (8hrs), MDL	Half day (4hrs), MDL	Hour, MDL
	English - Romanian and Romanian - English			
	English - Russian and Russian - English			
	Romanian - Russian and Russian - Romanian			

2.2	Language	Simultaneous interpretation Fees		
		Day (8hrs), MDL	Half day (4hrs), MDL	Hour, MDL
	English - Romanian and Romanian - English			
	English - Russian and Russian - English			
	Romanian - Russian and Russian - Romanian			

2.3	Language	Whispered simultaneous interpretation Fees		
		Day (8hrs), MDL	Half day (4hrs), MDL	Hour, MDL
	English - Romanian and Romanian - English			
	English - Russian and Russian - English			
	Romanian - Russian and Russian - Romanian			

Please indicate which of the following Payment Terms are offered by you:

5 days - 5%, 10 Days - 3.0% Other Trade Discounts:

The financial offer is valid for 120 calendar days from the RfP deadline.

Authorized Signature: _____

Name and Title of Signatory: _____

Date: _____

Company Name: _____