

Request for Quotations (RFQ)

RFQ Number: YMC-2021-041

Issuance Date: 05/10/2021

Deadline for Offers: 17/10/2021

Description: Laser Engraving And Cutting Machines

For: Youth Maker Club Project (YMC)

Funded By: LED - Liechtenstein Development Service,
Project 40419_21/24

Issued by: National Association of ICT Companies (ATIC)

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Section 1: Instructions to Offerors

1. Introduction: The “Youth Maker Club” project (YMC) is implemented by the Moldovan Association of ICT Companies (ATIC), supported by Liechtenstein Development Services (LED) which aims to promote the development of the ICT sector in the Republic of Moldova through viable partnerships between the private companies, similar organizations, state institutions, international organizations in order to enhance the competitiveness and development of the sector and company capacities, enlarge the market, attract investments in the country and participate in the decision making and regulatory process on the national and international level. As part of the activity, ATIC requires the purchase of Laser and Engraving Cutting Machines to be used in educational activities such as workshops on learning Laser Cutting and Engraving. The purpose of this RFQ is to solicit quotations for these items.

For more details please refer to Section 3 – Technical Specifications.

About ATIC: THE MOLDOVAN ASSOCIATION OF ICT COMPANIES (“ATIC”) is the business Organization uniting 80 companies. Umbrella Organization gathering over 7000 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.

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 18:00 local Chisinau time on 17.10.2021 by email or by hard copy delivery to the Tekwill office. Any emailed offers must be emailed to ioriol@ict.md and icorbu@ict.md. Any hard copy deliveries must be stamped and signed by the offeror's authorized representative and delivered to the Tekwill Office located at str. Studenților 9/11, 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 be considered only at the discretion of ATIC.

3. Questions: Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than 18:00 local Chisinau time on 15.10.2021 by email to ymc@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 technical specifications of the required items. All commodities offered in response to this RFQ must be new and unused. In addition, all electrical commodities must operate on 220 - 240V, 50Hz.

Please note that, unless otherwise indicated, stated brand names or models are for illustrative description only. An equivalent substitute, as determined by the specifications, is acceptable.

5. Quotations: Quotations in response to this RFQ must be priced on a fixed-price, all-inclusive basis, including delivery and all other costs. Pricing must be presented in MDL – Moldovan Lei. Offers must remain valid for not less than thirty (30) calendar days after the offer deadline. Offerors are requested to provide quotations on their official quotation format or letterhead; in the event this is not possible, offerors may complete the table in Section 3.

In addition, offerors responding to this RFQ are requested to submit a copy of their official registration or business license.

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

- Application form (FORM A)
- Letter of Transmittal (see FORM B)
- Offeror's Summary Sheet (see FORM C)
- Certification Regarding Responsibility Matters (see FORM D)
- Evidence Regarding Responsibility Matters (see FORM E)
- Fully filled in Quotation form (FORM F), in line with the technical specifications (Detailed offered technical description of the offered goods);
- Copy of Company's Registration Certificate;
- Tax Registration/ no debt Certificate issued by the Tax Authority evidencing that the Bidder has no debts

- Manufacturer’s authorization to act on behalf of the manufacturer, if the offeror is not the manufacturer of goods
- Export/Import Licenses, if applicable
- Name and address of the authorized entity/Service Center in Chisinau, Moldova for warranty/ guarantee repair, maintenance services (including registration certificate)
- Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards, and citations received by the supplier, if any
- Certificates of quality and origin for the offered goods
- Environmental Compliance Certificates, Accreditations, and/or Markings/Labels, and other evidences of the Supplier’s practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures
- Most recent Income Statement and Balance Sheet, for the last 3 years; ATIC has the right to reject any offer if submitted by a Supplier whom is not financially capable and/or had serious financial problems – low liquidity ration, (ATIC may check offeror’s financial capacity of the Offeror and has the authority to seek references from concerned parties & banks on the Company’s financial standing;
- A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users (where applicable);
- Description of warranty arrangements, name and address of the authorized service in the Republic of Moldova (please describe the procedure).
- 3 Reference Letters (proof of satisfactory performance) from Clients in terms of (3) years;

6. Delivery: The delivery location for the items described in this RFQ is str. Studentilor 9/11, Chisinau. 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. Customs clearance of goods shall be done by the supplier.

8. Warranty: Warranty service and repair within the cooperating country is required for all commodities under this RFQ. The warranty coverage must be valid on all commodities for a minimum of three (3) years after delivery and acceptance of the commodities, unless otherwise specified in the technical specifications.

9. Taxes and VAT: The agreement under which this procurement is financed does not permit the financing of any taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. No such Cooperating Country taxes, VAT, charges, tariffs, duties or levies will be paid under an order resulting from this RFQ.

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.

Eligibility	Criteria	
Legal status	Company is a legally registered entity.	Filled and Signed Form A – application Form
Eligibility and conflicts of interest	<ul style="list-style-type: none"> - Supplier is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization, US Government, EU or other international Organization. - Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is 	Signed/Filled in FORM D. Certification Regarding Responsibility Matters, FORM B.

	<p>no judgment or pending legal action against the supplier that could impair its operations in the foreseeable future.</p> <ul style="list-style-type: none"> - No conflicts of interest in accordance. 	<p>Letter of Transmittal, FORM C. Certificate of Independent Price Determination</p>
Licenses, Authorizations, Certificates	<ul style="list-style-type: none"> - Manufacturer's authorization to act on behalf of the manufacturer, if the offeror is not the manufacturer of goods. - Export/Import Licenses, if applicable - Tax Registration/ no debt Certificate issued by the Tax Authority evidencing that the Bidder has no debts 	Statements to be provided
	<ul style="list-style-type: none"> - Name and address of the authorized entity/Service Center in Chisinau, Moldova for warranty/ guarantee repair, maintenance services (including registration certificate) - Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards, and citations received by the supplier, if any - Certificates of quality and origin for the offered goods - Environmental Compliance Certificates, Accreditations, and/or Markings/Labels, and other evidences of the Supplier's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures - List and value of major contracts of similar nature and size successfully completed in the past three years, (year, client, amount, contact details) - Most recent Income Statement and Balance Sheet, for the last 3 years; ATIC has the right to reject any offer if submitted by a Supplier whom is not financially capable and/or had serious financial problems – low liquidity ration, (ATIC may check offeror's financial capacity of the Offeror and has the authority to seek references from concerned parties & banks on the Company's financial standing) 	<p>-provide information /separate documents -Describe in FORM E. Evidence of Responsibility Statement / Separate document -Provide copies</p>
Qualification	<ul style="list-style-type: none"> - No contract non-performance in the last 3 years (because of default/bankruptcy) - No court or arbitral decisions against the supplier in the last 3 years 	<p>Signed Form D Certification regarding responsibility Matters</p>
	<ul style="list-style-type: none"> - At least 3-years of experience in supplying and provision of IT equipment 	<p>Describe in FORM E. Evidence of Responsibility Statement</p>

11. Evaluation and Award: The award will be made to a responsible offeror whose offer follows the RFQ instructions, meets the eligibility requirements, and meets or exceeds the minimum required technical specifications, and is judged to be the best value based on a lowest-price, technically-acceptable basis, business experience, the visual aspect of the work to be performed, similar objects in the past and short production and installation terms.

Technical Evaluation	<ul style="list-style-type: none"> ▪ The offers will be evaluated for their compliance/non-compliance with the technical requirements and specifications stated in this RfQ (pass -Yes, Fail -No) 	
	<p>Full compliance of Offer to the Technical Requirements</p> <ul style="list-style-type: none"> ▪ Full compliance of offered goods to the Technical Specifications and required quality standards 	<p>Filled in Form F – Quotation form (tables 1 and 2) and</p>

	<ul style="list-style-type: none"> ▪ Availability of certificates of quality and origin for the offered equipment ▪ Equipment offered shall be FCC compliant and shall be compatible with the Microsoft Hardware Compatibility List ▪ Acceptability of after-sales service capacity and appropriateness of service network in areas of delivery ▪ Ability to deliver goods in all areas required by this RfQ 	
Financial Evaluation	<ul style="list-style-type: none"> • Compliance with pricing conditions described in the RFQ • Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F. • Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable) • Comparison with budget/internal estimates. 	<ul style="list-style-type: none"> • Filled in Form F – Quotation form

The evaluation committee will analyze all proposals according to the evaluation criteria mentioned in the table below:

	EVALUATION CRITERIA	MAXIMUM OBTAINABLE POINTS	
I.	Technical Evaluation	70 pts	
1	Full compliance of offered goods to the Technical Specifications and required quality standards	10 pts	10 – compliant 0 - not compliant
2	Availability of certificates of quality and origin for the offered equipment	5 pts	5 - all certificates sent 0 - some certificates are missing
3	Equipment offered shall be FCC compliant and shall be compatible with the Microsoft Hardware Compatibility List	5 pts	5 - MS compliant 0 - not compliant
4	Acceptability of after-sales service capacity and appropriateness of service network in areas of delivery	10 pts	10 pts – availability of a service center 0 pts – no service center
5	minimum 3 years of experience in supplying and provision of IT equipment	10 pts	5 pts - 3 years 1 pts for each additional year of experience (5 +1+1+1+1+1)
6	Proposed timeline of delivery	20 pts	20 - less than required period per LOT 10 – as requested per LOT 5 - more than requested per LOT
7	Validity of cost-offer	10 pts	10 – as requested per LOT 0-3 – as requested per LOT
II.	Financial Offer (Gross amount)	30 pts	<i>minimum offer - 30 pts; Evaluated offer pts = (lowest offer x 30 pts)/evaluated offer</i>
	TOTAL SCORE	100 pts	

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 LED - Liechtenstein Development Service is not a party to this solicitation and the offeror agrees that any protest hereunder must be presented—in writing with full explanations—to the Youth Maker Club (YMC) Project for consideration, as Liechtenstein Development Service 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.

12. Terms and Conditions: This is a Request for Quotations only. Issuance of this RFQ does not in any way obligate ATIC or the Youth Maker Club (YMC) Project 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 that the following terms and conditions will apply:

a)

Payment No.	Installments	Payment Amount
1	In 15 days after signing the contract	30 % of subcontract fixed price
2	In 15 days after delivery of the services and receipt of the services and goods	70% of subcontract fixed price

- b) Payment will be made in MDL, via wire transfer to the account specified in the Subcontractor’s invoice. Payment of unpaid balances will be made upon completion and final acceptance of all works and deliverables by ATIC. Any invoices for services rendered and deliverables submitted - but not accepted by ATIC - will not be paid until the Subcontractor makes sufficient revisions to the deliverables such that ATIC may approve the deliverables and thus the invoice.
- c) 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.
- d) Any award resulting from this RFQ will be firm fixed price, in the form of a purchase order.
- e) 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.

At any time during the validity of the quotation, ATIC shall not accept any changes in unit prices, due to escalation, inflation, exchange rates fluctuation, or other market factors, after the receipt of the quotation.

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: the list of documents as per Section 1, p.5 Mandatory documents to be submitted:

Section 3: Technical Specifications and Requirements

The table below contains the List of the required goods/services. Offerors are requested to provide quotations, including the technical specifications of the IT equipment, containing the information below on official letterhead or official quotation format (As per FORM F – Quotation Form).

Nr.	Goods and Technical Specifications	Country of Import	Measure unit	Total Quantity
	1300x900mm 1390 300W 220V Co2 Laser Engraving And Cutting Machine			3

Annex 1. Bank Guarranty in Romanian

(In case the Offeror's cost proposal exceeds the equivalent of USD 50.000).

GARANȚIA PENTRU OFERTA (GARANȚIA BANCARĂ)

[Banca emitentă va completa acest formular de garanție bancară în conformitate cu instrucțiunile indicate mai jos. Garanția bancară se va imprima pe foaie cu antetul băncii, pe hîrtie specială protejată.]

[Numele băncii și adresa oficiului sau a filialei emitente]

Beneficiar: _____ [numele și adresa autorității contractante]

Data: _____

GARANȚIE DE OFERTĂ Nr. _____

[denumirea băncii] a fost informată că [numele ofertantului] (numit în continuare „Ofertant”) urmează să înainteze oferta către Dvs. la data de _____ (numită în continuare „ofertă”) pentru livrarea/prestarea _____ [obiectul achiziției] conform invitației la licitația nr. _____ din _____ 202_ [numărul și data licitației].

La cererea Ofertantului, noi, [denumirea băncii], prin prezenta, ne angajăm în mod irevocabil să vă plătim orice sumă sau sume ce nu depășesc în total suma de [suma în cifre] ([suma în cuvinte]), la primirea de către noi a primei solicitări din partea Dvs. în scris, însoțite de o declarație în care se specifică faptul că Ofertantul încalcă una sau mai multe dintre obligațiile sale referitor la condițiile ofertei, și anume:

- a) și-a retras oferta în timpul perioadei valabilității ofertei sau a modificat oferta după expirarea termenului-limită de depunere a ofertelor; sau
- b) fiind anunțat de către autoritatea contractantă, în perioada de valabilitate a ofertei, despre adjudecarea contractului: (i) eșuează sau refuză să semneze formularul contractului; (ii) nu acceptă rectificarea erorilor aritmetice, efectuată de către grupul de lucru, erori depistate în ofertă în timpul examinării ei; sau (iii) eșuează sau refuză să prezinte garanția de bună execuție, dacă se cere conform condițiilor licitației, ori nu a executat vreo condiție specificată în documentele de licitație, înainte de semnarea contractului de achiziție.

Această garanție va expira în cazul apariției uneia dintre următoarele situații:

a) Ofertantul devine ofertant câștigător, la primirea de către noi a copiei înștiințării privind adjudecarea contractului și în urma emiterii Garanției de bună execuție eliberată către Dvs. la solicitarea Ofertantului, sau

b) Ofertantul nu devine ofertant câștigător, fie în urma primirii de către noi a copiei înștiințării Dvs. despre numele altui ofertant câștigător; fie la terminarea perioadei de treizeci de zile după expirarea valabilității ofertei depuse de către Ofertant în cadrul licitației.

Prin urmare, orice cerere sau plată în conformitate cu această garanție trebuie recepționată de către noi la oficiu pînă la data respectivă inclusiv.

Prezenta garanție este valabilă pînă la data de _____.

[semnătura autorizată a băncii]