

Request for Quotations (RFQ)

RFQ Number: ICTEC-2021-049

Issuance Date: 14.12.2021

Deadline for Offers: 27.12.2021, 15:00 Chisinau time

Description: **Provision and installation of Air Conditioning System for Tekwill Balti ICT Excellence Center**

For: Moldova ICT Excellence Center Project (ICTEC/Tekwill)

Funded By: United States Agency for International Development (USAID)

Issued by: National Association of ICT Companies (ATIC)

ATIC Point of Contacts: svoitovschi@ict.md, Sergiu Voitovschii, Project Manager

SECTION 1: INSTRUCTIONS TO OFFERORS

1. Introduction:

The National Association of ICT Companies (ATIC) is looking for a local company, eligible and responsible to supply and install the Air Conditioning within the Tekwill Balti Center, as described below in Section 1 (Instructions for Bidders), Technical specifications (Section 3) and relevant annexes to this RFQ. This procurement is managed within the ICTEC Project - an official program of the United States Agency for International Development (USAID), Contract No. AID-117-A-15-00002, conducted in the Republic of Moldova.

For more details, please refer to:

Section 3 – Technical Specifications

2. Offer Deadline and Protocol: Offers must be submitted no later than **15:00, local Chisinau time, on December 27, 2021.**

Offers received after the specified time and date will be considered late and will NOT be evaluated by ATIC.

Electronic Submission Only:

The only acceptable submission method is electronical – via email.

Any email offers must be sent to the following address:

to: svoitovschi@ict.md, Sergiu Voitovschii, Project manager

cc: livadari@ict.md, Liuba Livadari, Procurement Consultant

Offers must be submitted in one package in pdf format files, including the Forms A-F and other mandatory documents required by this solicitation documents – details in Section 3 - Technical Specifications.

All offers must be prepared in one of the 3 languages: English, Romanian or Russian.

3. Questions: Questions regarding the technical or administrative requirements of this RFQ may be submitted **no later than 15:00, local Chisinau time on December 24, 2021**, by email to svoitovschi@ict.md, cc: 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 technical specifications of the repair works. All materials offered in response to this RFQ must be new and unused.

5. Quotations: Quotations in response to this RFQ must be set on a fixed-price, all-inclusive basis, including delivery, assembly and all other costs required at Section 3.

Currency of Quotation: Pricing must be presented in MDL (VAT 0% and exempt of customs taxes).

Partial quotations: not allowed

Quotation validity: Offers must remain valid for no less than ninety (60) calendar days after the offer deadline. In exceptional circumstances, ATIC may request Companies to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.

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);
- Company profile (brief info up to 3 pages);
- Copy of Company's Registration Certificate;
- Tax Registration/ No debt Certificate issued by the Tax Authority evidencing that the Bidder has no debts
- Quality Certificates (CE, ISO etc.) if any;
- Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Materials/Products being supplied;
- Complete documentation, information and declaration of any goods/materials classified or may be classified as "Dangerous Goods".
- Name and Catalogues/brochures for provided equipment;
- Statement of Satisfactory Performance from 2 Top Client from the past three (3) years;
- **In case the Offeror's cost proposal exceeds the equivalent of USD 50.000, the Offeror shall provide a bank guarantee in amount of 2%. The bank guarantee must be annexed to Cost Proposal**

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

Delivery address: Balti, Republic of Moldova, 36-40 Pushkin Street, 2nd floor of Center for Innovation and Technology Transfer building, located on the premises of Balti "Alecu Russo" University

Expected delivery: not to exceed 45 calendar days from the confirmation of order/contract issue.

Faster execution of works will be considered an advantage.

Without limiting any other rights or obligations of the parties hereunder, if during contract duration, the Provider is unable to deliver the works by the delivery date (s) stipulated in the contract, the Supplier will (a) immediately consult with ATIC to identify solutions to speed up the process, at the expense of the Supplier (unless the delay is caused by Force Majeure).

7. Packing requirements

Packing of goods should be performed as per standard procedures: it is the responsibility of the selected supplier to ensure that the delivered goods are intact/not tempered with. Damaged items will not be received and should be replaced with a new one of the same specifications.

8. Customs clearance of goods shall be done by the supplier (if applicable).

9. Source/Nationality/Manufacture: The authorized geographic code under this specific agreement is 110. In any case, offerors may not offer or supply any goods 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.

All goods and services offered in response to this RFP or supplied under any resulting award must meet USAID Geographic Code 935 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>.

10.Warranty: The warranty coverage must be valid on all goods/services/works for a minimum of one year after delivery/execution and acceptance of the services/works, unless otherwise specified in the technical specifications (Section 3). The full warranty shall include maintenance, and repair including provision of spare parts.

Aftersales services required: The defective and/or damaged items shall be repaired or replaced at supplier's cost within the warranty period.

11.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. In the event that any exempt charges are paid by the Contractor, they will not be reimbursed to the Contractor by ATIC. The Contractor shall immediately notify ATIC if any such taxes are assessed against the Contractor or its subcontractors/suppliers at any tier. The Contractor is responsible for payment of all applicable taxes, as prescribed under the applicable laws, associated with wages/salaries/compensation for services rendered by individuals employed by the Contractor and who are directed to work as required under this Contract. The Contractor is liable for payment of all applicable taxes associated with revenues (profit), and other such taxes, fees, or dues for which Contractor is normally responsible as a result of operating its business.

12. Eligibility: By submitting an offer in response to this RFQ, the offeror certifies that it and its principal officers are not debarred, suspended, bankrupt, or otherwise considered ineligible for an award, including no legal disputes and / or sanctions in the last 5 years of activity.

The offeror shall prove its eligibility and qualification by providing supporting documents to comply with requirements.

13. 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 requirements, and is judged to be the best value based on a **lowest-price, eligible, technically qualified, and acceptable basis.**

Evaluation of Offers

Evaluation Criteria (pass/fail):

- Technical responsiveness/Full compliance to requirements and lowest price¹;
- Minimum 3 (three) years of experience in sales and installation of power generators;
- Availability of certificates of quality for the offered equipment (CE);
- Availability of authorized service in Moldova;
- Minimum of (two) years warranty on parts and labor;
- Maximum delivery, installation & commissioning period of 45 calendar days upon contract signature;
- Statement of Satisfactory Performance from 2 Top Client from the past three (3) years;

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 based on 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 **USAID** is not party to this solicitation and the offeror agrees that any protest hereunder must be presented - in writing with full explanations - to the ICTEC Project for consideration, as **USAID** 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.

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

¹ ATIC reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term “more superior” as used in this provision shall refer to offers that have exceeded the pre-established requirements mentioned in the specifications.

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	Within 15 business days after delivery and installation of the air conditioning system (after passing Inspection/checking compliance according to the technical specifications);	80% of contract fixed price
2	Within 15 business days after final taking over and checking the installed system (after complete Installation; and Written Acceptance of Goods based on full compliance with RFQ requirements.)	20% of contract fixed price

b) Payment will be made in MDL, via wire transfer to the account specified in the Contractor'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 Contractor 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) No goods 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.

f) 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.

g) United States laws prohibit 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.

h) 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.

i) Penalty may be applied by ATIC to the Contractor(s) for delays in contract execution.

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 above Section 1, p.5 Mandatory documents to be submitted:

SECTION 3: TECHNICAL SPECIFICATIONS AND REQUIREMENTS

Air Conditioning System solution will be provided for the Tekwill Balti ICT Excellence Center (Balti, Republic of Moldova, 36-40 Pushkin Street, 2nd floor of Center for Innovation and Technology Transfer building, located on the premises of Balti "Alecu Russo" University)

Sistem de condiționare multi-split cu pompa de caldura reversibila pentru TEKWILL Balti (locație: Universitatea Aleco Ruso, Etajul 2)					
I Echipament si materiale					
№	Denumirea echipament/material si specificatiile tehnice	U.M	Cantitate	Data limită	
1	Unitate externă MVAM 4501T (sau similar) . Qx=45,0 kW, Qt=50,0 kW, Nx=12,82 kW, Nt=10,86 kW	unit.	1.0	În decurs de 40 zile calendaristice de la semnarea contractului	
2	Unitate externă MVAM 4001T . Qx=40,0 kW, Qt=45,0 kW, Nx=10,53 kW, Nt=9,51 kW	unit.	1.0		
3	Unitate internă cu fixare pe perete MVA 360 WL (sau similar) . Qx=3,6 kW, Qt=4,0 kW	unit.	7.0		
4	Unitate internă cu fixare pe perete MVA 450 WL (sau similar) . Qx=4,5 kW, Qt=5,0 kW	unit.	5.0		
5	Unitate internă cu fixare pe perete MVA 500 WL (sau similar) . Qx=5,0 kW, Qt=5,6 kW	unit.	8.0		
6	Accesorii si consumabile incluse: Разветвитель RNY11, RNY12, RNY21 (sau similar, compatibil cu echipamentul instalat), Conducta - freon, din cupru, izolate (Ø3/8 , Ø1/2 , Ø5/8 , Ø3/4 , Ø 7/8 , Ø1 1/8) + fittinguri, cablu si cablu canal, țevi drenaj + fittinguri, elemente de fixare, banda izolanta, etc.	unit., m, etc.			
7	Freon R 410 A				
Total Echipament si materiale					
II Lucrari de instalare si montaj a sistemului de conditionare					
1	Montaj si conectare unitate externa	Unit.	2.0		
2	Montaj si conectare unitate interna	Unit.	20.0		
3	Montaj conducta-freon în izolare, Montaj cablu, cablu canal, țeava-drenaj, montare panou comanda, accesorii, etc.				
Total instalare/montare					
<i>Cheltuieli transport</i>					
Total fara TVA					
III Testare sistem conditionare instruire utilizare				În decurs de 45 zile calendaristice de la semnarea contractului	

Companies are invited to make a site visit and make their own estimation regarding the needed quantities of consumables and accessories needed for the installation of the required system, before submitting the offer.

Warranty Period

The Warranty period on parts and labour shall be minimum 2-years. In the event that any part

is repaired and/or replaced within warranty period, for that single part new 24-month warranty period starts from the date of repair/replacement. However, the overall duration of warranty shall be limited to maximum 24 months in total for parts that are being replaced or repaired, counted from date of the Take Over.

After-sales Requirements

- a) Warranty on parts and labor – min 24 months
- b) Brand new replacement of items if the items are beyond repair (under warranty period)
- c) Availability of Service Center in Moldova*
- d) Technical support