

# Request for Quotations (RFQ)

RFQ Number: StartupCityCahul-2024-005

Issuance Date: August 02, 2024

Deadline for Offers: August 23, 2024

Description: **Provision of the renovation works of the EU4Innovation multifunctional ICT Center in Cahul within the EU4Moldova: Startup City Cahul project – 8 (eight) LOTS**

For: National Association of ICT Companies (ATIC)  
EU4Moldova Startup City Cahul Project

Funded By: EU via a delegated agreement with Sweden

Issued by: National Association of ICT Companies (ATIC)

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## **Section 1: Instructions to Offerors**

### **1. Introduction:**

The National Association of ICT Companies (ATIC) is looking for eligible, experienced, and responsible construction company(-ies) or a consortium of companies, able to undertake the renovation of the premises of the future ICT multifunctional innovation center in Cahul. The renovation works are split into 8 (eight) LOTS:

- LOT 1: Demolition, reconstruction, renovation, leveling (walls and floors) works, building facade renovation work**
- LOT 2: Electric lighting and wiring system**
- LOT 3: Elevator**
- LOT 4: Heating and air conditioning**
- LOT 5: Access control system**
- LOT 6: Fire alarm system**
- LOT 7: Water and sanitation system**
- LOT 8: Video surveillance**

*For more details on requirements in each lot, please refer to:*

- *Section 3 – Technical requirements and Specifications.*
- *Annex 1 – BoQs (for each lot)*
- *Annex 2 – Technical design project*
- *Annex 3 – Expertise Report and Geological Ingeniero Investigations Report (Raport de Expertiza si Raportul investigatiilor inginiero-geologice)*
- *Annex 4 – Work Execution Schedule*

### **2. Offer Deadline, Protocol, Questions and Request for Clarifications:**

Offers must be submitted no later than **August 23, 2024, 15:00, local Chisinau time**. 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 electronic – via email.

Any email offers must be sent to the following address:

**To:** [csirbu@ict.md](mailto:csirbu@ict.md) – Cristina Sirbu, Procurement Specialist

**cc:** [achirita@ict.md](mailto:achirita@ict.md) – Ana Chirita, Strategic Projects Director

**cc:** [icorbu@ict.md](mailto:icorbu@ict.md) – Ion Corbu, Technical Manager

Offers must be submitted in two (2) separate .pdf format files corresponding to the:

1) **Technical Quotation** Forms A-E and other mandatory documents required by this solicitation documents - details in Section 3. There may be one or several PDF files with relevant names.

2) **Financial Quotation FORM F along with BoQs with prices (should be password-protected)**. ATIC will request the password if the quotation is deemed eligible and technically compliant. Any submission of the financial quotation that is not password-protected will be disqualified. Also, any submission of the financial quotation together with the password will be disqualified. Please refer to the RFQ number in any response to this RFQ.

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

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

Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than **August 20, 2024 15:00, local Chisinau time**, by email to [icorbu@ict.md](mailto:icorbu@ict.md), cc [csirbu@ict.md](mailto:csirbu@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.

**3. Specifications and Terms of Reference:**

Please consult:

- *Section 3 – Technical requirements and Specifications.*
- *Annex 1 – BoQs (for each lot)*
- *Annex 2 – Technical design project*
- *Annex 3 – Expertise Report and Geological Ingeniero Investigations Report (Raport de Expertiza si Raportul investigatiilor inginiero-geologice)*
- *Annex 4 – Work Execution Schedule*

**4. Quotations:** Quotations in response to this RFQ must be set on a fixed unit price, including delivery and all other costs required at Section 3. Pricing must be presented in EUR or MDL (Form F – Quotation Form).

**CURRENCY OF QUOTATION:** Pricing must be presented in EUR (VAT 0% and exempt of customs taxes). For the MDL exchange rate to be used by bidders when converting prices and/or the total offer to MDL is the official NBM exchange rate of August 23, 2024 - the deadline for the

tender.

**MULTIPLE QUOTATIONS:** NOT ALLOWED. The 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.

**PARTIAL QUOTATIONS:** ALLOWED PER LOT. Partial quotations inside one lot will not be accepted by ATIC.

**QUOTATION VALIDITY:** Offers must remain valid for no less than 120 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 to the Quotation.

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

<b>General</b>	<ul style="list-style-type: none"><li>▪ <b>Tender Forms A-E</b></li><li>▪ <b>Tender Form F – password protected</b></li><li>▪ <b>Company Profile</b>, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured (including for subcontractors). Please include the relevant information regarding subcontractors and the share of the contract (%) they are going to complete.</li><li>▪ <b>Certificate of Business Registration</b> (including for subcontractors)</li><li>▪ <b>Official Appointment as local representative</b>, if Offeror is submitting an Offer on behalf of an entity located outside the country, if applicable;</li><li>▪ <b>Details of Previous Relevant Experience within the last 5 years</b> (including for subcontractors, at least 3-5 examples of similar complexity and nature), indicating the Beneficiary name and contact details, scope of executed works, contract amount and period of contract execution</li><li>▪ <b>3 (three) Satisfactory performance statements from Clients</b>, issued within the past 3 years for similar construction sites</li><li>▪ <b>Quality Certificate</b> (availability of ISO2001 etc.) and/or other similar certificates, accreditations, awards and citations received by the Offeror, if any, or quality manual, full copy, including the Contract with a specialized laboratory <i>(For local companies: the quality manual, full copy, including the Contract with laboratory, or the State Inspection Notice for participation in the tender available on the date of Offer submission;</i></li><li>▪ Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidence of the <b>Offeror’s practices which contributes to the ecological sustainability and reduction of adverse environmental impact</b> (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</li><li>▪ <b>Patent Registration Certificates</b>, if any of technologies submitted in the Offer is patented by the Offeror</li><li>▪ <b>Trade name registration papers, if applicable</b></li><li>▪ <b>Local Government permit to locate and operate in assignment location, if applicable.</b></li></ul>
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<b>Technical, human and financial capacity</b>	<ul style="list-style-type: none"> <li>▪ <b>Proof of technical capacity:</b> List of specialized equipment, containing information about the model and year of manufacture, production capacity and manufacturer of each item. Offerors shall indicate whether the equipment is their own or rented.</li> <li>▪ <b>Proof of human capacity:</b> Provide the list of key personnel that will execute the works, together with their CVs and their valid professional certificates. <u>The requirements toward the key personnel are as follows:</u> Minimum qualified specialists with at least 3 years of experience in their specific area relevant for each lot applied (License should be valid for the Republic of Moldova at the date of presentation): <ul style="list-style-type: none"> <li>1) 1 (one) certified construction foreperson for the applied lots (mandatory LOT 1,2,7)</li> <li>2) 1 (one) certified water and sewage specialists (for LOT # 7);</li> <li>3) 1 (one) certified electrician (for LOT# 2);</li> <li>4) 1 (one) certified automation (for LOT# 2);</li> <li>5) 1 (one) certified specialist in heating and conditioning (for LOT #4);</li> </ul> <i>(For JV/Consortium/Association, any of the partners may be the employee, or the specialists may be a contribution of all the JV/Consortium/Association partners)</i> </li> <li>▪ <b>Works execution schedule</b> - schedule for execution of contract <i>(as per Section 3)</i></li> <li>▪ <b>The latest Financial Statements</b> (Income Statement and Balance Sheet) including Auditor's Reports (for international companies) or registered Financial Reports at the Statistical Bureau (for local companies) for the past 3 (three) years for the Offeror;</li> <li>▪ <b>Warranty statement</b> – minimum 3 years on material and labor and equipment.</li> </ul>
<b>Relevant Experience</b>	<ul style="list-style-type: none"> <li>▪ Final commissioning reports (“Proces verbal de receptie finala”) or Certificates of acceptance of services (in case of LOT 1, 2, 3, 4, 5, 6, 7, 8 if implemented separately from renovation works contracts), for 2 (two) implemented contracts of similar complexity (relevant to the applied lot) renovation sites related to renovation works implemented in over the last 5 years, with a value (VAT excl.) not less than <ul style="list-style-type: none"> <li>▪ LOT 1: Demolition, reconstruction, renovation, leveling (walls and floors) works, building facade renovation work – EUR 600 000</li> <li>▪ LOT 2: Electric lighting and wiring system – EUR 47 000</li> <li>▪ LOT 3: Elevator – EUR 46 000</li> <li>▪ LOT 4: Heating and air conditioning – EUR 60 000</li> <li>▪ LOT 5: Access control system – EUR 30 000</li> <li>▪ LOT 6: Fire alarm system – EUR 15 000</li> <li>▪ LOT 7: Water and sanitation system – EUR 32 000 EUR</li> <li>▪ LOT 8: Video surveillance – EUR 14 000</li> </ul> </li> </ul> <p>per each construction site* <i>(For CV/Consortium/Association, the rest of CV/Consortium/Association partners should meet requirement. Please, ensure that confirming documents are attached and it is clear who meets the requirement).</i></p> <p>*In case of applying for several LOTs, the value of the works provided as similar shall not be less than the cumulated amounts mentioned above;</p>
<b>Documents according to WinSmeta software (per LOT)</b>	<ul style="list-style-type: none"> <li>▪ Respective Bills of Quantities (F7, as per Annex 1);</li> <li>▪ Duly filled-in Unit Price Catalogue (F5);</li> <li>▪ Duly filled-in Resource Schedule (F3).</li> </ul>
<b>Offer Security and Performance Security</b>	<ul style="list-style-type: none"> <li>▪ <b>Offer Security</b> (bank guarantee) – 1% (scan) for offers <math>\geq</math>EUR 100,000 submitted on behalf of one bidder (for one or several cumulated LOTs) and 2% (scan) for offers &lt;EUR 100,000 submitted on behalf of one bidder; original offer bank guarantee to be provided during the evaluation process, upon request, to ATIC premises – Chisinau, 9/11 Studentilor str.</li> <li>▪ <b>Proof of Availability of Funds</b> - bidders must provide evidence of having a minimum of 2,000,000 MDL in their accounts. This proof can be furnished through a recent bank statement or any other official financial document that verifies the availability of the stated amount.</li> <li>▪ <b>Performance security</b>— applicable for the winning offeror: Required in the amount of <b>3%</b> of the contract amount: Option 1) bank guarantee amounting to 3% of contract value or Option 2) successive deductions of 3% of each payment. Performance Security shall be provided by the selected Offeror within (7) days upon issuance of letter of intent/contract and before issuance of the notice to proceed. Performance Security shall be valid until a date - 30 days from the date of issue by ATIC of a certificate of final completion. It will be returned to the contractor within 30 days of final completion of the contract. The Defect Liability Period is up to 12 months from the day the certificate of substantial completion was issued.</li> </ul>

**5. Delivery:** DAP. 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 locations:** The place of delivery of the civil works is the Cahul City, while the place of delivery of signed documents such as fiscal documents, reports for executed works and any other important documents is Chisinau (The Project Office in Chisinau).

**Expected delivery:** Works to be completed within the period mentioned in Section 3. In case of delays caused by the fault of the Contractor, ATIC may apply penalties. Without limiting any other rights or obligations of the parties hereunder, if the Contractor will be unable to deliver the civil works by the delivery date(s) stipulated in the contract, the Provider shall immediately consult with ATIC to provide an alternative solution, at Provider's cost (unless the delay is due to Force Majeure), if reasonably so requested by ATIC.

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

**6. Subcontracting arrangements:** During the execution of the renovation works, shall the main contractor will be the hiring subcontractors, the offer must clearly identify the subcontractor(s), contact information of subcontractor(s), and the work they will perform, including the share (%) in the offer that is planned to be subcontracted (the Offeror will provide all the necessary documents required in this RFQ or additional information required by ATIC related to the proposed subcontractor). ATIC will not refuse an offer based upon the use of subcontractors; however, ATIC retains the right to approve or reject the specific subcontractors selected. In case of a change of subcontractors during contract implementation, the Contractor shall inform ATIC and obtain its approval for the new subcontractor(s).

**7. Customs clearance** of goods necessary for the completion of the required renovation works, shall be done by the supplier (if applicable).

**8. Source/Nationality/Manufacture:** 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 countries included in EU and UN sanction lists ([www.sanctions.eu](http://www.sanctions.eu), <https://scsanctions.un.org/search/>).

**9. Warranty:** The warranty on works and materials shall be as specified in Section 3 of the RFQ.

**10. 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/Moldova. No such Cooperating Country taxes, VAT, charges, tariffs, duties or levies will be paid under an order resulting from this RFQ. If 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 time. 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.

**11. 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.

*Please see details at chapter 12. Evaluation and Award.*

### **Only one Offer allowed**

The Offeror (including the Lead Entity on behalf of the individual parties of any Joint Venture/ Consortium/ Association) shall submit only one Offer, either in its own name or, if a joint venture/ Consortium/ Association, as the lead entity of such Joint Venture/Consortium/Association. Offers submitted by two (2) or more

Offerors shall all be rejected if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) they have the same legal representative for purposes of this RFQ; or
- c) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Offer of, another Offeror regarding this RFQ process;
- e) they are subcontractors to each other's Offer, or a subcontractor to one Offer also submits another Bid under its name as lead Bidder; or
- f) some key specialists proposed to be in the team of one Offeror participate in more than one Offer received for this RFQ process. This condition relating to the specialists does not apply to subcontractors being included in more than one Offer.

**12. Evaluation and Award:** Offerors will be selected, based on the RFQ instructions, completeness of offer (mandatory documents), compliance to the eligibility requirements Evaluation Method for Contract Award: **Lowest priced eligible, qualified, and technically responsive offer.**

### **Confidentiality**

- Information relating to the examination, evaluation, and comparison of Offers, and the recommendation of contract award, shall not be disclosed to Offerors or any other persons not officially concerned with such process, even after publication of the contract award.
- Any effort by an Offeror or anyone on behalf of the Offeror to influence ATIC in the examination, evaluation and comparison of the Offers or contract award decisions may result in the rejection of its Offer, at ATIC's decision.

### **Evaluation of Offers**

ATIC will conduct the evaluation solely based on the Offers received.

Evaluation of Offers shall consist of the following steps:

- a) Preliminary Evaluation including Eligibility
- b) Arithmetical check and ranking of Offerors who passed the preliminary evaluation stage by price.
- c) Qualification assessment
- d) Evaluation of Technical Offers
- e) Evaluation of prices

*Detailed evaluation will be focused on the 3 - 5 lowest priced offers. Further higher priced offers shall be added for evaluation if necessary.*

### **Preliminary evaluation**

ATIC shall examine the Offers to determine whether they are completely responding to the minimum documentary requirements, whether the documents have been properly signed, and whether the Offers are generally in order, among other indicators that may be used at this stage. ATIC reserves the right to reject any Offer at this stage.

### Eligibility and Qualification Evaluation

Eligibility and Qualification of the Offeror will be evaluated against the Minimum Eligibility/Qualification requirements specified in the RFQ based on a Pass/Fail basis.

#### **Minimum Eligibility and Qualification Criteria**

If the Offer is submitted as a Joint Venture/ Consortium/ Association, each member should meet the minimum criteria, unless otherwise specified.

<b>ELIGIBILITY</b>	
<b>Legal status</b>	Offeror is a legally registered entity.
<b>Eligibility</b>	<ul style="list-style-type: none"> <li>• Offeror is not suspended, nor debarred, nor otherwise identified as ineligible by any EU or UN organization:               <ul style="list-style-type: none"> <li>- <i>not included in the EU Sanctions List or are not subject to EU Restrictive Measures provided at <a href="http://www.sanctions.eu">www.sanctions.eu</a> 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 not 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.</i></li> <li>- <i>are not included in the UN Security Council's sanctions list <a href="https://scsanctions.un.org/search/">https://scsanctions.un.org/search/</a></i></li> </ul> </li> <li>• does not support activities that contribute to money laundering, terrorism financing (not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers)</li> <li>• does not practice tax avoidance, tax fraud or tax evasion;</li> <li>• 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 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;</li> <li>• do not have a consistent history of court/arbitral award decisions against the Offeror; (Forms B, C, D)</li> </ul>
<b>Conflict of interest</b>	The offeror 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 (signed Forms B, C)
<b>Bankruptcy</b>	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future. (signed Form D)

<b>Certificates and Licenses</b>	<ul style="list-style-type: none"> <li>- Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Offeror is not a corporation;</li> <li>International companies interested in providing such works may use one of the following modalities to operate in Moldova: <ul style="list-style-type: none"> <li>a) Make a Joint Venture/Consortium/Association with a local company which has certified specialists</li> <li>b) Register/hold a legal representation/branch in the country with certified specialists;</li> <li>c) Subcontract a local company which owns certified specialists The contract (or Statement of intention) for subcontracting of services/works with the local company should be attached as proof);</li> <li>d) Apply directly, but hire locally certified key specialists (contracts shall be submitted as prove at the moment of the contract signature)</li> </ul> </li> <li>- Patent Registration Certificates, if any of technologies submitted in the Bid is Patented by the Bidder;</li> <li>- Export/Import Licenses, if applicable;</li> <li>- Other relevant licenses and certificates.</li> </ul>
<b>QUALIFICATION</b>	
<b>History of non-performing contracts</b>	<ul style="list-style-type: none"> <li>• have a record of timely and satisfactory performance with their clients.</li> </ul>
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Offeror for the last 3 years. (Form D)
<b>Previous Experience</b>	<p>Minimum 5 years of relevant experience in civil engineering/ construction, or the relevant field for the applied LOT.</p> <p>Minimum 2 (two) implemented contracts for construction sites of similar complexity construction sites (relevant to the applied lot) related to civil works implemented in over the last 5 years, with a value (VAT excl.) per each construction site not less than:</p> <ul style="list-style-type: none"> <li>▪ LOT 1: Demolition, reconstruction, renovation, leveling (walls and floors) works, building facade renovation work – EUR 600 000</li> <li>▪ LOT 2: Electric lighting and wiring system – EUR 47 000</li> <li>▪ LOT 3: Elevator – EUR 46 000</li> <li>▪ LOT 4: Heating and air conditioning – EUR 60 000</li> <li>▪ LOT 5: Access control system – EUR 30 000</li> <li>▪ LOT 6: Fire alarm system – EUR 15 000</li> <li>▪ LOT 7: Water and sanitation system – EUR 32 000 EUR</li> <li>▪ LOT 8: Video surveillance – EUR 14 000</li> </ul> <p><i>(For JV/Consortium/Association, the rest of JV/Consortium/Association partners should meet requirement. Please, ensure that confirming documents are attached and it is clear who meets the requirement).</i></p> <p>*In case of applying for several LOTs, the value of the works provided as similar shall not be less than the cumulated amounts mentioned above;</p>
<b>Financial Capacity</b>	<ul style="list-style-type: none"> <li>▪ Minimum average annual turnover not less than: <ul style="list-style-type: none"> <li>▪ LOT 1: Demolition, reconstruction, renovation, leveling (walls and floors) works, building facade renovation work – EUR 600 000</li> <li>▪ LOT 2: Electric lighting and wiring system – EUR 47 000</li> <li>▪ LOT 3: Elevator – EUR 46 000</li> <li>▪ LOT 4: Heating and air conditioning – EUR 60 000</li> <li>▪ LOT 5: Access control system – EUR 30 000</li> <li>▪ LOT 6: Fire alarm system – EUR 15 000</li> <li>▪ LOT 7: Water and sanitation system – EUR 32 000 EUR</li> <li>▪ LOT 8: Video surveillance – EUR 14 000</li> </ul> </li> </ul> <p>for the past 3 years. <i>(For JV/Consortium/Association, lead company only should meet requirement).</i></p> <p>*In case of applying for several LOTs, the turnover shall not be less than the respective cumulated amounts mentioned above;</p> <p>Offeror must demonstrate the current soundness of its financial capacity and indicate its prospective long-term profitability.</p> <p><i>(For JV/Consortium/Association, all Parties should meet requirement).</i></p>



<b>Technical Evaluation</b>	<ul style="list-style-type: none"> <li>▪ The technical offers shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the Offer, document and submission and non-submission of required documents.</li> </ul> <hr/> <ul style="list-style-type: none"> <li>▪ The submission of the following documents according to WinSmeta software is mandatory: <ul style="list-style-type: none"> <li>- Respective Bills of Quantities (BoQs) (F7, as per Annex 1);</li> <li>- Duly filled-in Unit Price Catalogue (F5);</li> <li>- Duly filled-in Resource Schedule (F3).</li> </ul> </li> <li>- Full compliance of Offer to the Technical specifications and Schedule of Requirements</li> <li>• Demonstrated capacity to implement and commission all activities within the proposed timeframe, which shall not exceed 240 calendar days (8 months which includes the cold period of the year) for all renovation works (LOT 1, 2, 3, 4, 5, 6, 7).</li> <li>• Warranty statement - minimum 36 (thirty-six) months on works and equipment.</li> </ul> <hr/> <ul style="list-style-type: none"> <li>• <b>Will serve grounds for disqualification:</b> <ul style="list-style-type: none"> <li>• Failure to submit one of the above-mentioned documents;</li> </ul> </li> <li>• <b>Any deviations from the provisions of these documents will also serve grounds for disqualification:</b> <ul style="list-style-type: none"> <li>• Changes in codes for works required*;</li> <li>• Changes in the volume of works required*;</li> <li>• Changes in the volumes of resources in the norms of materials, human power and tools*;</li> <li>• Changes in coefficient for norms*;</li> <li>• Proposing the manpower remuneration below the minimum required by the National Legislation (besides the situation when a respective proof from relevant authorities is obtained and presented according to Informative Norms Letter No. 10/1-0086 of 15.06.2018.</li> </ul> </li> </ul> <p>*When developing BoQs, please be guided by the National Regulatory Framework in Construction as per NCM L.01.01-2012 and Regulation on the procurement of public works</p> <p><a href="http://www.devize.md/resurse/CPL%2001.01-2012.pdf">http://www.devize.md/resurse/CPL%2001.01-2012.pdf</a>  <a href="https://www.legis.md/cautare/getResults?doc_id=123036&amp;lang=ro">https://www.legis.md/cautare/getResults?doc_id=123036&amp;lang=ro</a></p>
<b>Financial Evaluation</b>	<p>Detailed analysis of the price offer based on requirements listed in Section 3 and quoted for by the Offerors in Form F and BoQ.</p> <p>Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including warranty).</p> <p>Comparison with budget/internal estimates.</p>

## Due diligence

ATIC reserves the right to conduct a due diligence check, aimed at determining to its satisfaction, the validity of the information provided by the Offeror. Such procedure shall be documented and may include, but need not be limited to all or any combination of the following:

- Inquiry and reference checking with Government entities with jurisdiction on the Offeror, or with previous clients, or any other entity that may have done business with the Offeror;
- Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;
- Verification of accuracy, correctness and authenticity of information provided by the Offeror;
- Validation of extent of compliance to the RFQ requirements and evaluation criteria based on what has so far been found by the evaluation team;
- Physical inspection of the Offeror's offices, branches or other places where business transpires, with or without notice to the Offeror;
- Other means that ATIC may deem appropriate, at any stage within the selection

process, prior to awarding the contract.

### **Clarifications on Offers**

To assist in the evaluation and comparison of Offers, ATIC may, at its discretion, request any Offeror for a clarification of its Offer.

ATIC's request for clarification and the response shall be in writing and no change in the prices or substance of the Offer shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by ATIC in the evaluation of the Offers, in accordance with the solicitation documents.

Any unsolicited clarification submitted by an Offeror in respect to its Offer, which is not a response to a request by ATIC, shall not be considered during the review and evaluation of the Offers.

### **Offer Responsiveness**

- ATIC's determination of an Offer's responsiveness will be based on the contents of the offer itself. A substantially responsive Offer is one that conforms to all the terms, conditions, specifications and other requirements of the RFQ without material deviation, reservation, or omission.
- If an offer is not substantially responsive, it shall be rejected by ATIC and may not subsequently be made responsive by the Offeror by correction of the material deviation, reservation, or omission.

### **Reparable Errors, Omissions and Nonconformities**

- Provided that an Offer is substantially responsive, ATIC may waive any non-conformities or omissions in the Offer that, in the opinion of ATIC, do not constitute a material deviation.
- ATIC may request the Offeror to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Offer related to documentation requirements. Such an omission shall not be related to any aspect of the price of the Offer. Failure of the Offeror to comply with the request may result in the rejection of its Offer.
- For the offers that have passed the preliminary evaluation stage, ATIC shall check and correct arithmetical errors as follows:
  - if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of ATIC there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;
  - if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
  - if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

If the Offeror does not accept the correction of errors made by ATIC, its Offer shall be rejected.

Priority will be given to the offers representing best value for ATIC and having a balanced technical and financial score.

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:

- 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 (even within a LOT).
- ATIC will contract the renovation works in the limits of the available project funds (based on reduced BoQs within each particular LOT).
- ATIC may cancel this RFQ at any time.

Please note that in submitting a response to this RFQ, the offeror understands that EU/Sweden are not party to this solicitation and the offeror agrees that any protest hereunder must be presented - in writing with full explanations - to ATIC/Project for consideration, as **EU/Sweden** 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.

**13. Terms and Conditions:** This is a Request for Quotations only. Issuance of this RFQ does not in any way obligate ATIC or the 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) ATIC's standard payment terms are 15 banking days after provision and acceptance of reports for completed works approved by ATIC representative as well as correct payment documents (invoice, fiscal note). 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 fixed price contract
- c) Advance Payment in the form of 20% of the contract amount or up to EUR 30,000, whichever is less, is allowed after the submission of the Performance Security (bank guarantee) by the Contractor and the updated program of works. Payment will be made in MDL to local companies at the National Bank of Moldova exchange rate valid on the day of payment or in EUR to foreign Contractors via wire transfer to the account specified in the Contractor's invoice. The payment schedule will be as follows: 20% advance payment, 30% - 30% upon presentation of all confirmatory documents such as photos and reception acts, submission of the Safety Documents and other required documentation for each payment, and the final 20% divided into 10% upon completion and final acceptance of all works and 10% upon final commissioning by ATIC. Any invoices for civil works/services rendered and deliverables submitted but not accepted by ATIC will not be paid until the Contractor makes sufficient revisions to the delivered civil works/services such that ATIC may approve them and thus the invoice.
- d) No goods, services or works may be provided, that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the countries mentioned in the sanctions lists provided in this RFQ.
- e) EU 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.
- f) Economic resources provided by the EU under this Project shall not be made available to, or for the benefit of, third parties - whether entities, individuals or groups of individuals - designated by the EU as subject to restrictive measures in the lists provided at [www.sanctionsmap.eu](http://www.sanctionsmap.eu) ("EU Restrictive Measures") and/or <https://scsanctions.un.org/search/> (United Nations Security Council)
- g) 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, the Company shall not make any changes in the*

*unit prices, due to escalation, inflation, exchange rates fluctuation, or other market factors, after the receipt of the quotation.*

*At the time of awarding the Contract, ATIC reserves the right to increase or decrease the quantity of services and/or goods, if it exceeds the available budget for the works indicated in this RFQ, without changes to the price unit or other terms and conditions. If any such change(s) causes an increase or a decrease in the cost, or the time required for the performance, or any part of the work, an equitable adjustment shall be made in the total cost or delivery schedule, or both, and the contract shall be signed accordingly.*

**14. Penalty for delays**

The Contract (s) resulting from this RFQ will include the below penalty clause:

Without affecting any of the other rights and remedies of ATIC, including but not limited to those mentioned in ATIC Contract terms and conditions, if the Contractor fails to provide the ordered civil works and or services, as per the time frame set out in the relevant contract, or in case ATIC determines that the civil works / services provided by the Contractor do not comply with the requirements of the contract, ATIC may apply penalty fees to the Contractor. ATIC may deduct the calculated penalty from Contractor's invoice(s)/fiscal note(s). The penalty amount will be determined as 0.5%/day of delay of the civil works/services undelivered on time or which do not correspond to the required quality, until the compliant delivery of civil works/services. The payment of the penalty will not relieve the Contractor from any of its obligations and liabilities set up in the signed contract.

**Section 2: Offer Checklist**

To assist offerors in preparation of proposals, the following checklist summarizes the documentation to include in 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 REQUIREMENTS AND SPECIFICATIONS**

### **Provision of renovation works for the construction of the Eu4Innovation multifunctional ICT Center in Cahul within the Eu4Moldova: Startup City Cahul project (8 LOTS)**

- LOT 1: Demolition, reconstruction, renovation, leveling (walls and floors) works, building facade renovation work**
- LOT 2: Electric lighting and wiring system**
- LOT 3: Elevator**
- LOT 4: Heating and air conditioning**
- LOT 5: Access control system**
- LOT 6: Fire alarm system**
- LOT 7: Water and sanitation system**
- LOT 8: Video surveillance**

#### **Project Background:**

The EU4Moldova: Startup City Cahul project is funded by the European Union via a delegated agreement with Sweden and implemented by ATIC. The overall objective of the project is to capitalize on and strengthen the potential of the digital economy and to increase its regional competitiveness, business and investment environment in Cahul region.

One of the main project objectives is the establishment of a regional ICT innovation center for the Cahul region. The Center will be built on the territory of the State University of Cahul.

#### **Scope of Work:**

ATIC is seeking for a construction company(-ies) or a consortium of companies which has proven experience in carrying out civil works of similar complexity as described in this tender. The scope of works is to carry out civil works for the construction of the of Startup City Cahul ICT Innovation Center, located on, 1 Piata Independentei st. in Cahul, identified under the cadastral number 1701115.051.03 and managed by the "Bogdan Petriceicu Hasdeu" State University from Cahul.

According to the provisions of General Urbanistic Plan (GUP) of mun. Cahul, the real estate is located in the central area of the locality UTR-3 area of public interest, C-3 subzone public utility territories and other functions complementary.

Category of use: educational, innovative and IT destination.

The scope of works is to carry out the demolition, reconstruction, renovation, wall building, internal finishing works, facade renovation work, installation of electrical and wiring systems, heating and air-conditioning systems, water treatment and distribution systems, video surveillance, access control, fire signalling systems, preliminary and final commissioning of one (1) infrastructural project situated on the address above.

Transportation of materials shall be the responsibility of Contractor(s). Construction waste resulted from civil works will be evacuated by the respective Contractor to authorized dumps. Detailed technical specifications and BoQ for required works are described in the Annexes 1 and 2 to the present RFQ.

The Contractor shall provide all labor, materials, equipment, supplies, transportation, machinery, tools and travel necessary to perform this contract and execute all the works in accordance with local and international standards and requirements in constructions.

It is envisaged that the works include the following activities:

- **Renovation works and installation of required equipment:** the demolition, reconstruction, renovation, wall building, internal finishing works, facade renovation work, installation of electrical and wiring systems, heating and air-conditioning systems, water treatment and

distribution systems, video surveillance, access control, fire signalling systems, etc.

- **Commissioning** of all supplied systems, equipment, materials, and construction works, including making required training and performance test measurements.

**Site visits:** Bidders are recommended to visit and examine the Site and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract. Bidders should arrange site visits at their own cost and shall coordinate the site visits with the contact person delegated by ATIC: [icorbu@ict.md](mailto:icorbu@ict.md)

## 1. Waste Management

Any waste resulted from dismantling and demolition works will be evacuated by the Contractor to authorized dumps, in accordance with requirements of the national legislation related to construction and environment protection.

The Contractor shall have the necessary labor, transportation, equipment, machinery and tools for successful implementation of the contract and execute all mentioned works in accordance with national standards and regulations related to construction field and environment protection as well labor safety and health regulations regarding temporary construction sites.

All technical solutions and works will be performed in line with the technical documentation № 119.A-21 "Proiectarea unui Centru Inovațional Startup City Cahul cu destinație educațională, inovațională și IT pe teren cu nr. cad. 1701115.051.03, situat în r-nul Cahul, str. Piața Independenței, nr. 1.". The Technical Specifications announced under this tender, as well as local normative documents: NCM G.03.02:2015 "External sewerage networks and installations"; СНиП 3.02.01-87 "Constructions in the ground, foundations and basement "; СНиП II-89-80 "General plans for industrial enterprises "; СНиП III-4-80 "Labor security in constructions "

## 2. Management arrangements:

Each implementation stage will be monitored by the designated ATIC Engineer and Technical Supervisor, who will carry out systematic monitoring site visits.

## 3. Training:

The Contractor(s) will be in charge of line testing and demonstration of equipment performance provided in the offer. The Contractor should plan and deliver, at his own cost, an on-site training for the beneficiary (maximum 5 persons). Upon necessity, It will also provide phone consultations within 30 calendar days from the final receipt date. During this period, at the request of the beneficiary, the Contractor will, if necessary, ensure at least 2 on-site visits to provide the necessary consultations. The training should be provided in Romanian (or Russian where required) language or with interpretation in Romanian, if applicable. The training should include a maximum of 8 hours of basic training regarding the overall functionality, key system controls, maintenance requirements, safety standards, etc.

## 4. Implementation Timeframe and Required Deliverables

The overall term for the completion of all the civil works included in each lot, as well as their commissioning procedure is presented in the table below.

The Contractor(s) shall have all required tasks completed and approved by the project Engineer before/by the last calendar day of the contract implementation period.

#	DELIVERABLES	TENTATIVE IMPLEMENTATION TIMEFRAME
	<b>LOT 1: LOT 1: Demolition, reconstruction, renovation, leveling (walls and floors) works, building facade renovation work</b>	<b>8 (eight) months</b> from contract signature/notice to start the works
1.	Term F1 (days)	210 days
2.	Term F1 (days)	30 days
	<b>LOT 2: Electric lighting and wiring system</b>	<b>3 (three) months</b>
1.	Term F1 (days)	60 days

2.	Term F1 (days)	30 days
	<b>LOT 3: Elevator</b>	<b>2 (two) months</b>
1.	Term F1 (days)	30 days
2.	Term F1 (days)	30 days
	<b>LOT 4: Heating and air conditioning</b>	<b>2 (two) months</b>
1.	Term F1 (days)	30 days
2.	Term F1 (days)	30 days
	<b>LOT 5: Access control system</b>	<b>2 (two) months</b>
1.	Term F1 (days)	30 days
2.	Term F1 (days)	30 days
	<b>LOT 6: Fire alarm system</b>	<b>2 (two) months</b>
1.	Term F1 (days)	30 days
2.	Term F1 (days)	30 days
	<b>LOT 7: Water and sanitation system</b>	<b>2 (two) months</b>
1.	Term F1 (days)	30 days
2.	Term F1 (days)	30 days
	<b>LOT 8: Video surveillance</b>	<b>2 (two) months</b>
1.	Term F1 (days)	30 days
2.	Term F1 (days)	30 days

**5. Commissioning of works:** Upon the completion of construction works as well as installation and testing of the equipment, the preliminary and final commissioning committee shall be convened. The responsibility for the organization of commissioning committees belongs to the project representatives and designated technical supervisor. The responsibility of the Contractor(s) is to provide all necessary documentation.

**6. Warranty Period:** The Warranty period on works and equipment shall commence upon the Take Over and last minimum 36 (thirty-six) months. With reference to equipment, in the event that any part is repaired and/or replaced within the warranty period, for that single part new warranty period starts from the date of repair/replacement. However, the overall duration of warranty shall be limited to maximum 36 months in total for parts that are being replaced or repaired, counted from date of the Take Over.