



Norwegian Refugee Council (NRC)

# Invitation to Bid Supplies

ITB reference # ITB/ROM0/CO/23/002

## SECTION 1

### Cover Letter

Chisinau, 24 July 2023

**Our reference: ITB/ROMO/CO/23/002**

SUBJECT:

**INVITATION TO TENDER FOR TWO YEARS FRAMEWORK AGREEMENT FOR THE PROVISION OF SUPPLY AND DELIVERY OF WINTERISATION ITEMS TO TARGETED HOUSEHOLDS IN MOLDOVA**

Dear Bidders,

Following your enquiry regarding the publication of the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender dossier.

Any request for clarification must be received by NRC in writing at least **5** working days before the deadline for submission of tenders. NRC will reply to bidders' questions at least **2** working days before the deadline for submission of tenders.

Costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your tender at the address specified in the Instructions to Bidders before **13 August 2023 at 23:59 Moldova time**, as stated in the procurement notice.

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,  
NRC Procurement Department  
On behalf of the Bid Analysis Committee

**This ITB document contains the following:**

- ✓ Section 1: This cover Letter
- ✓ Section 2: Bid Data sheet
- ✓ Section 3: NRC Invitation to bid general terms & condition
- ✓ Section 4: Technical description of the Bid
- ✓ Section 5: Bidding form
- ✓ Section 6: Pricing Proposal
- ✓ Section 7: Company Profile and Previous Experience
- ✓ Section 8: Additional Information on Specifications of Goods
- ✓ Section 9: Ethical Standards Declaration

**SECTION 2**  
**Bid Data Sheet**

**1. Background Data**

**Contract Name: TWO YEARS FRAMEWORK AGREEMENT FOR THE PROVISION OF SUPPLY AND DELIVERY OF WINTERISATION ITEMS TO TARGETED HOUSEHOLDS IN MOLDOVA**

This bid is issued by Norwegian Refugee Council (NRC) office in Moldova, any correspondence can be addressed the following email address [md.procurement@nrc.no](mailto:md.procurement@nrc.no)

Subject of the email: ITB/ROMO/CO/23/002

**2. Scope of Supply**

The Contracts eligible for bidding are:

**Description of the supply contract**

In response to the needs of the people fleeing hostilities in Ukraine, often with limited assets, NRC is planning to implement a programme of activities that will supply these households (and some of the most vulnerable Moldavian households in the host communities) with winter clothes, warm bedding, and some household items.

The selected supplier(s) is requested to provide all the items of at least 1 (One) LOT, this ITB document consists of 3 LOTs in total:

- LOT No 1 - Household Winter Kit
- LOT No 2 - Adults Kit for Clothes & Boots
- LOT No 3 - Children Kit for Clothes & Boots

Bidders applying for this tender must be able to provide at least one full LOT to be able to participate in the Bids' analysis. Bidders can and are welcome to apply for 2 or 3 complete LOTs. However, Bidders that cannot provide all items for at least 1 full LOT will be disqualified from the bidding process.

The services detailed in the Technical & Financial proposal only an estimate and to give an indication to the bidders of the NRC's needs but that does not commit NRC to spend or to buy any amounts. NRC is expecting from Bidder to quote their best price considering the length of the Agreement and the quantities expected to be ordered under this Agreement.

The resulting Agreement will be signed based on the unit rate (i.e. no quantities, subtotals or totals will be specified in the contract).

**3. Schedule & Deadline for Submission**

The deadline for submission of bids is **23:59 on the 13 August 2023**. Late bids will not be accepted.

	DATE	TIME*
Invitation to Bid release	24 July 2023	10:00
Information session meeting/ site visit (if any)	<b>28 July 2023</b>	<b>11:00</b>
Deadline for request for any clarifications from NRC	06August2023	23:59

Last date on which clarifications are issued by NRC	10 August 2023	23:59
Deadline for submission of bids (receiving date, not sending date)	13 August 2023	23:59
Tender opening session by NRC	14 August 2023	TBA
Notification of award to the successful tenderer	TBA	
Signature of the contract	TBA	

\* All times are in the local time of the Republic of Moldova

Please note all dates are provisional dates and NRC reserves the right to modify this schedule.

#### 4. Manner of Submission:

Please submit your bids in accordance with the requirements detailed below:

The following conditions shall be complied with:

Bidders who submit bid documents electronically, shall prepared the bidding documents in **PDF format** and send these to the designated email account: [md.tenders@nrc.no](mailto:md.tenders@nrc.no)

Subject of the email shall read: **ITB/ROMO/CO/23/002**

1. Depending on the lot(s) the bidder intends to bid for, all annexes and tables included in with this ITB shall be submitted in PDF (signed and stamped).
2. Should the size of the bid folder(s) exceed 4 MB, bidders shall divide and submit the bid documents through multiple emails numbering them progressively in the email subject. (Example: ITB/ROMO/CO/23/002/ 1 of 2)

**Alternatively**, Complete bid documents shall be hand delivered in **ONE Sealed Envelope** at NRC Office to:

Moldova - Chisinau, Str. Bucuresti 41, 1st floor, MD-2012.

The following conditions shall be applied:

- The envelope should be sealed
- The envelope should be stamped
- Write the (ITB) tender reference ITB/ROMO/CO/23/002 on the envelope from outside.

Failure to comply with the above may disqualify the Bid.

#### 5. Assessment Criteria

Award of the contract(s) will be based on the following:

##### Step 1: Administrative compliance check

Bidders must provide evidence of the following for their bid to be considered compliant:

1. Sections 5-9 completed, signed and stamped
2. Bidder has included a copy of their valid business licence
3. Submit a complete technical & financial offer for at least FULL 1 LOT

##### Step 2: Quality of Items (Samples to accompany supplier bids)

NRC will assess the quality of each proposed item as per requested specifications of all bids received. Criteria will be used to evaluate and score the bids in accordance with the number of items that passed the inspection by the designed persons from NRC.

**Step 3: Delivery time**

NRC will evaluate the ability to deliver the requested kits to the agreed on location after receiving the Purchase order.

**Step 4: Capacity of the supplier**

NRC will assess the submitted Offer and supportive documents for the ability of the Bidder to deliver One / Two / Three complete LOTs. The Bidder that failed to supply at least 1 (One) full LOT, will be disqualified.

**Step 5: Payment terms**

Compliance to NRC payment terms as mentioned in the annexes 2, 3 and 4 (Technical & Financial proposals).

**Step 6: Financial Evaluation**

Price in comparison to NRC established expectation and in comparison to other bidders of comparable technical quality.

6. Bidder's Checklist

Description	To be filled by bidder		To be filled by NRC bid committee			
	Included?		Present & complete?		Comments	
Step/ document to be submitted <u>with</u> tender	Yes	No	Yes	No		
Section 2 - Paragraph 6. - Bidder's checklist - <b>Compulsory</b>	✓					
Section 3 – General Terms & Conditions – signed & stamped - <b>Compulsory</b>	✓					
Section 4 -Technical description of the goods – completed, signed & stamped – <b>Compulsory</b>	✓					
Section 5 – Bidding Form – completed, signed & stamped – <b>Compulsory</b>	✓					
Section 6 – Pricing proposal - signed & stamped – <b>Compulsory</b>	✓					
Section 7 – Company profile & experience – completed, signed & stamped – <b>Compulsory</b>	✓					
Section 8 – Additional Information on Specifications of Goods – completed, signed & stamped – <b>Compulsory</b>	✓					
Section 9 – EthicalStandards Declaration – signed & stamped – <b>Compulsory</b>	✓					
Annex 1- Scope of Work – signed &stamped	✓					
Annex-2 - Lot 1 – Technical & Financial Proposal – Household Kit - completed, signed & stamped - Compulsory for bidders applying for Lot 1	✓					
Annex-3 - Lot 2 – Technical & Financial Proposal – Adults Kit for Clothes & Boots - completed, signed & stamped - Compulsory for bidders applying for Lot 2	✓					
Annex-4 - Lot 3 – Technical & Financial Proposal – Children Kit for Clothes & Boots - completed, signed & stamped - - Compulsory for bidders applying for Lot 3	✓					
<b>Supporting documents</b>						
Copy of company registration – <b>Compulsory</b>	✓					
Copies of Company Director(s) ID – <b>Compulsory</b>	✓					
Financial statement or equivalent for the last reporting period – <b>Compulsory for awarded bidder only (before contracting)</b>	✓					
<b>To be filled in by NRC bid committee only</b>					<b>Eligible</b>	<b>Ineligible</b>
<b>Outcome of administrative eligibility check</b>						

## SECTION 3 NRC Invitation to Bid -General terms & conditions

### 1 Scope of Bid

- 1.1 The bid is based on the scope of the assignment as determined in the Bid Data Sheet (Section 2). The instruction to bidders should be read in conjunction with the Bid Data Sheet.
- 1.2 The successful Bidder will be expected to complete the assignment by the Intended Completion Date specified in the contract to be signed

### 2 Corrupt Practices

2.1 **Norwegian Refugee Council** requires Employees, Bidders and Contractors, to observe standards of ethics during procurement and the execution of contracts. In pursuit of this, Norwegian refugee Council defines, for the purposes of this provision, the terms set forth below as follows:

- a. "Corrupt practice" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- b. "Fraudulent practice" includes a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Norwegian Refugee Council, and includes collusive practices among Bidders prior to or after bid submission designed to establish bid prices at artificial, non-competitive levels and to deprive the Norwegian Refugee Council of the benefits of free and open competition;
- c. In any case where fraud or corruption is identified, NRC will:
  - reject any bids where the Bidder has engaged in corrupt or fraudulent practices in competing for the Contract;
  - remove bidding contractors who engage in fraudulent or corrupt practices, from our prequalified list
  - liaise with District Officials to report if fraudulent or corrupt practices are identified
  - terminate works

2.2 Any communications between a Bidder and the Norwegian Refugee Council related to matters of alleged fraud or corruption must be made in writing and addressed to the **Country Director in the Republic of Moldova:**

**Name: Iacopo Caridi**

**Email: [Jacopo.caridi@nrc.no](mailto:Jacopo.caridi@nrc.no)**

### 4. Data Protection and Security

4.1. NRC expects contractors who process personal data comply with the General Data Protection Regulation (EU GDPR) and any relevant national legislation. Suppliers processing personal data on an NRC contract will be required to sign a data processing / sharing agreement as a part of the contract. Refusal to sign such an agreement constitutes refusal of the contract terms and forfeiture of the contract on the part of the supplier.

### 5. Eligible Bidders

5.1. A Bidder shall meet the following criteria to be eligible to participate in NRC procurement:

- a) the Bidder, at the time of bid, is not:
  - i. insolvent;
  - ii. in receivership;
  - iii. bankrupt; or
  - iv. being wound up
- b) the Bidder's business activities have not been suspended;
- c) the Bidder is not the subject of legal proceedings for any of the circumstances in (b); and
- d) The Bidder has fulfilled his or her obligations to pay taxes and social security contributions. In a case where VAT is included in a bid, a copy of the VAT certificate must accompany the bid.
- e) A Bidder, and all parties constituting the Bidder including sub-contractors, shall not have a conflict of interest. All Bidders found to have an undisclosed conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if 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 bid of another Bidder, or influence the decisions of the Norwegian Refugee Council regarding this bidding process

5.2. A Bidder whose circumstances in relation to eligibility change during a procurement process or during the execution of a contract shall immediately inform the Norwegian Refugee Council.

5.3. NRC reserves the right to refuse a bid at any time if the bidder or any party constituting the Bidder, including one of its sub-contractors violates any of the ethical standards provided in section 9 of this Invitation to Bid.

## 6. Joint Ventures, Consortia and Associations

Bids submitted by a joint venture, consortium or association of two or more firms as partners **will only be accepted in exceptional circumstances.**

## 7. One Bid Per Bidder Per Work

Each Bidder shall submit only one Bid per contract. A Bidder who submits or participates in more than one bid per contract will cause all the bids with the Bidder's participation to be rejected.

## 8. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Norwegian Refugee Council shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## 9. Inspection

NRC is obliged to ensure that its procurement decisions are clearly justified and documented and keeping within the Donors mandatory principles. In that regard, full and on-the-spot access must be granted to representatives of NRC, the Donor or any organization or person mandated by it, to premises belonging to NRC or its contractors. The right to access shall include all documents and information necessary to assess, or audit the implementation of the contract



## 10. Obtaining and Completing Bidding Documents

- 10.1. Bidders who did not obtain the Bidding Document directly from the Norwegian Refugee Council will be rejected during evaluation. Where a Bidding Document is obtained from the Norwegian Refugee Council on a Bidder's behalf, the Bidder's name must be registered with the Norwegian Refugee Council at the time of issue.
- 10.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

## 11. Clarification of Bidding Document

A prospective Bidder requiring any clarification of the Bidding Document shall contact the Norwegian Refugee Council in writing. The Norwegian Refugee Council will respond in writing to any request for clarification before the deadline for clarification of bids. The Norwegian Refugee Council shall forward copies of its response to all Bidders who have acquired the Bidding Document, including a description of the inquiry but without identifying its source.

## 12. Amendment of Bidding Document

- 12.1. At any time prior and until 48 hours prior to the deadline for submission of bids, the Norwegian Refugee Council may amend or cancel the Bidding Document by informing the bidders in writing.
- 12.2. To give prospective Bidders reasonable time in which to take an amendment or cancellation into account in preparing their bids, the Norwegian Refugee Council can, at his discretion, extend the deadline for the submission of bids.

## 13. Language of Bid

- 13.1. The bid, as well as all correspondence and documents relating to the bid shall be written in English.
- 13.2. Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 13.3. Copies of official documents such as business registration, tax documents, bank guaranty can be provided in their issuance language.

## 14. Documents Comprising the Bid

- 14.1. The bid submitted by the Bidder shall comprise all the mandatory documents listed in Section 2 Paragraph- 06. (Bidders' checklist).
- 14.2. All forms must be completed without any alterations to the format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

## 15. Bid Price for Supply Contract

- 15.1. Bid prices shall be indicated for each item required per each LOT; items cannot be removed from any LOT that the Bidder is applying for.
- 15.2. Items for which no rate or price is entered by the Bidder will be as not quoted.
- 15.3. Unless otherwise specified in Section 2 - the Bid Data Sheet, all duties, taxes and other

levies payable by the contractor under the contract, shall be included in the total bid price submitted by the bidder.

15.4. For bidder subject to VAT, VAT should be mentioned in the offers

15.5. The Bidder is reminded that it is entirely his responsibility to ensure the accuracy of his bid. No alteration will be made to the bid after its submission on the grounds of any arithmetical errors subsequently discovered.

## 16. Currencies of Bid and Payment

All prices can be quoted by the Bidder in EUR (Euros).

**Moldovan service providers:** the payments will be made in MDL (Moldovan Lei) as quoted or as per the exchange rate of the national bank of Moldova on the day of the transfer.

**Non-Moldovan service providers:** the payments will be done in EUR as quoted.

The invoices issued under the Framework Agreement of this tender, must include the contracted service provider (company) name only, otherwise, if the company name was different, the invoice(s) will be rejected.

## 17. Bid Validity

17.1. Bids shall remain valid for a period of 2 (TWO) calendar years after the date of the bid submission deadline as prescribed by Norwegian Refugee Council. A bid valid for a shorter period shall be rejected as non-compliant.

17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Norwegian Refugee Council may request Bidders in writing to extend the period of validity of their bids. A Bidder must confirm in writing his acceptance of the extension. In case of extension, modification of the bid is not permitted.

## 18. Alternative Bids

Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawings and specifications. Alternative bids shall not be considered unless otherwise indicated in Section 2 – the Bid Data Sheet.

## 19. Format and Signing of Bid

The Bidder shall prepare one set of bid documents per contract that he wishes to bid for. The bidder should hold a copy of the documents with himself, for reference purposes.

## 20. Sealing and Marking of the Bid

20.1. The Bidder shall enclose the bid as per Section 2 Paragraph 4. Manner of Submission.

20.2. The envelopes shall:

- (a) be addressed to the Logistics Office, Norwegian Refugee Council, in the location specified in Section 2 – the Bid Data Sheet
- (b) bear the information mentioned in SECTION 2, Bid Data Sheet, paragraph 4: Manner of submission
- (c) no other markings should be on the envelope

20.3. If all envelopes are not sealed and marked as required, the Norwegian Refugee Council might decide to reject the bid

#### 21. Deadline for Submission of Bids

Bids must be received by the Norwegian Refugee Council at the address given and no later than the date and time indicated in Section 2 - the Bid Data Sheet.

#### 22. Late Bids

The Norwegian Refugee Council shall not consider any bid that arrives after the deadline for submission as stipulated in Section 2 – the Bid Data Sheet. Any bid received by the Norwegian Refugee Council after the deadline for submission of bids shall be declared late and rejected.

#### 23. Withdrawal and Replacement of Bids

23.1. A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids by sending a written notice, signed by an authorized representative. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:

- (a) submitted as with Clauses 20 and 21, and in addition, the envelopes shall be clearly marked “WITHDRAWAL” or “REPLACEMENT” and
- (b) received by the Norwegian Refugee Council prior to the deadline for submission of bids, in accordance with Section 2 – the Bid Data Sheet

23.2. After the opening of bids, modifications to bids must be documented and any discussions reported in writing. A bid may be withdrawn at any stage, with written notice.

#### 24. Confidentiality

24.1. Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the best evaluated Bidder is communicated to all Bidders.

24.2. Any effort by a Bidder to influence the Norwegian Refugee Council in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.

24.3. From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Norwegian Refugee Council on any matter related to the bidding process, it should do so in writing.

#### 25. Clarification of Bids

Norwegian Refugee Council may, at its discretion, ask any Bidder for a clarification of its Bid. The Norwegian Refugee Council’s request for clarification and the response shall be in writing. Any clarification submitted by a Bidder that is not in response to a request by the Norwegian Refugee Council shall not be considered. All requests for clarifications shall be copied to all bidders for information purposes. No change in the price or substance of the bid shall be permitted, except to confirm the correction of errors.

## 26. Bids Validation

- 26.1. The Norwegian Refugee Council's determination of a Bid's validity is to be based on the contents of the bid itself, which cannot be corrected if determined to be invalid
- 26.2. A valid bid is one that complies with all the terms, conditions, and specifications of the Bidding Document, without deviation or omission, which affects, or could affect;
  - i. the scope, quality, or performance of the Works specified in the Contract; or
  - ii. limits in any substantial way, the Norwegian Refugee Council's rights or the Bidder's obligations under the Contract

## 27. Evaluation of Bid

- 27.1. The Norwegian Refugee Council shall examine the legal documentation and other information submitted by Bidders to verify eligibility, and then will review and score bids according to the following criteria:

- A. Adhering to minimum Requirements(PASS / FAIL):
  - a. Submit the complete set of required documents in the Bidder Checklist
  - b. Submit a complete technical & financial offer for at least FULL 1 LOT
- B. Quality of Items (Samples to accompany supplier bids) (25%)
- C. Delivery time (20%)
- D. Capacity of the Supplier (20%)  
Ability to deliver One / Two / Three complete LOTs
- E. Compliance to NRC payment terms (5%)
- F. Pricing (30%)

- 27.2. In case of two contractors being scored the same in the evaluation, the one with the highest technical ranking will be awarded the contract.

- 27.3. NRC reserves the right to make an award based solely on the quotations received, to modify the requirements prior to awarding, or to negotiate further with one or more suppliers. NRC reserves the right to award a contract to the supplier who, in their sole opinion, provides the best combination of cost and quality benefits.

- 27.4. Anti-money laundering, anti-bribery, anti-corruption and anti-terrorism legislation applicable in some jurisdictions and donor regulations require NRC to screen contractors against various lists including but not limited to the United Nations Security Council Sanctions List and World Bank debarment lists to ensure due diligence. Submission of the bid constitutes acceptance of these screening practices on the part of the bidder.

- 27.5. The Norwegian Refugee Council reserves the right to reject all bids, and re-tender if no satisfactory bids are submitted

## 28. Award Procedure

- 28.1. The Norwegian Refugee Council shall award the Contract in writing, with an award letter, to the Bidder whose offer has been determined to be the best, before the end of the bid validity period
- 28.2. Any bidder who has not been awarded a contract, will be notified in writing
- 28.3. Until a formal contract is prepared and executed, the Award Letter shall constitute a binding

agreement between the bidder and NRC.

28.4. The Bidder is thereafter required to submit a Letter of Acceptance, confirming their wish to proceed with a contract.

#### 29. Signing of Contract

29.1. Upon receipt of the Letter of Acceptance, the Norwegian Refugee Council shall call the successful Bidder to sign the Contract.

29.2. Within an agreed timeframe, the successful Bidder shall sign, date, and return the Contract to the Norwegian Refugee Council.

29.3. The NRC reserves the right to award each lot to a different contractor.

29.4. The NRC reserves the right to award different contractors as a primary and secondary contractor.

29.5. Any bidder who has not been awarded a contract will be notified by email.

## SECTION 4 Technical Description of the Goods

**This tender procedure is divided into LOTS**

**Lots: The interested suppliers are required to bid by LOTS**

Bidders can submit an offer for one, several or all lots. Offers must clearly show what lots are included.

Offers must be submitted for all the items of each lot: offers submitted for a part of any LOT will not be taken into consideration by NRC.

Technical description of all items per each LOT is provided in the Annexes 2, 3 and 4 as follows:

Annex2 - Lot 1 – Technical & Financial Proposal – Household Kit

Annex3 - Lot 2 – Technical & Financial Proposal – Adults Kit for Clothes & Boots

Annex4 - Lot 3 – Technical & Financial Proposal – Children Kit for Clothes & Boots

For international Bidders: The products will be purchased according to INCOTERM 2010: **DDP**

For National Bidders:

The selected supplier will be responsible for the cost and risks for:

- 1- Creation of Catalogue (paper and/or online)
- 2- Packaging
- 3- Delivery of Kits to the designated locations inside the republic of Moldova as per the Purchase Orders

NRC will be responsible for the costs and risks for:

- 1- Quality control
- 2- Payment

### **Delivery date (or delivery plan)**

NRC will be submitting partial Purchase Orders for the ready batch of Households, the supplier will be responsible of the delivery, loading and off-loading the Kits in the designated distribution site according to the specific purchase order and BOQ shared with the supplier.

General Goods Receipt Note (GRN) should be signed by the Supplier, NRC project staff and NRC logistics staff.

Please refer to Annex 1 – Scope of Work for more details.

### **Packaging and Labeling**

Once the order is placed, the supplier will select the items from their warehouse and package them together for delivery in a sturdy cardboard box or waterproof packaging (depending on agreement) with the details of the recipient family, their address and appointed code marked clearly on a label attached. The packages should also have NRC and Donor visibility clearly on display.

Please refer to Annex 1 – Scope of Work for more details.

**SECTION 5:  
Bidding Form**

**Please provide information against each requirement.**

Additional rows can be inserted for all questions as necessary. If there is insufficient space to complete your answer in the space provided, please include on a separate attachment with a reference to the question.

**1. Bidder's General Business Details**

**a) General information**

<b>Company name:</b>	SRL "Nobil Prest"
<b>Any other trading names of company:</b>	
<b>Registered name of company (if different):</b>	
<b>Nature of primary business/trade:</b>	Trade
<b>Primary contact name:</b>	Calugher Vadin
<b>Job title:</b>	Director
<b>Phone:</b>	078982565
<b>Email:</b>	nobilprest@mail.ru
<b>Registered Address:</b>	MD 2004 Republica Moldova, or. Chisinau, str. Prunului, 19/1
<b>Business licence number:</b>	
<b>Country of registration</b>	Republica Moldova, or. Chisinau
<b>Registration date:</b>	14.06.2010
<b>Expiry date:</b>	
<b>Legal status of company (eg. partnership, private limited company, etc.)</b>	private limited company

**b) Owners/Managers**

Please fill in the below table with the full names, title/position, the year of birth, and the country of birth of the company's owner(s) and manager(s)\*:

<b>Full Name</b>	<b>Title / Position</b>	<b>Birth Year</b>	<b>Birth Country</b>
<i>Calugher Vadim</i>	<i>Director</i>	<i>22.07.1983</i>	<i>Republica Moldova</i>

\* Please note this information is necessary in order to conduct the vetting procedure referred to in clause 25 of the Invitation to Bid-General Terms and Conditions. Owners and



*managers include but are not limited to Chief Executive Officer, Chief Operating Officer, Chair of the Board, Executive Director, Director, Manager.*

**c) Company bank account details:**

Beneficiary name:	SRL "Nobil Prest"
Beneficiary account no.:	
Beneficiary Bank:	SA "MAIB"
Bank branch:	Sucursala Petru Movila
SWIFT:	
IBAN:	MD27AG000000022513186869
Bank address:	Str. Stefan cel Mare si Sfint, 182

**2. References**

Please provide details of at least 3 client references whom NRC may contact, preferably from NGOs and UN agencies, for similar related works:

Client/company name	Contact person	Phone	Email	Contract details (works, location, size, value, etc)
1.				
2.				
3.				

**3. Defects Liability/Guarantee Period**

Please provide details below of the defect liability and guarantee period you offer on the products supplied under this contract:

**4. Confirmation of Bidder's Compliance**

We, the Bidder, hereby certify that our tender is a genuine offer and intended to be competitive and we confirm we are eligible to participate in public procurement and meet the eligibility criteria specified in the Invitation to Bid. We confirm that the prices quoted are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

We, the Bidder confirm the documents attached to this offer are those validated by us in the Section 2 Paragraph 6. Bidder's checklist.

We understand that NRC is not bound to accept the lowest, or indeed any bid, received.

We understand the services detailed in the Technical & Financial proposal only an estimate and to give an indication to the bidders of the NRC's needs but that does not commit NRC to spend or to buy any amounts. NRC is expecting from Bidder to quote their best price considering the length of the Agreement and the quantities expected to be ordered under this Agreement.

We understand that the resulting Agreement will be signed based on the unit rate (i.e. no quantities, subtotals or totals will be specified in the contract).

We agree that NRC may verify the information provided in this form itself or through a third party as it may deem necessary.

**We confirm that NRC may in its consideration of our offer, and subsequently, rely on the statements made herein.**

Name of Signatory: Calugher Vadim	Tel N°: 078982565
Title of Signatory: Calugher Vadim	Name of Company: SRL "Nobil Prest"
Signature & stamp:	Date of Signing: 12.08.2023
	Address: Republica Moldova, or. Chisinau, str. Prunului, 19/1

**SECTION 6:  
Pricing Proposal**

**Please Refer to Annexes 2, 3 & 4 for Technical and financial proposal for LOTS 1, 2 & 3**

**SECTION 7**  
**Company Profile and Previous Experience**

The Bidder is requested to:

1. Submit the **Company Profile**
2. Complete the following **Previous Experience Table** listing the contracts undertaken in the past 5 years for supply of similar commodities as required under this contract
3. Submit **evidences of previous experience** in form of Contracts, Completion Certificates, etc.

#	Name of Project / Type of work	Total value of the performed works	Duration of the works contract	Starting date	Ending date	Contracting Authority / Contact person / phone / email
1						
2						
3						
4						
5						

**NOTE:** The list shouldn't be limited to this Form in regards to the number of works reported. **A comprehensive list of the last 5 years' experience has to be submitted adapting the Form to the necessary rows.**

NRC may conduct reference checks for previous contracts completed

**SECTION 8:**  
**Additional Information on Specifications of Goods**  
(Bidders can add pictures, certification, certificate of origin, result of analysis etc.)

## SECTION 9

### Ethical Standards Declaration for all Supply, Service and Works Contractors

We, the undersigned, (**'we'**, **'our'** or **'us'**) **CONSIDERING THAT:**

**FIRST**, we are bidding for, or entering into, a contract with the Norwegian Refugee Council (**NRC**) to supply goods, services or works to NRC (**'the Contract'**).

**SECOND**, we understand that as a humanitarian organisation, NRC expects its suppliers and contractors to have high ethical standards.

**THIRD**, we understand that NRC therefore needs us to confirm that we adhere to the required ethical standards (**'the ethical standards'**) by signing this declaration (**'the Declaration'**).

**THEREFORE**, we **DO HEREBY DECLARE** as follows:

#### 1. Declaration concerning compliance with applicable laws and these ethical standards

We declare that we shall:

- a. Meet the ethical standards in this declaration ('ethical standards')
- b. Ensure that any party representing us, including but not limited to:
  - board members
  - directors
  - employees
  - contractors or sub-contractors, and their employees
  - consultants and sub-consultants, and their employees;
  - other legal representatives

('our Representatives') are aware of and comply with these ethical standards.

In the event that we, or our Representatives, do not meet the ethical standards at present, we shall:

- a. Explain to NRC in what way we do not currently meet the ethical standards
- b. Agree a plan and timeline with NRC to implement changes that allow us to meet the ethical standards
- c. Provide regular updates to NRC on the implementation plan.

#### 2. Declaration concerning status

We hereby declare that neither we, nor to the best of our knowledge our Representatives, are in any of the following situations:

- 2.1. Have made an offer, payment, consideration or benefit of any kind, which constitutes illegal or corrupt practice, directly or indirectly, as an inducement or reward in relation to the tendering, awarding or execution of the Contract.
- 2.2. Are involved in any form of fraud, corruption, collusion, coercive practice, bribery, involvement in a criminal organisation or other illegal activity
- 2.3. Are insolvent, in receivership, bankrupt, or being wound up
- 2.4. Have suspended activities
- 2.5. Are subject to legal proceedings related to 2.1
- 2.6. Have at any time been found guilty and sentenced by a court, whether in the country of employment or abroad, for a criminal offence in respect of children or vulnerable adults
- 2.7. Are engaged in:
  - terrorism or the material support of terrorism
  - the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof
  - the sale or manufacture, either directly or indirectly, of weapons
  - the production of alcohol, tobacco, or pornography.

#### 3. Declaration concerning Conflicts of Interest

We declare that neither we nor, to the best of our knowledge, our Representatives have an undisclosed conflict of interest with NRC.

Where any potential conflict of interest exists between our Representatives and NRC or any NRC staff member, we shall notify NRC in writing of the potential conflict. NRC shall then determine whether action is required.

A conflict of interest can be due to a relationship with an NRC staff member such as family or friends.

We understand that if we fail to report a potential conflict of interest and are later found to have a conflict of interest, we may be removed from the NRC vendor database.

#### 4. Declaration concerning compliance with national law

We declare that we and, to the best of our knowledge, our Representatives:

- 4.1. comply with all applicable laws and regulations in effect in the country or countries where the Contract will be carried out.
- 4.2. comply with all applicable export laws concerning the country or countries where the Contract will be carried out.
- 4.3. are registered with the relevant government authority with regard to taxation for the duration of the Contract.
- 4.4. pay taxes according to all applicable national laws and regulations for the duration of the Contract.

#### 5. Declaration concerning compliance with labour standards

We declare that we and, to the best of our knowledge, our Representatives:

We declare that we and, to the best of our knowledge, our Representatives comply with applicable national labour law standards and the International Labour Organisation Declaration on Fundamental Principles and Rights at Work.

Specifically, we declare that we and, to the best of our knowledge, our Representatives comply with the following minimum labour standards:

##### 5.1. Working Conditions

- a. All workers receive a contract of employment that is written in a language they understand.
- b. All workers are free to leave after giving reasonable notice.
- c. All workers have the right to join or form trade unions of their own choosing and to bargain collectively.
- d. No worker is required to lodge 'deposits' or identity papers or immigration documents in order to obtain employment.

##### 5.2. Wages and benefits

- a. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. Wages are always sufficient to meet basic needs.
- b. No deductions from wages are made as a disciplinary measure.

##### 5.3. Working time

- a. Working hours comply with national laws and benchmark industry standards, whichever affords greater protection. Whenever possible working hours do not exceed 48 hours per week (8 hours per day).
- b. Workers are provided with at least one day off for every 7-day period.

##### 5.4. Health and safety

- a. Steps are taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- b. Workers receive regular and documented health and safety training, and such training is repeated for new workers.
- c. Workers have access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage is provided.
- d. Accommodation, where provided, is clean, safe and adequately ventilated.

##### 5.5. Discrimination and abuse

- a. No worker is forced, bonded or an involuntary prison worker.
- b. There is no discrimination at the workplace based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.
- c. Measures are in place to protect workers from sexually intrusive, threatening, insulting or exploitative behaviour, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.
- d. Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, are prohibited.

##### 5.6. Persons under 18

- a. No persons under the age of 18 shall be engaged in work which is hazardous to their health or safety, including night work.
- b. The working hours and nature of work of any worker who is under the age of 18 shall not interfere with their opportunity to complete his or her education.

#### 6. Declaration concerning the environmental standards



We declare that we and, to the best of our knowledge, our Representatives comply with applicable national environmental law standards and with international environmental standards, to the greatest extent possible.

Specifically, we declare that we and, to the best of our knowledge, our Representatives adhere to the following standards:

- 6.1. We respect national and international environmental legislation and regulation.
- 6.2. We ensure that production and extraction of raw materials for production does not contribute to the destruction of the resources and income base for marginalised populations, such as in claiming large land areas or other natural resources on which these populations are dependent.
- 6.3. We take environmental measures into consideration throughout the production and distribution chain ranging from the production of raw material to the consumer sale. This includes reasonable steps to minimise negative environmental impacts (e.g. emissions, water usage, waste) and to use - where possible - sustainable resources. Local, regional and global environmental aspects shall be considered. The local environment at the production site will not be exploited or degraded by pollution and waste.
- 6.4. We carefully manage hazardous chemicals and other substances in accordance with documented safety procedures.

#### 7. Declaration concerning protection from sexual exploitation and abuse

We and, to the best of our knowledge, our Representatives comply with international standards related to protection from sexual exploitation and abuse (PSEA) and sexual harassment.

Specifically, we declare that we and, to the best of our knowledge, our Representatives adhere to the following standards:

- 7.1. We take sexual misconduct seriously and ensure that any employee found to have carried out sexual misconduct will be subject to disciplinary action.
- 7.2. We will ensure, that none of our employees engage in any sexual activity with persons (adult or child) in relation with this contract regardless of the age of majority or consent locally.
- 7.3. We will ensure that none of our employees produce, procure, distribute or use sexually explicit material in any activities under the Contract or on any sites used under the Contract.
- 7.4. We will ensure that none of our employees will exchange money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading, or exploitative behaviour. This prohibition extends to any use of sex trade workers. If any sexual misconduct is found to have taken place, such employees face disciplinary action.
- 7.5. We shall report any incident or complaint of sexual misconduct or child abuse related to the activities carried out under the Contract through NRC's PSEA and Safeguarding Unit at [psea@nrc.no](mailto:psea@nrc.no).
- 7.6. We shall report any known or reported sexual relationship between our employees and NRC staff to NRC.

#### 8. Declaration concerning protection of children

We declare that neither we nor, to the best of our knowledge, our Representatives are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. We commit to upholding international and national laws and policies regarding child safeguarding.

Specifically, we declare that we and, to the best of our knowledge, our Representatives adhere to the following standards:

- 8.1. We support and protect the complainant, survivors and witnesses of any raised incidents or complaints of sexual misconduct or child abuse.
- 8.2. We will ensure, that our employees will not abuse or exploit children or act in a manner that may place a child at risk of harm.
- 8.3. We will ensure that our employees are not left alone with children.
- 8.4. We will ensure our employees will not ask children for personal contact details without a valid reason to do so.
- 8.5. We listen, to the best of our ability, to children's views and opinions and treat boys and girls in a manner that is respectful of their rights and dignity during the performance of the Contract.
- 8.6. We shall report any suspicion of child safeguarding concerns through the Complaints and Feedback Mechanism, provided by the NRC contract focal point and at [psea@nrc.no](mailto:psea@nrc.no).

#### 9. Declaration concerning anti-human trafficking

We declare that neither we nor, to the best of our knowledge, our Representatives are engaged in trafficking in persons as defined in the protocol to Prevent, Suppress and Punish Trafficking in Persons or the UN Convention against Transnational Organized Crime.

Specifically, we declare that we and, to the best of our knowledge, our Representatives adhere to the following standards:

- 9.1. We do not solicit persons for the purpose of employment, or offer employment by means of materially false or fraudulent pretences, representations, or promises.

- 9.2. We do not charge employees recruitment fees.
- 9.3. We do not provide or arrange housing for employees that does not meet host country housing and safety standards.
- 9.4. We commit to report any suspected violations of this clause to NRC immediately.
- 9.5. We commit to make our Representatives aware of the trafficking related prohibitions outlined above and share the Global Human Trafficking Hotline Information with them (1-844-888-FREE, [help@befree.org](mailto:help@befree.org)).

**10. General**

We understand that:

- 10.1. The Declaration will be kept on file for a period of 10 years.
- 10.2. The Declaration will be updated every year or more often as appropriate.
- 10.3. We must inform NRC immediately in the event that there is a change to the Declaration.
- 10.4. NRC may perform checks to verify that the ethical standards are adhered to and shall be granted reasonable access to our premises and to our documentation, computer systems etc, in order to be allowed to do so.
- 10.5. In the event that NRC deem that we fail to meet or are not taking appropriate steps to meet, the ethical standards, NRC may immediately terminate any and all contracts and agreements we have with them and at no cost to NRC.

**11. Requirement to notify NRC**

We shall immediately notify NRC through the Complaints and Feedback Mechanism, provided by the NRC contract focal point if:

- 11.1. Any allegations of alleged corruption, sexual exploitation or abuse, or child abuse are made against us or, to the best our knowledge, our Representatives, during the Contract, whether relating to the Contract or not.
- 11.2. Any allegations are made, or any changes occur, in relation to any of the declarations made herein

**Signed on our behalf as follows:**

Signature	
Name	Calugher Vadim
Position	Director
Date	11.08.2023
Place	Republica Moldova, or. Chisinau, str. Prunului, 19/1