

Invitation to Quote

SHOPPING

116/GD/RM

**Procurement
of
Hand wash liquid (săpun lichid)**

25 July 2022

Invitation to Quote (ITQ) - Shopping For Goods

Procurement of Hand wash liquid (săpun lichid)

Date: 25 July 2022

Project Title: “2022 COVID-19 Response Mechanism Additional Funding for Moldova”
Source of Funding: “Global Fund to Fight AIDS, Tuberculosis, and Malaria”
Contract Ref: 116/GD/RM

To: According to the list

Dear Supplier,

1. You are invited to submit your price quotation(s) for the supply of the following equipment:

I. LOT “Hand wash liquid (săpun lichid)”

a) Hand wash liquid (săpun lichid), 5 L pack = 3620 packs (18100 L).

Information on technical specifications and required quantities are indicated in Annex A to Terms and Conditions of Supply.

2. The Government of the Republic of Moldova has received grants from The Global Fund to Fight Aids, TB, and Malaria (GFATM), and intends to apply the proceeds of these grants to eligible payments under the contract for which this invitation for quotation is issued.

You must quote **for all items (the whole lot)** under this invitation including all requested documents as per “Mandatory requirements” from Annex A to Terms and Conditions of Supply. Price quotations will be evaluated per lot (the whole lot shall be evaluated and a contract awarded to the firm offering the lowest evaluated price for the lot); incomplete bids will be rejected.

3. You shall submit one original of the Price Quotation with the Form of Quotation.
4. Your quotation in the **English** language should be accompanied by the following documents:
 - 4.1. “Copy of the Certificate *or* the Legal Decision that demonstrates the company is registered as a legal entity in the country of origin (“Certificat de Înregistrare” or “Decizia de înregistrare a persoanei juridice”);
 - 4.2. Copy from Extract from the Commercial Register with information about *inter alia* the manager(s), legal address, name of the owners (“Extras din Registrul de stat al persoanelor juridice”);
 - 4.3. Adequate technical documentation, catalog (s), and other printed material or pertinent information (in Romanian, English, or Russian) for each quoted item.
5. The deadline for receipt of your quotation by the Purchaser is: **12 August 2022, 12:00, Chisinau time**. Late quotations will be rejected.

6. The evaluation of the price quotations will be conducted through shopping procedures set out in the World Bank's *Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers* dated January 2011, revised July 2014 (the *Procurement Guidelines*), "Shopping".
7. Quotations by fax or by electronic means **are NOT acceptable and will be rejected**.
8. Your quotation should be submitted as per the following instructions and by the attached Terms and Conditions of supply. **Please sign the attached Terms and Conditions of supply and fill in the table demonstrating substantial responsiveness of the goods proposed to the technical specification required, and return them to the Purchaser. Quotations that will not contain the mentioned signed and stamped "Terms and Conditions of supply" shall be considered incomplete and will be rejected.**
 - (i) **PRICES:** The prices should be quoted for delivery DDP consignee address, Chisinau, Republic of Moldova, for imported goods, according to INCOTERMS, 2000. **Prices should be quoted in MDL (Moldavian Lei).**
 - (ii) The price should not include customs duties, excise duty, custom procedures tax, and Value Added Tax (VAT) in Moldova because the services under this contract are subject to Value Added Tax at zero rates (Government Decision №246 dated 08.04.2010 item 198¹, and all related changes - Monitorul Oficial №52-53/308 dated 14.04.2010). This Decision exempts from paying these taxes and impose the Value Added Tax at zero rates to all the Goods and Services procured under the above-mentioned Project. Therefore, quotations should not include the above-mentioned local taxes, and bidders should confirm this in their quotations (see also clause "Fixed Price" in the "Terms and Conditions of Supply" section of this ITQ).
 - (iii) **EVALUATION OF QUOTATIONS:** Offers determined to be substantially responsive to the technical specifications will be evaluated by comparing their prices.

In evaluating the quotations, the Purchaser will determine for each offer the evaluated price by adjusting the price quotation by making any corrections for any arithmetical errors as follows:

- (a) *Where there is a discrepancy between amounts in figures and words, the amount in words will govern;*
 - (b) *Where is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;*
 - (c) *If a Supplier refuses to accept the correction, his quotation will be rejected.*
 - (iv) **AWARD OF CONTRACT:** The award will be made to the bidder offering the lowest evaluated price per Lot and **that meets the required standards of technical** and financial capabilities.
 - (v) **VALIDITY OF THE OFFER:** Your quotation should be valid for **forty-five (45) calendar days** from the deadline for receipt of the quotation indicated in Paragraph 5 of this Invitation to Quote.
10. Further information can be requested from:
Mr. Ion Mosenet, TB Project Procurement Specialist
Public Institution "Coordination, Implementation, and Monitoring Unit of the Health System Projects"
18/A Toma Ciorba Street,
MD-2004, Chisinau, Republic of Moldova

Tel: + 373 22 233-568
Fax: + 373 22 233-887
E-mail: imosenet@ucimp.md

11. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Invitation to Quote. Failure to furnish all information or documentation required by the Invitation to Quote may result in the rejection of the quote.
12. A prospective bidder requiring any clarification of the Invitation to Quote shall contact the Purchaser in writing at the Purchaser's address specified in Paragraph 10. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than **five (5) calendar days** before the deadline for receiving quotes.
13. At any time before the deadline for receiving quotes, the Purchaser may amend the Invitation to Quote by issuing an addendum. Any addendum issued shall be part of the Invitation to Quote and shall be communicated in writing to all who have obtained the Invitation to Quote directly from the Purchaser.
14. The bidder shall bear all costs associated with the preparation and submission of its quote, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
15. The Purchaser reserves the right to accept or reject any quote, and to annul the bidding process and reject all quotes at any time before contract award, without thereby incurring any liability to bidders.
16. Please confirm by fax/e-mail the receipt of this invitation and whether or not you will submit the price quotation.

Yours sincerely,



Ion Mosenet,

Procurement Specialist

Public Institution "Coordination, Implementation, and Monitoring Unit of the Health System Projects"

Terms and Conditions of Supply

Project Name: “2022 COVID-19 Response Mechanism Additional Funding for Moldova”

Purchaser: **Public Institution “Coordination, Implementation, and Monitoring Unit of the Health System Projects”**

Consignee: **ANP, ANSP - (Chisinau).**

Package No: **116/GD/RM**

1. **Prices and Schedules for Supply**

The Supplier acknowledges that he will also be responsible for:

- a) Delivery of the goods to the consignee addresses (Chisinau).

LOT 1. “Hand wash liquid (săpun lichid)”:

<u>No</u>	<u>Item</u>	<u>Quantity</u>	Unit Price Chisinau, <u>MDL</u>	Total Price Chisinau, <u>MDL</u>	<u>Delivery Time</u>	<u>Consignee</u>
1	Hand wash liquid (săpun lichid), 5L pack	3620 packs	58.00	209960.00	5days	ANP, ANSP (Chisinau).
	<i>TOTAL:</i>			209960.00		

Note: *In case of discrepancy between the unit price and total derived from unit price, the correction will be done as provided in Paragraph 9 (iii) of the Invitation to quote*

2. **Fixed Price:** The prices indicated above are firm and fixed and not subject to any adjustment during contract performance. We are confirming that the prices do not include the customs duties, excise duty, custom procedures tax, and Value Added Tax (VAT) in Moldova.
3. **Country of Origin:** The goods offered should have their origin in World Bank member countries, and you will be required to furnish a certificate of origin for each item.
4. **Delivery Schedule:** The delivery should be completed as per delivery conditions from the Terms and Conditions of Supply from the date of signing of the contract.
5. **Applicable Law:** The Contract shall be interpreted under the laws of the Purchaser's country.
6. **Resolution of Disputes:** The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by the provisions of the laws of the Purchaser's country.

7. Delivery and Documents: Upon shipment, the Supplier shall notify the Purchaser by cable or fax of the full details of the shipment, including contract number, description of goods, quantity, etc.
8. Payment for your invoice will be made 100% against delivery of goods, by bank transfer in favor of the Supplier's Bank, within ten (10) days from receipt of the goods, and related services as provided by paragraph 1 of these Terms and Conditions of supply (hereinafter referred to as the "Related Services"), and a final acceptance document for goods and related services issued by the Purchaser and confirmed by the Consignee (hereinafter referred to as the "Final Acceptance Document").
9. Warranty: The goods offered should be covered by the manufacturer's warranty (shelf life) as indicated in Annex A to Terms and Conditions of supply from the date of the Final Acceptance Document. **Please specify the warranty period and terms in detail according to Annex A requirements.**
10. Manufacturer's Authorization. The Purchaser can require the Supplier before awarding the contract to provide the Manufacturer's Authorization for the goods.
11. Packaging and Marking Instructions: The Supplier shall provide standard packing of the Goods as required preventing their damage or deterioration during transit to their final destination, as indicated in the Contract.
12. Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within 30 days from the date of notice by the Purchaser.
13. Force-Majeure: The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failures to perform its obligations under the Contract is the result of an event of Force-Majeure.

For purposes of this clause, "Force-Majeure" means events beyond the control of the Supplier and do not involve the Supplier's fault or negligence and are not foreseeable. Such events may include, but are not restricted to, the act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force-Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by Force-Majeure event.

14. Required Technical Specifications

(i) **General Description**

- a. All goods must be new, unused, of the most recent and current models, incorporating all recent improvements in design and materials, unless otherwise provided for in these specifications.

(ii) **Specific details and technical standards** - as per Annex A to Terms and Conditions of Supply

The supplier confirms compliance with the above specifications (*In case of deviations supplier to list all such deviations*)

15. Failure to Perform: The Purchaser may cancel the Contract if the Supplier fails to deliver the goods and provide Related Services, following the above terms and conditions, despite a 10-day notice given by the Purchaser, without incurring any liability to the Supplier.
16. Delays: If the Supplier fails to deliver any or all of the goods by the date of delivery or perform the Related Services within the period specified in the Contract (as provided by the Delivery schedule above), the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage of 0.1% of the delivered price of the delayed goods or unperformed services for each working day or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage of ten (10)% of the contract price.
17. Fraud and Corruption: It is the Global Fund's policy to require that all bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers, and suppliers under Global Fund-financed contracts observe the highest standard of ethics during the procurement and execution of such contracts.¹ Under these circumstances, the Global Fund has developed a **Code of Conduct for Suppliers** which is aimed to ensure that Suppliers and Suppliers' Representatives will participate in the procurement process in a manner that is transparent, fair, accountable, and honest, including by complying with all applicable laws and regulations regarding fair competition as well as recognized standards of good procurement practice. The detailed document (Code of Conduct for Suppliers) can be found and must be read on the website: <https://www.theglobalfund.org/en/governance-policies/>
18. As a bidder, we hereby confirm that we have read the Code of Conduct for Suppliers as stated in clause 17 above, and by our below signature we assume the responsibility for the actions taken by us within this procurement.

NAME OF SUPPLIER – Policontract SRL

Authorized Signature and Stamp – Cires Ion

Place: mun. Chisinau, str. Lunca Bicului 33/3



Date: 11.08.2022

¹ In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, subcontractors, sub-consultants, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

Specific details and technical standards

LOT 1 “Hand wash liquid (săpun lichid)”:

№	Name of product	Minimal technical specifications	Offered specifications; model, manufacturer.
1	Hand wash liquid (săpun lichid)	5L pack (ambalaj în cutii/canistre a câte 5 litri) Skin-care; pH value (concentrated product): range 6-8; Flash point >100 ⁰ C	Sapun Lichid 5L
	Mandatory requirements	- Original manufacturer packing for all items; - Quality Certificates for each supply - European Council Directive 1223/2009.	

- **All goods will be tested by the beneficiary. The goods will be accepted and the acts of receipt will be signed upon positive testing performed by the beneficiary.**

NAME OF SUPPLIER – Policontract SRL

Authorized Signature and Stamp – Cires Ion

Place: mun. Chisinau, str. Lunca Bicului 33/3



Date: 11.08.2022