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B.C. «Eximbank-Gruppo Veneto Banca» S.A., c/d (MDL): MD03EX0000000227100004MD, c.f.1009600018430

Invitation to Quote

SHOPPING

140/GD/H

**Procurement
of the Lubricants for intimate use
for HIV prevention activities**

19 December 2022

Invitation to Quote (ITQ) - Shopping For Goods

Procurement of the Lubricants for intimate use for HIV prevention activities

Date: 19 December 2022

Project Title: “Strengthening Tuberculosis control and reducing AIDS related mortality in the Republic of Moldova”

Source of Funding: “Global Fund to Fight AIDS, TB and Malaria”

Contract Ref: # 140/GD/H

To: According to the list

Dear Supplier,

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

LOT I. Lubricants, for intimate use, water-based:

Items	Description of goods	Quantity*
1.	Lubrifiant pentru uz intim pe bază de apă, 50ml (Lubricant, for intimate use, water-based, 50 ml)	23 800
2.	Lubrifiant pentru uz intim pe bază de apă, 5ml (Lubricant, for intimate use, water-based, 5 ml)	393 270

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

** The quantities requested are estimated and may be subject to change, up to 15% from the total value of the contract.*

2. The Government of 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 may quote **for whole Lot (that will include all items requested per lot)** under this invitation, include 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 quotations will be rejected.

3. You shall submit one original of the Price Quotation with the Form of Quotation, in the attached format (Terms and Conditions of Supply), completed and signed in accordance with Paragraph 8 of this Invitation to Quote.

4. Your quotation should be accompanied by 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 Inregistrare” or “Decizia de înregistrare a persoanei juridice”) and **activates at least two years;**
- 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. Copy from the License issued by the Chamber of Licensing (“Licență de activitate in domeniu”);
- 4.4. List of similar contracts and sales during the last two years of activity;

- 4.5. **The quotation shall be accompanied by samples of the offered product: 5 units per items for Lot I.** (the samples submitted will not be returned, as evidence of tenderers' participation in this procedure);

The samples should be sealed in an envelope and addressed to and delivered at the following address of the Purchaser:

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

18/A Toma Ciorba Street., of. 01,

MD-2004, Chisinau, Republic of Moldova,

Attn: Mrs. Angela Carp, HIV Project Procurement Specialist

- 4.6. Adequate technical documentation and catalogue(s) and other printed material or pertinent information (in Romanian, English or Russian language) for each quoted item;
- 4.7. **The Terms and Conditions of supply with completed table (Annex A), signed and stamped, in accordance with Paragraph 8 of this Invitation to Quote.**

5. **The deadline for receipt of your quotation by the Purchaser is: 03 January 2023, 15:00, 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 e-mail **are NOT acceptable and will be rejected.**

8. Your quotation should be submitted as per the following instructions and in accordance with 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 in Annex A. Quotations, that will not contain the mentioned signed and stamped “Terms and Conditions of supply”, will be considered as the incomplete and will be rejected.**

9.

- (i) **PRICES:** The prices should be quoted for delivery **DDP** - Chisinau, Republic of Moldova, for imported goods, according to INCOTERMS, 2000. **Prices can be quoted in Moldavian Lei (MDL).**

- (ii) The price should not include custom duties, excise-duty, custom procedures tax and Value Added Tax (VAT) in Moldova due to the fact that the services under this contract are subject to Value Added Tax at zero rate, according to the **(Government Decision №. 246 dated 08.04.2010 (Annex nr. 1, item no. 201⁵), and all related changes - Monitorul Oficial №. 52-53/308 dated 14.04.2010)**. This Decision exempt from paying these taxes and impose the Value Added Tax at zero rate 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 "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 CIP in MDL.

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

- (a) *Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;*
- (b) *Where there 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.

If the winning bid will be the product offering with which the Program has not worked in the previous years and are not known / tested by the program beneficiaries, the Purchaser reserves the right to conclude a contract for a small amount of syringes (maximum 5% of the amount set for Lot) for testing in Chisinau and Balti.

If, during the test period, complaints will be filed in writing by the beneficiaries over their quality, the Purchaser will proceed to the next offer according to the ranking, following the same rule.

- (v) **VALIDITY OF THE OFFER:** Your quotation should be valid for a period of **sixty (60) calendar days** from the deadline for receipt of quotation indicated in Paragraph 5 of this Invitation to Quote.

9. Further information can be requested from:

**Mrs. Angela Carp, Procurement Specialist HIV Project
Public Institution “Coordination, Implementation and Monitoring Unit of the
Health System Projects”
18/A Toma Ciorba Street, of. 01,
MD-2004, Chisinau, Republic of Moldova
Tel: + 373 22 233-568
Fax: + 373 22 233-887
E-mail: acarp@ucimp.md**

10. 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.
11. A prospective bidder requiring any clarification of the Invitation to Quote shall contact the Purchaser in writing at the Purchaser’s address specified in the Paragraph 9. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than **five (5) calendar days** prior to the deadline for receiving of quotes.
12. At any time prior to the deadline for receiving of quotes, the Purchaser may amend the Invitation to Quote by issuing 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.
13. 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.

14. The Purchaser reserves the right to accept or reject any quote, and to annul the bidding process and reject all quotes at any time prior to contract award, without thereby incurring any liability to bidders.
15. Please confirm by fax/e-mail the receipt of this invitation and whether or not you will submit the price quotation.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'Angela Carp', is written over a horizontal line.

Angela Carp
HIV Project Procurement Specialist
**Public Institution “Coordination, Implementation and Monitoring Unit of the
Health System Projects”**

Terms and Conditions of Supply

Project Name: **“Strengthening Tuberculosis control and reducing AIDS related mortality in the Republic of Moldova”**

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

Package No: **# 140/GD/H**

1. Prices and Schedules for Supply

The Supplier acknowledges that he will also be responsible for:

- a) Delivery of goods to the consignee address (according the Delivery Schedule)

LOT I. “Lubricants, for intimate use, water-based”:

№	Item	<u>Q-ty</u> <u>(units)</u>	<u>Unit Price</u> DDP Chisinau, [MDL]	<u>Total Price</u> DDP Chisinau, [MDL]	<u>Delivery Time</u>
1.	Lubrifiant pentru uz intim pe bază de apă, 50ml (Lubricant, for intimate use, water-based, 50 ml)	23 800			Quarterly, based on the Order Note of Purchaser The first delivery within 60 calendar days from signing the contract
2.	Lubrifiant pentru uz intim pe bază de apă, 5ml (Lubricant, for intimate use, water-based, 5 ml)	393 270			
	TOTAL:				

Note: *In case of discrepancy between 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 custom 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 products will be delivered **in the 2-3 tranches**, based on the Order Note sent to the Provider by the Purchaser(PCIMU), to projects / NGOs carrying out risk mitigation activities throughout the Republic of Moldova (right bank). **The quantity of products per syringe type in each delivery will be different, according to the requests received from the beneficiaries**

The first delivery should not exceed **60** calendar days from contract signature. The delivery period will last no more than 2 weeks after the Seller has announced the availability of the delivery of the goods..

The delivery will be made by the Supplier at the address indicated by the PCIMU, without incurring additional handling and handling costs.

The delivery should be completed as per delivery conditions from the Terms and Conditions of Supply from the date of signing of contract.

5. Applicable Law: The Contract shall be interpreted in accordance with 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 in accordance with 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 the full details of 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) banking days from receipt of the goods, and related services as provided by the 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 / Shelf life: The goods offered should be covered by manufacturer's warranty (shelf life) as indicated in the Annex A to Terms and Conditions of supply from the date of the Final Acceptance Document. **Please specify warranty / shelf life period and terms in detail according to the Annex A requirements.**
10. Manufacturer's Authorization. The Purchaser can require to 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 day from the date of notice by 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 failure to perform its obligations under the Contract is the result of an event of Force-Majeure.

For purposes of this clause, "Force-Majeure" means an events beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, 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

Supplier confirms compliance with 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, in accordance with the above terms and conditions, in spite of 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 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 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 insure that Suppliers and Suppliers Representatives will participate in 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 web site: https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf
18. As 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 on the actions taken by us within this procurement.

NAME OF SUPPLIER _____

Authorized Signature and Stamp _____ Place: _____ Date: _____

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 I. “Lubricants, for intimate use, water-based”:

№	Name of product	Minimal requirements/technical specifications	Offered specifications	Manufacturer (name & country)
1.	Lubrifiant pentru uz intim pe bază de apă, 50 ml	Lubrifiant pentru uz intim pe bază de apă: - culoare translucid - miros neutru, fără arome și parfumuri; - testat dermatologic și clinic; Ambalaj: tub de plastic, volum minim: 50 ml/tub - marcate cu inscripție adițională: ”SE DISTRIBUIE GRATUIT” Termen de valabilitate restant – minim 24 luni de la data livrării		
2.	Lubrifiant pentru uz intim pe bază de apă, 5 ml	Lubrifiant pentru uz intim pe bază de apă: - culoare translucid - miros neutru, fără arome și parfumuri; - testat dermatologic și clinic; Ambalaj: plic – volum 5 ml; plicurile vor fi ambalate în cutie a câte de la 5 la 100 bucăți. - marcate cu inscripție adițională: ”SE DISTRIBUIE GRATUIT” Termen de valabilitate restant – minim 24 luni de la data livrării		
Quality and Certification requirements		<ul style="list-style-type: none"> • CE Declarație de conformitate cu Directiva 93/42/EEC pentru produse medicale sau CE Declarație de conformitate cu Directiva 76/768/EEC pentru produse cosmetice; • Copia avizului sanitar pentru produsul oferat; <p><i>UCIMP DS își rezervă dreptul de a solicita și alte documente în cadrul evaluării.</i></p>		

- All presented certificates should be valid
- All goods will be tested by the beneficiary.
- The goods will be accepted and the acts of receipt will be signed upon positive lab testing performed by beneficiary.

NAME OF SUPPLIER _____

Authorized Signature and Stamp _____

Place:

Date: