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LETTER OF INVITATION TO TENDER NO. 2 “Procurement of IT Equipment”

Date of issue: November 30, 2022

Deadline for submission of Tender: December 28, 2022, 2pm, EET

RFP Reference: OT- MD22EED172-30112022

I. Summary:

Description: Internews Europe is seeking to procure IT equipment for strengthening technical capacity of Audiovisual Council from Moldova. Internews invites tenders to be submitted via email to Roxana Teodorcic, Project Director, at rteodorcic@internews.org or in person at the Internews in Moldova office, 97 Bernardazzi, Chisinau, Republic of Moldova 2009 by December 28, 2022, 2pm (EET).

All questions regarding this Tender should be directed via email to the address rteodorcic@internews.org no later than December 20, 2022, 3pm (EET) following reference in subject: OT- MD22EED172-30112022_ Question. Clarifications will be published on Internews in Moldova website at the address www.internews.md by December 22, 2022, 5pm (EET). Questions must be submitted in writing; phone calls will not be accepted.

II. Instructions to Respondents:

Tenders must be submitted in English by email rteodorcic@internews.org or in person at the address 97 Bernardazzi, Chisinau, Republic of Moldova, MD-2009. Size of the package submitted must not exceed 5 MB. The subject line must include the words “Response to OT- MD22EED172-30112022”. The Tender documents must be attached in pdf format files. Respondents must not submit zipped files. You must include a list of attached documents in the body of email. If more than one message is required to transmit the Tender documents, each message must be identified as part of a multi-part submission (e.g. “message 1 of 3”).

Tender must clearly identify all services/goods proposed, price per unit for each good, number of units, and payment terms for all payments (including taxes and/or discounts that should be clearly identified in the calculation of price). Tenders must meet the requirements of this Call in full; otherwise, they will not be considered.

Any element of the Tender containing confidential or proprietary information must be clearly marked so within the Tender.

Internews will acknowledge the receipt of your tender within 3 working days. If you do not receive the receipt, it is your responsibility ensuring and confirming that Internews has received the Tender. Internews will reject tenders submitted after the deadline.

Respondents shall submit their Tender in EUR. The contract will be concluded in this currency and the payment for goods supplied rendered to Internews will be made in this currency too. Internews will not compensate any foreign currency exchange losses.



III. Description of goods to be purchased

Internews seeks to establish a reliable source of supply of the listed IT equipment items, which comply with required quality standards. The table below contains the List of the required goods, the technical specifications that must be met by the equipment configured for this tender. The required IT equipment is split into 4 lots. One Respondent may apply for one, several or for all lots. Partial quotations inside one lot will not be accepted by Internews. Evaluation will be done per lot. Internews may award contracts combining several or all lots. The equipment proposed in the response to this tender must be brand new, not used, repaired, refurbished, or rehabilitated. Technical specifications should not be below the specifications stated here:

No.	Item Name	Technical Specifications	Measure Unit	Quantity
Lot 1: Video security CTV system				
1	Video Surveillance system	4x Digital Cameras, HD, 1x Net Recorder (internal hdd 8 TB). <i>Warranty: 12 months</i> <i>Delivery time and installation (after receipt of order), calendar days: up to 14 calendar days</i>	Set	1
Lot 2: Server room				
1	Server room	Power distribution infrastructure <i>Warranty: at least 36 months</i> <i>Delivery time and installation (after receipt of order), calendar days: approximate 14 calendar days</i>	Meters	Respondents are recommended to visit and examine the Site to obtain all information that may be necessary for preparing the quote for proposal. All Respondents will be able to evaluate the infrastructure and measure on December 6, December 7, or December 9, 2022. The contact details shall be requested from Roxana Teodorcic via email ртеодорцис@internews.org .



				Please indicate the preferred date and hour for your site visit following reference in subject: OT-MD22EED172-30112022_Site visit.
	Lot 3: Server room cooling system			
1	Server room cooling system	Semi industrial split system, inverter auto power on after power failure. S. 20 m2, 5 kW. <i>Warranty: at least 24 months</i> <i>Delivery time and installation (after receipt of order), calendar days: around 14 calendar days</i>	Set	1
	Lot 4: LAN			
1	LAN accessories	4 Patch panels 24 ports CAT6, patch cords. <i>Warranty: 6 months</i> <i>Delivery time (after receipt of order), calendar days: up to 14 calendar days</i>	Units	1m – 20 units 2m – 20 units 5m 20 units
2	Structured Cabling System upgrade	Increase the number of LAN ports in the offices, install new CAT 6 UTP cable, replace existing plugs by new CAT 6 ones	System	Respondents are recommended to visit and examine the Site to obtain all information that may be necessary for preparing the quote for proposal. All Respondents will be able to evaluate the infrastructure and measure on December 6, December 7, or



		<p><i>Warranty: 24 months</i> <i>Delivery time and installation (after receipt of order), calendar days: 21 calendar days</i></p>	<p>December 9, 2022. The contact details shall be requested from Roxana Teodorcic via email rteodorcic@internews.org. Please indicate the preferred date and hour for your site visit following reference in subject: OT-MD22EED172-30112022_Site visit.</p>
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The delivery location for the items described is Consiliul Audiovizualului, 46 Vlaicu Pârcălab str., Chişinău, Republic of Moldova. For evaluation of the infrastructure and measures, Respondents shall contact rteodorcic@internews.org and request contact details. Respondents will be able to visit the location on December 6, December 7, or December 9, 2022.

IV. Timeline:

Internews anticipates executing a contract with the winning respondent, on or about February 1, 2023.

In order to accommodate the transitory nature of Internews’ grant funding, all contracts will include a clause providing for early termination upon 30-days’ notice to the vendor. Tender must offer pricing and terms consistent with this condition.

V. Submission Requirements:

Respondent(s) must meet the following minimal requirements:

- Include a signature page which bears the signature, title and full contact information of the authorized representative of the respondent, including email address and phone number. E-signatures are accepted.
- Respondent(s) must include a written declaration which is part of the Quote Proposal that their Tender is valid for 30 calendar days from the deadline for submission.
- State respondent’s qualifications and experience for providing the goods and/or services as described in this Tender. Include three letter of references and contact information for whom the respondent provided similar services.
- Respondent(s) must include copies of company’s registration documents to confirm that they are duly registered and comply with the necessary legal requirements to supply goods/services under this Tender. If applicable, a copy of the required licenses must be provided to Internews.



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- It is required that Respondents submit a signed Declaration of Supplier and Code of Conduct (forms provided in the attachment to the Quote Proposal), signed by an authorised representative.
- Respondent(s) may include additional documentation relevant to tender's requirements to support their Tender. Internews will endeavor to evaluate eligibility of these documents as per Tender requirements.

VI. Scoring Methodology

IEU Evaluation Committee will apply the following Scoring Methodology:

0 – Complete failure to understand and address the Technical Specifications, no response of bidder is given or acceptable. Not eligible for consideration.

1 – Insufficient understanding of the Technical Specifications, poor tailoring of the tender, if any, major weaknesses or gaps in the information provided. There are major doubts that the bidder will be able to deliver according to set requirements and expectations.

2 – Very low level of detail in the proposal, the information is presented in bullet points with no detail how these will be addressed. Weak or inappropriate information that hardly relates to the bullet points. No evidence of interest to tailor the proposal to the requirements. There is no confidence that the bidder will be able to deliver according to set requirements and expectations.

3 – The bidder understands most of the issues related to delivery of the Technical Specifications. However, the proposal still lacks details or tailoring, more information and details could be provided regarding how exactly the requirements will be met. There are often general or generic statements in providing the details. There is some confidence that the bidder is able to deliver according to set requirements and expectations.

4 – The bidder demonstrates a good understanding of Technical Specifications. The proposal addresses all or the majority of solutions with good level of detailisation and tailoring. Each or the majority of statements are supported by evidence to show what will be provided and how the desirable outcome will be achieved. There is a good level of confidence that the bidder is able to deliver according to set requirements and expectations.

5 – The bidder shows a deep understanding of the Technical Specifications and even able to present innovative ideas (if applicable). The proposal has a high level of detail and tailoring, supported by relevant evidences. There is a very high level of confidence that the bidder is able to deliver according to set requirements and expectations.

VII. Evaluation Criteria

IEU Evaluation Committee will apply the following Evaluation Criteria per LOT:



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Technical proposal

weighted: 40%

- Full compliance of offered goods to the Technical Specifications and required quality standards;
- Terms of delivery and installation;
- Post-delivery service (warranty).

Qualifications and experience

weighted: 30%

- Qualifications and experience of supplier;
- Availability of certificates of quality and origin for the offered equipment;
- At least three letters of references no more than 2-3 years old.

Proposed prices

weighted: 30%

- Competitiveness of proposed prices;
- Demonstratable Value for Money;
- Discounts.

Contract shall be awarded to a respondent whose proposal is responsive to the solicitation and is most advantageous to the project, price, quality and other factors considered.

VIII. Award Notification and Responses

Respondents will be notified following a decision of the Tender committee.

The successful respondent will have to confirm the acceptance of the award within 5 working days of the notification, otherwise the award may be withdrawn.

IX. Contract for the Supply of Goods

CONTRACT FOR THE SUPPLY OF GOODS

This Contract is made effective on [date] by and between:

INTERNEWS EUROPE
Second Floor, 13-14 Angel Gate,
London, EC1V 2PT, United Kingdom
Tel+ 44 207 566 3300
Email: ieu-gc@internews.org

referred below as **INTERNEWS**

and

Name [redacted]
Address [redacted]
Telephone [redacted]
E-mail: [redacted]
VAT/Tax registration number: [redacted]



Referred below as **Contractor**

The party who is contracting to receive goods shall be referred to as **"INTERNEWS"**, and the party providing the goods referred to as **"Contractor."**

The two parties agree as follows:

1. DESCRIPTION OF SERVICES

The Contractor will supply the goods in accordance with the following annexes, all of which make integral part of this Contract:

- **Annex 1:** Description of goods. The Contractor will supply these goods to INTERNEWS to the schedule and delivery method agreed in this contract.
- **Annex 2:** Terms and conditions of Agreement signed between Internews and its Donor for project [project number and title], donor reference [donor contract reference].
- **Annex 3:** Internews' Business Ethics and Code of Conduct.

2. PERIOD OF SERVICES

Start date: [xxxxx]- End date: [xxxxx]

3. PRICES & PAYMENTS SCHEDULE

The total maximum price the goods is [amount and currency]. The price is inclusive of all costs, duties and taxes. **INTERNEWS** will not accept any additional charges and the **CONTRACTOR** must ensure that no additional duties may be imposed on Internews by third parties.

Payments will be made in accordance with the following schedule:

#	Condition	Estimated date	Payment Amount
1	Receipt of goods by Internews		
2	[... add rows if goods will be delivered in batches (specify price for each batch)]		
3	[add/remove rows as needed]		
		Total	

[Do not offer an advance payment to Contractor. If Contractor requires an advance payment, it is recommended that it does not exceed 20% of the total contract price]

The Parties will agree that the goods will be [pick one option and delete the other: collected by INTERNEWS – OR - delivered by the CONTRACTOR to the following address: add delivery



address. The cost of delivery is included in the price]. The CONTRACTOR must ensure that the goods are received by INTERNEWS by [date].

[ADD THIS LANGUAGE IF CONTRACTOR DELIVERS GOODS TO INTERNEWS. OTHERWISE DELETE:

On dispatch of any consignment of the Goods, the **Contractor** shall send to Internews at the address for delivery of the Goods, an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume.

The **Contractor** shall, free of charge and as quickly as possible, either repair or replace (as **Internews** shall elect in its sole discretion) such of the Goods as may either be damaged in transit or having been placed in transit fail to be delivered to Internews provided that:

In the case of damage to such Goods in transit Internews shall within thirty (30) days of delivery give notice to the **Contractor** that the Goods have been damaged; and

In the case of non-delivery Internews shall (provided that **Internews** has been advised of the dispatch of the Goods) within ten (10) days of the notified date of delivery give notice to the **Contractor** that the Goods have not been delivered.]

Payments will be made to **Contractor**'s bank account according to the above schedule and upon receipt of **invoices**. Invoices must include this Purchase Order number [PO NUMBER]. Invoices submitted later than 30 days after the end of the contract period may be rejected.

The receipt of supplied goods must be certified by **NAME – Internews' ROLE (email)**. **Internews** will not pay for goods not received, for damaged goods, or for goods that do not meet the specifications in Annex 1.

4. INSPECTION, REJECTION AND GUARANTEE

Nothing contained in this Contract shall in any way detract from the **Contractor's** obligations under common law or statute or any express warranty or condition contained in the **Annex 1**.

The Contractor shall permit Internews or its authorised representatives to make any inspections or tests it may reasonably require in relation to the Goods. The Contractor shall make good any defects or deficiencies in the event of any failure (in the sole opinion of Internews) to comply with the terms of the **Contract**. No failure to make a complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by the Internews of any rights or remedies in respect of the Goods.

Internews may by written notice to the Contractor reject any of the Goods which fail to meet the requirements in the Contract – Annex 1. Such notice shall be given within a reasonable time after receipt by Internews of the relevant Goods. If Internews rejects any of the Goods pursuant to this Condition, the Contractor shall at the Internews sole option (without prejudice to its other rights and remedies) either:

- repair the defective Goods as quickly as possible or (as Internews shall elect in its sole discretion) replace the defective Goods with Goods which comply in all respects with the requirements under the Contract – Annex 1; or



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- refund to Internews the Price in respect of the defective Goods.

The Contractor shall provide a full warranty for the Goods for a period of [add number of months] months from their receipt by Internews. If Internews shall, within such warranty period or within thirty (30) days thereafter, give notice in writing to the Contractor of any defect in any of the Goods that have arisen during the warranty period under proper and normal use, the Contractor shall (without prejudice to any of the Purchaser's other rights and remedies) as quickly as possible remedy such defects (whether by repair or replacement as the Purchaser shall elect in its sole discretion) without cost to Internews.

In case **Contractor** fails to provide the deliverables on schedule and to the required quality, the **Contractor** may be charged 0.5% of the total contract price for every day of delay. Total amount of penalties will be deducted from **Contractor's** next invoice. **Contractor** must repay INTERNEWS any due penalties within ten working days.

Any Goods rejected or returned by Internews pursuant to this Condition 4 shall be returned to the Contractor at the Contractor's risk and expense.

5. RELATIONSHIP OF PARTIES AND IDEMUNITY

It is understood that this contract does not create any employer/employee relationship. In this respect, the Contractor shall be solely responsible for the manner in which their obligations are met under this Contract.

The Contractor shall indemnify, defend and hold harmless Internews and its directors, officers, employees, invitees, beneficiaries, representatives, contractors, agents, volunteers, and affiliates (collectively, the "Indemnified Parties") from and against all liability for injury to and/or damages to any employees, invitees, contractors, agents, volunteers, affiliates, representatives, persons, firms, corporations, partnerships, and/or parties whomsoever, and/or property (including without limitation, any premises leased by Internews) ("Loss") arising out of or resulting from work conducted on behalf of Internews, unless such Loss results from the gross negligence, willful misconduct, or fraudulent action of Internews. The provisions of this Clause and the Contractor's obligations hereunder shall survive any expiration, termination, or rescission of this Contract.

6. CONFIDENTIALITY

Contractor agrees that performance of this contract includes access to confidential information, policies, documents, archives, files, records, technical know-how which are solely the property of INTERNEWS and as such, are to be protected from removal, distribution, and publication whether intentional or unintentional. In the event **Contractor** staffs attend meetings or are involved in discussions with donors, partners, and other project associates, **Contractor** agrees and understands that any and all information exchanged at such meetings or discussions, is protected from publication and/or distribution in any form.

The Contractor consents for Internews to store data received in relation to this Contract in line with Internews' privacy policy: <https://internews.org/internews-privacy-policy>.

7. INTELLECTUAL PROPERTY RIGHTS



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The copyright and all other intellectual and proprietary rights in any material (including but not limited to reports, data, designs whether or not electronically stored) produced by the **Contractor**, pursuant to this Contract (“the Material”) will be the property of INTERNEWS. The **Contractor** warrants that they have all necessary rights in and to any licensed software, third party intellectual property rights, their intellectual property rights and any other materials made available by them to INTERNEWS under the Contract.

8. BUSINESS ETHICS AND CODE OF CONDUCT

The **Contractor** will adhere to Internews’s Ethics Policies and Procedures in Annex 3, including policies for the prevention of fraud and corruption, prevention of conflict of interest, non-discrimination and anti-harassment, prevention of abuse, sexual exploitation and human trafficking, and the disclosure, protection, and investigation (whistleblower) policy. The Contractor and its directors, staff, and sub-contractors must report any irregularities to Internews’ dedicated email address: reports@lighthouse-services.com.

The **Contractor** certifies that it does not advocate, plan, sponsor or engage in terrorist activity, that it has not engaged in terrorist activity, and that the **Contractor** will not provide material support or resources to any individual or entity they know, or have reason to know, is acting as an agent for any individual or entity that advocates, plans, sponsors, engages in, or has engaged in, terrorist activity, or that has been so designated by the UK government. The **Contractor** further certifies that it will immediately notify Internews of any change to the validity of this certification. The **Contractor** understands that Internews Europe will not work with any individual or entity who does not sign, or who wrongfully signs, this certification.

The **Contractor** commits to providing a safe and trusted environment which safeguards anyone with whom it has a contact, including beneficiaries, staff, volunteers, and partners. It agrees to set an organizational culture that prioritises safeguarding, so that it is safe for those affected to come forward, and to report incidents and concerns with the assurance they will be handled sensitively and properly. The **Contractor** agrees to implement adequate safeguarding policies, procedures, and measures to protect beneficiaries, staff, volunteers, and partners.

9. TERMINATION

Internews may terminate this Contract at any time by giving the Contractor not less than one week (7 days) written notice.

Either party may terminate this Contract with immediate effect where:

- (a) the other Party is in material breach of any of its obligations under this Contract and the breach is not capable of remedy or where the breach is capable of remedy, it fails to remedy the breach within 30 days of being required in writing to do so; or
- (b) either party goes into liquidation, is declared bankrupt or has a bankruptcy order made against them, makes a voluntary arrangement with its creditors, or has a receiver or administrator appointed over some or all its assets, or any similar procedure in any jurisdiction provided it is admitted under the applicable laws.

Internews may terminate this Contract immediately if in its reasonable opinion, the Contractor commits any fraud or malicious act or do anything which, in the opinion of Internews, is likely to bring Internews into disrepute. This includes any violation by the Contractor of Internews’ Code of Conduct.



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In the cases foreseen Clause 11, if the Contractor or Internews believes that this contract can no longer be executed effectively or appropriately, one shall duly consult the other. Failing agreement on a solution, the Contractor or Internews may terminate this contract by serving two months written notice, without being required to pay indemnity.

This Contract may be terminated by mutual agreement, in which case the parties would negotiate in good faith the terms and conditions of termination.

On termination of this Contract, the Contractor undertakes to immediately return any Internews property in their possession or control. The Contractor also (unless otherwise specified by Internews) undertake to irretrievably delete any information relating to this Contract stored on any magnetic or optical disk or memory which is in your possession or under your control outside the premises of Internews. The Contractor must return any advanced funds for which goods have not been received by Internews.

In the event of early termination of this Contract, payment shall be made in proportion to the amount of goods and services satisfactorily delivered.

10. SURVIVING PROVISIONS

Those provisions of this Contract that are intended by their nature to survive its expiration or earlier termination shall continue to apply.

11. FORCE MAJEURE

Neither party shall not be held in breach of its contractual obligations if it is prevented from fulfilling them by circumstances of force majeure. The term force majeure, covers any unforeseeable events, not within the control of either party to this contract and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosion. A decision of Internews to suspend the contract is considered to be a case of force majeure when it implies suspending payments under this contract.

12. ENTIRE AGREEMENT- APPLICABLE LAW

This Contract supersedes any and all agreements, either oral or in writing, between the parties. This Contract shall be governed by and construed in accordance with the laws of England and Wales and any dispute between the parties resulting from the interpretation or application of this Contract which cannot be settled amicably shall be brought before the Courts of England and Wales.

By both signing this Contract, the two parties agree on the above-mentioned terms and conditions or services.

INTERNEWS EUROPE

Contractor

Name xxxxxxxxx

Name xxxxxxxxx

TITLE

TITLE



Annex 1: Description of goods

#	Item	Cost per item	Quantity	Total
1				
2				
3				
4	<i>[add/remove rows as needed]</i>			
			Total	

[CONTRACTOR's quote may be included in Annex 1 instead of the table above if it provides for the list of goods, number of items, and prices for each item]



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Annex 2: Terms and Conditions of Agreement signed between Internews and its Donor

The terms and conditions are enclosed to this Contract.

Annex 3: Internews' Business Ethics and Code of Conduct

Internews' Business Ethics and Code of Conduct are enclosed to this Contract.

End of invitation to tender