

INVITATION TO QUOTE (ITQ) – NATIONAL SHOPPING FOR GOODS
Equipment for PMU

Date: 27.09.2013

Country: ROMANIA

Name of the Project: Revenue Administration Modernization Project (RAMP)

Project ID: P130202

Loan No: 8261 - RO

Assignment Title: Equipment for PMU

Reference No. (as per Procurement Plan): Goods and Non-Consulting Services - RAMP/19

To: According to the list

Dear Supplier,

1. You are invited to submit your price quotation(s) for the supply and installation (if necessary) of the following lots:

No.	Item	Quantity
1.	Laptop	5

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

2. You must quote for all quantity under this invitation. Price quotations will be evaluated for quantity and contract awarded to the firm offering the lowest evaluated total. Incomplete or partial Quotes will not be considered. Alternative quotations/options are not allowed.

3. Each bidder shall submit only one quotation.

4. Your price quotation in the form attached may be submitted by post in written format in English and/or Romanian to the address below, in sealed envelopes referring to **RAMP/19**:

National Agency for Fiscal Administration
RAMP Project Management Unit
To the attention of Mrs. Daniela Manoli, Project manager
17, Apolodor Street
050741, Sector 5, Bucharest
Romania
Tel: +4021 387 11 42
Fax: +4021 319 96 71
E-mail: ramp.anaf@mfinante.ro

5. Your quotation in English and/or Romanian language should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in

English or Romanian language) for each quoted item as per quoted lot (s), including names and addresses of firms providing service facilities in Romania.

6. The deadline for receipt of your quotation (s) by the Purchaser at the address indicated in Paragraph 4 is due by 17.00 hrs on October 21, 2013. Late quotations will be declared late, rejected and returned unopened.

7. The evaluation of the price quotations will be conducted through shopping procedures set out in the World Bank's Guidelines: *Procurement Of Goods, Works, And Non-Consulting Services Under IBRD Loans and IDA Credits & Grants By World Bank Borrowers*, Para. 3.5 "Shopping".

8. Your quotation(s) should be submitted as per the following instructions and in accordance with the attached *Contract*. The attached *Terms and Conditions of Supply* is an integral part of the *Contract*.

- (i) **PRICES:** The prices should be quoted for delivery DDP (17 Apolodor Street, District 5, Bucharest - 050741, Romania) for imported goods or EXW for domestically supplied goods plus the price of delivery to the place of destination (17 Apolodor Street, District 5, Bucharest - 050741, Romania), according to INCOTERMS, 2000. The price should include all duties, taxes and other levies payable on the raw materials and components. Prices will be quoted in Euro and/or Lei, at the exchange rate established according to (ii) below.
- (ii) **EVALUATION OF QUOTATIONS:** Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of the total price at final destination. Offers quoted in other currencies will be converted to Romanian Lei based on the selling exchange rate offered by the National Bank of Romania (as published by the bank on www.bnrt.ro) on the date specified in Paragraph 6 of this invitation for submission of quotations.

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.*

- (ii) **AWARD OF CONTRACT:** The award will be made to the participant offering the lowest evaluated price and that meets the required standards of technical and financial capabilities. The successful participant will sign a *Contract* as per attached form of contract and terms and conditions of supply.
- (iv) **VALIDITY OF THE OFFER:** Your quotation(s) should be valid for a period of forty-five (45) days from the deadline for receipt of quotation(s) indicated in Paragraph 6 of this Invitation to Quote.

9. Interested bidders may obtain further information by addressing to the e-mail address ramp.anaf@mfinante.ro.

10. 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.

11. At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of goods, +/- twenty (20) percentage per item, and without any change in the unit prices or other terms and conditions of the quote and the Invitation to Quote.

12. Inspections and Audits

The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the destination is located.

The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 5 Fraud and Corruption of the Form of Contract, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

13. Please confirm by fax/e-mail the receipt of this invitation and whether or not you will submit the price quotation(s).

Yours sincerely,
Dana MANOLL,
Project Manager



NATIONAL AGENCY FOR FISCAL ADMINISTRATION, ROMANIA

**REQUEST FOR QUOTATION
FOR EQUIPMENT FOR PMU – RAMP/19
AS PART OF THE REVENUE ADMINISTRATION MANAGEMENT PROJECT**

Country: ROMANIA

Name of the Project: Revenue Administration Modernization Project (RAMP)

Project ID: P130202

Loan No: 8261 - RO

Assignment Title: Equipment for PMU

Reference No. (as per Procurement Plan): Goods and Non-Consulting Services - RAMP/19

With assistance from the World Bank and other development partners, The Romanian National Agency for Fiscal Administration (NAFA) is embarking on a five year modernization program to make many productive advances and achieve an internationally recognized high level of performance. NAFA has decided that next reforms will focus on: *(1) improving voluntary compliance; (2) fighting tax evasion; and (3) increasing collection efficiency.* Specific initiatives to simplify procedures, to improve service, and to deal with non-compliance in both filing and payment will be targeted areas of focus. The Ministry of Public Finance (MoPF) requested support for a comprehensive NAFA modernization program to improve efficiency and effectiveness and to facilitate voluntary compliance. The restructuring of NAFA and the reengineering of business processes are vital to the MoPF's objective to increase revenue as share of GDP. Despite intense pressures to increase revenue in the short-term, MoPF officials are aware that the investments needed to modernize NAFA require a medium-term horizon and an according approach.

NAFA has applied for financing from the World Bank toward the cost of the Revenue Administration Modernization Project, and intends to apply part of procurement for *Equipment for PMU – RAMP/19.*

PMU members estimate that they will work with significant volume of data, which will increase monthly, during five year modernization program, consist in generally in data reports, plans, flow description, sketch of reengineering of business processes for entire NAFA, etc. Follow that, to satisfy estimate needs, it is adequate to take into consideration to procure performing "Equipment".

NAFA now invites eligible firms to indicate their interest in providing the *Equipment for PMU.* Interested firms should provide information demonstrating that they have the required qualifications and relevant background experience to perform the supply.

FORM OF CONTRACT

THIS AGREEMENT number made on2013, between National Agency for Fiscal Administration in the implementation of the "*Revenue Administration Modernization Project* ", having its principal place of business at *17 Apolodor Street, district 5, Bucharest, Romania*, represented by *Constantin MIHAIL, Vicepresident, Project Coordinator* (hereinafter called "*the Purchaser*") on the one part and _____ (hereinafter called "*the Supplier*") on the other part.

WHEREAS the Purchaser has invited quotation for **Equipment for PMU** (description of goods) to be supplied by Supplier, viz. Contract RAMP/19/2013, (hereinafter called "Contract") and has accepted the Quotation by the Supplier for the supply of goods under Contract at the sum of _____ (_____) hereinafter called "the Contract Price".

NOW THIS AGREEMENT WITNESSETHES as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - a) Form of Quotation; Term and Conditions of Supply, Technical Specification;
 - b) Addendum (if applicable);
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of Contract and remedy any defects therein in conformity with the provisions of Contract.
3. The Purchaser hereby covenants to pay in consideration of the goods supply and acceptance of Contract and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by Contract.
4. This Agreement is concluded for a period of **45 calendar days** from the Date of signing of the Contract that is _____, 2013.
5. Termination

5.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) *if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted.*
 - (ii) *if the Supplier fails to perform any other obligation under the Contract; or*
 - (iii) *if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Clause 6 below, in competing for or in executing the Contract.*

- (b) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

5.2 Termination for Insolvency.

The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

5.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) *to have any portion completed and delivered at the Contract terms and prices; and/or*
 - (ii) *to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.*

6. Fraud and Corruption

If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing Bank's sanctions procedures), in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 5 shall apply as if such expulsion had been made under Sub-Clause 5.1.

7. Inspections and Audits

The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the destination is located.

The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have

such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 5 Fraud and Corruption, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

Signature and seal of the Purchaser:

FOR AND ON BEHALF OF

National Agency for Fiscal Administration

Implementation Unit of the:

Revenue Administration Modernization Project

Mr. Constantin MIHAIL
Vicepresident

Signature and seal of the Supplier:

FOR AND ON BEHALF OF

Name of Authorized Representative

Terms and Conditions of Supply

Project Name: "Revenue Administration Modernization Project - RAMP"

Purchaser: National Agency for Fiscal Administration

1. Prices and Schedules for Supply

Item No.	Description of Goods	Quantity	Unit Price without VAT, currency	Total Price without VAT at final destination, currency	Total Price with VAT at final destination, currency	Delivery Date
1.	Laptop	5				15 days from contract signature
TOTAL						

Note: In case of discrepancy between unit price and Total derived from unit price, unit price shall prevail. If a Supplier refuses to accept the correction, its quotation will be rejected.

2. **Fixed Price:** The prices indicated above are firm and fixed and not subject to any adjustment during contract performance. The price includes all duties, taxes and other levies payable on the raw materials and components.

3. **Delivery Schedule:** The delivery should be completed as per above schedule but not exceeding 15 calendar days from contract signature.

4. **Applicable Law:** The Contract shall be interpreted in accordance with the laws of Romania.

5. **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 country procedures.

6. **Delivery and Documents:** Supplier, at delivery, shall give the following documents to the Purchaser:

- (i) *supplier's invoice showing goods' description, quantity, unit price, and total amount;*
- (ii) *transport document, if it's the case;*
- (iii) *manufacturer's or supplier's warranty certificate;*
- (iv) *certificate of origin;*
- (v) *certificate of quality/conformity.*

7. **Payment** for your invoice will be made as follows: payment will be made 100% during 45 calendar days upon acceptance of your invoice(s) including functional tests for delivered goods.

8. **Acceptance:** All equipment will be opened and tested for good functioning by the beneficiary experts. Once the tests are successfully past (normal functioning of the laptops, including operating system, drivers etc.) an Acceptance document is signed and the invoice receives "Good for payment". All defects during Acceptance will be corrected by the Supplier without any cost to the Purchaser within 5 days from the date of notice by Purchaser.

9. **Warranty:** Goods offered should be covered by manufacturer's warranty for at least three years from the date of delivery to the Purchaser. Please specify warranty period and terms in detail. In addition, during the warranty period, the provider will ensure at Purchaser site the performance of the normal warranty services in less than **72 hours** starting with the announcement of a failure. Name and address of service facility, recognized by Producer based on certification/accreditation/authorization/etc. documents to ensure such services, in which the defects are to be corrected by the supplier within the warranty period:

Address _____

10. **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.

11. **Force-Majeure:** The supplier shall not be liable for penalties or termination for default if and to the extent that it's 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.

12. **Failure to Perform:** The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, 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.

13. **Required Technical Specifications**

A. **General Description**

1. Equipment provider should be established in the local market at least three years, be an official dealer (or representative, or reseller) of at least of one of the major brands, have his own maintenance service and be able to provide a cost-effective solution.

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

3. The Equipment supplied should be suitable to work under Romanian conditions. The room temperature varies from +15 C to +40 C and humidity varies from 5 to 95 percent. The Power supply is at 220 Volts, 50 Hz.

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

B. Specific details and technical standards – as per Annex A to Terms and Conditions of Supply

C. Performance Parameters

NAME OF SUPPLIER _____

Authorized Signature _____

Place:

Date:

Annex A
to Terms and Conditions of supply

Component	Minimal technical requirement	
Processor	Minimum 7.100 points in conformity with the benchmark http://www.cpubenchmark.net/laptop.htm 1	
HDD & RAM	HDD capacity	750 GB
	RAM Memory	8 GB, 1600 MHz
Display & video	Dedicated video card	Yes
	Video card memory	2 GB
	LCD	17,3 inch
	Resolution	1600 x 900
Communications	Wireless	802.11 b/g/n
	Bluetooth	Yes, v 4.0
	Ethernet	10/100 Mbps
Ports	USB 2.0	2
	USB 3.0	2
	RJ45	1
	HDMI	1
Multimedia	Optical unit	DVD RW
	Card reader	Multireader all in one
	Audio	Yes
	Web camera	Yes
	Microphone	Yes
	Audio-out	1
Compliance with European Commission standards	Battery	Li-Ion, 6 cells
	Certifications: - RoHS, - WEEE, - Energy Star 5.0, - EPEAT - IEC 60950-1, - Microsoft HCL	
Compliance with the standards regarding the quality management	ISO 9001, ISO 14001	
Operating system	- Windows 7 Professional OEM license/64 bits - CD/DVD with all the system utilities/drivers provided by the equipment manufacturer	

Security and other requirements	Slot Kensington	
	Charger	Yes
	Keyboard	Yes, US Layout
	Bag or back bag	Yes - appropriately sized for product purchased
	Mouse wireless	Optic Buttons: 2 and scroll Interface: USB
	Equipment warranty	Three years with the warranty. The equipment will be repaired in 72 hours.
	Battery warranty	12 months with the warranty The battery will be repaired or replace in 72 hours.

All the technical specifications are minimal and mandatory.

All accessories necessary for the laptop to work "as it is" should be offered.

All products will be identical, new, issued on the market of no more than 6 months.

All goods should be supply from within the country (including previously imported items).

FORM OF QUOTATION

_____ (Date)

To: **National Agency for Fiscal Administration** in the implementation of the **“Revenue Administration Modernization Project - RAMP”**

17 Apolodor Street, District 5, Bucharest - 050741, Romania

We offer to execute the **Equipment for PMU** (Contract no.) in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____ (amount in words and numbers) (_____) (name of currency) _____. We propose to complete the delivery of Goods described in the Contract within a period of 15 calendar days from the Date of Signing of the Contract.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the proposal documents.

Authorized Signature: _____
Name and Title of Signatory _____

Name of Supplier: _____
Address: _____

Phone Number _____

Fax Number, if any _____