ROMANIA

NATIONAL AGENCY FOR FISCAL ADMINISTRATION

REVENUE ADMINISTRATION MODERNIZATION PROJECT

REQUEST FOR QUOTATIONS FOR PROJECT MANAGEMENT TRAINING – RAMP/20

Country: ROMANIA Name of the Project: Revenue Administration Modernization Project (RAMP) Project ID: P130202 Loan No: 8261 - RO Assignment Title: Project Management Training Reference No. (as per Procurement Plan): Goods and Non-Consulting Services - RAMP/20

The Government of Romania has received financing from the International Bank for Reconstruction and Development (IBRD) ("the Bank", "World Bank") in the form of a loan toward the cost of the **Revenue Administration Modernization Project** ("the Project"). The **National Agency for Fiscal Administration (NAFA)**, as implementing agency of the Project, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Quotations is issued *-Project Management Training (reference number RAMP/20)*.

Operational management of the Revenue Administration Modernization Project is carried out through the Project Implementation Committee and the Project Management Unit. The main challenge for NAFA today consists in maintaining the current business operations to a high level, while implementing the large-scale modernization project ensuring a proper management of costs, timescales, scope, risks, benefits and quality. Although NAFA has a strong track record of project implementation, it is widely recognized that the scale and complexity of the RAMP project requires the development of project management skills and abilities of the key staff involved in the management of the project.

NAFA now invites eligible firms to indicate their interest in providing accredited *Projects in Controlled Environments (Prince2) Project Management Training.* Interested firms should provide information demonstrating that they have the required qualifications and relevant background experience to perform the supply.

INVITATION TO QUOTE (ITQ) - INTERNATIONAL SHOPPING FOR TRAINING SERVICES

Project Management Training

Date: April 2nd, 2014

Country: ROMANIA Name of the Project: Revenue Administration Modernization Project (RAMP) Project ID: P130202 Loan No: 8261 - RO Assignment Title: Project Management Training Reference No. (as per Procurement Plan): Goods and Non-Consulting Services - RAMP/20

Dear Provider,

1. The National Agency for Fiscal Administration (NAFA, "the Purchaser") hereby invites you to submit your price quotation for the provision of *Prince2 Project Management Training* for 10 NAFA management staff. Information on requirements for the training is indicated in the Terms and Conditions of Supply.

2. Price quotations will be evaluated according to requirements for the training and the contract will be awarded to the firm offering the lowest evaluated quotation that meets the requirements contained in this Request for Quotations. Incomplete or partial Quotations will not be considered. Alternative quotations/options are not allowed.

3. Each Provider shall submit only one quotation.

4. Your price quotation in the form attached may be submitted by email or by post in English to the address below, in sealed envelopes labeled "*Project Management Training -RAMP/20*".

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 language should be accompanied by adequate documentation and catalogue(s) and other printed material or pertinent information (in English or Romanian language). All bidders must submit documents attesting that they are an Accredited Prince2 Training Provider or an Affiliated Partner.

6. The deadline for receipt of your quotation by the Purchaser at the address indicated in Paragraph 4 above is 17.00 hrs on <u>April 17th, 2014</u>. Late quotations will be declared late, rejected and returned unopened.

7. The evaluation of the price quotations will be conducted according to the 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 should be submitted as per the following instructions and in accordance with the attached *Contract*. The attached *Terms and Conditions of Supply* form an integral part of the *Contract*.

- (i) <u>PRICES:</u> The prices should be quoted for *Prince2 Project Management training* including all additional expenses to be incurred in providing the training in the conditions described in the Terms and Conditions of Supply in Bucharest, Romania. All such expenses shall be borne by the Provider. The price should include all duties, taxes and other levies payable. Prices may be quoted in any freely convertible currency or in the local currency (Romanian Leu RON).
- (ii) <u>EVALUATION OF QUOTATIONS</u>: Offers determined to be substantially responsive to the requirements contained in this Request for Quotations will be evaluated by comparison of the total price for the delivery of the training. For evaluation purposes, price quotations in other currencies than Romanian Leu (RON) will be converted to RON based on the exchange rate communicated by the National Bank of Romania (as published by the bank on <u>www.bnr.ro</u>) on the date specified in Paragraph 6 above.

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 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 and the total will be corrected accordingly;

(c) If a Provider refuses to accept the correction, his quotation will be rejected.

(iii) <u>AWARD OF CONTRACT</u>: The award will be made to the provider offering the lowest evaluated price that meets the requirements for the training program and the 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) <u>VALIDITY OF THE OFFER</u>: Your quotation should be valid for a period of fortyfive (45) days from the deadline for receipt of quotations indicated in Paragraph 6 above.

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 quotation, 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 number of trainees by a maximum of twenty percent (20%), without any change in the unit prices or other terms and conditions of the quote and the Invitation to Quote.

12. Please confirm by fax/e-mail the receipt of this invitation and whether or not you will submit a price quotation.

Yours sincerely, Daniela Manoli Projec Manager 103

FORM OF CONTRACT

THIS AGREEMENT numbermade on2014, between the 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, NAFA Vice-president, Project Coordinator (hereinafter called "the Purchaser") on the one part and (hereinafter called "the Provider") on the other part.

WHEREAS the Purchaser has invited quotation for **Prince 2Project Management Training** to be provided by the Provider, viz. Contract RAMP/20, (hereinafter called "Contract") and has accepted the Quotation by the Provider for the provision of training services 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; Terms and Conditions of Supply;
 - b) Addendum (if applicable);
- 2. In consideration of the payments to be made by the Purchaser to the Provider as hereinafter mentioned, the Provider hereby concludes an Agreement with the Purchaser to execute and complete the provision of Contract and to remedy any shortcomings therein in conformity with the provisions of Contract.
- 3. The Purchaser hereby covenants to pay in consideration of the training services provision and acceptance of Contract and remedying of shortcomings therein, the Contract Price in accordance with Payment Conditions prescribed by Contract.
- 4. This Agreement is concluded for a period of 60 calendar days from the Date of signing of the Contract that is ______, 2014.

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 Provider, may terminate the Contract in whole or in part:
 - (i) if the Provider fails to deliver any or all of the services within the period specified in the Contract, or within any extension thereof granted;
 - (ii) if the Provider fails to perform any other obligation under the Contract; or

- (iii) if the Provider, 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, Training Services similar to those undelivered or not performed and the Provider shall be liable to the Purchaser for any additional costs for such similar Training Services. However, the Provider 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 Provider if the Provider becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Provider, 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

The Purchaser, by notice sent to the Provider, 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 Provider under the Contract is terminated, and the date upon which such termination becomes effective.

6. Fraud and Corruption

If the Purchaser determines that the Provider 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 Provider, terminate the Provider'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 Provider shall carry out all instructions of the Purchaser that comply with the Romanian laws.

The Provider shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Provider'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 Provider's and its Subcontractors and consultants' attention is drawn to the fact that any 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. Mihail Constantin, NAFA Vice-President, RAMP Project Coordinator

Signature and seal of the Provider:

FOR AND ON BEHALF OF

Name of Authorized Representative

Annex A

Terms and Conditions of Supply

Project Name: "Revenue Administration Modernization Project - RAMP"

Purchaser: National Agency for Fiscal Administration

1. Prices and Schedules for Provision:

Item No.	Description of Services	Quantity (number of staff trained)	Unit Price without VAT (currency)	Total Price without VAT (currency)	Total Price with VAT (currency)	Delivery Date
1.	5 days accredited Prince 2 Project Management Training – Foundation and Practitioner	10				within 60 days from contract signature
	ТОТА	L				Signature

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

2. <u>Fixed Price</u>: 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. The price will include the total cost for the accredited Prince2 Project Management Training (Foundation and Practitioner) delivered in classroom courses for 10 NAFA staff, the costs of all necessary study materials for the complete course as well as the official manual and exams which will be taken during the course duration, all costs related to transportation, sustenance charges and accommodation of the trainer(s) and all additional expenses encountered in the provision of the training services. The location for delivery of the services is Bucharest, Romania. <u>Costs related to renting the classroom in Bucharest, Romania will be borne by the Provider and will be included in the price quotation</u>.

3. <u>Delivery Schedule</u>: The provision of the training should be completed as per above schedule but not exceeding 60 calendar days from contract signature (subject to 2 weeks notice). The official manuals and materials will be delivered to NAFA at least 10 days prior to the beginning of the training program.

4. <u>Applicable Law</u>: The Contract shall be interpreted in accordance with the laws of Romania.

5. <u>Resolution of Disputes</u>: The Purchaser and the Provider 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 Provider, the dispute shall be settled in accordance with the applicable law.

6. <u>Deliverables</u>: The Provider shall submit to the Purchaser, within five (5) working days after the completion of the training, a *Training Report*, describing Provider's activities in the provision of the training; main findings and outcomes of the training program; recommendations for the Purchaser.

Certificates stating the Prince2 qualification for the candidates who passed the Foundation and Practitioner exams will be delivered as follows:

- foundation certificate will be dispatched within 3 weeks after the exam;
- practitioner certificate will be dispatched within 3 weeks after the practitioner results have been released;

7. <u>Acceptance</u>: Within five (5) working days from the submission by the Provider of the Training Report listed under Clause 6 above, the Purchaser shall either issue an Acceptance document or request the Provider to remedy any shortcomings in the document. All such shortcomings identified during the review of the Training Report will be corrected by the Provider without any cost to the Purchaser within five (5) working days from the date of Purchaser's notice. The Acceptance document shall be issued by the Purchaser promptly after the Provider demonstrates compliance with the Purchaser's request for remediation.

8. <u>Payment</u>: Payment will be made 100% within 30 calendar days from the Purchaser's issuance of the Acceptance document as per Clause 7 above.

9. <u>Force-Majeure</u>: The Provider 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 Provider and not involving the Provider's fault or negligence and not foreseeable. Such events may include, but not restricted to, acts of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force-Majeure situation arises, the Provider shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Provider 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.

10. Requirements for the Training Services

A. General Description

1. The Provider of the training services should be an Accredited Prince2 Training Provider or an Affiliated Partner.

- 2. The training program will include both Prince2 Foundation and Practitioner modules.
- 3. The training program will be delivered in the form of a classroom training course.

4. The training program will be designed for 10 NAFA staff.

5. The training program will be delivered in Bucharest, Romania at a location to be provided or contracted by the Provider.

6. The Provider will ensure Prince2 Foundation and Practitioner examinations for the 10 NAFA staff and will dispatch the related certificates to the individuals that pass the exams.

7. The language for delivery of the training courses will be the English language.

B. Specific details of the Training Services:

- The Prince2 Foundation certificate should be valid for an indefinite period of time and should not expire;
- The candidates who pass the Practitioner exam should be recognized as "Prince2 Registered Practitioner" and remain registered for a period of 5 years;
- The Provider will customize the training program for projects related to Fiscal / Tax Administrations or for Public Administration Modernization Projects.

11. <u>Logistic arrangements</u>: The Provider will ensure that the training is delivered in a suitable environment (classroom, conference room etc.) with all necessary equipment and furnishings, centrally located in Bucharest.

The Provider shall include in its Quotation the provision of two (2) coffee breaks and one (1) lunch for all attendants during each day of training.

The Provider confirms compliance with above specifications (In case of deviations, *the Provider will list all such deviations*).

NAME OF PROVIDER / SUPPLIER

Authorized Signature

Place:

Date:

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 **Prince2 Project Management Training** (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 Training Services described in the Contract within a period of 60 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 Provider / Supplier:
Address:
Phone Number
Fax Number, if any