SROMANIA NATIONAL AGENCY FOR FISCAL ADMINISTRATION REVENUE ADMINISTRATION MODERNIZATION PROJECT

REQUEST FOR QUOTATIONS
FOR EQUIPMENT FOR COMMUNICATION ACTIVITIES –
RAMP/17

INVITATION TO QUOTE (ITQ)

Equipment for Communication Activities

Date: September 30th, 2015

Country: ROMANIA

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

Project ID: P130202

Loan No: 8261 - RO

Assignment Title: Equipment for Communication Activities

Reference No. (as per Procurement Plan): Goods and Non-Consulting Services - RAMP/17

Dear Provider,

- 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 – *Equipment for Communication Activities (reference number RAMP/17)*.
- 2. The National Agency for Fiscal Administration (NAFA, "the Purchaser") hereby invites you to submit your price quotation for the provision of **Equipment for Communication Activities** as per the Terms and Conditions of Supply below.
- 3. Price quotations will be evaluated according to requirements for the equipment 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.
- 4. Each Provider shall submit only one quotation.
- 5. Your price quotation in the form attached may be submitted by email or by post in English to the address below:

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

- 6. Your Quotation in English language should be accompanied by adequate documentation, catalogue(s) and other printed material or pertinent information (in English or Romanian).
- 7. The deadline for receipt of your quotation by the Purchaser by e-mail or at the address indicated in Paragraph 4 above is 17.00 hrs on October 12th, 2015. Late quotations will be declared late, rejected and returned unopened.
- 8. 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".
- 9. Your quotation should be submitted as per the following instructions and in accordance with the attached *Contract*. The attached *Terms and Conditions of Supply (Annex A)* form an integral part of the *Contract*.
 - (i) **PRICES:** The prices should be quoted for all equipment and shall include all duties, taxes and other levies payable (including VAT). Prices may be quoted in any freely convertible currency or in the local currency (Romanian Leu RON).
 - (ii) **EVALUATION OF QUOTATIONS:** 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 procurement. 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 on www.bnr.ro) and valid on the day indicated as the deadline for receipt 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) If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between added or subtracted subtotals and totals, the unit or subtotal price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit or subtotal prices, in which case the line item total as quoted shall govern and the unit price or subtotal shall be corrected.

- (b) If there is a discrepancy between words and figures, the amount in words will prevail, unless the discrepancy is the result of a typo/error for which the correction is self-evident to the Purchaser.
- (iii) **AWARD OF CONTRACT:** The Purchaser will award the Contract to the bidder whose offer has been determined to be substantially responsive and is the lowest evaluated offer. The successful bidder will sign a contract as per the attached form of contract and terms and conditions of supply.
- (iv) **VALIDITY OF THE OFFER:** Your quotation should be valid for a period of forty-five (45) days from the deadline for receipt of quotations indicated in Paragraph 7 above.
- 10. The Purchaser reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the bidders.
- 11. Interested bidders may obtain further information by addressing to the e-mail address ramp.anaf@mfinante.ro. 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.
- 12. At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the number of pieces of equipment 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.
- **13.** 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

Project Manager

FORM OF CONTRACT

THIS AGRE	EEMENT 1	number		made of	1		2015, I	between	the Na	tional
Agency for	Fiscal A	dministration	in the	implem	entation	of the	"Re	venue 1	4dministr	ration
Modernizatio	n Project	", having its	principal	place of	f busines	s at 17	Apolo	dor Stre	eet, distr	ict 5,
Bucharest,	Romania	(hereinafter	called	"the	Purchas	er")	on th	ne one	part	and
				(hereinaf	ter called	the P	rovider	''') on th	e other p	art.
WHEREAS 1	the Purcha	ser has invited	l quotatio	on for E (quipmen	t for C	ommu	nication	Activit	ies to
be provided	by the Pr	ovider, viz.	Contract	RAMP/	7, (here	inafter	called	"Contra	act") and	d has
accepted the	Quotation	by the Prov	vider for	the said	equipm	ent und	der Co	ntract a	it the su	m of
	_ (_) herein	after ca	ılled "t	he Conti	ract Price	e".

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;
 - b) Terms and Conditions of Supply;
 - c) 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 delivery of equipment the Contract Price in accordance with Payment Conditions prescribed by Contract.
- **4.** This Agreement is concluded for a period of **30 calendar days** from the Date of signing of the Contract.

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 equipments 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, equipment similar to those undelivered or not performed and the Provider shall be liable to the Purchaser for any additional costs for such similar equipment. 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, Providers, 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 Providers 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 Providers' 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

RAMP Project Coordinator

Signature and seal of the Provider:

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:

	Description of Equipment	Quantity	Unit Price without VAT (currency)	Total Price without VAT (currency)	Total Price with VAT (currency)	Delivery Date
1.	Full HD Compact Video-camera	10				
2.	Universal tripod	10				within 30 days from contract signature
3.	Digital voice recorder	9				
	TO	TAL				

- **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 equipment delivered, including users manuals and at least 12 months warranty.
- **3.** <u>Payment</u> will be made 100% within 45 calendar days from the Purchaser's issuance of the Acceptance document. The Provider shall issue the invoice on the same date as Purchaser's Acceptance.
- **4.** Applicable Law: 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>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 event 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

NAME OF PROVIDER	
Authorized Signature	
Place:	
Date:	

Technical Requirements

Digital Video Camera

- Compact Full HD;
- Minimum configuration: video mp4 file format
- Minimum 32 GB internal memory;
- Minimum 10x optical zoom;
- Minimum 25x digital zoom;
- Optic image stabilizer;
- Minimum recording resolution: 1920x1080p@60fps
- File format: MPEG-4 AVC/H.264
- Zoom lens 28mm Wide Angle
- Audio: Dolby digital (2 ways), MP4; AAC (2 ways)
- Built-in microphone with zoom, 2 ways, stereo
- Touch LCD display
- Built-in flash or slot for lamp
- LED lamp compatible with the camera slot (if camera does not have built-in flash)
- Rechargeable battery and spare battery
- Rechargeable battery for the lamp (if necessary)
- Protective carrying bag
- Licensed video processing professional software with the following minimum features:
 - User-friendly and intuitive interface;
 - Full coding/decoding compatibility with the proprietary format of the camera (if applicable);
 - o General coding/decoding compatibility with the following formats: avi, mov, qt, mpeg-1-4, mkv, flv, vob, wmv, asf;
 - Filters and functions: add logo, crop, flip, rotate, resize, sharpen, remove noise, tweak brightness, contract colors;
 - o Capability to process image and sound separately.

Universal Tripod

- 151-200 cm length
- Protective carrying bag

Digital voice recorder

- Built-in memory: 4 GB minimum
- directional microphones (zoom/stereo)
- Recording format: linear PCM/MP3 at CD quality
- Playback format: MP3/AAC/WMA/WAV
- LCD backlight
- Headphone jack
- Microphone in jack
- USB connectivity (for file transfer and charging)
- MicroSD card slot
- Speaker
- Built-in lithium battery
- Digital noise cancelling filter
- PC application software
- Fast forward, rewind, pause, play and stop functions
- Organize recordings in files and folders
- Accessories: USB cable/charger, stereo headphones, carrying case/pouch
- Maximum weight: 90 grams

FORM OF QUOTATION

(Date)
To: National Agency for Fiscal Administration in the implementation of the "Revenue Administration Modernization Project - RAMP"
We offer to provide the Equipment for Communication Activities (RAMP/17) 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 the equipment described in the Contract within a period of 30 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: Address:
Phone Number