

## ROMANIA

### NATIONAL AGENCY FOR FISCAL ADMINISTRATION

### REVENUE ADMINISTRATION MODERNIZATION PROJECT

<p>REQUEST FOR QUOTATIONS FOR PROJECT MANAGEMENT SOFTWARE – RAMP/9</p>
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*Country:* ROMANIA

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

*Project ID:* P130202

*Loan No:* 8261 - RO

*Assignment Title:* Project Management Software

*Reference No. (as per Procurement Plan):* Goods and Non-Consulting Services - RAMP/9

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 Software (reference number RAMP/9)*.

Project Management software represent a significant tool for effective planning, organization, monitoring and control of the project. Considering that RAMP is a complex project to be implemented over a 5-year period, the use of the project management software is essential to ensure the performance parameters of the project.

NAFA now invites eligible firms to indicate their interest in providing the *Project Management Software (Microsoft Project Standard – version 2013) and 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) – NATIONAL SHOPPING FOR GOODS

**Project Management Software**

Date: April 30, 2014

*Country:* ROMANIA

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

*Project ID:* P130202

*Loan No:* 8261 - RO

*Assignment Title:* Project Management Software

*Reference No. (as per Procurement Plan):* Goods and Non-Consulting Services - RAMP/9

Dear Supplier,

1. You are invited to submit your price quotation for the supply and installation of Microsoft Project Standard - version 2013 for 12 users, as well as training. Information on technical specifications is indicated in the Terms and Conditions of Supply.

2. Price quotations will be evaluated according to requirements for the software and 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 bidder shall submit only one quotation.

4. Your price quotation in the form attached may be submitted by email or by post in English and/or Romanian to the address below, in sealed envelopes labeled **RAMP/9 - Project Management Software**:

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](mailto:ramp.anaf@mfinante.ro)

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

6. The deadline for receipt of your quotation by the Purchaser at the address indicated in Paragraph 4 above is 12.00 hrs on May 23, 2014, directly, by mail or by e-mail.

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) **PRICES:** The prices should be quoted for software supply, installation, training and technical support. 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) **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 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 [www.bnr.ro](http://www.bnr.ro)) 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 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 and the total will be corrected accordingly;
  - (c) If a Provider refuses to accept the correction, his quotation will be rejected.
- (iii) **AWARD OF CONTRACT:** The award will be made to the bidder offering the lowest evaluated price and that meets the required standards of technical 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 should be valid for a period of forty-five (45) days from the deadline for receipt of quotation indicated in Paragraph 6 above

9. Interested bidders may obtain further information by addressing to the e-mail address [ramp.anaf@mfinante.ro](mailto: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 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 AGREEMENT number ..... made on .....2014, 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, NAFA Vice-president, 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 **Project Management Software (Microsoft Project Standard - version 2013)** to be supplied by Supplier, viz. Contract RAMP/9, (hereinafter called “Contract”) and has accepted the Quotation by the Supplier for the supply of goods and 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; Term and Conditions of Supply;
  - b) Addendum (if applicable);
2. In consideration of the 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 supply of goods and services 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 \_\_\_\_\_, 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 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

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.

## 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 that 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 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*

\_\_\_\_\_

Name of Authorized Representative

**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

<b>Item No.</b>	<b>Description of Goods</b>	<b>Quantity</b>	<b>Unit Price without VAT, currency</b>	<b>Total Price without VAT at final destination, currency</b>	<b>Total Price with VAT at final destination, currency</b>	<b>Delivery Date</b>
1.	<b>Microsoft Project Standard - version 2013</b>	<b>12</b>				15 days from contract signature
2.	<u>Training for Microsoft Project users – 2 days/trainee</u>	<b>12</b>				First available session after Delivery Date
<b><u>TOTAL</u></b>						

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. The price will include the total cost for supply and installation on Purchaser's equipment at a location in Bucharest to be indicated by the Purchaser, as well as the total cost for training of 12 users designated by the Purchaser (2 day of training at the *Purchaser's premises*).

3. Delivery Schedule: The supply of the licenses and the installation should be completed as per above schedule but not exceeding 15 calendar days from contract signature. The training will be delivered as soon as possible after the installation of the software, at the Purchaser's premises. The date will be mutually agreed and will be part of the contract.

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:** The Supplier shall submit to the Purchaser, within five (5) working days after the delivery, installation and training the following documents:

- (i) supplier's invoice showing goods' description, quantity, unit price, and total amount;*
- (ii) transport document, if applicable;*
- (iii) license certificates;*
- (iv) Proof of training delivery.*

**7. Acceptance:** Within five (5) working days from the submission by the Supplier of the documents listed under Clause 6 above, the Purchaser shall either issue an Acceptance document or request the Provider to remedy any shortcomings in the supply, installation or training. All such shortcomings will be corrected by the Supplier 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. Payment** will be made 100% within 30 calendar days from the Purchaser's issuance of the Acceptance document as per Clause 7 above.

**9. 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.

## **10. Required Technical Specifications**

### **A. General Description**

- 1.** The Supplier should be the producer or an official dealer (or representative, or reseller) of the software.
- 2.** The licensing of the software will be of perpetual type (perpetual right of the purchaser in using of the software).

3. The purchaser should have the full rights in using the software (the software will be independent of the hardware platform).
4. The supplier should taking into account that the purchaser can be a select plus at level D partner of the producer of the software.
5. The supplier will provide a training session of 2 days for 12 persons. The training session will be provided through a training certified partner of the software producer. The training session will be held at the beneficiary premises.

**B. Specific details and functional parameters**

The system should enable the following parameters:

- build project plans;
- schedule and track tasks/workflow, including changes/delays, track time, monitor resources;
- monitor project progress and link between projects within the portfolio;
- create, generate and share project reports, including projects within the portfolio;
- deliver visual representation of the project plan and project status, interactive interface;
- manage documents and resources, change management features.

The training should encompass at least the following actions:

- creating a project plan, a work breakdowns structure, creating and assigning resources;
- set a baseline for the project and update the project;
- import, export data in/from the project, provide reports.

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

**NAME OF 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 supply, install and provide training for **Project Management Software - Microsoft Project Standard - version 2013** (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 and services 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 \_\_\_\_\_