Unitatea de Implementare a Proiectului Băncii Mondiale de Ameliorare a Competitivității

Ministerul Economiei al Republicii Moldova

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UIPAC

Project Implementation Unit of the World Bank Competitiveness Enhancement Project

Ministry of Economy of the Republic of Moldova

180, Stefan cel Mare ave., off. 815
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April 08, 2011

Invitation to Quote

"Financial Sector Reform Project"

SHOPPING

FSRP/TS/S-6/E/2010

Procurement of the Technical Services for Editing and Printing of the National Commission for Financial Market activity report for 2010

Invitation to Quote (ITQ) - Shopping For Technical Services

Procurement of the Technical Services
for editing and printing of National Commission for Financial Market annual activity report for 2010

Date: April 08, 2011

Project Title: **Moldova Dutch TA-TF Financial Sector Reform**
Source of Funding: **Dutch Grant TF 093288**
Contract Ref: **FSRP/TS/S-6/E/2010**

To: **According to the list**

Gentlemen,

1. You are invited to submit your price quotation for providing of the technical service for editing and printing of the National Commission for Financial Market annual activity report for 2010, **according to the requirements from the clause 1 of the Terms and Conditions of Supply attached hereto**.

2. The Republic of Moldova has received a grant from the International Development Association, and intends to apply the proceeds of these funds to eligible payments under the contract for which this invitation for quotation is issued.

3. You **must quote for all required service lines** under this Invitation. Price quotations will be evaluated for all items together and contract awarded to the firm offering the lowest evaluated total cost of all items. Bidders are required to submit quote for the entire quantity within each item. **Incomplete or partial Quotes will not be considered. Alternative quotations/options are not allowed**.

4. You shall submit one original and one copy of the Price Quotation with the Form of Quotation, and clearly marked "Original" and "Copy". Your quotation in the attached format should be sealed in an envelope and addressed to and delivered at the following address of the Purchaser:
   Project Implementation Unit
   of the World Bank Competitiveness Enhancement Project
   180, Stefan cel Mare Ave., office 815
   MD-2004, Chisinau, Republic of Moldova

5. Your quotation in English language should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information for each item quoted, including names and addresses of firms providing service facilities in Republic of Moldova.

6 The deadline for receipt of your quotation by the Purchaser at the addressed indicated in Paragraph 4 is: **April 20, 2011, 15-00, Chisinau time. 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 under IBRD Loans and IDA Credits, May 2004 revised October 2006, Para. 3.5 "Shopping"*.

8. Quotations by fax or by electronic means ***are NOT acceptable and will be rejected***.

9. Your quotation should be submitted as per the following instructions and in accordance with the Terms and Conditions of supply in the attached draft Contract. **Please sign the Terms and Conditions of supply attachment to the Contract and return them to the Purchaser.**

(i) PRICES: The price should not include custom duties, excise-duty, custom procedures tax and Value Added Tax (VAT) in Moldova due to the fact that according to the Fiscal Code of Moldova dated April 24, 1997 (Article 104, item c^1) and Article 124, item (3)), Law on customs tariff dated November 20, 1997 (Article 28, item n) and Annex 2, Remark 1.) and Government Decision No. 108 dated February 21, 2011, the delivery of goods and providing of the services financed from the credit and grants funds provided for the project, is exempted from custom duties, excise-duty and custom procedures tax, and imposed with zero rate Value Added Tax (VAT) in Moldova. Therefore, quotations should not include the above mentioned local taxes, and bidders should confirm this in their quotations (see also clause "Fixed Price" in "Terms and Conditions of Supply" section of this ITQ). Prices can be quoted in any Bank member country currency, including Euro, but no more than three currencies.

(ii) EVALUATION OF QUOTATIONS: Offers determined to be substantially responsive to the technical specifications will be evaluated by comparing their prices converting to Moldavian Lei based on the selling exchange rate offered by the Commercial Bank "Moldindconbank" (as published by the bank on **http://www.moldindconbank.md/**) 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 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.

(iii) 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. It will be required before signing of the contract to provide an authorized copy of the extract from State Commercial Register confirming the person authorize the sign the contract on the name in of the firm.

(iv) VALIDITY OF THE OFFER: Your quotation should be valid for a period of **forty five (45) calendar days** from the deadline for receipt of quotation indicated in Paragraph 6 of this Invitation to Quote.

10. Further information can be obtained from *09:00 to 17:00 hours (Moldovan time)*:
Mr. Aureliu Casian, Executive Director
Project Implementation Unit
of the World Bank Competitiveness Enhancement Project
180, Stefan cel Mare Ave., office 815,
MD-2004, Chisinau, Republic of Moldova
Fax: + 373 22 296-724
E-mail: piu@mec.gov.md

11. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Invitation to Quote. Failure to furnish all information or documentation required by the Invitation to Quote may result in the rejection of the quote.

12. A prospective bidder requiring any clarification of the Invitation to Quote shall contact the Purchaser in writing at the Purchaser's address specified in the Paragraph 10. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later ***than five (5) calendar days prior to the deadline for receiving of quotes***.

13. At any time prior to the deadline for receiving of quotes, the Purchaser may amend the Invitation to Quote by issuing addendum. Any addendum issued shall be part of the Invitation to Quote and shall be communicated in writing to all who have obtained the Invitation to Quote directly from the Purchaser.

14. 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.

15. At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of services, provided this does not exceed fifteen (15) percentage per item, and without any change in the unit prices or other terms and conditions of the quote and the Invitation to Quote.

16. The Purchaser reserves the right to accept or reject any quote, and to annul the bidding process and reject all quotes at any time prior to contract award, without thereby incurring any liability to bidders.

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

Yours sincerely,

Aureliu Casian
Executive Director
Project Implementation Unit of the World Bank Competitiveness Enhancement Project

FORM OF CONTRACT

THIS AGREEMENT number **FSRP/TS/S-6/E/2010** made on ***April ____, 2011***, between ***Project Implementation Unit of the Competitiveness Enhancement Project (PIU)***, having its principal place of business at: 180, Stefan cel Mare Ave., office 815, MD-2004, Chisinau, Republic of Moldova office 815, Chisinau, Tel/Fax: + 373 22 296-724 (hereinafter called "the Purchaser"), *on the one part*, and _____ (hereinafter called "the Supplier"), *on the other part*.

WHEREAS the Purchaser has invited quotation for providing of the technical service for ***Editing and printing of the National Commission for Financial Market annual activity report for 2010*** to be provided by Supplier, viz. Contract FSRP/TS/S-6/E/2010, (hereinafter called "Contract") and has accepted the Quotation by the Supplier for the supply of technical services under Contract at the sum of _____ (_____) hereinafter called "the Contract Price". The Contract Price is exclusive the custom duties, excise-duty, custom procedures tax and Value Added Tax (VAT) in Moldova due to the fact that according to the Fiscal Code of Moldova dated April 24, 1997 (Article 104, item c^1) and Article 124, item (3)), Law on customs tariff dated November 20, 1997 (Article 28, item n) and Annex 2, Remark 1.) and Government Decision N 108 dated February 21, 2011, the delivery of goods and providing of the services financed from the credit and grants funds provided for the project, is exempted from custom duties, excise-duty and custom procedures tax, and imposed with zero rate Value Added Tax (VAT) in Moldova.

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) *Supplier 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 a Contract 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.

Signature and seal of the Purchaser:
FOR AND ON BEHALF OF
the Project Implementation Unit of
the Competitiveness Enhancement Project

_____
Mr. Aureliu Casian
Executive Director

Signature and seal of the Suppler:
FOR AND ON BEHALF OF

_____
Name of Authorized Representative

Coordinated on behalf of consignee:

Mrs. Aurica Doina,
Vice-chairman of National Commission of Financial Market

Terms and Conditions of Supply

Project Name: **Moldova Dutch TA-TF Financial Sector Reform TF093288**
Purchaser: **Project Implementation Unit of the World Bank Competitiveness Enhancement Project**
Consignee: **National Commission for Financial Market**
Package No: **FSRP/TS/S-6/E/2010**

1. Prices and Schedules for Supply

The description of proposed technical services is indicated in the paragraph 14 of these Terms and Conditions of supply.

The Supplier acknowledges that he will also be responsible for:

a) Designing and up-making of NCFM's annual activity report for 2010 in Romanian language, as well as designing/personification of the CD cover face with support/folder from paper materials for Romanian, Russian and English versions of electronic reports (in Flash application format using Macromedia MX) to be multiplied on CDs;
b) Printing of the Romanian version of NCFM's annual activity report for 2010 in hard copy, as well as reproduction of the CD with electronic version in Romanian, Russian and English languages of NCFM's annual activity report for 2010;
c) Delivery of the printed reports and CDs at the following address: 77, Stefan cel Mare Avenue, 2nd floor, Chisinau, Republic of Moldova.

The technical services and breakdown includes:

#	Description	Q-ty	Unit Price, currency	Total Price, currency	Delivery schedule
1.	Editing of the NCFM annual activity report for 2010 in Romanian language:			*Sum of (1.1)*	
1	*Draw up (Redactare) of the Romanian version* *Design (Design) of the Romanian version* *Model (Machetare) of the Romanian version*	*1*			
2.	Designing/personification of the CD interface with electronic version of NCFM annual activity report for 2010 (Romanian, Russian and English versions). All versions are to be placed on the same CD in Flash application format using Macromedia MX	1			
3.	Printing of the Romanian version of NCFM annual activity report for 2010 in hard copy			*Sum of (3.1)*	
1	*Printing of the Romanian version of NCFM activity report in hard copy*	*60*			
4.	Reproduction of the CDs with electronic version of NCFM annual activity report for 2010 (Romanian, Russian and English versions). All versions are to be placed on the same CD in Flash application format using	60			

	Macromedia MX.				
5.	Agency fee for delivering of services	-	-		
	TOTAL (1+2+3+4+5)				

We are confirming that the prices do not include taxes in Moldova

Note: ***In case of discrepancy between unit price and total derived from unit price, the correction will be done as provided in Paragraph 9 (ii) of the Invitation to quote***

2. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance. We are confirming that the prices do not include the Value Added Tax (VAT) in Moldova.

3. Delivery Schedule: The performing of the proposed technical services should be completed as following.

#	Description	Date
1)	Starting date	**As soon as the contract is signed**
2)	Designing and model of NCFM annual activity report for 2010 in Romanian language.	**In 5 working days after contract signature and receiving of the information for editing (the information will be provided by NCFM within two (2) days after contract signature)**
3)	Printing and delivery of the Romanian version of NCFM annual activity report for 2010 in hard copy, **60 hard copies**.	**In 15 working days after contract signature and receiving of the information for printing based on the proposed design and model of NCFM annual activity report for 2010 in Romanian (the information will be provided by NCFM within two (2) days after receiving of the final draft of the design and model of the NCFM annual activity report for 2010 in Romanian language)**
4)	Designing/personification of the CD interface with cover support from paper materials for Romanian, Russian and English versions of electronic reports to be copied on the CDs. All versions are to be placed on the same CD in Flash application format using Macromedia MX.	**In 30 working days after contract signature and receiving of the information (the information will be provided by NCFM within 20 working days after contract signature)**

5)	Reproduction of the CDs with electronic version of NCFM activity report with Romanian, Russian and English versions, **60 CDs**. All versions are to be placed on the same CD in Flash application format using Macromedia MX.	**In 40 working days after contract signature**

4. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

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 provisions of the laws of the Republic of Moldova.

8. Delivery and Documents: Upon completion of the technical services, the Supplier shall notify the Purchaser that the services have been performed and delivery document to be signed. The Supplier shall mail the following documents to the Purchaser:
   (i) Delivery documents ("factura") duly filled in, signed and sealed.

9. Payment for your invoice will be made (on the territory of) in Moldavian Lei, equivalent by converting respective foreign currency amount (if the quote expressed in foreign currency) using official exchange rate foreign currency/Moldovan Lei at the day of payment, as furnished by the National Bank of Moldova, according to the below payment schedule. The Payment will be made within thirty (5) working days upon receipt and acceptance of your invoice(s) and intermediary acceptance deeds for delivered, and final acceptance document for the preformed services which has to be signed by the Purchaser and confirmed by the Consignee.

   - **First payment** - 15 % of contract amount upon the Client's approval of the final draft of the NCFM annual activity report for 2010, in Romanian language ready for printing.
   - **Second payment** - 35 % of contract amount upon the Consignee confirms delivery of printed of the Romanian version of NCFM annual activity report for 2010 in hard copy, **60 copies**.
   - **Third payment** - 20 % of contract amount upon the Client's approval of the designing/personification of the CD interface for electronic version of NCFM annual activity report for 2010, in Romanian, Russian and English languages.
   - **Forth payment** - 30 % of contract amount upon the Consignee confirms delivery of **60** of CDs with electronic version of NCFM annual activity report for 2010, in Romanian, Russian and English languages. All versions (Romanian, Russian and English) are to be placed on the same CD in Flash application format using Macromedia MX.

10. Warranty: Not applicable

11. Packaging and Marking Instructions: Not applicable

12. Defects: Not applicable

13. 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.

14. Required Technical Specifications

(i) General Description - as per Annex A to Terms and Conditions of Supply
(ii) Specific details and technical standards - as per Annex A to Terms and Conditions of Supply
(iii) Performance Parameters

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

15. Failure to Perform: The Purchaser may cancel the Contract if the Supplier fails to deliver the services, 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.

16. Delays: If the Supplier fails to deliver any or all of the Technical Services by the date of delivery or perform the related services within the period specified in the Contract (as provided by Delivery schedule above), the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage of 0.2% of the delivered price of the delayed services or unperformed services for each day or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage of ten (10)% of the contract price.

NAME OF SUPPLIER_____
Authorized Signature_____
Place:
Date:

Annex A
to Terms and Conditions of supply

Specific details and technical standards

(i) General Description

The Client received the Grant **"Moldova Dutch TA – TF Financial Sector Reform" towards the cost of implementation of the "Financial Sector Reform Project"** and intends to apply a part of these funds for performing the technical services hereinafter referred to, and

The Client wishes to have the Supplier performing the technical services for editing and printing of the NCFM annual activity report for 2010 in Romanian. At the same time the Supplier is to be responsible for following services:

a) Designing and up-making of NCFM annual activity report for 2010 Romanian version, as well as the designing/personification of the CD interface with paper cover support for Romanian, Russian and English versions of electronic reports, which are to be copied on the same CD in Flash application format using Macromedia MX.
b) Printing of the Romanian version of NCFM annual activity report for 2010 in hard copy, as well as reproduction of the CDs with electronic version of NCFM annual activity report for 2010 in all three languages;
c) Delivery of the printed reports and CDs at the following address: 77, Stefan cel Mare Avenue, 2nd floor, Chisinau, Republic of Moldova.

(ii) Specific details and technical standards:

a. The NCFM 2010 annual report is to be edited and printed in Romanian language only taking into consideration the following specifications and quantities:

- Quantity:	*60 hard copies*
- Number of pages	*220 pages (110 sheets)*
- Format	*A4*
- Block	*offset, 150 gr/m², 110 sheets, printing 4+4 matte*
- Bound cover	*350 gr/m²* matte, *plus filmed over 1+0 gloss, printing 4+0*
- Stitch	*thermo glue (thermo binder).*

b. The electronic version in Flash application format using Macromedia MX of the National Commission for Financial Market annual activity report for 2010 is to be copied/multiplied on the CDs with specific designed paper cover face (colored) as per below specifications. All versions (Romanian, Russian and English) are to be placed on the same CD. In developing of this the supplier will take into consideration the following specifications and quantities:

- Quantity:	*- 60 copies*
- Support/folder	*- Aurocard paper 350 gr/m² plus filmed over 4+0, 3 parts*

NAME OF SUPPLIER _____
Authorized Signature _____

FORM OF QUOTATION

April ___, 2011

To: **Project Implementation Unit of the World Bank Competitiveness Enhancement Project**
180, Stefan cel Mare Ave., office 815
MD-2004, Chisinau, Republic of Moldova
Fax: + 373 22 296-724

We offer to execute the Contract **FSRP/TS/S-6/E/2010** for procurement of the for providing of the technical service for editing and printing of the NCFM annual activity report for 2010 in Romanian language in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____(amount in words and numbers) (_____) (name of currency)_____. The amount is exclusive the custom duties, excise-duty, custom procedures tax and imposed with zero rate Value Added Tax (VAT) in Moldova. We propose to complete the delivery of Technical Services described in the Contract within a period of _____months 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 _____