



NOTIFICATION 2

Reg. no.: 141/22.12.2022

Ref. G 1.2.14.1 Procurement of Digital equipment for grading papers within the national exams using digital technology - Scanners

Dear Sirs,

Regarding the International Competitive Bidding for **Procurement of Digital equipment for grading papers within the national exams using digital technology - Scanners**, the following clarifications must be taken into consideration when preparing your bid:

Inquiry 1: "Please clarify Section II BDS ref. ITB 34.2(a). Prices to be compared do include or do not include: copyright fee for scanners, WEEE tax, packaging tax. Please observe that these fees cannot be distinctly quoted in the Price Schedule tables (Bidding Forms IV, pages 48-51) since they are neither custom duties or import taxes, unless specifically confirmed by the Purchaser as such in response. In this case, where do you expect us to insert these costs in order to balance the comparison between 14.8, 14.9 and evaluation of ITB 34.2(a) as stated in SII BDS including these taxes? For your reference, art. 17.1 and 17.2 section VIII states that all duties, stamp duties, copyright fees are to be include in the supplier's quote and is not consistent with previous comparison mechanism. Even if it is clearly the intent of the Purchaser to do so."

Clarification 1: *ITB 34.2(a) in the Bidding Document Procedure refers to evaluation for items or for lots.*

*According to BDS ITB 34.2, Evaluation will be done for **Items** and not for Lots, as this contract is not divided in Lots. According to ITB 34.2 Evaluation of Bids (a) ...the Bid Price as quoted in accordance with clause 14 Bid Prices and Discounts in Section I. Instructions to Bidders.*

According to ITB 14.3, the price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the bid, excluding any discounts offered. For Goods manufactured in the Purchaser's Country, Goods manufactured outside the Purchaser's Country, to be imported and Goods manufactured outside the Purchaser's Country, already imported, the price shall be quoted as specified at ITB 14.8.

Inquiry 2: "Please provide information if there are possible legal derogation for this specific Purchaser related to: - WEEE tax - Copyright tax (applying to scanners in Romania) - Packaging tax - VAT tax We did not found information about the Purchaser to be registered as WEEE producer, Opera Scrisa.ro or AFM. But it is possible that derogations exist for a certain type of funding or a certain Purchaser. Please advise"

Clarification 2: *We notice that your inquiry 2 does not refer to a provision in the Bidding documents.*

According to ITB 14.3, the price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the bid, excluding any discounts offered. For Goods manufactured in the Purchaser's Country, Goods manufactured outside the Purchaser's Country, to be imported and Goods manufactured outside the Purchaser's Country, already imported, the price shall be quoted as specified at ITB 14.8.

For this funding there is no derogations for taxes.



Inquiry 3: “Section IX (SCC) ref GCC 13.1 last paragraph is describing the possibility to deliver directly to customs (Bucharest or Constanta) in Purchaser’s name. But It ignores all of the above costs and conformity issues, “without any commitment of cost” for the external supplier but in Purchaser’s charge. Please clarify. It would mean a financial charge for the Purchaser and incomparable costs to be quoted by all others as beach of regulations for WEEE, copyright, packaging, ... Which is obviously not the intent of the Purchaser”

Clarification 3: *Section IX (SCC) GCC 13.1 refers to documents to be furnished by the supplier.*

According to GCC 1.1 (o), the Project Site(s)/Final Destination(s) is/are: the 41 County School Inspectorates (ISJ) and Bucharest School Inspectorate (ISMB) depending on the County in which the beneficiary high school is located and per the list in Section VII. Schedule of Requirements.

Inquiry 4: “Section IX SCC ref. GCC 16.1 introduces differences in payments to suppliers from abroad, compared to local supply. Which means differences to be considered by Bidders for financial costs /entire offer. Since financial costs are a big issue of this bidding procedure, in today’s economic environment, please equalize if possible the payment conditions in order to insure comparable bid costs for bidders. We consider “supplied from within the purchaser’s country” payment conditions to better respond to all tax / compliance issues related to goods and services supplied”

Clarification 4: *GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract will be as described in GCC 16.1 and will not be changed.*

Inquiry 5: “SIII art 3.1 b introduces a condition that is not possible to be fulfilled by the Bidder, and only available to the producer, which is not, in case 3.1.b, an active participant in the bidding procedure itself. Please agree to replace 31.a.ii in case of 3.1.b bidder by reputational evidence of the producer, where available. We accept that it is at Purchaser’s discretion to accept or not the reputational evidence, available information from public sources in this case”

Clarification 5: *As mentioned in 3.1 Postqualification Requirements (ITB 36.1) (b) “If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer **under Manufacturer’s Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed **at least 2 (two) contracts** of similar goods in the past 3 (three) years (2019-2021) with value of each successfully implemented contract should be **not less than 200,000.00 Euro** (two hundred thousand Euro).”***

*So, in this case (when Bidder is not manufacturer), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed **at least 2 (two) contracts** of similar goods in the past 3 (three) years (2019-2021) and the value of each successfully implemented contract should be **not less than 200,000.00 Euro** (two hundred thousand Euro).*

Inquiry 6: “Since 2019-2022 were economically dominated by Covid and Ukraine war please accept for similar goods also IT products and services for SIII art. 3.1.b. The scope of this bidding procedure acting as a major step forward to digital transformation of Education and the problems related to the supply chain, warranty, deployment, financing costs and contract management being the same, it is only natural. It also adapts to the way commercial



businesses responded and changed during past years in response to closure/ opening of their specific market segments due to force majeure events”

Clarification 6: See notification number 1 (130/22.11.2022).

Inquiry 7: “For purpose of SII BDS 14.8 it is unclear to us if for goods manufactured outside of Purchaser’s country, not available at time of contracting in Purchaser’s country, to be imported, as responsible supplier we need to submit the table available at page 48 or 49. Since the goods are not available at time of contracting and are to be imported in Purchaser’s country but need to be quoted after all costs (WEEE, copyright, packaging...) will be included, arising at import date or shortly after. Please advise”

Clarification 7: According to ITB 14.8, Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. For Goods manufactured outside the Purchaser’s Country, to be imported according with ITB 14.8 (b), prices shall be quoted as mentioned in the Biding Form for Goods manufactured outside the Purchaser’s Country, to be imported:

- (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser’s Country, as **specified in the BDS;**
- (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS**

Inquiry 8: “Please confirm section IV Bidding form does not apply to this procedure (not applicable) and do not need to be submitted”

Clarification 8: In relation to Section IV Bidding Forms, only the form **Price and Completion Schedule - Related Services, having the explicit mention Not Applicable, does not need to be submitted. The other **applicable** forms need to be submitted.**

Inquiry 9: “BDS/ITB 19.1, BDS/ITB 19.3 (d): For reason of costs, adaptability (extension of duration of bidding procedures) and bid security/ performance security management please accept to submit the Bid Security by direct bank transfer to the indicated Ministry’s bank account. Please communicate the CIF and the IBAN account in RON or EUR, at Purchaser’s choice. This is the ultimate form of security, directly at Customer’s disposal with minimum management efforts for the Purchaser and Supplier as well. Please accept the same for Performance Security - bank transfer to Beneficiary’s bank account”

Clarification 9: Bid shall include a **Bid Security (issued by bank) in the form of a Bank Guarantee using the form included in Section IV Bidding Forms.**

Inquiry 10: “Section IX, Special Conditions of Contract, 16.5, please update the interest rate to the formula: “NBR lending facility rate at invoice date” and eliminate the 30 days delay in payment. As you can see below these are costs that cannot be estimated anymore in a responsible way. For reference, NBR calculated rates for 20.12.2022 are: 7.75% lending facility 6.75% monetary policy rate 5.75% deposit facility Increasing from 2%/1.5%/1% since October 2021. Source: <https://bnr.ro/Monetary-Policy--3318.aspx>”



Clarification 10: The GCC 16.5 remains unchanged. The interest rate that shall be applied is 0.5 % per month. The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 30 days.

Inquiry 11: “After careful consideration of all aspects of the bidding procedure and the response of active scanner producers we need to ask for a new delivery timeline. China is the biggest scanner producer in 2022 still. Even for European producers, the actual manufacturing materials and production facilities are still located in China. China’s holiday starts from mid-January and lasts until February. No actual order will be considered before 13.02.2023 by the producer. Delays in supplying materials and transport will follow consequently. As we have seen during past years, sudden closure for Covid 19 reason blocked economic activity several times already. Transportation issues followed, for discontinuance of production, fuel/ energy issues, therefore material costs, covid issues, war issues, embargo issues, war issues, financial and human resources issues. We need to state clearly that, even if working with one of the most reputable producers, this contract cannot be deployed to your satisfaction in 6 weeks-16 weeks. The authorizing producer does not assume delivery to us in the requested time for this year’s spring / summer examination sessions. And we need to consider deployment and reception time as well. Since the timeline is essential for the Purchaser, but these exams are revolving events, we need to inform in advance and ask in good faith to modify the timeline for the entire bid. We suggest 15.12.2023 as a reasonable dead line. In our opinion all bid participants can comply to this in good faith”

Clarification 11: We do not accept the suggested deadline.

Inquiry 12: “Please answer to the clarification question below, regarding Section VIII. General Conditions of Contract - 35. Termination:

35.3 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.

We understand that this Condition is part of the General conditions of the contracts, carried out under the auspices of the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA) projects. However, if we correlate this clause with the specific situation of the products that are the subject of this purchase, situation that we describe below, please consider the possibility of eliminating this Condition 35.3, within an amendment in the Special Conditions of Contract (SCC), in the sense of waiving it, for a responsible performance of the commercial activities involved.

The products requested in the current procedure are not available on a large scale, as in the case of other usual IT equipment, and the global production capacity has been successively affected by the Covid19 events, the processor crisis, the container (logistics and transport)



crisis, geopolitical events, etc. The worldwide production capacity will not allow the entry into production/ delivery of the entire quantity in one lot (batch), but in several successive batches. In order to ensure the components necessary to produce the entire amount of equipment required in the project, any supplier will have to order the entire quantity from the beginning of the contract and assume the purchase of the entire quantity.

Under these conditions, the possibility that, at a given moment, the contracting authority cancels the contract and only accepts goods that arrive within 28 days following the communication of cancelling the contract, will create solvency problems for any economic operator that become supplier following the completion of the procedure, being placed in a position to order and pay for the manufacture and supply of all goods, then to keep in stock products that are very difficult to sell”

Clarification 12: The clause 35.3 (Section VIII. General Conditions of Contract) Termination for Convenience cannot be changed.

PLEASE CONFIRM RECEIVING THIS NOTIFICATION

Best regards,
Liliana PREOTEASA – Director