Reg. no.: 83 / 07.10.2020

Ref. G 1.2.13.1 Procurement of Packages of digital equipment for online learning in ROSE supported high-schools – laptops

CLARIFICATIONS and AMENDMENTS No. 1 of October 7th, 2020 to the Bidding Document

Dear Sirs,

Regarding the International Competitive Bidding for **Procurement of Packages of digital equipment for online learning in ROSE supported high-schools – laptops**, the following clarifications must be taken into consideration when preparing your bid:

A. GENERAL CLARIFICATIONS AND AMENDMENTS FOR ALL 8 LOTS:

No	Request for clarification	Purchaser's response	Clarification or Amendment to the Bidding Documents
1.	Can we bid only for one or more lots?	According to ITB Clause 14.6 "If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages)." So, the bidder may submit bids for one or any combination of the individual lots.	Clarification
2.	Considering the following requirement: "the Bidder shall demonstrate that it has successfully completed at least 2 (two) contracts for computers within past three years (2017-2019) with value of not less than 2 million USD each." and considering that the quantities are different for each lot, please let us know the value we should demonstrate (with one or two contracts) as Experience and Technical Capacity foreach lot.	contracts for computers within past three years (2017-2019) with value of not less than 2 million USD each, regardless for how many lots the bid is for (i.e. if the bid is for 1 or more	Amendment
3.	As the document is stating very clearly the opening of the bids will take place	The evaluation process will, of course, depend	Clarification



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	on October 9 th , 2020, 13:00, local time, We would be interested in learning what is the timeline you have set for the evaluation of the bids. To be more precise what would be the expected date for signing the contract and the delivery timeline starts?	on the number and clarity of the bids. There is no fixed expected date for the signing of the contract, the Purchaser will try to finalize the evaluation as soon as possible.	
4.	Also we understand the total budget available ("Loan or Financing Agreement amount: 200,000,000.00 Euro") – do you have a split for each of the 8 lots? We are interested to see if there is a certain already set budget for the notebooks you intend to buy through this bid.	The amount you are referring to is the total Loan Agreement value, which includes all the activities envisaged by the Romania Secondary Education Project. Of course, the budget for the present procurement procedure is a portion of this. The estimated costs are not disclosed. Bidders should offer the most competitive prices.	Clarification
5.	Please clarify if the margin of domestic preference shall apply. In the Section III – Evaluation and Qualification Criteria is mentioned "Margin of Preference (ITB 33) – Not applicable" (also in Section II – Bid Data Sheet, ITB 33.1 "A margin of domestic preference shall not apply."), but in the Section III (at page 40 from the ICB document) is described a modality of granting a margin of preference and the classifications of bids in one of 3 groups. We find again the Group A and B, C classification in the Price Schedule Forms.	The different forms of the Group A and B, C classification in the Price Schedule Forms, are intended for the Bidder to fill their specific situation (Goods Manufactured Outside the Purchaser's Country, to be Imported or Goods Manufactured Outside the Purchaser's Country, already imported or Goods Manufactured in the Purchaser's Country). There will not be a Margin of Preference to goods manufactured in the Purchaser's country for the purpose of bid comparison.	Clarification
6.	Please clarify the exchange rate used for the average annual turnover and for the values of the contracts successfully completed and used for Postqualification Reguirements (ITB 36.1) if the Bidder is not manufacturer.	The exchange rate used for the average annual turnover shall be the average annual exchange rate published by the National Bank of Romania for the year for which the turnover is presented.	Amendment



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		For the values of the successfully completed contracts, the exchange rate used for the contract value shall be the one published by the National Bank of Romania in the day of contract signature.	
7.	Regarding Item#1 - Laptop and the request: 21 Office applications with perpetual licenses: minimum word processing, spreadsheet, presentations, email – pre-installed. Please clarify if you accept laptops with two open-source pre-installed office applications, one for word processing, spreadsheets and presentations and the other for email.	Yes, the applications may be different: one for word processing, a different one for spreadsheet, a different one for presentations and a different one for email. Also, the application may be open-source if it is perpetually licensed. In order to offer an increased compatibility between office products it is necessary for the office applications to integrate all the functionalities described in the specifications. The office applications must offer fully integration and compatibility with the Operating System.	Amendment
8.	We kindly ask if it's possible to participate to The Bid Opening Session, not just through online conferencing tool (SKYPE), but also through physical presence in location. And if so, please inform us if there will be a limit of representatives from each company and also let us know the designated coordinates (location, contact and time of arrival).	Details about the locations for bid submission and opening are presented in Section II. Bid Data Sheet, at ITB 22.1 and ITB 25.1. The bidder has the possibility to be represented by two or more persons, but one should consider the measures for controlling and combating COVID-19 outbreak. Therefore we recommend the Bidders to join the online conference for Public Bid Opening.	Clarification
9.	Please tell us if the answers to the clarification questions will be posted online (and if so, specify the web site), or/and by mail (and if so, specify if you'll send	The Purchaser shall forward copies of its responses to all Bidders who have	Clarification



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	mails to every company that have previously requested the original documentation).	acquired the Bidding Documents, including a description of the inquiry but without identifying its source. The Purchaser shall also promptly publish its response at the web page identified in the BDS.	
10.	Please infirm / confirm us if the value of reference of "7 days" refers to: - Period of time available for interested economic operators (Bidders) to send clarification questions, - Number of days "from publishing date" or "before bidding date", "Working Days" or "Calendar Days".	Requests for clarification should be received by the Purchaser from the potential bidders no later than 7 days prior to the deadline for submission of bids . According to Section I. Instructions to Bidders, clause 1. Scope of Bid item 1.2 "(c) "day" means calendar day". So, the 7 days are calendar days.	Clarification
11.	Please tell us what is the deadline for the contracting authority's (Purchaser's) response to the clarification questions.	The requests for clarification shall be answered at least 5 days prior to the bid submission deadline.	Clarification
12.	Regarding The Adjustments valid for Evaluation and Qualification Criteria (p.35 – Section II / Cap.B / ITB 34.6) Please clarify if the rate of Deviation in Delivery schedule (0.05% per week) will affect the Bidders offers only in the evaluation process and will have no effect in the commercial contract that will be signed between Purchaser and Winning Bidder. For example, we understand that for two distinct offers, from two Bidders, that will have a difference of one week between them, you will adjust the price of the one with the longer delivery time by (+) 0.05%.	The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment, as specified in BDS 34.6, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest"	Clarification



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		Delivery Date" specified in Section VII, Schedule of Requirements.	
13.	Please confirm that Bidder's offered Delivery date should be expressed in weeks, and not in days. Please clarify if any offer that will contain a delivery time longer than 8 weeks will be disqualified without exceptions, or there are possibilities to accept offers even if this limit is exceeded.	as the Price Schedule forms is required to fill, for "Delivery Date as defined by Incoterms" the requirement is to "insert quoted Delivery Date, namely a specific number of weeks as from contract signing". Any offer that will propose a delivery period longer than 8 weeks will be disqualified without exceptions.	Clarification
14.	In order to help us optimize the Operating System of the laptops, please confirm us that all the requested laptops will serve only for educational institutions that are K-12 compliant (specifically High Schools, as well as the title of the projects suggests it).	The equipment to be purchased will be made available to students who do not have electronic equipment for online activities and allows high schools to be better prepared in case of a new situation of suspension of courses, by providing support to the most disadvantaged students, and, on the other hand, to avoid deepening inequalities caused by unequal access to resources and the possible abandonment of students from disadvantaged groups. The Operating Systems must be prepared and optimized to cope with at least the scenarios presented, without limiting to them.	Clarification
15.	Regarding The List of Documents Comprising the Bid (p.11 – Section I / Ch.11 / 11.1) In order to avoid any lack of documents, that can jeopardize the participation to the Bid, or at least can aggravate or delay its development, we kindly ask for clarification of the documents that Bidders should present to the Purchaser,	The documents comprising the Bid are detailed in Section I. Instructions to Bidders, clause 11.	Clarification



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	at both stages		-
16.	The Submission of the Offer Example: by requesting "profit and loss statement and auditor's reports for the past three years (2017, 2018 and 2019)", will you accept Trial Balance from 2017 to 2019? Otherwise, please advise.	The Bidder shall furnish any documentary evidence which it considers, that it meets the financial requirement as average turnover in Euro, for each lot.	Clarification
17.	Example: by requesting "Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3.", will you accept CUI certificate and ONRC certificate? Otherwise, please advise.	The Bidder shall furnish any documentary evidence which it considers, as requested in ITB 4. Eligible Bidders.	Clarification
18.	The Delivery of the Goods Example: by requesting "inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report", will you accept Quality Control Reports or equivalent? Otherwise, please advise.	According to Clause GCC 24. Insurance: "Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC." The insurance coverage shall be as specified in the Incoterms. The inspection certificate, issued by the nominated inspection agency is not applicable under the present Contract, as no inspection agency has been appointed. The Supplier's factory inspection report is the report prepared by the Supplier for the batch of goods to be delivered under the present Contract.	Clarification



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19.	 Regarding The Number of Copies (p.18 – Section I / Ch.20 / 20.1) Please confirm the number of copies of the bid requested; Please confirm that if we'll choose to submit our bid electronically, we don't need to present any kind of copies, or any additional documents marked as copies; Regarding The Electronically bids (p.32 – Section II / Cap. D / ITB22.1) Please specify if there is any restrictions of the software that should be used by Bidders to encrypt their offers, or any other issues that should concern us. 	In the case of password-protected bids submitted by email, the bid will consist only in one original version. No copy is required for this case. If the Bidder chooses to send its bid by email, then this must be password-protected. No specific file type is requested.	Clarification
20.	Regarding The Adjusted Price (p.32 – Section II / Cap.C / ITB18.3 (a)) We would like you to offer us as much as possible details about the price adjustment rule, in particular about the obligations that will occur to the Bidders • Please clarify who will adjust the price? The Bidder or the Purchaser? Please clarify when should this adjustment of the price be made?	The Contract price shall be determined according to ITB 18.3 (a), only if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity. The bid price shall be adjusted by the Purchaser.	Clarification
21.	 Regarding The Performance Security (p.135 – Section IX/GCC18.3,18.4) Please confirm that "unconditional Bank Guarantee" is the only valid Performance Security for this Bid, and there will be no exceptions, Please confirm that you will require a distinct Performance Security for each won lot, Please confirm us that for each won lot you will retain from the Performance Security a 2% percent of the Contract Price, for the entire period of demanded warranty, meaning 36 months. 	The Performance Security shall be furnished within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section X, Contract Forms, of the Bidding Document. A distinct Performance Security shall be furnished for each won lot The amount of the Performance Security shall be: 10% of the Contract Price. Discharge of the Performance Security shall take place: The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of	Clarification



No	Request for clarification	Purchaser's response	Clarification or Amendment to the Bidding Documents
		Completion of the Supplier's performance obligations under the Contract, including any warranty obligations. After the Acceptance of the Goods, the performance security shall be reduced to 2 (two) percent of the Contract Price to cover the Supplier's warranty obligations (36 months). The Performance Security shall expire not sooner than the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. The Supplier may present a single Performance Security of 10% of the Contract Price including both periods of discharge or two different Performance Securities, one for 8% and one for 2% of the Contract Price. If the Supplier chooses to present two Performance Securities, these should be both submitted simultaneously, before contract signing	
22.	Regarding The Liquidated Damages (p. 135 – Section IX /GCC27.1)	Except as provided under GCC Clause 32	Clarification
	Please clarify if the penalties of 0.5% per week would be applicable by the	(Force Majeure), if the Supplier fails to deliver	



No	Request for clarification	Purchaser's response	Clarification or Amendment to the Bidding Documents
	Purchaser, to the Supplier, until the fulfilment of its obligations, and if there is any kind of limitation of the penalties cumulation. Regarding The Contract Validity (p.135 – Section IX /GCC27.1) Please specify what is the duration of the contract and if there is a difference between the End Date of the contract and the Goods warranty expiration date.	any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, 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 specified in the SCC (0.5 (zero point five) % per week) of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC (10 (ten) %). Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35. The duration of the contract includes the period from the contract signature date and the date of Completion of the Supplier's performance obligations under the Contract, including payements and any warranty obligations. There is no difference between the End Date of the contract and the Goods	
23.	Regarding The Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported (p.50-p.57 – Section IV)	warranty expiration date. The bidder shall not fill column 8 in "Price Schedule: Goods Manufactured Outside the	Clarification
	Please confirm that for any one of the lots / Regions that we will bid, using	Purchaser's Country, to be Imported".	



No	Request for clarification						Purchaser's response	9	Am th	rification or endment to e Bidding ocuments
	remain uncompleted.									
24.	Regarding The Penalties (p.134 GCC_16.5 & p.135 – Section IX/GCC27.1) Please correlate the values of the penalties for delaying the fulfilment of the obligations, both for the Purchaser's payments (0.5% per month) and for the Supplier's deliveries (0.5% per week).					delayed possible Supplier mentioned	s for the interest on the ayment from the Purch and for Liquidated in the bidding docum bject to change.	naser to Dama	the ges	arification
25.	Considering the current international context caused by the pandemic and the significant increase in the demand for PCs globally, mainly in the field of education, all manufacturers in the industry have already announced long delays in deliveries		oned in the	bidding	documen	ts are not s	nent to be purchased, ubject to change. are as follows: Final (Project Site) Destination as specified in	Time for	delivery –	Clarification
	caused by shortages in the supply chain and limited capacity production. In view of this, in order to limit de						BDS	Earliest Delivery Date	Latest Delivery Date	
	possibility of submitting offers than can	1	Bucuresti Ilfov	Laptop	3,732.00	piece	ISJ Ilfov and ISMB ("school inspectorates locations")	4 weeks	8 weeks	
	comply with the delivery conditions imposed by the tender documentation, please accept the extension of the delivery	2	Centru	Laptop	7,466.00	piece	ISJ Alba, ISJ Brasov, ISJ Covasna, ISJ Harghita ISJ Mures, ISJ Sibiu ("school inspectorates locations")	4 weeks	8 weeks	
	time mentioned in Section VII. Schedule of Requirements as follows: - Earliest Delivery Date = 12 weeks	3	Nord Est	Laptop	8,887.00	piece	ISJ Bacau, ISJ Botosani, ISJ Iasi, ISJ Neamt, ISJ Suceava, ISJ Vaslui ("school inspectorates locations")	4 weeks	8 weeks	
	- Latest Delivery Date = 16 weeks.	4	Nord Vest	Laptop	8,313.00	piece	ISJ Bihor, ISJ Bistrita- Nasaud, ISJ Cluj, ISJ Maramures, ISJ Satu Mare, ISJ Salaj ("school inspectorates locations")	4 weeks	8 weeks	
		5	Sud	Laptop	8,437.00	piece	ISJ Arges, ISJ Calarasi, ISJ Dambovita, ISJ Giurgiu, ISJ Ialomita, ISJ Prahova, ISJ Teleorman ("school inspectorates locations")	4 weeks	8 weeks	



No	Request for clarification						Clarification or Amendment to the Bidding Documents			
		6	Sud Est	Laptop	7,739.00	piece	ISJ Braila, ISJ Buzau, ISJ Constanta, ISJ Galati, ISJ Tulcea, ISJ Vrancea ("school inspectorates locations")	4 weeks	8 week	s
		7	Sud Vest	Laptop	7,655.00	piece	ISJ Dolj, ISJ Gorj, ISJ Mehedinti, ISJ Olt, ISJ Valcea ("school inspectorates locations")	4 weeks	8 week	s
		8	Vest	Laptop	6,843.00	piece	ISJ Arad, ISJ Caras-Severin, ISJ Hunedoara, ISJ Timis ("school inspectorates locations")	4 weeks	8 week	s
	6. Regarding Section III. Evaluation and Qualification Criteria 3.1 Postqualification Requirements (ITB 36.1) item b) "b) If Bidder is not manufacturer: 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 quilifications (i). (ii). (iii)					Requirem manufactu behalf Manufactu IV, Biddin demonstra (iii) and thas succe contracts years (20 2 million L So, in manufactu demonstra (iii) and thas succe contracts	ate the above qualificat he Bidder shall demons essfully completed at le for computers within 17-2019) with value of n	der is not ender is not less that east 2 (the past the past that east 2 (the past the east 2 (the eas	ot a on oder stion shall (ii), at it two) oree shan ot shall (ii), at it swo) oree	Clarification



No		Request for clarification	Purchaser's response	Clarification or Amendment to the Bidding Documents
27.	Please class of the solution o	Office applications with perpetual licenses: minimum word processing, spreadsheet, presentations, email – pre-installed.	office applications with either commercial or open-source perpetual license. The office applications may be different: one for word processing, a different one for spreadsheet, a different one for presentations and a different one for email.	Amendment
28.	Regardin	g The Detailed specifications (p.101 - Section VII, Item#1-	The Operating System and the office	Clarification



No	Request for clarification	Purchaser's response	Clarification or Amendment to the Bidding Documents
	#5) Considering that you have requested preinstalled software, both Operating System and several Office Applications, please confirm that all of them should be mutually compatible, and if so, please inform us what will be the method to verify this aspect?	applications, they all should be mutually compatible.	
29.	Regarding The Detailed specifications (p.101 – Section VII, Item#1-#5) In order to avoid unnecessarily delays in the reception process (p.118 – Section VIII) and considering that you have requested several inspection reports (see p.131 - Section IX / GCC 13.1), but none of them reflect the preinstalled software full compatibility between Operating System and Office Applications, please confirm us if the Bidders must prove through certifications from all software manufacturers, that all the software components will be fully compatible with each other.	The Bidders must prove through certifications from all software manufacturers, that all the software components will be fully compatible with each other.	Amendment
30.	Regarding The Detailed specifications (p.101 – Section VII, Item#1-#5) Considering that you have requested several preinstalled software, but in the same time, all of them should generate a single proper solution for the users, with a single purpose – to facilitate education for the students – please clarify if all of the software components (both Operating System and Office Suite Applications) must be commercial licenses for Education and must offer full support for the use in Romanian language.	Please see <i>Clarification 27</i> .	Clarification
31.	Regarding The Detailed specifications (p.101 – Section VII, Item#1-#21) Considering that you have requested several Office Applications, which may or may not be fully compatible between them, please confirm if the requested modules should be parts of a single Office Solution, in order to ensure a full functionality of features and components.	Please see <i>Clarification 27</i> .	Clarification
32.	Regarding The Detailed specifications (p.101 – Section VII, Item#1-#5)	Please see Clarification 27.	Clarification



No	Request for clarification	Purchaser's response	Clarification or Amendment to the Bidding Documents
	Considering that you have requested preinstalled perpetual software, both Operating System and several Office Applications, please inform us if all of them should have support and maintenance from the manufacturer at least the same period of time as the warranty request of 36 Months.		
33.	Regarding The Detailed specifications (p.101 – Section VII, Item#1-#5) Considering that you have requested perpetual software, both Operating System and several Office Applications, all of them preinstalled on the laptops that will be used in educational purposes, only by the students, and that through them, you will cover different scenarios of utilization (such as the use of them directly from home – On-Line Class), please confirm us if for safety and security reasons all the requested software should be based on confidential code and not on an open code.	The Operating Systems and Office Applications must be prepared and optimized to cope with at least the scenarios presented, without limiting to them. The safety and security of the offered products must be taken into account also by the Bidder.	Clarification
34.	Regarding The Detailed specifications (p.101 – Section VII, Item#1-#21) Considering the quantities of hardware devices that will be delivered, even in the case of a single region, please confirm us, if in order to simplify the administration of the entire fleet of laptops, you will require a single activation key for all the Office Applications from each lot and a secure way of accessing the activation key directly from the manufacturer, thus preventing unauthorized use of the licenses.	Please see <i>Clarification 27</i> .	Clarification
35.		The exchange rate to be used for the conversion to the equivalent amount of euro of the Bid Security, shall be the selling exchange rate provided by the National Bank of Romania, 28 days prior to the Bid Submission deadline (i.e. 11 th of September 2020).	Amendment