

Section II: Tender Data Sheet - ECEPP

A. Introduction

ITT 1 Scope of Tender

1.1 The Purchaser is: **RATBV S.A.**

1.1 The name of the Tender process is: ***Procurement of new low floor diesel buses fleet and related goods and services***

The identification number of the Tender process is: 01

The number and identification of lots comprising this Tender process are: **01**

1.3 This tender will be conducted using the EBRD Client E-procurement portal (hereinafter referred to as "ECEPP") and subject to its conditions of use. Tenderers must be registered in ECEPP in order to participate in this tender.

Tenderers shall register with ECEPP in accordance with the terms and conditions of use of ECEPP as published on ECEPP. Only those Tenderers who are registered and who have expressed an interest in the tender shall be able to access the tender documents, receive clarifications, addenda and amendments and submit its tender response through ECEPP.

ITT 2 Source of Funds

2.1 The Borrower is: **RATBV S.A.**

2.1 The name of the Project is: ***Brasov Urban Transport Company Loan II***

ITT 5 Eligible Goods and Related Services

5.1 The Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects, regardless of whether the country is a member of the Bank. Clients will not exclude a firm from open competition for a Contract for reasons unrelated to its capability to perform the Contract in question unless, as a matter of law or official regulations, the Client's country prohibits commercial relations with the firm's country. Any such restriction must be explicitly specified in the Tender Data Sheet and is subject to the Bank's prior approval.

Consistent with international law, the proceeds of the Bank's loans, equity investment or guarantees should not be used for payment to persons or entities or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. Persons or entities, or suppliers offering goods and services, covered by such prohibition should therefore not be eligible for the award of Bank-financed contracts.

Subject to paragraph ITT Para 4, this invitation for tenders is open to suppliers from any country.

B. Contents of Tender Document

ITT 7 Clarification of Tender Document, Site Visit, Pre-tender meeting

- 7.1 All communication with the Purchaser in respect of the tender process including requests for clarifications and responses shall be submitted through ECEPP.

The deadline for clarification requests should normally be set at the date no later than 28 days prior to the deadline for submission of Tenders

Requests for clarification should be received by the Purchaser no later than 15 days , prior to the deadline for submission of Tenders

- 7.4 A Pre-Tender meeting **will not** take place.

A site visit conducted by the Purchaser **will not be** organized.

C. Preparation of Tenders

ITT 10 Language of Tender

- 10.1 The language of the tender is: **English**.

The tender offer shall be delivered in both languages. If there is a difference between the Romanian and English version, **the English version shall prevail**.

Supporting documentation attached to the tender shall be submitted in **Romanian and English**.

ITT 11 Documents Comprising the Tender

11.1 (a) Letter of Tender

The Tenderer shall complete the Letter of Tender as specified in ECEPP.

The Tenderer shall upload a scanned copy of its Letter of Tender, together with Attachment 1 to Letter of Tender – Covenant of Integrity - as part of its electronic tender submission, duly completed in the manner and detail indicated therein and signed by the legally authorised signatory. The uploaded Letter of Tender shall be on the letterhead of the Tenderer.

- 11.1 (h) The Tenderer must provide the following documentary evidence to establish the conformity of the Goods and Services:

The documentary evidence of the Goods' and Services' conformity to the tender documents may be in the form of literature, drawings and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the Goods;
- (b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods for a period of **12** years, following commencement of the use of the Goods by the Purchaser;
- (c) a paragraph-by-paragraph commentary on the Purchaser's Supply Requirements demonstrating substantial responsiveness of the Goods and Services to those specifications or a statement of deviations and exceptions to the provisions of the

Supply Requirements (see Annex I -Technical Compliance Checklist Form in Section IV Tender Forms); and

- (d) any other requirements specified below:
- **ISO 9001 Certificate for the Manufacturer of the buses, valid at the date of tender opening**
 - ***The ISO14001 certificate for the manufacturer of the buses, valid at the date of tender opening***
 - ***Complete documentation for the bus planned maintenance*** (see Annex V – Work programme for planned maintenance in Section IV Tender Forms)
 - ***Drawings of the bus (front, rear, lateral and top views), indicating the main levels and the ground clearance.***
 - ***Drawings with the interior arrangement (positioning of seats, doors, button for stop requesting, windows, security exits and positioning of the facilitation device of mounting for disabled individuals).***
 - ***Overall drawing (supporting structure, exterior coating, internal coating, assembly technology for accidental repairing);***
 - ***Diagrams of the electrical power installation;***
 - ***Diagrams of the electrical distribution panels;***
 - ***Diagrams of wirings and connectors;***
 - ***Diagram of the pneumatic installation;***
 - ***Diagram of the measurement and diagnosis points of the pneumatic installation.***
 - ***Description of the pneumatic installation system and the technical solution used of operating under low temperature conditions***
 - ***Diagram of the engine cooling installation and saloon heating.***
 - ***Diagram of the air conditioning installation.***
 - ***Diagram of the measuring and diagnosis points of the air conditioning installation.***
 - ***Diagram of the power supply installation.***
 - ***Diagram of the measuring and diagnosis points of the power supply installation.***
 - ***Diagram of the greasing installation and greasing points.***
 - ***List of quantities, types and specifications of the products used to lubricate all the installations and equipment, the authorized manufacturers, the periodicity of the greasing operations, the necessary filters, etc.***
 - ***Detailed technical specifications of the passenger information system***
 - ***Diagram of the special installation for the reduction of polluting gases.***
 - ***Nomenclature of all the main component and assemblies used for the manufacturing of the buses, which will include: name, manufacturer's code, pcs. No./ bus, supplier's code, make of origin (ANNEX VII SCHEDULE OF***

MAIN COMPONENTS AND ASSEMBLES) .

- ***Detailed technical specification for the automatic passenger counting system including a description of reports functions***
- ***The declarations of fuel consumption (Annex II, Other tender forms).***
- ***The EC certificates concerning the toxicity degree and the environmental protection of the materials used according to the technology of the engine type, calculated according to the model recommended by UITP&ACEA.***
- ***The operational lifetime energy and environmental impacts cost declaration (Annex III- The operational lifetime energy and environmental impacts cost, in Section IV Tender Forms).***
- ***The SORT1 test certificate with complete results of the tests, for a vehicle having relevant equivalent characteristics in terms of type, model, capacity and technical feature with the one offered in the tender. To be considered valid the certificates shall be issued by an entity that is authorized to perform these tests within the European Union.***
- ***Certified true copies of the approval documentation of the bus, which would indicate that the tendered motor vehicle is approved with type approval certification issued by the Romanian Automotive Register (R.A.R.) or if the tendered motor vehicle does not hold type approval certificates issued by the Romanian Register of Road Vehicles, the tenderer has to present on the submission of the tenders, the proof of the fact that the tendered motor vehicle holds the European approval certificate according to the Directive EC/46/2007 amended through EC 385/2009 "Establishment the framework for the approval of motor vehicles and their trailers, and of systems, components and separate technical units intended for such vehicles". In this case, in addition to the European approval certificate according to the Directive EC/46/2007 amended through EC 385/2009, the tenderer shall submit the Certificate of Conformity („CoC“) issued by the manufacturer, for the specific model of the bus offered by the tender.***
- ***If the Tenderer doesn't have the certification at the time of submission of the Tender, he shall provide a sworn statement that the homologation certificate will be provided before the delivery of first batch of buses.***

For purposes of the commentary to be furnished pursuant to paragraph (c) above, the tenderer shall note that, unless the Supply Requirements specifically provide otherwise, standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in the Supply Requirements, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Supply Requirements.

All documents are to be scanned/or and uploaded as part of the Tender and submitted via ECEPP.

11.1 (i) **Tender submitted by a JVCA**

The Tenderer shall upload a scanned copy of the JVCA Agreement entered into by the member firms of the JVCA as part of its electronic tender submission in ECEPP. The JVCA Agreement shall indicate at least the parts of the Supply Requirements to be executed by the respective partners It shall be signed by legally authorised signatories of all member firms of JVCA.

The uploaded JVCA Agreement shall be on the letterhead of the Lead Partner of the JVCA clearly showing the complete name and address of the Lead Partner.

- 11.1 (j) The Tenderer shall submit with its tender the following additional documents:
- Annex I – Technical Compliance Checklist Form (see Section IV Tender Forms)
 - Annex II – Declaration of Fuel Consumption (see Other Tender Forms)
 - Annex III – The operational lifetime energy and environmental impacts cost (see Section IV Tender Forms)
 - Annex IV – Work programme for design, manufacturing and delivery (see Section IV Tender Forms)
 - Annex V – Work programme for planned maintenance (see Other Tender Forms) -
 - Annex VI – List of regulations, technical standards (see Other Tender Forms)
 - Annex VII – Schedule of main components and assemblies (see Other Tender Forms)
 - The evidence that it will be represented by an Agent in the country as requested in ITT 16.3.

Tenders submitted without Annexes I, II and III or without the SORT 1 test certificates will be rejected as incomplete.

ITT 13 Alternative Tenders

13.1 Alternative Tenders **shall** be permitted only for the parts of the Supply Requirements as stated in Section II - Tender Data Sheet paragraph 13.4 below

13.2 Alternative times for completion **are not** permitted unless the delivery is earlier than the time for completion indicated in the Supply Requirements.

No benefits will be given for early alternative Times for Delivery.

13.4 Alternative technical solutions are permitted for the following parts of the Supply Requirements:

- ***On board computer for ITS (Supply Requirements – paragraph 15.3) can be replaced by upgrading the existing On board computer for AVL (Supply Requirements – paragraph 15.1)***
- ***Alternative body styling for the 18 m articulated buses (Supply Requirements – paragraph 1)***

If alternative technical solutions for parts of the Supply Requirements are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.

ITT 14 Tender Prices and Discounts

14.1 The Tenderer shall complete the Price Schedules as specified in ECEPP.

The Tenderer shall upload a scanned copy of its Price Schedules as part of its electronic tender submission, duly completed in the manner and detail indicated therein and signed by the legally authorised signatory.

14.2 Prices **shall not** be adjustable.

Discounts

The Purchaser will adjust the Tender Price, using the methodology prescribed by the

Tenderer in its Letter of Tender, to take account of the Discounts offered by the Tenderer.

In the event of any ambiguity In the Tenderer's methodology, the benefit of the doubt shall be given to the Purchaser. If a Tenderer does not accept the Purchaser's determination, its tender shall be declared non-responsive and its Tender Security shall be forfeited.

14.6 Final Place of Destination: **49 Harmanului St, Brasov, Romania**

14.6(a)(b) The unit prices of the Goods quoted DDP (place of destination) shall be inclusive of customs duties and other import taxes payable in the Purchaser's country **BUT EXCLUDING VAT**. VAT shall be payable by the awarded supplier and shall be entered separately in the ECEPP price schedules and ECEPP tender form.

The same DDP condition of delivery shall apply to locally supplied Goods (e.g.: already imported or locally manufactured) too.

14.6(c)(ii) The Related Services are: **in the Section VI. Supply Requirements.**

The Prices of Services shall be exclusive of VAT but shall include all other cost and taxes related to delivery of services as required in the **in the Section VI. Supply Requirements.**

ITT 15 Currencies of Tender

15.1 Tender prices shall be quoted in: Romanian Leu (RON)

Where Euro is not used, for the purposes of data reconciliation in ECEPP only, all prices will be converted to Euro.

ITT 16 Documents establishing the Qualifications of the Tenderer

16.2 The Tenderer **shall** submit with its tender, the Manufacturer's Authorisation for the following Goods or parts of the Goods:

- **Buses, ticketing equipment, passenger information system, automatic passenger counting system, monitoring system, on-board computer, audio video system and diagnostic equipment.**

16.3 The Tenderer **shall** submit with its tender, evidence that it will be represented by an Agent in the country.

Service will be done in accordance with Chapter. 19 of "Supply Requirements".

In addition, the Tenderer shall submit the evidence that it has available, or will have, a service centre authorized by the manufacturer of the vehicle offered and by Romanian Automotive Register (R.A.R) which is situated within 200 KM from Brasov (calculated on the basis of the road distance).

16.4 **ADDITIONAL CLAUSE**

If a tenderer wishes to claim the experience and capability of its parent company for the purposes of meeting the minimum qualification requirements, the tenderer shall submit with its tender an irrevocable guarantee from its parent company. The format of the parent company guarantee shall be approved by the Purchaser prior to tender submission and shall

specify, as a minimum:

- the names of the parties to the parent company guarantee including the name of the Purchaser, the tenderer and its guarantor;
- the name of the Contract relating to which the guarantee is provided;
- the validity of the guarantee, which shall be consistent with the time for completion or delivery required under the Contract;
- the law governing the guarantee, which shall be the same as the law governing the Contract; and
- the cumulative limit of liability of the Guarantor under the guarantee which shall not be less than the limit of liability of the tenderer under the Contract

A scanned copy of the guarantee shall be submitted with the Tender through ECEPP. **The winning tenderer may be requested to provide the signed original.** Failure to furnish suitable parent company guarantee may result in the rejection of the tender.

ITT 18 Period of Validity of Tenders

18.1 The tender validity period shall be 120 calendar days from the closing date of the tender.

18.3 If the award is delayed by a period exceeding twenty-eight (28) days beyond the expiry of the initial tender validity, the Contract price shall be adjusted as follows:

The adjustment of the Contract Price shall be from the original expiry date of the tender validity pro rata up to the date of award of the Contract and shall be calculated on the basis of an annual increase of **three (3%)** percent. Tender evaluation shall be based on the Tender Price without taking into consideration the above correction.

ITT 19 Tender Security

19.1 A tender security **is** required.

If a tender security is required, the amount and currency of the tender security shall be three hundred fifty thousand Romanian Lei (RON **350,000**)

The issuing bank of the tender security shall have a minimum credit rating of: Romania credit rating as set by Fitch, Standard and Poor s and Moodys

The format of the Tender Security shall be in accordance with the form provided in ECEPP.

The Tenderer shall upload a scanned copy of its Tender Security as part of its electronic tender submission, duly completed in the manner and detail indicated therein and signed by the issuing bank.

The uploaded Tender Security shall be on the letterhead of the issuing bank and shall be signed by a person competent to bind the bank.

In addition, the Tenderer shall upload a scanned copy of its postal/courier receipt as evidence that the original of the duly completed and signed Tender Security has been dispatched to the Purchaser. The uploaded postal/courier receipt shall clearly show the time, date of dispatch and the correct Purchaser's address details.

The original of the duly completed and signed Tender Security, identical in all material aspects to the scanned copy, shall be received by the Purchaser not later than 3 calendar days following the closing date for submission of the tender.

19.7 The Tender Security of a JVCA can be in the name of a partner of the JVCA on condition that the Tender Security clearly specifies the names of all partners of the JVCA and states that

the Security is submitted for and on behalf of the JVCA.

Failure to furnish a conforming tender security required by the Tender Document shall result in the rejection of the Tender.

ITT 20 Format and Signing of Tender - ECEPP

20.1 **Tenders shall be submitted electronically using ECEPP only.** No paper copies shall be submitted.

The Tenderer shall complete the Letter of Tender, Price Schedules, Tender Forms and other forms required for the tender in ECEPP, and attach or upload supporting documents as set out in the tender requirements for each tender.

20.2 The written confirmation of authorisation to sign on behalf of the Tenderer shall comply with the following requirements:

- (a) The Tenderer shall upload a scanned copy of its Power of Attorney as part of its electronic tender submission, indicating that the person(s) signing the tender have the authority to sign the tender and thus that the tender is binding upon the tenderer.

The uploaded Power of Attorney shall be on the letterhead of the Tenderer, or other authorised issuing body, clearly showing the complete name and address of the Tenderer, or other authorised issuing body. It shall be signed by legally authorised signatory.

The winning tenderer may be requested to submit the original signed document to the Purchaser.

- (b) In the case of Tenders submitted by an existing JVCA signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITT 4.1(a), and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JVCA during the Tender process and, in the event the JVCA is awarded the Contract, during contract execution.

20.3 A Tender submitted by a JVCA shall comply with the following requirements:

Unless not required in accordance with ITT 4.1 (a), shall upload a scanned copy of the letter of authorisation nominating one of the member firms of the JVCA as being in charge of the JVCA (the Lead Partner), as part of its electronic tender submission. It shall be signed by legally authorised signatories of all member firms of JVCA.

The uploaded letter of authorisation shall be on the letterhead of the Lead Partner of the JVCA clearly showing the complete name and address of the Lead Partner.

For the purposes of tender submission, scanned copies of the relevant documents shall form part of the tender submission. The successful tenderer may be requested by the Purchaser to submit the originals for review prior to signature of contract.

20.4 The pages of the tender do not require to be initialled.

D. Submission and Opening of Tenders

ITT 21 Submission, Sealing and Marking of Tenders - ECEPP

Tenderers shall submit their tenders electronically using ECEPP and subject to the terms and conditions of use of ECEPP as well as to the terms and conditions of the tender document.

21.1 (b) ITT Para 21.1 (b) shall not apply.

ITT 22 Deadline for Submission of Tenders

22.1 The address of the Purchaser is given in para. 1.1. Tenders shall be submitted electronically using ECEPP. All communication with the Purchaser in respect of the tender process including requests for clarifications and responses shall be submitted through ECEPP.
Tenderers shall submit their tenders electronically using ECEPP no later than the deadline for submission of Tenders at the time and date stated in ECEPP.

ITT 23 Late Tenders

23 Late Tenders

ECEPP will not allow the submission of any Tender after the deadline for submission of Tenders, in accordance with ITT 22, and tenderers are encouraged to submit their tenders through ECEPP in good time. The Purchaser and the Bank bear no responsibility for the failure of the Tenderer to submit its Tender on time.

ITT 24 Withdrawal, Substitution, and Modification of Tenders

24 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by using the functions in ECEPP, providing this action is completed prior to the deadline for submission of Tenders in accordance with ITT 22. Tenders that are withdrawn as per ITT 24.1 shall be registered in ECEPP as 'withdrawn' but the tenders may not be accessed by the Purchaser and no record shall be kept of the tender price of the withdrawn tender.

ITT 25 Tender Opening

25.1 The Purchaser shall conduct the Tender opening in ECEPP. ECEPP shall record and produce a report of the key tender data submitted by the tender deadline: the name and address of the Tenderer; the Tender Price (per lot if applicable) whether a Tender Security was uploaded and any alternative Tender Price. Only discounts and alternative Tenders recorded during Tender opening shall be considered for evaluation. A copy of the record shall be distributed to all Tenderers who submitted tenders, and published in ECEPP.

26 Confidentiality

26.4 The parts of the tender which are marked by the Tenderer as confidential shall not be disclosed by the Purchaser to any persons within the Purchaser organization that have no role in the tendering, approving, auditing, monitoring, verifying or implementation of this contract or to any third parties. This provision shall not apply to the state authorities that have the attributions in auditing and verifying the tendering process or the implementation of the contract, or to judicial authorities. The provision shall not apply to the Bank and or any of its representatives assign to approve, implement, audit, investigate and monitor the implementation of the Project and of the contract.

E. Tender Evaluation and Comparison

The Purchaser shall use the criteria and methodologies indicated in Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

F. Award of Contract

ITT 35 **Award Criteria**

35.2 The maximum percentage by which quantities of buses may be increased is 15% of overall quantities but no more than 25% per type of buss.

The maximum percentage by which quantities may be decreased is 15% of overall quantities but no more than 25% per type of buss.

The maximum percentage by which **quantities of other equipment** to be supplied with the buses may be increased or decreased with up to maximum five (5) percent the contract price.

The Purchase shall also have the right to procure the alternative body styling for 18 m buses or the alternative to OBC-ITS: Upgrading the existing OBC-AVL as it deems necessary at the unit prices and up to the quantities indicated in the Price Schedule for Goods (Optional Deliveries).

The Tenderer shall not have right to opt out to provide additional quantities by the Purchaser. If they do so their offer may be reject and the tender security forfeited.

ITT 35 **Notification of Award**

36 The Purchaser will notify the successful tenderer using ECEPP.