

ЈУН ИСТРАЖИВАЊЕ И РАЗВОЈ ДОО Београд
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CLARIFICATION NO.11

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ICB No. IOP/09-2015/NCE/2

Project: Public sector research and development
Subproject: New capital equipment
Procurement: Procurement of capital equipment

No.	Reference to PN/ Bidding documents	Question	Answer
		Questions dated: 03/02/2016/	
1	Bidding document	Please let us know if it would be acceptable for you that we would transfer the amount of Bid Security (2.5%), instead of irrevocable bank guarantee?	No. It must be submitted Bank guarantee for Bid Security
2	Bidding document	ITB 14.8 (b) Please confirm that the import taxes will be paid by the Bidder (in case of award), and the customs administration would be managed by the Purchaser?	Please, refer to Corrigendum no. 7 of the bidding document.
3	Bidding document	ITB 19.1 Kindly let us know if it would be acceptable bank guarantee more than 2.5% of Bid value.	Yes.
		Questions dated: 04/02/2016/	
1	ANNEX I, Technical Specifications	Lot 46. item 46.2 Ultrasonic sonicator From the moment of expressing the need for this device and composing the specifications to initiating the tender procedure, there have been changes in the technical characteristics. Please consider the option of changing the technical specifications even though in clarification no. 6 dated 20.01.2016,	6. Yes. 8. Yes. 10. Yes. 12. Yes. 17. Yes.

	to the questions dated 14.01.2016, to the potential bidder who posed the question on the change of technical specifications, you replied with a negative answer. After the market research we have established that there are no more supplies of this model with the characteristics which the user requested. New model kept all important technical characteristics and is improved. 6. Titanium horn: Ø 22mm (max. Amplitude at horn 30 µm) Is it acceptable to offer the model which is delivered with Ti horn fi 18 mm? 8. Grade: IP 120 Is it acceptable to offer the model which has built in protection IP 41? 10. Timer: from 00:00 to 99:59 (min:s) Is it acceptable to offer the model which has built in timer? 12. Power meter: versatile, for display of current power, cumulated energy and cumulated time, 220 to 240 V, ~ 50 to 60 Hz Is it acceptable to offer the model which has built in Power Meter? 17. PC control with power and temperature recording, including temperature probe consisting of interface box (aluminium, 105x80x30), connection cable leading to the 9-pin DSUB socket (RS232) at the PC Is it acceptable to offer the model which has built in PC control, and not interface box?	
2	ANNEX I, Technical Specifications Regarding clarification no. 8 published 29.01.2016, and clause 11 and the change made after the clarification no. 5, on the same date, for lot 9 we would like to ask the following question: Is the criteria for fulfilment of the technical specification the EU regulation no. 589/2014 in accordance with which you made the Corrigendum and which implies all devices (magnetic sector or MS/MS) which fulfil the mentioned regulation? We noticed that in the changed specification, instead of EI, CI source there is an option of offering the APGC source which represents the solution of one manufacturer of the goods. Considering that you have accepted the change of the technical solution (in such a way that it is possible to offer Magnetic sector and Tandem quadrupole) we expect you to change the bidding document, in order to	Please, refer to Corrigendum no. 7 of the bidding document.

		enable the participation of the bidders who plan to offer APGC MS/MS system, which will result in adjusting the specification to a larger number of bidders, who can offer GC-MS/MS technique and devices which are in accordance with the mentioned EU regulation (we mention that the criterion for acceptance of the change was regulation 589/2014!).	
3	Bidding document	The section GCC 16.1 starts with: Advance Payment: Forty (40) percent of the Contract Price shall be paid within forty five (45) days from the day of submission of invoice and bank guarantees. An invoice is issued on the date of shipment, is a pro forma invoice OK for this purpose? What exactly is meant by "Unified Customs Document"? The internet does not tell us what documents are meant with this expression. Questions dated: 05/02/2016/ Considering that by the bidding document and through Clarification no. 7, you have approved the submission of bids in Serbian language, please clarify if, in that case, it will be acceptable to submit Annex I(Technical specifications and technical offer), Annex II (Price schedule) and brochure of the manufacturer in English language? Bidding document Section III 2.1.5. Evaluation and qualification criteria, defines the way in which Legal capability of the bidder is to be evidenced. Is it necessary to submit the certificates issued by the Commercial and Magistrates' Court, as evidence that the bidder is not under any prohibition of performance of activities, which is in force at the time of publishing the call for bid submission? Bidding document, Section III, 2.3.1 Evaluation and qualification criteria, defines the way in which Professional capacity of the bidder is to be evidenced, and the necessary forms to be submitted are forms EXP Experience, Confirmation letter form a client, copy of the signed contract and the List of references.	Please, refer to Corrigendum no. 8 of the bidding document. Please, refer to Corrigendum no. 7 of the bidding document Yes. No. If the client is JUP "Istraživanje i razvoj" d.o.o. Beograd, it is not necessary to submit the Confirmation letter. List of references includes the list of
4	Bidding document		
1	Bidding document		
2	Bidding document		
3	Bidding document		

		If the client is JUP "Istraživanje i razvoj" d.o.o. Beograd, will it be acceptable to submit the copy of signed contract and Form EXP Experience or is it necessary to submit the Confirmation letter as well? Can you define precisely what the List of references should include and is it to be submitted in one copy for all lots? Is it acceptable to submit the copies of Confirmation letters from clients?	referent contracts and is to be submitted in one copy. Yes.
		Questions dated: 08/02/2016/	
1	Bidding document	In which form of the bidding document should we put, in case of contract award, that we will ask for an advance payment?	It is enough to submit the Statement on the letterhead of the company, signed and stamped.
		Questions dated: 10/02/2016/	
1	Bidding document	Is it acceptable in ANNEX II for part "training, if applicable" and "other services, if applicable" state that the training price, i.e. service price included in the price of the equipment?	No. If the technical specification foresees „training“, the price should be expressed in accordance with the Annex II.
		Questions dated: 11/02/2016/	
	Bidding document	Regarding ITB 14.8 (b) (i) and (c) (v) which, according to the latest changes, states „Goods should be delivered to the final destination – in accordance with the Section VII – Schedule of Requirements, Technical Specification and corresponding documents. Bid Price should be quoted: DAP+UNLOADED." Considering that DAP implies: DAP – Delivered At Place (named place of destination) Incoterms 2010 defines DAP as 'Delivered at Place' - the seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination. Under DAP terms, the risk passes from seller to buyer from the point of destination mentioned in the contract of delivery. Once goods are ready for shipment, the necessary packing is carried out by the seller at his own cost, so that the goods reach their final destination safely. All necessary legal formalities in the exporting country are completed by the seller at his own cost and risk to clear the goods for export.	In accordance with Section IV Bidding forms, Bid form, under clause (e) Bidder inserts the total price of his bid, which is to be expressed VAT excluded, determined in the Republic of Serbia. Section X Contract forms, in Contract on procurement of goods, contract price is inserted in the way described in its model. According to Dap parity, customs and VAT is paid by the purchaser, i.e. the importer.

	After arrival of the goods in the country of destination, the customs clearance in the importing country needs to be completed by the buyer at his own cost and risk, including all customs duties and taxes. Under DAP terms, all carriage expenses with any terminal expenses are paid by seller up to the agreed destination point. The necessary unloading cost at final destination has to be borne by seller under DAP terms. If unloading cannot be carried out by the seller, it might be better to ship under DAT (Delivered At Terminal) terms instead. According to this parity, custom duties and VAT is to be paid by the purchaser. Section II Bid data Sheet (BDS) states: ITB Comparison shall be done based on the parity: DAP+UNLOADED 35.1 Section VII – Schedule of requests. Having this in mind we presume that we as the domestic bidder should provide the price according to the parity DAP in order to make the prices of domestic and foreign bidders be comparable, and then after express the customs duties and VAT. Regarding this we ask you to reply if it is acceptable to express the bid in the following way: Price according to parity DAP =xx EUR Customs duties =xz EUR VAT=zz EUR Total price including customs duties and VAT = xx xz zz EUR If you enter into contract with domestic bidder, will the Contract imply the price VAT included which includes the customs expenses or are you exempt from paying the customs duties and/or VAT? Please provide us with an exact answer.	The price cannot be expressed in the way you mention, but in the way it is requested in the bidding document. In accordance with the Financial agreement concluded between the Republic of Serbia and the European Investment bank Fi N. 25.497 which was ratified by the Law on ratification of the financial agreement (Public sector Research and Development) between the Republic of Serbia and the European Investment bank (Official Gazette of RS MU - 5/2010), the loan means, according to the article 6.01, cannot be used to pay VAT, custom duties and other import duties, taxes and charges created during the realization and implementation of the Project.
2	Bidding document	Verified by a stamp and signature, contract is to be submitted with the bid.

		We interpret page 32 ITB 11.1 (j) that the Contract Agreement on procurement of goods should be sent with the bid too. However, on page 104 below the title it says that only the successful bidder should send the contract. Shall the contract on pages 104 + 105 be sent with the bid or only in case of success?	
		Questions dated: 12/02/2016/	
1	ANNEX I, Technical Specifications	1. The first part of the payment terms on pages 100 + 101 reads: i) Advance Payment: Forty (40) percent of the Contract Price shall be paid within forty five (45) days from the day of submission of invoice and bank guarantees: (1) for performance security of the contract and (2) advance payment in equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser. An invoice is issued on the day of shipping, which would be a contradiction to a payment in advance, which occurs before shipping, is a proforma invoice OK for you? 2. “(...) (1) for performance security of the contract and (2) advance payment in equivalent amount (...)” The performance security is 10% of the total amount and the advance payment is 40%, I do not understand “equivalent amount”, can you please explain?	1. Yes. Please, refer to Corrigendum no. 8 of the bidding document. 2. Section IX of the bidding document, Special conditions of contract, clause 16.1. (i) the term "equivalent amount" in this context refers to the already mentioned amount of 40% of the Contract Price, to which the advance payment guarantee is to be submitted. 