

УПРАВЉАЊЕ И РАЗВОЈ ЈУРО БЕОГРАД
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CLARIFICATION No.3
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Project: Public Sector Research and Development
Subproject: New Capital Equipment
Procurement: Procurement of Capital Equipment

Qtms. No.	Reference in PN/ Tender dossier	Questions	Answers
1		<p>Questions dated: 22/02/2016</p> <p><u>Clause 3.2 on page 9</u> <i>In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.</i></p> <p>Q: A legal obligation to compel behaviour of an independent third party over whom you have no control is not viable and there is no 'application' by Suppliers so please confirm that amendments indicated above are acceptable?</p>	<p>Suggested amendments are not acceptable.</p>
2		<p><u>Clause 8.2 on page 11</u> 8.2 Any Corrigendum issued shall be part of the Bidding Documents and shall. The Purchaser shall also, no later than eight (8) days prior to deadline for submission of the bids, send by e-mail the Corriendum to the bidders that obtained bidding document from the Purchaser, in accordance with ITB 7.1. Q: What are the missing words after 'and shall'?</p>	<p>This is technical error. Clause 8.2 on page 11 reads: <i>Any Corrigendum issued shall be part of the Bidding Documents. The Purchaser shall also, no later than eight (8) days prior to deadline for submission of the bids, send by e-mail the Corriendum to the bidders that obtained bidding document from the Purchaser, in accordance with ITB 7.1.</i></p>
3		<p><u>Clause 11.1 (h) on page 12 :</u> (h) documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible</p>	<p>In accordance with Clause 16.3 on page 15: <u>The documentary evidence</u> may be in the form of literature, drawings or data, and shall consist of a</p>

	<p><i>origin;</i></p> <p>Q: Where can we find the country of origin declaration in the Technical Specification and what can we offer as documentary evidence of the country of origin?</p>	<p>detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.</p>
4	<p><u>Clause 12.1 on page 12</u></p> <p><i>The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.</i></p> <p>Q: Does this mean that Bids must be submitted exactly as in the Bid documentation and that no modifications or counter proposals at all will be accepted?</p>	<p>The bid must be submitted exactly in accordance with the Bidding documents.</p>
5	<p><u>Clause 12.1 on page 12</u></p> <p><i>The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.</i></p> <p>Q: ITB 20.2 only refers to the Power of Attorney, is that reference correct?</p>	<p>The reference in the text to ITB 20.2, which refers to the Power of Attorney, is correct.</p>
6	<p><u>Clause 17.2 on page 16</u></p> <p><i>(b) that, if required in the BDS, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and</i></p> <p>Q: We are a company based in Slovenia, from where we also support Serbia and we do not have local agent in Serbia. Is that enough to satisfy the Bid requirements?</p>	<p>No, it is not enough to satisfy the requirements made in Bidding documents.</p> <p>In the Bidding documents it is stated that it is necessary to be represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.</p> <p>In accordance with the General Technical Requirements, item 9.10: „The bidder shall provide or secure the provision of a local reliable warranty-backed after-sales service in Serbia for each item</p>

			<p>offered. Technical offer shall include a description of how the service will be provided by a local organisation authorized by the manufacturer including name of the service organisation, postal address, telephone, facsimile number and e-mail address”.</p>
7		<p><u>Clause 25.3 on page 21</u> <i>All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialled by representatives of the Purchaser attending bid opening in the manner specified in the BDS. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).</i> Q: Elsewhere in the Bid documents it states that discounts and alternative bids will not be considered. Please clarify the position?</p>	<p>In Section II. Bid Data Sheet (BDS) the following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in Bid Data Sheet (BDS) shall prevail over those in the Instructions to Bidders (ITB). In accordance with the Section II. Bid Data Sheet (BDS), ITB 13.1 „Alternative Bids and discounts shall not be considered”. In accordance with the Section II. Bid Data Sheet (BDS), ITB 14.6 „Discounts will not be taken into consideration”.</p>
8		<p><u>Clause 29.4 on page 23</u> <i>If a Bid is not substantially responsive to the requirements of Bidding Documents or financially does not comply with the Purchaser’s Procurement Plan, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</i> Q: Where can the Procurement Plan be found?</p>	<p>For the preparation of the bid you do not need a procurement plan. The Procurement Plan is not available to the Bidders considering that it is internal document of the Purchaser.</p>
9		<p><u>Clause 39.1 on page 27</u> <i>At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents</i> Q: This contradicts ITB39.1 which states that quantity can increase by</p>	<p>The right to vary +/- 100 % refers to each item, in the terms that prospective variation of item related to item in its total, specified in the bid and that such prospective variation of the quantity/quantities of the bid can not exceed 25% of its financial offer value.</p>

	up to +/- 100% but price only by 25% and same unit price will still apply. Please explain how this can be reconciled.	
10	<p><u>Clause 42.1 on page 29</u> <i>Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's</i></p> <p>Q: ITB 34.5 deals with VAT – is it the correct reference?</p>	Yes, it is the correct reference.
11	<p><u>ITB 39.1 on page 35</u> <i>The Purchaser reserves the right to vary quantities specified in the bid by +/- 100 % at the time of contracting. The total value of the supplies may not, as a result of the variation rise or fall by more than 25 % of the original financial offer in the bid. The unit prices quoted in the bid shall be used.</i></p> <p>Q: As stated above we do not see how it is possible to change quantity by 100%, limit value to 25% and still use same until price. Please explain how this provision is intended to operate?</p>	The right to vary +/- 100 % refers to each item, in the terms that prospective variation of item related to item in its total, specified in the bid and that such prospective variation of the quantity/quantities of the bid can not exceed 25% of its financial offer value.
12	<p><u>Section III – Qualification (ITB 36) on page 37</u> <i>The Purchaser shall carry out the evaluation of the Bidder's qualifications in accordance with ITB 36, using only the requirements specified below. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.</i></p> <p>Q: There is no ITB 36 so where are the evaluation criteria stated?</p>	ITB 36. is Clause 36. on page 26. Evaluation criteria are stated in Section III, Evaluation and Qualification Criteria.
13	<p><u>Qualification Table: 2.1 Requirement on page 39</u> <i>Bidders will be excluded from participation in the procurement procedure if:...</i> <i>....it does not guarantee that it holds the rights to intellectual property</i></p> <p>Q: Where Goods include items provided by third party manufacturers Supplier will not own the underlying IPR in those goods and may only have right to licence or sub-licence. Does this disqualify Supplier and,</p>	This is general statement. Bidder must provide evidence, by common law countries in which they are established, evidencing they do not fall into the above categories. Where state of bidders registration does not issue above mentioned evidences, instead of evidence bidder shall submit its written statement, given

	<p>if not, please clarify what IPR Supplier is required to have rights to?</p>	<p>subject to criminal and material liability and certified by the court, administrative body, public notary, or another competent body of that state.</p>
14	<p><u>2.4.1. Technical Capacity on page 43 & Form EXP on pages 52</u> <i>Evidence: Copies of signed contracts (with the list of delivered items which includes quantity and prices) and Confirmation Letters from Client.</i> Q: Is it enough to provide customer orders and proof of payments or are copies of entire contracts required?</p>	<p>The copies of signed contracts are required.</p>
15	<p><u>2.4.1. Technical Capacity on page 43 & Form EXP on pages 52</u> <i>Evidence: Copies of signed contracts (with the list of delivered items which includes quantity and prices) and Confirmation Letters from Client</i> Q: If copies of contracts required what arrangements are in place to ensure commercail confidentiality of those contracts maintained and is redaction of sensitive items acceptable?</p>	<p>All information regarding the Technical capacity of Bidder, stated in submitted Bids, are confidential and will not be made public. Only members of the Procurement Committee have insight into the above mentioned documentation.</p>
16	<p><u>Section IV: Letter of Bid on page 45</u> <i>We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)</i> Q: Does this mean no modification of Bid terms will be accepted?</p>	<p>This means that the Bidder has read and agreed to all terms in the Bidding Documents, including every Corrigendum which was issued during the tender procedure. No modification of Bid terms will be accepted.</p>
17	<p><u>Form: Fin: Economic and Financial Capacity on page 51</u> Q: What procedures are in place to protect confidentiality of any non-public financial information contained in balance sheets and related notes?</p>	<p>All documents regarding the financial information contained in balance sheets and related notes, stated in submitted Bids are confidential and will not be made public. Only members of the Procurement Committee have insight into the above mentioned documentation.</p>
18	<p><u>STATEMENT on page 60</u> Bidder: _____, in the procurement of _____, respect the obligations arising from applicable regulations on occupational safety, employment and working conditions, environmental protection, and I guarantee that I am the holder of intellectual property rights Q: Where Goods include items provided by third party manufacturers Supplier will not own the underlying IPR in those goods and may only have right to licence or sub-licence. Does this disqualify Supplier and, if not, please clarify what IPR Supplier is required to have rights to?</p>	<p>Please refer to the answer to question no. 13.</p>

19	<p><u>Section VII: General Technical Requirements 7.1 on page 72</u> <i>Suppliers are required to maintain a satisfactory level of spare parts/accessories/consumables stock for at least during the warranty and after sales services period.</i> Q: What is a satisfactory level of spares etc? Please provide definition/explanatin as to who this is to objectively assessed.</p>	<p>This is general statement. It refers to the needed number of spare parts/accessories/consumables stock in order to ensure the maintenance of goods at least during the warranty and after sales services period.</p>
20	<p><u>General Technical Requirements 8.10.1 (a) on page 76</u> <i>The Supplier will be responsible for the provision of any temporary works or access necessary for the correct installation of the supplied equipment.</i> Q: What does this mean? Should provision of 'access' be Purchaser's responsibility?</p>	<p>As stated, this is Supplier's responsibility in order to provide correct installation of the supplied equipment. Also, please refer to General Technical Requirements, Article 8. Installation, Clause 8.6 - in the table is described the division of responsibilities between the Supplier and the Beneficiaries for the installation and site works, item 3. regards the installation.</p>
21	<p><u>General Technical Requirements 9 Warranty on page 75</u> Q: Please explain full extent of warranty requested and confirm whether or not phrases: <i>in case of reported item malfunction would repair or replace the product at no charge. (9.2); and</i> <i>In the event of failure of the supplies' operability during the warranty period the Supplier shall restore it (9.5)</i> mean that a full repairing warranty including accidental damage however caused is required.</p>	<p>All Bidders must offer a full warranty repair or replace the product during the specified warranty period. This does not include repair caused by accidental damage of goods.</p>
22	<p><u>Section VIII: General Conditions of Contract Clause 7.2 on page 83</u> <i>All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</i> Q: Please confirm whether origin requirements relates to overall Goods or to each individual component within the Goods.</p>	<p>The origin requirements relate to overall Goods.</p>
23	<p><u>GCC: Clause 16.3 on page 85</u> <i>Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for</i></p>	<p>The Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the</p>

	<p><i>payment by the Supplier, and after the Purchaser has accepted it.</i></p> <p>Q: This is inconsistent with the SCC, which provides 45 days for payment. Which is correct?</p> <p><u>Section IX: Special Conditions of Contract: GCC 15.1 on page 102</u></p> <p><i>The prices charged for the Goods supplied and the related Services performed shall not be adjustable.</i></p> <p>Q: This is inconsistent with a number of other Bid provisions including ITB 39.1. Please explain precisely all circumstances in which price may be adjusted and the adjustment mechanism in each case.</p>	<p>provisions of Special Conditions of Contract (SCC) shall prevail over those in the General Conditions of Contract (GCC).</p> <p>In accordance with GCC 15.1: „The prices charged for the Goods supplied and the related Services performed shall not be adjustable”.</p> <p>Also, please refer to the answer to question no. 7.</p>
24	<p>Questions dated: 23/02/2016</p> <p>If we would not request any payment before the goods delivered, shall Letter of Intent of commercial bank on submission of Performance Guarantee (Security) (11.1j) be required? If yes, what amount of percentage?</p>	
25	<p>Lot no. 105, please clarify: What is mixer retention time?</p>	<p>Letter of Intent of commercial bank on submission of Performance Guarantee (Security) is required, on the amount of 10% of the Bid.</p>
26	<p>Lot no. 105, please clarify: What is mixer retention time?</p>	<p>Retention time, h = Mixer active volume, m3 / Total flow (aq+org+recycle), m3/h</p> <p>The settler requirement is normally express as the active surface area of the settler. The area of the settler is a function of the settling velocity or the surface loading of the liquid system? The surface loading is expressed in m/h and can be experimentally measured. By dividing the total flow, m3/h, with the surface loading, m/h, you will have an indication of the surface area, m2, of the settler. Or, if you know the surface area of the settler, you can calculate the max. total flow at a given surface loading of the liquid system. Active mixer volume is 0,00012 m3 and a settler area is 0,006m2. Mixer settler units 0,48 liter with a loading surface area of 0,006 m2. Recommended max. total flow (org+aq+recycle) is 10 l/h at normal settling velocity.</p>
27	<p>Lot no. 105, please clarify: What is settler area requirement? It normally stated as cubic meters per hour per square meter, m3/h/m2</p>	

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