

**PROCUREMENT OF EQUIPMENT FOR BIOSENSE INSTITUTE IN
NOVI SAD, SERBIA
(PROCUREMENT NO. IOP/41-2019/RD)**

CLARIFICATION NO. 3

Issued on March 6, 2020

Regarding the list of questions that the Purchaser, Public Investment Management Office Belgrade, No. 11 Nemanjina street, have received from the potential bidders, concerning the procurement procedure: Procurement of Equipment for BioSense Institute in Novi Sad, Serbia no. IOP/41-2019/RD, we give you the following answers:

Question 1:

Section II. Bidding Data Sheet (BDS)

ITB 22.4 , Page 33.

Written confirmation authorizing the signatory of the Bid.

Please confirm that, if the bid is signed by the Legal representative, it is not necessary to submit the document Written confirmation authorizing the signatory of the Bid.

Answer 1:

It is necessary to submit the document Written confirmation authorizing the signatory of the Bid.

Question 2:

Section II. Bidding Data Sheet (BDS)

ITB 22.1, Page 33.

In addition to the original of the bid, the number of copies is: 1, plus 1 CD with electronic copy of the bid (all documents in PDF format apart from the Price Schedules which should be in Excel).

Please confirm that CD with electronic copy of the bid must be submitted as an integral part of the envelope with Bid original.

Answer 2:

Yes, we confirm that CD with electronic copy of the bid must be submitted as an integral part of the envelope with Bid original.

Question 3:

Section II. Bidding Data Sheet (BDS) / C. Preparation of Bids

ITB 10.1 , Page 31

The language of the bid is: English

All correspondence exchange shall be in English

Language for translation of supporting documents/documentary evidences and printed literature is English or Serbian, except for documents and evidences made in Serbian or issued by the relevant authority in Serbian language.

Please confirm what is the required language for the evidences specified in sections, Pages 40-43:

- (a) Legal Capability
- (b) Financial Capability
- (c) Business Capability
- (d) Personnel Capability
- (e) Technical Capability

Please confirm that evidences issued by relevant Serbian authority can be provided in Serbian language, uncertified copy (legal capability).

Please also confirm what is the required language for evidences providing the fulfillment of all other requirements (financial, business, personnel, technical capability) ?

Answer 3:

All documents and evidences made in Serbian or issued by the relevant authority in Serbian language you don't need to translation.

Supporting documents/documentary evidences and printed literature shall be in English or Serbian. According to that, language for required evidences (legal capability, financial, business, personnel, technical capability) if they are issued by relevant authority in Serbia you do not need to translate.

Question 4:

Please confirm that Join Venture Partner Information Form, Page 46, has not to be provided by the bidder if the company is not the part of Joint Venture?

Answer 4:

The bidder need not submit Join Venture Partner Information Form if the company is not the part of Joint Venture.

Question 5:

Section IX. Contract Forms

Contract Agreement, Page 92.

[insert Contract Price - total DAP price (insured and delivered on site, excluding VAT and Custom Duties on import)]

Will this transaction be qualified for the exemption from VAT, customs, import duties and other taxes, according to Serbian laws?

Which is the appropriate address for submitting the necessary documentation, while requiring VAT Exemption Certificate?

How long is the period in which VAT Exemption Certificate will be provided, after documents submission?

Is there a minimum required number of days for documents submission, which will ensure “on-time” Certificate for customs and import duties exemption?

Answer 5:

Yes, this transaction will be qualified for the exemption from VAT, customs, import duties and other taxes, according to Serbian laws.

Pursuant to Article 6, paragraph 6.01 of the Law on the Confirmation of the Financial Agreement (research and development in the public sector) between the Republic of Serbia and the European Investment Bank (RS Official Gazette – International Agreements No 5/2010), the loan funds cannot be used to make payments of value added tax (VAT) chargeable on transactions and imports of goods and services, of customs and other import duties, and of taxes and other charges arising in the performance and implementation of the Project. Consequently, and considering that the procurement in question is funded under the aforementioned Financial Agreement, the Contracting Authority is required to exempt the goods from value added tax (Art. 24(1)(16b) of the Value Added Tax Law). This means that, upon signing the contract for the respective procurement, and fulfilling other obligations envisaged in the tender documents (submitting guarantees, etc.), the bidder shall submit a pro-forma invoice /invoice, invoicing the VAT, so that a tax exemption can be made on the basis thereof. Specifically, in accordance with the provisions

of the Rules on the modalities and procedure for seeking VAT exemption with the right to deduct the input tax, the tax exemption shall apply to both imports and internal transactions. In the case of imports, for goods that have not been previously imported, the supplier shall submit a foreign invoice with translation (the end-user must be specified in the foreign invoice), and for VAT exemptions in internal transactions, the supplier shall submit a pro-forma invoice (the VAT must be invoiced in the pro-forma invoice). Upon being granted the tax exemption on imports, the supplier may import the goods concerned, and upon being granted the exemption from tax on internal transactions, he may deliver the goods concerned. Upon delivery, the supplier shall issue an invoice/bill of lading without invoicing the VAT, stating the obligatory tax exemption mention with the tax exemption number and date. The supplier shall take care of all customs liabilities, or any exemptions from customs duties.

Address for submitting the necessary documentation is: Krunska Street 58, 11000 Belgrade.

Question 6:

Section VIII. Special Conditions of Contract

GCC 17.4, Page 90.

Discharge of the Performance Security shall take place: 1 (one) year upon on receipt of the Goods and implementation of all related services related to proper functioning of goods, such as but not limited to - installation, burn testing, training etc.

In Section IX. Contract Forms, Page 94., in footnote 11, there is stated: "Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee."

Warranty periods are defined in Technical Requirement Sheets (Excel Files). In case of Lot08_ElectricalMeasurements, in sheet "8.1 Signal Generator", required warranty period is "3 years or more".

Is this affecting Performance Security amount and expiration date? Is it 1 year in this case, too?

Answer 6:

Warranty periods are defined in Technical Requirement Sheets (Excel Files), for Lot 8 Electrical Measurements, where is the warranty period defined for period 3 years or more", will not affect Performance Security amount and expiration date because period Performance Security is 1 year.

Question 7:

While the purchaser, Public Investment Management Office, is direct budget beneficiary, are suppliers obligated to register invoices and request for payments, under this Procurement, in the Serbian Central Invoice Register?

Answer 7:

Yes, suppliers obligated to register invoices and request for payments, under this Procurement, in the Serbian Central Invoice Register.

Question 8:

I have a question regarding the Bid Security (Bank Guarantee) which is requested for "Procurement of Equipment for BioSense Institute in Novi Sad, Serbia" IOP/41-2019/RD.

The form states two entries called [name of contract] and [IFB number]. Does [name of contract] equals to " Procurement of Equipment for BioSense Institute in Novi Sad, Serbia" and [IFB number] equals to IOP/41-2019/RD for this tender?

What about "BID GUARANTEE No.:"? Shall this be a number issued by the bank which gives the bank guarantee?

Answer 8:

Yes, [name of contract] equals to " Procurement of Equipment for BioSense Institute in Novi Sad, Serbia" and yes, [IFB number] equals to IOP/41-2019/RD for this tender.

Yes, this number shall be issued by the bank which gives the bank guarantee.

Question 9:

Documents Comprising the Bid 11.1(g) on page 14 states the following: "documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted"

Documents Establishing the Qualifications of the Bidder 19.1 (c) on page 17 states the following: "that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria."

Postqualification Requirements (ITB 37.2) (Section III) on pages 41-44 state different documentary evidence.

Do we need to supply these documentary evidences with our bid, or does these documentary evidences need to be supplied only after successful award of tender?

Answer 9:

When submitting bids, all necessary documentation required by the tender documentation must be submitted. That is, it is necessary to submit in the tender documentation all documentation required on pages 41-44.

Question 10:

The form "Bid Security (Bank Guarantee)" on page 51 states two entries called [name of contract] and [IFB number]. Does [name of contract] equals to "Procurement of Equipment for BioSense Institute in Novi Sad, Serbia" and [IFB number] equals to "IOP/41-2019/RD" for this tender? If not, what else needs to be inserted there?

What about "BID GUARANTEE No.:"? Shall this be a number issued by the bank which gives the bank guarantee?

Answer 10:

See clarification no.3, answer no.8.

Question 11:

The form "Bid Security (Bank Guarantee)" on page 51 states Beneficiary:
_____ [Name and Address of Purchaser] What is the exact Name and Address of the Purchaser to be filled in here?

Answer 11:

Exact Name and Address of the Purchaser is:

Kancelarija za upravljanje javnim ulaganjima

Attention: no. 11, Nemanjina street

City: 11000 Belgrade

Country: The Republic of Serbia

Question 12:

Bid Security 21.2 (b) states "The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Purchaser's Country or a freely convertible currency, and shall (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Purchaser's Country, it shall have a correspondent financial institution located in the Purchaser's Country to make it

enforceable."

How can we ensure that our financial institution fulfills the requirement "it shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable"? Does this mean that our financial institution needs to have a partner financial institution in Serbia? Or is there some international register where they have to be accredited or similar? How can they prove to us that they fulfill this requirement?

Answer 12:

In international standard banking practice, Security represent the irrevocable obligation of the guarantor bank to pay the guaranteed amount at the first call of the guarantor.

By issuing a security, the guarantor has assumed an irrevocable obligation to pay the beneficiary up to the amount of the security, provided that the terms of the security are clear and demonstrable, and prescribed by tender documentation.

From all of the above, it is not necessary for your financial institution to have a partner financial institution in Serbia.

Question 13:

Can you please specify the "Tendering No." and the "Invitation for Tender No." to be filled in in the Statement of Integrity form on page 54 and in the Environmental and Social Covenant form on page 57?

I guess Tendering No. will be IOP/41-2019/RD? What about "Invitation for Tender No."?

Answer 13:

In the Statement of Integrity form on page 54 and in the Environmental and Social Covenant form on page 57, for the "Tendering No." and the "Invitation for Tender No." you can specify the procurement number: IOP/41-2019/RD and the procurement name: Procurement of Equipment for BioSense Institute in Novi Sad, Serbia.

The documents the Statement of Integrity and The Environmental and Social Covenant must be signed and submitted in Bid.

Question 14:

The form "Environmental and Social Covenant" on page 57 includes some placeholders [insert Name of the contracting authority]. Am I right that the correct term to be filled in there is "Public

Investment Management Office No. 11 Nemanjina street, 11000 Belgrade, The Republic of Serbia"?

Answer 14:

Yes, term to shall filled in there is "Public Investment Management Office No. 11 Nemanjina street, 11000 Belgrade, The Republic of Serbia"

The document The Environmental and Social Covenant must be signed and submitted in Bid.

Question 15:

The Environmental and Social Covenant, Protection of the Environment (page 58): Do we have to specify a specific document where we define limits, specifications or stipulations to which emissions, surface discharges and effluent from our activities will comply, or can we just refer to the international and national legislation and regulations applicable in the country of implementation of the contract without mentioning a specific document?

The Environmental and Social Covenant, Environmental and social performance (page 58):
[insert periodicity as indicated in the tender documents] -> We did not find any indication for the periodicity in the tender documents. Could you please specify this further?
[insert name of the relevant document if applicable] -> Am I right in my assumption, that such a document is not absolutely necessary to be eligible for bidding?

Answer 15:

The document The Environmental and Social Covenant must be signed and submitted in Bid.

Question 16:

Documents Establishing the Qualifications of the Bidder 19.1 (b) (page 17) The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction: (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.

Lot 2 - Atmospheric Diagnostics consists of ID 2.1 (Real-time bioaerosol monitor, QTY: 1) and ID2.2 (UV laser 337nm, QTY: 2)

We as manufacturer, supplier and bidder of the real-time bioaerosol monitor we want to offer, do not have a permanent agent inside Serbia at the moment. To date we provide our services (maintenance, repair and spare parts-stocking, ...) with personnel which travels to Serbia in case of such services are required by the purchaser. Is this a possible solution or are we only eligible

to bid if we (will) have a permanent agent inside Serbia?

Is there a requirement for a permanent agent inside Serbia for the two UV lasers from manufacturer LTB Lasertechnik Berlin GmbH (ID2.2) which have to be offered within this lot 2?

Answer 16:

Bidder, in case he is manufacturer, supplier and bidder, and do not have a permanent Agent in Serbia is eligible to bid in subject procurement.

According to Tender documentation, Section III. Evaluation and Qualification Criteria, 2. Post qualification Requirements (ITB 37.2), e) Technical Capability: Bidder is obliged to provide Service capacity by Service company which shall employ minimum number of qualified persons – certified by the manufacturer of equipment for servicing - 1 (one), but without specifying or requiring that they have to provide a representative Agent in the Purchaser country i.e. Service company on territory Serbia or that the Bidder doing business within the Purchaser country.

Question 17:

Documents Comprising the Bid 11.1 (d) (page 14) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid -> Is it enough to complete the Bid Submission Form or is there other documentary evidence necessary to fulfill this point satisfactory? If Yes what kind of documentary do you expect?

Documents Comprising the Bid 11.1 (e) (page 14) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin -> Is it enough to complete the country of origin declarations in the Table of Technical Specification (Excel-Sheet Lot02_Atmospheric-Diagnostics.xlsx, Colum D) or is there other documentary evidence necessary to fulfill this point satisfactory? If Yes what kind of documentary do you expect?

Answer 17:

The tender must provide all documentation (completed forms, filled excel tables, required evidence and all supporting documentation) required by the tender documentation.

It is necessary to act in accordance with Tender documentation in Section VI. Schedule of Requirements in 2. Technical Specifications: Column H allows the bidder to make references to the technical documentation (data sheet, catalogue, brochure or other technical documentation)

Question 18:

Postqualification Requirements (ITB 37.2) (page 41-43) (a) Legal Capability, (b) Financial

Capability, (c) Business Capability, (d) Personnel Capability -> Especially the documents demanded for legal capability and financial capability do not exist in English or Serbian. They are issued from our government in the language of our country. Is this satisfactory? If not, how can we fulfill these requirements?

Answer 18:

Section II. Bidding Data Sheet (BDS) / C. Preparation of Bids

ITB 10.1 , Page 31

The language of the bid is: **English**

All correspondence exchange shall be in English

All documents and evidences made in Serbian or issued by the relevant authority in Serbian language you don't need to translation.

Supporting documents/documentary evidences and printed literature shall be in **English or Serbian**. According to that, language for required evidences (legal capability, financial, business, personnel, technical capability) if they are issued by relevant authority in Serbia you do not need to translate.

Public Procurement Committee