**PROCUREMENT OF EQUIPMENT FOR BIOSENSE INSTITUTE IN NOVI SAD, SERBIA**

**(PROCUREMENT NO. IOP/41-2019/RD)**

**CLARIFICATION NO. 9**

Issued on April 01, 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:**

Related Services and Completion Schedule (page 60/93). Minimum warranty period for all system components including free service maintenance, free spare and wear parts and sources – 1 (one) year or Manufacturer's Warranty if it is longer, unless other specified in Technical specification. Technical specification: ID 2.1 (16) - Warranty: two years.

According to the Tendering documents the warranty to be offered is two years. What is meant by ""free service maintenance"" which should be provided for the two years of warranty and therefore be included in the bidding price? If for example the offered device needs a yearly maintenance / inspection on site this should be included? If there will be updates of the software available for the device, based on an offered service, should this be included for two years?

**Answer 1:**

Apart from manufacturers work on site required for repairs and installation of replacement parts, the 2 year warranty period must include also the following:

1. Any maintenance that is required for continuous device operation during 2 year warranty period and which requires on site inspection by the manufacturer (e.g. if regular cleaning or calibration schedule needed for continuous comparable measurements require involvement of the manufacturer than these activities must be included in the 2 year warranty period)

2. Any firmware updates

**Question 2:**

Force Majeure (page 82/93). Technical specification: ID 2.1 (18) - Delivery time: 15 weeks after contracting

Under the actual circumstances caused by the corona virus we refer to clause 31 «Force Majeure» of the «General Conditions of Contract» included in the tender documentation. If we or our suppliers would not be able to deliver the goods within the required delivery time of 15 weeks because of the impact of the corona pandemic, an extension of the delivery time should be accepted without claims for damage or penalty for non-performance. Do you agree on such a statement?

**Answer 2:**

The actual circumstances caused by the coronavirus are considered «Force Majeure» defined by clause 31 of the «General Conditions of Contract».

An extension of the delivery time will be approved in accordance with the Contract, Bidding documentation and Laws of the Republic of Serbia.

Public Procurement Committee