

**PROCUREMENT OF EQUIPMENT FOR BIOSENSE INSTITUTE IN
NOVI SAD, SERBIA
(PROCUREMENT NO. IOP/58-2021/RD)**

Clarification no. 4

Issued on May 18, 2022

Regarding the list of questions that the Purchaser, Public Investment Management Office Belgrade, No. 11 Nemanjina street, has received from the potential bidders, concerning the procurement procedure: Equipment for Biosense Institute in Novi Sad, Serbia no. IOP/58-2021/RD, we give you the following answers:

Question 1:

Lot 13 - Electroacoustic measurement

Referring to the line 12 of ID 13,2 of the technical requirements for LOT13 - Electroacoustic measurements, please clarify Technical Specifications Requested related to this ID, since specifications corresponds to spectrum analyzers and are uncommon or don't exist on Source Measure Units. Please clarify or modify specifications accordingly.

Answer 1:

Please find the updated Excel file for Lot 13 and the Amendment No. 4 attached, reflecting the deletion of the requirement in line 12 of 13.2 for Source Measure Unit.

Question 2:

Given that the company for which we do the administration, wants to participate in this tender, and would perform in the consortium, whether the signatories of potential contracts if the bid is accepted can be both participants in the consortium or only one who is the consortium?

We read the rules, but we didn't find a clear description that would refer to a consortium or a group of two bidders!

Also, whether the delivery dates automatically carry the condition for payment or whether the service is completed in its entirety.

Answer 2:

On page 9 of the published Tender Document under PART 1, Section I. Instruction to Bidders (ITB), Section 4. Eligible Bidders, Subsection 4.1 stipulates that in case a bidder is a Joint Venture (JV): *The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of all the members of the JV* during the bidding process and, in the event the JV is awarded the Contract, *during contract execution*. This means that even if a

Joint Venture (consortium as described in the question) consists of only two members, the JV needs to nominate (authorize by the other member of the consortium) ***only one Representative*** that will act for and on behalf of the JV, including signing the contract. Please also note that in Section 11.1 (h) of ITB (Page 15) it is stipulated that: Bids submitted by a JV shall include ***a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement*** in the event of a successful Bid ***shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.*** Furthermore, on Page 35 in Section II. Bidding Data Sheet (BDS), referring to ITB 11.1 (h) ***in point 5***, it is stated that: JV Agreement ***must contain information on split of work and responsibilities of each of the JV member.*** This section further defines how members of a JV authorize a representative on Page 39 for ITB 22.3: In case of Joint Venture, all members shall authorize the Lead member to sign the Bid on their behalf (***either by Power of Attorney or explicitly in the Joint Venture agreement***). Most importantly regarding your question, on Page 97, in Section VII. General Conditions of Contract under the heading 6.1 it is explicitly stated that: If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and ***shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association.*** The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser. In other words, no, both members in a two-member JV cannot sign the contract with the Purchaser, but rather one has to nominate the other to act on its behalf and represent both of them.

In response to the second part of the question, as it is stated in Tender Documentation, Part 3-Contract, Section VIII. Special Conditions of Contract, point GCC 15.1, the method and conditions of payment to be made to the Supplier under the contract, shall be as follows:

i) Advance Payment: 50 (fifty) percent of the Contract Price shall be paid upon submission of invoice and bank guarantees in the form provided in the bidding documents or another form acceptable to the Purchaser:

(1) for contract performance amounting to 10 % of the Contract Price which shall be submitted to the Purchaser no later than 28 days after the Contract is signed and remain valid at least (one) year plus 45 days after the Delivery Date; and

(2) for advance payment in equivalent amount of the advance payment (50% of the contract Price) which shall be submitted to the Purchaser no later than 28 days after the Contract is signed and remain valid at least 45 days after the Delivery Date.

(ii) Upon receiving the Goods: 40 (forty) percent of the Contract Price shall be paid upon receipt of the Goods.

(iii) Upon Implementation of Related Services: Ten (10) percent of the Contract Price of the Goods shall be paid upon implementation of the following related services: installation, burn testing, training and commissioning (per item).

If no advance payment is required by the successful Bidder, 90 (ninety) percent of the Contract price shall be paid upon receipt of the Goods (sum of i) and ii) above) and 10 (ten) percent upon implementation of the related services as defined in iii) above. In this case no Advance Payment Security is required from the successful Bidder, but the Performance Security shall be submitted to the Purchaser no later than 28 days after the Contract is signed and remain valid at least (one) year upon receipt of the Goods and implementation of the following related services: installation, burn testing, training, and commissioning.

Payments shall be made only upon submission of the following documents:

For 50 % of advance payment:

1. Valid proforma invoice
2. Vat exemption decision

For payment of 40% i.e. 90% if there is no advance payment:

1. Valid invoice with delivery certificate

For payment of 10%:

1. Valid invoice
2. Certificate of commission and training performed
3. Vat exemption decision
4. Take over protocol

In case of different delivery schedules for different items within the same lot, for purposes of calculating the validity period of bank guarantees, the longest delivery schedule per item shall apply to the lot as a whole, i.e. to all items within the same lot.

For clarification purposes: Delivery period includes both receipt of the Goods and implementation of the following related services: installation, burn testing, training and commissioning. Delivery date is the final date where Supplier have finished all related services.

Please note that bearing in mind different delivery schedules for different items within the same lot, suppliers may submit individual invoices in accordance with the completed individual deliveries, which will be paid in accordance with the above conditions.

Question 3:

"We need clarification regarding Declaration of Fulfilment of Criteria for Qualitative Selection of Economic Operator (DFC) , page 72. Please clarify:

- Does question below apply to bidders from Serbia?

- If yes, should bidders from Serbia select Not applicable checkbox, and give information about Serbian Business Registers Agency.

Please see relevant part of document:

Does the economic operator have the certificate issued by a competent authority or body of registration to the official register of economic operators or a certificate issued by a competent certification body in a European Union Member State ?

If yes:

- a) provide the name of the registry or certificate and the relevant registration or certification number, if applicable:
- b) if the certificate of registration or certification is available electronically, state:
- c) references on which the registration or certification is based and, where applicable, the classification obtained in the official register :
- d) does the registration or certification cover all of the required qualitative criteria?

If not applicable:

For bidders from outside the European Union Member States and Serbia, please provide details of the the official name, address/internet address of the public authority, agency or other body of Bidder's registration.

Answer 3:

No, this question in the DFC *does not* apply to economic operators (bidders) established in Serbia. For bidders from Serbia, the previous question applies. Therefore, in this quoted section of the DFC about whether the economic operator has an EU Member State certificate, bidders from Serbia should check the NO box, unless they actually have a certificate issued in an EU Member State (which can be verified through e-Certis). The Serbian Business Registers Agency information can be put into the DFC, but it is not obligatory.

Question 4:

"We need clarification regarding Environmental and Social Covenant text given in Tender documentation on page 68.

We need clarification for text in-between squared brackets:

- [insert name of the relevant document] – Does this apply to bidders from Serbia? If yes, please specify what document should we state.

- [insert periodicity as indicated in the tender documents] - Does this apply to bidders from Serbia? If yes, please specify period (there is no indication in tender documents) and what reports you expect to receive.
- [insert name of the relevant document if applicable] - Does this apply to bidders from Serbia? If yes, please specify what document should we state.

Please see bellow relevant part of Environmental and Social Covenant:

Protection of the Environment. We commit to taking all reasonable steps to protect the environment on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. To this end, emissions, surface discharges and effluent from our activities will comply with the limits, specifications or stipulations as defined in [insert name of the relevant document] and the international and national legislation and regulations applicable in the country of implementation of the contract.

Environmental and social performance. We commit to (i) submitting [insert periodicity as indicated in the tender documents] environmental and social monitoring reports to [insert name of the Purchaser]; and (ii) complying with the measures assigned to us as set forth in the environmental permits [insert name of the relevant document if applicable] and any corrective or preventative actions set forth in the annual environmental and social monitoring report. To this end, we will develop and implement an Environmental and Social Management System commensurate to the size and complexity of the Contract and provide [insert name of the Purchaser] with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports.

Answer 4:

Regarding the text in-between the squared brackets: [insert name of the relevant document] in the Form: Environmental and Social Covenant, part: Protection of the Environment given in Tender documentation on page 68, it is not necessary for bidders from Serbia nor for bidders from outside Serbia to insert the name of the relevant document if they do not actually have the relevant documents put in place. The relevant document in question should be inserted only by the bidders, regardless of whether they are from Serbia or outside Serbia, **who already possess** ESIA (Environmental and Social Impact Assessment), ESMP (Environmental and Social Management Plans) or any similar document regarding the Protection of the Environment. The Bidders, joint venture members, and (sub-) contractors are required to comply with applicable labour laws and national and international standards of health and safety, including those contained in any relevant International Labour Organization (ILO) conventions and international standards and agreements on environmental protection. The Bank's environmental and social policies are available on the Bank's website: <http://www.eib.org/infocentre/publications/all/environmental-and-social-principles-and-standards.htm>

It is **not necessary** for bidders from Serbia nor for bidders outside Serbia to insert periodicity in this Bidding form since the periodicity in question is not indicated in the Tender Documents. Bidders are only required to commit to submitting environmental and social monitoring reports to the Purchaser, without specifying the periodicity. The Bidders, joint venture members, and (sub-) contractors are required to comply with applicable labour laws and national and international standards of health and safety, including those contained in any relevant International Labour Organization (ILO) conventions and international standards and agreements on environmental protection. The Bank's environmental and social policies are available on the Bank's

website:

<http://www.eib.org/infocentre/publications/all/environmental-and-social-principles-and-standards.htm>

Therefore, Environmental and social monitoring reports are required to comply with Bank's environmental and social policies.

Regarding the text in-between the squared brackets: [insert name of the relevant document if applicable] in the Form: Environmental and Social Covenant, part: Environmental and social performance given in Tender documentation on page 68, it is **not necessary** for bidders from Serbia nor for bidders outside Serbia to insert the name of the relevant document. Relevant document in question should be inserted only by the bidders, from Serbia or outside the Serbia, who already possess ESIA (Environmental and Social Impact Assessment), ESMP (Environmental and Social Management Plans) or any similar document regarding the Protection of the Environment.

Question 5:

Lot 16 - Data Center

Regarding Lot 16 - Data Center item 16.3 - Switch we have received information from the manufacturer that the requested device Nexus 31108TC-V, due to the announced cessation of production, will be replaced by new devices from the Nexus 9300 series.

The characteristics of the replacement model N9K-C93108TC-FX3P are as follows:

1. 48 x 100M/1/2.5/5/10G BASE-T ports i 6 x 40/100 Gbps Quad Small Form-Factor Pluggable 28 (QSFP28) ports
2. Management ports: 2 ports: 1 RJ-45 and 1 SFP+
3. USB ports: 1
4. RS-232 serial ports: 1
5. CPU: 4 cores
6. System memory: 32 GB capable with 16G defaulted and 16G available as upgradeable option
7. SSD drive: 128 GB

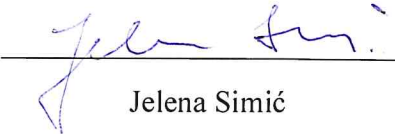
8. Hot-swappable Power-Supply Units (PSUs) and fans with N+1 redundancy.
9. Data transfer rate: 2.16 Tbps switching capacity and 1.2 bpps forwarding rate
10. Supported features: Virtual-Port-Channel (vPC) technology;
11. Number of MAC addresses: 512000;
12. Number of VLANs: 4096;
13. Number of spanning-tree instances MSTP: 64;

Detailed model specifications can be found at the link [Cisco Nexus 93108TC-FX3P Switch Data Sheet Cisco](#) Please confirm that you will accept the replacement model.

Answer 5:

The replacement model (N9K-C93108TC-FX3P) that is referenced in the question is acceptable. We note here that the replacement device must be in the Cisco NX-OS mode as well as to provide all specified hardware and software options / licenses to be deemed as compliant with the technical specifications.

Public Procurement Committee



Jelena Simić