

Subject: Additional clarifications no. 2 in accordance with Article 63 paragraph 3 of Public Procurement Law ("Official Gazette of the Republic of Serbia" number 124/12) in an open public procurement procedure for the procurement of consulting services "Stakeholder Engagement Strategy", number 82/13/DEFP, for which Invitation to tender was published on Public Procurement Portal on 15.11.2013.

Five and more days prior to expiry of the deadline stipulated for tender submission in subject public procurement procedure, interested person submitted to the Employer via e-mail the request for additional information, i.e. clarifications, related to which the Employer i.e. Public Procurement Committee, having in mind the provision of Article 54, paragraph 12 item 1) of the Law, within three days upon the receipt of the request shall give the following information, i.e. clarifications:

Question 1:

... have realised that having all the original documents we plan to submit verified by Apostile will cost ... a considerable amount of money. Should we win the tender this cost will be passed on to the Employer (EPS). Having all documents verified with Apostile will also take two to three weeks in the UK. May we ask for the right to submit all the documents in the original provided that if ... wins the tender we will provide Apostile verified documents on EPS request?

Answer 1:

In accordance with Article 79 paragraph 1 and 3 of Public Procurement Law and item 4.5 of Section 4 of Tender Documents, evidence on fulfillment of conditions may be submitted as uncertified copies, and Employer may, before decision on awarding the contract, demand from the Tenderer, whose tender was evaluated as most favorable on the grounds of the Report of Public Procurement Committee, to submit the original documents or certified copies of all or of only some of evidence.

Evidence submitted in the Tender of most favorable Tenderer, that Employers requires in original or certified copy, shall have to be certified by «Apostille», if the Tenderer has the seat in the country with which Serbia has not confirmed bilateral agreement on mutual exemption of public documents from any legalization.

This answer also represents the amendment to the answer number 6 from Additional Clarifications number 1 dated 29.11.2013.

Question 2:

FORM 2 of the Tender Documents pack requests to specify Tenderer's Activity (code). Neither the Certificate of Incorporation nor the Certificate of Company's Good Standing issued by the Companies House in England and Wales provides such information. Should we leave this field blank or enter "Management Consulting" since this is the main activity ... is involved in?

Answer 2:

If the foreign Tenderer is not able to state some of the required data at prescribed place in Tender Form (Form 2) there should be filled in "not applicable".

Question 3:

For the Stakeholder Engagement Strategy project we are planning to have a team of four consultants. Two consultants are ... partners. The other two consultants will have individual Service Level Agreements signed with ... They will be considered an integral part of the project team. For the purpose of tender submission shall we consider the two additional consultants as ... consultants or subcontractors?

Answer 3:

In Section 3 of Tender Documents, item 3.18 Contract Awarding Criteria, criteria **C3. Team Members' References**, the following is stated inter alia:

- *„In the event when the Tenderer is legal entity, all Experts whose experience is the subject of evaluation under criterion sub-element **C3.1. Senior Team Members' Qualifications** must be employed or contractually engaged by the Tenderer, or by one of the members of the group of Tenderers that submits a joint Tender. Employer shall in the event of doubt in authenticity of given data, ask the Tenderer to submit either the contract that it concluded with the Expert as a natural person, or evidence that the Expert is employed with the Tenderer or with one of the members of the group of Tenderers.*
- *In the event when the Tenderer is legal entity, all Experts whose experience is the subject of evaluation under criterion sub-element **C3.2 Team Expertise** must be employed or contractually engaged by the Tenderer, or by one of the members of the group of Tenderers that submits a joint Tender. Employer shall in the event of doubt in authenticity of given data, ask the Tenderer to submit either the contract that it concluded with the Expert as a natural person, or evidence that the Expert is employed with the Tenderer or with one of the members of the group of Tenderers.”*

In accordance with the above stated, so called additional consultants – Experts contractually engaged with the Tenderer shall be deemed integral part of the proposed team of the Tenderer

Question 4:

Please advise on what should be written on the empty line with inverted commas ("_____") in Annex 4 to the Contract (Page 54/61 of the English version of the Tender Documents).

Answer 4:

In that empty line name of the Tenderer with whom the Employer concludes Public Procurement Contract shall be entered.

Please have in mind the provision of item 3.26 of Section 3. of Tender Documents that reads:

“In accordance with given Model Contract (Form 6 from Tender Documents) and elements of the most favorable Tender, Public Procurement Contract shall be concluded.

Tenderer is not obliged to fill in, sign and stamp the given Model Contract and submit with the Tender.”

Question 5:

Please advise whether the table in Annex 4 (Page 54/61 of the English version of the Tender

Documents) and table in FORM 7 (Page 56/61 of the English version of the Tender Documents) are the same.

Answer 5:

Yes, these are the same forms.

But, the Tenderer shall submit Form 7 Tender Qualification Structure, Position and Team Member Engagement Time in the Tender and it shall upon the selection of the Tenderer's Tender as the most favorable one, be defined as Annex 4 of Public Procurement Contract, as stated in Article 23 of the Model Contract.

We would like to point out that the selected Tenderer shall, when concluding the Contract, submit to the Employer the form Service Execution Time Schedule, form Qualification Structure, Position and team member engagement time, form Price Structure and Joint Service Execution Contract (if the contract is awarded to the group of tenderers) as a certified translation in Serbian language by authorized translator, having in mind that these forms are annexes of the Contract..

Question 6:

Model Contract provided in the Tender Documents does not define the time frame within which the Employer should approve or dispute a monthly report and invoice submitted for payment by the Tenderer. May we ask to include such time frame into the contract? May we suggest the time frame to be 5 working days?

Answer 6:

The Employer accepts to include in Article 5 of the Model Contract the provision that would define deadline within which the Employer would approve or dispute each submitted monthly report, and the deadline within which the Employer would approve or dispute Final report on implementation of all contracted activities.

The appropriate amendment to Tender documents shall be performed related to this answer that shall precisely additionally define Article 5 of the Model Contract.

Question 7:

FORM 5 "Price Structure" of the tender documents pack provides the table for presenting the price structure divided by project team members. Our understanding is that the unit price should include project team member's daily rate plus all the travel and other administrative expenses. Please advise whether our understanding is correct.

Answer 7:

Yes, your understanding is correct.

This answer is linked to answer No.1 and No.2 of Additional clarifications No.1 dated 29.11.2013.

Question 8:

FORM 8 "Tender Preparation Cost Form" suggests that we put all costs and descriptions. Our understanding is that we should list all man-hours, travel and legal costs separately. Please advise whether our understanding is correct.

Answer 8:

In accordance with item 3.24 Paragraph 2 of Section 3. of Tender Documents the cost of tender preparation and submission shall solely be borne by the Tenderer and it cannot ask for the reimbursement of the costs from the Employer.

However, the Tenderer may submit within the Tender total amount and structure of the tender preparation costs.

Tenderer shall state its tender preparation costs in the Tender Preparation Costs Form (Form no.8 of Tender Documents) by filling in the column "Cost Name and Description" and column "Amount".

Regarding the reimbursement of tender preparation costs, please bear in mind that the following is stipulated by Article 88 paragraph 3 of the Law:

„Where public procurement procedure was cancelled due to reasons related to Employer, it shall reimburse the costs for producing sample or model to the Tenderer, if these were made in compliance with the technical specifications of Employer, and costs for acquiring financial security instruments, provided that Tenderer requested reimbursement of these costs in its Tender.“

In accordance with Article 109 paragraph 5 and 6 Employer shall decide in the decision on the cancellation of public procurement procedure on tender preparation costs from Article 88 paragraph 3 of the Law, and final decision on the cancellation of public procurement procedure represents executive title for tender preparation costs from Article 88 paragraph 3 of the Law.

Therefore, the following is necessary so the Employer may reimburse the costs:

- Public procurement procedure has to be cancelled due to the reasons that are related to Employer
- Tenderer has to ask for the reimbursement of costs in the Tender by filling in Form 8 of Tender Documents, having in mind that according to the Law the Employer may in the specific public procurement procedure reimburse only the costs of acquiring financial security instruments.

Question 9:

Please advise on the time frame when tender preparation costs are paid in case the tender proposal is successful.

Answer 9:

Tender preparation costs are paid only in the event of cancellation of the procedure and only if Employer is responsible for cancellation.

Please see answer to the previous question.

Question 10:

Please advise on the Advanced Payment Guarantee validity period.

Answer 10:

Validity period of Advance Payment Guarantee must be 30 days longer than the day of approval of Final report.

Article 6 paragraph 4 of Model Contract stipulated the same.

Note: Data on interested persons were removed from the question in accordance with Article 14, paragraph 1 item 3 of the Law.

These additional clarifications are submitted via e-mail to applicant and they are published on the Public Procurement Portal and website of the Employer.

PUBLIC PROCUREMENT COMMITTEE 82/13/DEFP

E. Bocek

Attachment:

- Text Additional Clarifications no.2 in Serbian language

Copy:

- Archive
- Public Procurement Committee

