



JAVNO PREDUZEĆE ELEKTROPRIVREDA SRBIJE, BEOGRAD  
Carice Milice 2  
Number: 24-2621/18-15  
Belgrade, 06-08-2015

**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 & 14/15) in an open public procurement procedure for the procurement services "Financial advisor for acquisitions" - PP number 46/15/DEFP, for which Invitation to Tender was published on Public Procurement Portal on 21.07.2015.

Five and more days prior to expiry date foreseen for submission of tenders in subject public procurement procedure, interested party has submitted to the Employer via e-mail request for additional information, i.e. clarifications, regarding which the Employer, i.e. Public Procurement Committee, in accordance with provision of Article 54 paragraph 12 item 1) of the Law shall provide the following information i.e. clarifications within three days from the day of the receipt of the request:

**Question 1:**

Return/Destruction (article 10 para. 2):

Along with international business practice, the following sentence shall be added at the end of the second paragraph of article 10:

*"This shall not prevent any Receiving Party to keep (but not use) Confidential Information to the extent necessary to comply with any applicable laws, regulations or internal compliance rules or as part of an electronic back-up system, being specified that such information shall remain subject to the terms hereof."*

**Answer 1:**

The Employer thinks that the amendment of Article 10, paragraph 2 of the Model Confidentiality Agreement: in the manner defined in the proposal of the interested party: is acceptable  
Article 10 paragraph 2 of the Model Confidentiality Agreement shall be amended in accordance with the given proposal.

**Question 2:**

Governing law & applicable jurisdiction (articles 13 and 15):

The confidentiality agreement should refer to a governing law and applicable jurisdiction commonly used by the international business practice. In past assignments of Serbian clients, \*\*\* has for instance accepted Swiss law and ICC arbitration rules with a seat of arbitration in Zurich. Disputes should be conducted in English.

**Answer 2:**

Article 13 and 15 of the Model Confidentiality Agreement are standard provisions that are included in all contracts that the Employer has signed with the domestic and all international consultants as well.

Therefore the given proposal of the interested party is not acceptable.

**Question 3:**

Execution copies (article 17):

Article 17 refers to execution copies in Serbian, whereas the confidentiality agreement is drafted in English. The reference to "*Serbian language*" should thus be replaced with a reference to "*English language*".

**Answer 3:**

Model Confidentiality Agreement is given in Serbian language in the published Tender Documents in Serbian language, whereas the text of this model contract in English language may be found in Tender Documents in English language.

Employer shall perform appropriate amendment of Article 17 paragraph 1 related to the language of Model Confidentiality Agreement.

**These additional clarifications are submitted by email to the applicant and are published on Public Procurement Portal and web site of the Employer.**



Attachment:

- Additional clarifications No.2 in Serbian/English language

Attn:

- Records Management Office
- Public Procurement Committee e-mail delivery