

JAVNO PREDUZEĆE ELEKTROPRIVREDA SRBIJE, BEOGRAD
Carice Milice 2
Number: 1855/21 -15
Belgrade, 03 -07- 2015

Subject: additional clarifications no. 11 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 of consulting services "Improving financial management and control in EPS group (internal controls and processes, reorganization, cost center/profit center, budgeting and reporting)" - Definition and implementation of EPS CFO organization model - PP number 85/14/DEFP, for which Invitation to Tender was published on Public Procurement Portal on 14.04.2015.

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:

Article 23 of the Model Contract sets the restriction to our activities as follows: "Within the period of 2 (two) years after the termination of this Contract, the Service provider and its staff engaged in the execution of the Contract, shall neither be engaged (directly and indirectly) in activities to acquire the ownership or managerial rights over the assets of the Employer or its subsidiaries nor engaged as advisors (directly or indirectly) of the potential acquirer of these rights"

- 1.1. Could you please clarify whether this restriction applies to all consortium members or only to the consortium leader, if the tenderer is submitting a joint tender?
- 1.2. Do those restrictions apply only to the staff engaged in the project or to all employees of the services provider (each consortium member)?
- 1.3. Does the client expect to own all intellectual property rights which may be included in the deliverables or only those Intellectual Property rights which are developed within the project?
- 1.4. Do Intellectual Property rights which Services Provider has developed before the project or any way not related to the project shall remain property of such Services Provider?

Answer 1:

- 1.1. Above mentioned restriction applies to all members of the group of tenderers, having in mind that the group of tenderers as a whole represents Service Provider in the sense of Contract execution.
- 1.2. As stated in the article of the contract that you quoted, the stated restriction applies to the executors engaged for Contract execution.
- 1.3. In accordance with Article 17 paragraph 3 of Model Contract "*The Employer has the right of permanent and unlimited use of all delivered deliverables that are the subject of this contract, with no specific fee except for the price foreseen by the contract and it can exercise the same in subsidiaries whose founder it is and companies where it is a member*"

In addition to the above stated, Employer does not expect to become holder of copyright and intellectual property rights over deliverables.

1.4. Yes.

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

PUBLIC PROCUREMENT COMMITTEE 85/14/DEFP



Attachment:

- Additional clarifications No. 11 in Serbian/English language

Attn:

- Records Management Office
- Public Procurement Committee