



PUBLIC ENTERPRISE ELECTRIC POWER INDUSTRY OF SERBIA, BELGRADE
Carice Milice 2
Number: 2392/63-14
Belgrade, 14-11-2014

Subject: additional clarifications no. 45 in accordance with Article 63 paragraph 3 of Public Procurement Law ("Official Gazette of the Republic of Serbia" number 124/12) in public procurement procedure **PP number 61/14/DEFP**, for which Invitation to Tender was published on Public Procurement Portal on **10.10.2014**.

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:

Potential Tenderer asked QUESTION No. 45.1:

"Within Tender Documents the Employer has submitted to the Potential Tenderers Model Loan Agreement, as an integral part of Tender Documents.

- We kindly ask Employer to consider the possible amendments:
 - Items 5 Article 11 of the Agreement (Obligations of the Beneficiary) so that it is the same as in the previous Loan Agreement:
 - o to timely inform the Bank on status change (merger and division), change of form or incorporation of other business entity from its property, in accordance with the provisions of the Company Law and Law on Public Enterprises. In the event of stated changes, if the Bank estimates that by these changes significantly jeopardize its collection under this Agreement, may ask from Beneficiary to, in the aim of providing collections according to this Agreement, Beneficiary submit the proper security instrument.

paragraph 2 Article 13 of the Agreement (Data use), so that it reads:

- o ... regulate acting with confidential data which are mandatory to upon termination of contractual relation or after confidential information become unnecessary, immediately upon the expiry of the deadline for keeping them confidential, if it was stipulated by regulations or internal act of the third party based on regulations, and during that period of mandatory keeping data confidential shall fully comply with valid regulations on use of confidential information and provisions of the subject Agreement, to destroy or erase confidential data in such a manner to be impossible to recover it and submitted certificate on the subject in writing.

Above mentioned amendment to Article 13 of the Agreement is harmonized with the Commissioner for Information of public importance i.e. it was introduced at its request and is in the interest of debtors."

ANSWER of the Employer to QUESTION No. 45.1 is:

“Amendment of paragraph 5 of Article 11 of the Draft model loan agreement from the Tender documents in the aforementioned manner is not acceptable for the Employer.

It is acceptable for the Employer that Article 13 paragraph 2 of the Draft model loan agreement from the Tender documents states:

“Beneficiary explicitly agrees in accordance with Article 47 paragraph 3 of Law on Banks, that Bank/ Consortium can forward data from this Agreement, data on Beneficiary and its affiliated persons, documentation that constitutes loan file with this Agreement, as well as other data considered to be bank secrecy, and data on obligations under this Agreement and manner of their payment and following contractual provisions to Central Data Basis of holding companies, members of its bodies, its stakeholders, employees in the Bank/ Consortium members, external auditor of the Bank/ Consortium members, Credit Bureau of Association of Serbian Banks, other persons that due to the nature of the jobs they perform must have access to such data, as well as to third persons with which the Bank /any Consortium member has concluded Agreement which regulates dealing with confidential data, that shall upon the termination of contractual relation or after the confidential data become unnecessary immediately, i.e. upon the expiry of the period of secrecy if such is foreseen by regulations or internal act of third person based on regulations, and during the period of mandatory secrecy shall fully apply applicable regulations on treating confidential data and provisions of subject Agreement, destroy or erase confidential data in such a manner that they cannot be recovered and submit written notice about it.”

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

Attn:

- Records Management Office
- Procurement Committee

