

Subject: additional clarifications no. 33 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. 33.1:

"When is Performance Bond being returned to the tenderer of the loan? Is it after "disbursement" of the entire loan, or as it is written in the documents after "payment" of the loan? Besides that, the text in English version is "when the loan is repaid in full". I suppose it does not refer to "repayment" of the loan after 4 years but only to "disbursement" of the loan by EPS?"

ANSWER of the Employer to QUESTION No. 33.1 is:

"In item 4.9 of Tender Documents – Financial security Instruments, under B) Letter of Intent of the Bank Guarantor to Issue Performance Bond, the following is stated: „...Performance Bond shall be returned to the Tenderer once the loan is repaid in full. ...“ Therefore, the stated guarantee shall be returned to Tenderer once PE EPS – Employer withdraws the entire proceeds of the loan.“

Potential Tenderer asked QUESTION No. 33.2:

"Article 4.26 model agreement: in the text of Tender Documents is written that model agreement has to be signed and stamped. Could you please clarify that, we suppose that is not effective signature? In the previous procedures with other state owned companies it was not required that the agreement in any form should be signed, only the copy of the agreement was submitted."

ANSWER of the Employer to QUESTION No. 33.2 is:

"*Model Agreement* shall be signed and stamped by authorized representative of the Tenderer, as well as other necessary forms of the Tender (Form 1,2 etc.), whereby the Tenderer confirms the form of the model agreement and which makes an integral part of the Tender. After selection of the tender of the potential Tenderer and after harmonization, the *Agreement* that will be signed by authorized representatives of the parties shall be concluded."

Potential Tenderer asked QUESTION No. 33.3:

" Can foreign tenderer submit LMA standard contract or is it necessary that this model incorporates all details of Model Contract for domestic banks?"

ANSWER of the Employer to QUESTION No. 33.3 is:

"Foreign tenderers may submit LMA standard contract that must contain all elements of Model Contract from Tender Documents and to be in accordance with Tender Documents and the submitted Tender."

Potential Tenderer asked QUESTION No. 33.4:

„ How long is the period for negotiations of the Loan Agreement for **foreign tenderers** with their own model contract after the loan is awarded? It is stated that for domestic tenderers there is 8 days after expiry of the period for protection of rights of 10 days that is 18 days in total?”

ANSWER of the Employer to QUESTION No. 33.4 is:

„ In Article 4.20 of the Tender Documents – Deadline for contract conclusion, it is stated that “ Employer concludes the Contract on public procurement with the Tenderer to whom the contract was awarded within 8 (eight) days as of the date of the expiry of deadline for the submission of the request for the protection of rights.” The stated deadline is the same for foreign and domestic Tenderers.”

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

PROCUREMENT COMMITTEE

