



EUROPEAN UNION
DELEGATION TO THE REPUBLIC OF SERBIA

Finance and Contracts Section

Belgrade, 05/10/2011

DELSRBBEG-FCT/2011/D/03406

CONTRACTING AUTHORITY'S CLARIFICATIONS No. 2
Supply of equipment and materials for construction of the 400/110 kV substation
Vranje-4 & extension of the 400/110 kV substation Leskovac-2
Publication ref.: EuropeAid/131497/C/SUP/RS
Our reference: 10SER01/25/21

No	Question	Answer
1.	Can we participate only for lot 2 and not lot 1?	Please refer to article 7.1 of the Instructions to tenderers. The tenderer may submit a tender for one lot or both lots.
2.	Can we participate as European branch of a Korean company for the S/S lot if we ensure that all equipment will be produced in EU territory? We would only be in charge of the engineering part.	No prior opinion can be given on eligibility. Please refer to article 8 on Eligibility and rules of origin of the Procurement Notice.
3	How do we submit our offer?	Please refer to article 10 Submission of tenders of the Instructions to tenderers.
4	Can a tenderer for one lot be a sub-supplier for some products of another tenderer for another lot?	No prior opinion can be given at this stage. However, the question is not clear enough to be understood.
5	Please explain how will you evaluate two similar projects (named as reference projects) if they are turnkey projects?	If the presented reference projects are turnkey, then the tenderer is expected to clearly indicate the portions of design, manufacture, commissioning, works, etc. Only the relevant parts that are in line with our contract description will be taken into account.
6	What does it mean "similar projects"?	It means similar in value, complexity and content to the contract described in article 6 of the Procurement Notice.
7	Is 400kV Gas Insulated Switchgear (GIS) project acceptable as a reference project for LOT 2?	No prior opinion can be given at this stage.

8	Is there any modification expected in the value of lots?	As per article 21.4 of the Instructions to Tenderers, the Contracting Authority reserves the right to vary the quantities specified for the lot(s)/items of lot(s) No 1 and 2 within a range of 100%. The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than 25 % of the tender price at the time of contracting and during the validity of the contract.
9	If it appears (after the detailed design is completed) that cable lengths required are larger than those in the offer, would the difference be compensated or it is the risk of the bidder?	Tenderers will be deemed to have satisfied themselves, before submitting their tender, as to their correctness and completeness, to have taken account of all that is required for the full and proper execution of the contract and to have included all costs in their rates and prices.
10	Are the services of the Design Engineer (DE) included in the advance payment of 60% of the contract value, and is there any formula of payment from Contractor to DE?	Services of the Design Engineer (DE) are included in the advance payment of 60% of the contract value to the Supply Contractor. It is up to the Supply Contractor to define his contract with the DE.
11	What is the required warranty period? Is it 6 years after the delivery or 5 years after the issuance of the Provisional Acceptance Certificate? When will the Performance Guarantee be returned?	Please refer to article 32 Warranty obligations. This warranty shall remain valid for one year after provisional acceptance. It is required that the commercial warranty is valid for a period not less than five (5) years from Provisional Acceptance Certificate identifying goods covered and detailing warranty conditions As per Article 11 of the General Conditions for the Contract, the Performance Guarantee can be released within 45 days of the issue of the final acceptance certificate.
12	What is the exact difference between the Performance Guarantee as warranty over the period between Provisional Acceptance Certificate and Final Acceptance Certificate, and the commercial warranty over additional 5 years period?	The Performance Guarantee has been in details explained in the Article 11 of the General Conditions and in Special Conditions for the contract, and it represents the obligation of the Supply Contractor to the Contracting Authority. The Commercial warranty for the delivered goods represents the obligation of the Manufacturer to the Beneficiary.

13	Is the duration of the Advance Payment Guarantee (APG) limited or it is requested to have no return date, as it is in some cases?	There is a limited duration of the APG and the guarantee will be released 45 days at the latest after the provisional acceptance of the goods and in any case at the latest at the expiry of 18 months after the implementation period of the Contract, where the law applicable to the guarantee imposes a precise expiry date. The template provided for Pre-financing guarantee in the tender dossier should be used.
14	Is it a general practice in the EU projects to have the trainings, training material, manuals, etc., in Serbian language?	The end users of the equipment are the employees of the local (Serbian) public utility company and for this reason there should be provided the trainings, training material, manuals, etc in their mother tongue.
15	Is it required for the Design Engineer to have a local Serbian license?	Yes, it is required in accordance with the Serbian legislation. Please, follow strictly the Serbian Law on planning and construction.
16	When you evaluate the offers, will you consider a capitalized loss of the transformers?	The sole award criterion will be the price. The contract will be awarded to the lowest compliant tender as per article 20.6 of the Instructions to Tenderers.
17	In the clarifications Round 1, item 9, the positions are given for; Minimum Voltage Uk = 10,7% Maximum Voltage Uk = 14,3% ±10 tolerance on both values. Please clarify.	For the minimum position of OLTC Uk=10,7% For the maximum position of OLTC Uk=14.3% With ±10% tolerance for both values
18	Please confirm that the voltage regulation is on HV-N side and that it is +/- 8 x 1,25 %.	OLTC is in the neutral point. Instead of three mono-phase OLTCs, we apply one three-phase OLTC.
19	Who will be importer of goods in Serbia if the tenderer is a company or consortium registered outside of Serbia?	Regardless of the country of registration, the contractor plays the role of importer of goods.
20	Does the company or consortium must have registered office in Serbia in a case that it is nominated as a winning company on tender?	This is not required with the Tender Dossier. Please refer to the Serbian Law on Planning and Construction and to the Serbian Law on VAT.

<p>21</p>	<p>According to Serbian law customs duties, import duties or other fiscal charges taxes, which fall under the competence of the authorities of the Republic of Serbia <u>must be paid during import of goods</u>. In a case that tenderer must pay upon mentioned costs, specify us time that paid amounts will be returned to tenderer from Serbian financial institutions.</p>	<p>As per Framework agreement between the Federal Republic of Yugoslavia and the Commission of the European Communities, Official Gazette 31/03/2003, <i>- all imports carried out under the Community aid programmes are exempted from customs duties, import duties or other fiscal charges taxes, which fall under the competence of the Federal authorities;</i> <i>- all local procurement carried out under the Community aid programmes are exempted from sales taxes or other equivalent fiscal charges, which fall under the competence of the Federal authorities.</i></p> <p>Tax Administration Office of the Ministry of Finance of Serbia set out the procedure for exemption from customs duties and from VAT. Further to their procedure, the sole contractor (or Leader of the consortium, if it is a consortium) is directly exempted. For the details on the time period needed to reimburse the costs duties (this is applicable for members of the consortium), please address the Ministry of Finance of Serbia.</p>
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