



Republic of Serbia

MINISTRY OF FINANCE

Department for Contracting and Financing of EU Funded Programmes (CFCU)

Belgrade, 03/11/2016

CONTRACTING AUTHORITY'S CLARIFICATIONS No. 4

“Laboratory for analysis of evidence required for crime case processing”

Publication ref: EuropeAid/135634/IH/SER/RS

Note: New deadline for submission of tenders

No.	Question	Answer
1	<p>Lot 2 – item 2.8 “Portable Infrared-Fourier transformation spectrophotometer and UATR”</p> <p>You request a portable instrument, however the requirements of both “<i>wavenumber range 7500 cm-1 – 400 cm-1</i>” and “<i>signal to noise ratio minimum 40000:1</i>” are for a bench instrument, which does not have the option of portability, nor a battery pack.</p> <p>Please clarify if you accept change of specifications in one of the following ways, in order to allow the possibility to offer a proper and realistic instrument on the market:</p> <p>a) “<i>wavenumber range 6500 cm-1 – 600 cm-1</i>”, while the rest of specifications remain the same or “<i>signal to noise ratio minimum 32000:1</i>”, while the rest of specifications remain the same</p>	<p>No, it is not acceptable. Please adhere to the existing technical specifications.</p>

No.	Question	Answer
2	<p>Lot 2 – item 2.8 “Portable Infrared-Fourier transformation spectrophotometer and UATR”</p> <p>The title makes reference to UATR module, however in the text of the technical specifications it is mentioned “<i>universal ATR module</i>”, and “<i>case for UATR</i>”. Please clarify if you meant to request “<i>universal UATR module</i>” instead.</p>	<p>It is necessary to offer universal ATR module and case for UATR module.</p>
3	<p>Lot 2 – item 2.7.2 Spectrometer</p> <p>Please clarify if wavelength is acceptable also in the range 190 nm – 1000 nm.</p>	<p>No, it is not acceptable.</p>
4	<p>How we can prove origin of goods (EU origin)? What is a document for that? Catalogue page or declaration of manufacturer or something else?</p>	<p>At this stage, tenderers are expected only to provide an undertaking signed by their representative certifying compliance with this requirement. For more details, see point 2.3.1 PRAG.</p> <p>When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and <u>must state the countries of origin</u></p> <p>Note: stating EU as origin is not acceptable, information - must detail actual member state country from which goods originate.</p>
5	<p>In the Draft Contract we are required to input a contract number as you can see from below, could you please write us to which number this refers:</p> <p>“SUPPLY CONTRACT FOR EUROPEAN, UNION EXTERNAL ACTIONS, No <Contract</p>	<p>Contract number will be filled in by the Contracting Authority in case of contract being awarded.</p>

No.	Question	Answer
	number>”	
6	In instructions to tenderers under point 4.2 it is stated that all requirements related to origin of supplies should be met and that tenderer has to state a country of origin? Where tenderers are supposed to write country of origin for supplies?	<p>In line with the Instructions to tenderers (hereinafter: ITT), Article 4.1, Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. For more details, see point 2.3.1 Practical Guide. In addition, in the ITT, Article 4.2, it is stated: “When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin.</p> <p>Exact origin may be indicated in the undertaking mentioned in the Art. 4.1 of the ITT or as a separated document signed by tenderer’s authorised representative.</p> <p>Please note that the information about origin of goods must be also provided along with short description of offered goods & indication of quantities under point 2 of Tenderer’s declaration.</p>
7	Since the authorization for lot 1 and lot 2 was excluded, please answer us do you need authorization for lot 3 with an offer or later after the signing of the contract or it is excluded as well?	Under assumption that under “authorization” one refers to the former provision of the ITT seeking authorization that the tenderer is approved distributor of the equipment for Lot 1 and Lot 2 (deleted from the ITT as stipulated in the Corrigendum to TD No.1), hereby we confirm that no such authorization is requested in respect of Lot 3.
8	Could you please answers us what is exactly needed in terms of companies documents together with tender offer? Since we are tenderer from Serbia please list us documents that we need to submit with offer? Do all these documents have to be translated in English or it is possible to submit it in Serbian	<p>For detailed instructions, please refer to the sub-section 2.3.3.3 of the PRAG (Evidences to be provided).</p> <p>Documentary evidences must be translated (free translation acceptable) into official language of the tender procedure, i.e. English.</p> <p>For more information, please refer to the Article 9 of the ITT.</p>

No.	Question	Answer
	language?	
9	When submitting tender documents in which envelop we should put a CD? In original only or it should be one CD for every copy?	Both solutions are acceptable.
10	Point 12.2b) in Special Conditions please tell us is it necessary to provide some proof in terms of a document from insurance company that we insured goods as requested in this point?	Yes, in line with Article 12 of the General conditions, at the latest together with the return of the countersigned contract, the Contractor shall provide the Contracting Authority with all cover notes and/or certificates of insurance showing that the Contractor's obligations relating to insurance are fully respected. The Contractor shall submit without delay, whenever the Contracting Authority or the Project Manager so requests, an updated version of the cover notes and/or certificates of insurance
11	Since you require that goods are delivered by DDP terms, we do not understand why it is necessary to ensure goods for local transport and for all other possible damages that could occur during transport? (Special Conditions point 12.2.b and Special Conditions 15.1)	<p>Special conditions, Article 12.2b) is clear about scope of coverage of the insurance policy:</p> <p><i>“The insurance policy shall cover: the risks during shipping and handling, storage, local transport, installation, covering losses due to traffic accidents, <u>transport damage</u>, theft, improper handling, fire, water, lightning, and professional malpractice, from the time of shipment (factory/warehouse) until the issuance of the Provisional Acceptance Certificate.</i></p> <p>For more information, please also refer to the Article 12 of the General conditions.</p>

No.	Question	Answer
12	Please, could you explain us in annex II + III, how we are supposed to fill column 3 of this table? If we offer completely the same as required are we supposed to just rewrite what is in column 2 or what we should write?	As mentioned in the corresponding instructions in the annex II+III, tenderer must detail what is offered under column 3.
13	Which document should we provide to prove technical specification and quality of offered goods? And, are we supposed to provide these documents with tender offer or after your decision of winner?	The technical offer should be presented as per template (Annex II+III*, Contractor's technical offer) adding separate sheets for details if necessary. As an example, tenderer may enclose technical brochures of offered goods.
14	In Special Conditions in article 26.5.a its written that for prepayment of 40% "the pre-financing requested is equal or below EUR 300,000 and (ii) the Contracting Authority does not require a financial guarantee following a risk assessment, by derogation from article 26.5 of the General Conditions no pre-financing guarantee is required" , however article 26.5.a of General Conditions says different it is written "40% of the total contract price after the signing of the contract, against provision of the performance guarantee and of a pre-financing guarantee for the full amount of the pre-financing payment, unless otherwise provided for in the Special Conditions". Does this mean that no financial guarantee is needed for pre-payment of 40% as it is written in Special Conditions?	In order to waive obligation of providing pre-financing guarantee, both pre-conditions must be fulfilled: (i) the pre-financing requested is equal or below EUR 300,000 and (ii) the Contracting Authority decides not to require a financial guarantee following a risk assessment

No.	Question	Answer
15	<p>About payment: In Special Conditions in point 26.3 its written “the final payment to the Contractor of the amounts due shall be made within 90 days after receipt by the Contracting Authority of an invoice and of the application for the certificate of provisional acceptance.”, however in General Conditions in point 26.3 is written “Pre-financing payment shall be made within 30 days from the date on which an admissible invoice is registered by the Contracting Authority. The invoice shall not be admissible if one or more essential requirements are not met. Final payment shall be made within 60 days from the date on which an invoice is registered by the Contracting Authority, together with the request for provisional acceptance as per article 31.2. The date of payment shall be the date on which the paying account is debited” – is final payment made after 60 or after 90 days?</p>	<p>Final payment will be executed in line with Article 26.3 of the Special conditions, i.e. the final payment to the Contractor of the amounts due shall be made within 90 days after receipt by the Contracting Authority of an invoice and of the application for the certificate of provisional acceptance</p>
16	<p>Special Conditions point 26.5 states: “In order to obtain payments, the Contractor must forward to the authority referred to in paragraph 26.1 above:</p> <p>a) For the 40% pre-financing, the pre-financing guarantee:</p>	<p>Subject of compliance with other provisions of the Article 26 or Special and General conditions, Pre-financing payment shall be made within 30 days from the date on which an admissible invoice is registered by the Contracting Authority.</p> <p>The final payment to the Contractor of the amounts due shall be made within 90 days</p>

No.	Question	Answer
	<p>When (i) the pre-financing requested is equal or below EUR 300,000 and (ii) the Contracting Authority does not require a financial guarantee following a risk assessment, by derogation from article 26.5 of the General Conditions no pre-financing guarantee is required.</p> <p>b) For the 60 % balance, the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.”</p> <p>So the question is how many days shall pass from the payment of 40%? And how many more days for the payment of 60%?</p>	<p>after receipt by the Contracting Authority of an invoice and of the application for the certificate of provisional acceptance.</p>
17	<p>Since we are limited liability company, do tables 2, 3 and 4 from Declaration of Honour on exclusion criteria and selection criteria refer to us?</p>	<p>Obligation to submit a signed Declaration applies to all entities listed under point 1 of the Tender from (sole tenderers as well as individual consortium members).</p>
18	<p>In Declaration of Honour described in points a, b, c, d and f of table 1, could you please write down the name of documents that you would expect to receive from us as a prove of these exclusion situations as mentioned on page 4 of this declaration?</p>	<p>For detailed instructions, please refer to the sub-section 2.3.3.3 of the PRAG (Evidences to be provided).</p>
19	<p>In case of consortium does each member of consortium fill in for itself a Declaration of Honour?</p>	<p>Yes, please refer to the answer to the question 20.</p>

No.	Question	Answer
20	D: Tender form for a supply contract – does each member of a consortium fill table 6. EXPERIENCE for itself?	<p>No need - in case of tender being submitted by the consortium, table 6 would summarise the major relevant supplies carried out over by all members of the consortium. However, each member of consortium must submit a signed Declaration, together with the Declaration of honour on exclusion and selection criteria (Annex 1)</p> <p>The number of references to be provided must not exceed 15 for the entire tender.</p>
21	Tender documentation (for example, item 3.3) defines work-top made of ceramics, 35 mm thickness. Is it allowed to offer the ceramic plate 32 mm thickness?	No, it is not allowed.
22	Tender documentation (item 3.11) defines the sink, dimensions: 400 x 400 x 250 mm and 500x500x250mm. Please, define whether it is allowed to offer the outer dimensions 505*405*327 mm (327 mm depth)?	No, it is not allowed.
24	Tender demand (items 3.4; 3.5; 3.6; 3.10; 3.10.19) defines that the rear panel of the underbench cabinets should be made of mediapan, thickness 3,2 mm, two –sided melamin coated. Is it allowed that the rear-panel of the elements have been one –side melamin coated?	No, it is not allowed.
25	Tender demand (item 3.4; 3.5; 3.6; 3.10; 3.10.19) defines handles out of plastic, with identification slot. Is it allowed to offer plastic hands, without windows?	No, it is not allowed.

No.	Question	Answer
26	Tender demand (3.4; 3.5; 3.6) defines polypropylene wheels, height 100 mm with the breaks. Is it allowed to offer the ones out of polyurethane?	No, it is not allowed.
27	Tender demand (item 3.4; 3.5; 3.6; 3.10; 3.10.19) defines shelves/doors with panels partially made of chipboard 19 mm thickness. Is it allowed to offer univer 18 mm?	No, it is not allowed.
28	Point 3.20.9 - the smallest volume is 10 ml, if it is only possible to offer volume of 5 ml, please suggest to us some catalogue number?	Please refer to Corrigendum No 4.
29	Point 3.20.13 – is it possible to offer volumetric flask of 250ml, since there is not in the offer 200ml and please if it stays 200ml provide us with some catalogue number?	Please refer to Corrigendum No 4.
30	Point 3.21.6 - standard volume is 400 ml or 600 ml. Is it possible to offer one of these two volumes instead of required 500ml?	Please refer to Corrigendum No 4.
31	Point 3.22.9 – since it is not in the offer of 5ml could you give us some catalogue number?	Please refer to Corrigendum No 4.

Contracting Authority's clarifications no. 4

No.	Question	Answer
32	Point 3.27 - is it possible to offer with glass cork?	No, it is not in line with technical specifications.
33	Point 3.30 – is it possible to offer volume from 50ml and 100ml instead of 30ml and 60ml?	Please refer to Corrigendum No 4.
34	Point 3.32.3 - since 150ml is not a standard dimension could you provide us some catalogue number?	Please refer to Corrigendum No 4.
35	Point 3.40.4 – is it possible to offer volume of 10ml, if it is not possible and has to be 14ml please provide us with some catalogue number?	Please refer to Corrigendum No 4.
36	Point 3.42 - for this item the smallest package from producer contains 10 pieces	Please refer to technical specification.
37	Point 3.44 - is it possible to offer glass insert with plastic bottom spring 0,2 ml capacity instead required 0,1 ml?	Please refer to Corrigendum No 4.
38	Point 3.51.5 – is it possible to offer volume of 100ml instead of 125ml?	Please refer to Corrigendum No 4.
39	Point 3.55.5 - is it possible to offer a span 0,1-10 µl?	No, it is not in line with technical specifications.

Contracting Authority's clarifications no. 4

No.	Question	Answer
40	Point 3.55.6 - is it possible to offer a span 0,1-10 µl?	No, it is not in line with technical specifications.
41	Point 3.55.7 - is it possible to offer a span 1-200 µl?	No, it is not in line with technical specifications.
42	Point 3.57 - a package from producer includes 500 pieces?	Please refer to Corrigendum No 4.
43	Point 3.59 - which volume is needed?	Please refer to Corrigendum No 4.
44	Point 3.66.2 - is it possible to offer No.11 instead No 12?	No, it is not in line with technical specifications.
45	Point 3.69.1 and 3.69.2 - is it possible to offer volume of 19 l?	Please refer to Corrigendum No 4.
46	Point 3.69.3 - the smallest package offered by producer is 200 pieces?	Please refer to Corrigendum No 4.
47	Point 3.70 - is it possible to offer a volume of 120 ml?	No, it is not in line with technical specifications.

Contracting Authority's clarifications no. 4

No.	Question	Answer
48	Point 3.73.5 – is it possible to offer a range of 50-160mm?	Please refer to Corrigendum No 4.
49	Point 3.74.1 – the smallest diameter is 70mm, please provide us a catalogue number for required diameter of fi 50 mm?	Please refer to technical specification (The item data are available on various internet sources)
50	Point 3.76 – is it possible to offer stick length of 750mm, and stand 150x300mm?	Please refer to Corrigendum No 4.
51	Point 3.82 –is it possible to offer narrow neck?	No, it is not in line with technical specifications.
52	Tender demand (item 3.84.1; 3.84.2; 3.84.3) defines the safety cabinet, resistant to chemicals – solvents, acids and bases. Does it mean that each cabinet must be resistant to both corrosive chemicals (acids and bases) and combustible solvents?	Yes, each cabinet must be resistant to both corrosive chemicals (acids and bases) and combustible solvents.
53	Tender demand of item 3.84.2 strictly limits the dimensions of safety cabinets to width 85-90 cm. Our manufacturer does not manufacture this dimension. Is it allowed to offer the safety cabinet, wide 120 cm, with all other technical demands fulfilled?	No, it is not allowed.

No.	Question	Answer
54	<p>3.81 - requested specification for air conditioner is equal to Chinese manufacturer, is it acceptable to offer split air condition with characteristic below</p> <ul style="list-style-type: none"> • cooling capacity: 9020 BTU / h, 2640 W; • heating Capacity: 9521 BTU / h, 2780 W; • cooling power input – 820 W; • heating power input – 770 W; • cooling running current – 3,5 A; • heating running current – 3,3 A; • noise level min / max. 29/39 dB; • air flow min. 550 m³ / h; • EER / COP – minimum 3,22 / 3,62; • dehumidifying volume: 1 L / h; • dimensions of indoor unit (W×H×D): min. 77×18,8×25,5 cm; • approximately dimensions of external unit (W×H×D): min. 68,5×43×26 cm; • power requirements – AC 230 V, 50-60 Hz. 	<p>Please refer to Corrigendum No 4.</p>
55	<p>Regarding the item 2.13 : water baths - 1 set with part of the technical specification requested: removable recessed lid with 4-8 openings and perforated floor above the heating element,</p>	<p>Please refer to Corrigendum No 4.</p>

No.	Question	Answer
	<p>made of stainless steel;</p> <p>2.13.1 - Water bath, 4 L capacity. 2.13.2 - Water bath, 8 L capacity.</p> <p>and regarding the fact that waterbath of 4 I can have maximum 2 opening and 8 I can have maximum 4 opening.</p> <p>Question 1: What is most important to offer, capacity, or number of openings?</p>	
56	<p>Regarding the item 2.20 : Analytical balance 80g - 1 piece with part of the technical specification requested: linearity $< \pm 0,1$ mg;</p> <p>Question 2: Is it possible to offer linearity $< \pm 0,15$ mg?</p>	No, mentioned specifications are not in line with the technical specifications.
57	<p>Regarding the item 2.22 : Precision technical balance with printer - 1 set - with part of the technical specification requested: Motorized internal calibration system</p> <p>Question: Could it be "MANUAL INTERNAL CALIBRATION SISTEM"?</p>	No, it is not acceptable.
58	<p>Regarding the item 2.24.1 : Laboratory refrigerator, stand alone with part of the technical specification requested: Capacity minimum 200 L; maximum dimensions (WxHxD): 60x200x60 cm;</p> <p>Question: If those dimensions are</p>	No, dimensions must be maximum (WxHxD): 60x200x60 cm

No.	Question	Answer
	external, can they be 62x160x64cm?	
59	For the position 2.14 can we offer rate of revolutions 18,500/22,000 rpm?	Please refer to Corrigendum No 4.
60	For the position 2.23.1 is it possible to offer item with heating power 160W and volume 1.8 lit.?	Please refer to Corrigendum No 4.
61	For items 2.20-21-22 Is it acceptable to offer non approved model of balances -positions 2.20/2.21 and 2.22 and without annual mark of Directorate of measures and precise metals of Serbia?	Yes, it is acceptable.
62	For item 2.22 can we offer round pan dia 180 mm instead rectangular 16x16cm?	No, mentioned specifications are not in line with the technical specifications.
63	Please clarify what is included in position 2.22 Quantity 1 set: 3 balances plus 2 printers, or 3 balances plus 3 printers?	It is 3 balances plus 2 printers.
64	Reference is made to the above mentioned Tender, Special Conditions, Article 26/26.1 on page 5, wherein the following is specified: <i>“In the case of indirect management ex ante procedures and where invoices are presented to the authorities of the country of the Contracting Authority, the Contractor must inform the</i>	All correspondence concerning payment procedures with the Contracting Authority shall be also copied to the European Commission at EU Delegation to the Republic of Serbia.

No.	Question	Answer
	<p><i>European Commission at EU Delegation to the Republic of Serbia, Vladimira Popovica 40/V (Avenue 19a GTC Building), 11070 New Belgrade, Republic of Serbia, thereof by sending a copy of the correspondence”.</i></p> <p>Question:</p> <p>Please specify what kind of correspondence should be send by the Contractor to the European Commission at EU Delegation to the Republic of Serbia.</p>	
65	<p>Reference is made to the above mentioned Tender, Annex I General Conditions, Article 26/26.6. on page 20, wherein the following is specified: <i>“Where only part of the supplies has been delivered, the 60% payment due following partial provisional acceptance shall be calculated on the value of the supplies which have actually been accepted and the security shall be released accordingly.”</i></p> <p>Question:</p> <p>It is assumed that the definition “security” should refer to the advance payment bond that will be released accordingly. Please confirm.</p>	<p>As correctly observed, under terms of this contract, pre-financing guarantee can be considered as security bond linked to the provisional acceptance procedure.</p>
66	<p>Reference is made to the above mentioned Tender, Annex I General Conditions, Article 11/11.7. on page 9, wherein the following is specified: <i>“Unless the Special Conditions provide otherwise, the performance guarantee shall be released within 60 days of the</i></p>	<p>Amount of performance guarantee will be established in line with provisions of the Article 11 of the Special conditions: The amount of the performance guarantee <u>shall be 10 % of the total Contract price</u>, including any amounts stipulated in addenda to the Contract.</p>

No.	Question	Answer
	<p><i>issuing of the signed final acceptance certificate for its total amount except for amounts which are the subject of amicable settlement, arbitration or litigation.”</i></p> <p>Question:</p> <p>Is it acceptable to submit a bank guarantee (performance guarantee) about 10% with a reduction clause to 5% after provisional acceptance for the warranty phase till final acceptance?</p>	
67	<p>Reference is made to the above mentioned Tender, Annex I General Conditions, Article 29/29.1. on page 22, wherein the following is specified: <i>“The supplies shall be at the risk of the Contractor until their final acceptance”</i> and to the Special Conditions, Article 29/29.1 on page 5, wherein the following is specified: <i>“The contractor shall bear all risk relating to the goods until Provisional Acceptance at destination.”</i></p> <p>Question:</p> <p>It is assumed that the Article 29/29.1 of the Special Conditions prevail the Article 29/29.1 from the General Conditions. Please confirm.</p>	<p>Assumptions is correct, provisions of the Article 29.1 of the Special conditions are prevailing, i.e. <i>the contractor shall bear all risks relating to the goods until Provisional Acceptance at destination.</i></p>
68	<p>Reference is made to the above mentioned Tender, Annex I General Conditions, Article 26/26.3. on page 20, wherein the following is specified: <i>“Final payment shall be made within 60 days from the date on which an invoice is registered by the Contracting Authority, together with the request for provisional acceptance as per</i></p>	<p>Yes, we can confirm that provisions of the Special conditions prevail, i.e. <i>the final payment to the Contractor of the amounts due shall be made within 90 days after receipt by the Contracting Authority of an invoice and of the application for the certificate of provisional acceptance.</i></p> <p>Order of legal precedence between contractual documents is defined in the Article 4 of the</p>

No.	Question	Answer
	<p><i>article 31.2.</i>” and to the Special Conditions, Article 26/26.3 on page 5, wherein the following is specified: “By derogation,.”</p> <p>Question:</p> <p>It is assumed that the Article 26/26.3 of the Special Conditions prevail the Article 26/26.3 from the General Conditions. Please confirm.</p>	Contract.
69	<p>Reference is made to the above mentioned Tender, A. Instructions to Tenderers, Article 3/3.3. on page 6, wherein the following is specified: “The eligibility requirement detailed in subclauses 3.1 and 3.2 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor providing more than 10% of the supplies must certify that they meet these conditions.”</p> <p>Question:</p> <p>Are pure sub-suppliers also counting as Subcontractor within the meaning of Article 3/3.3. on page 6 of the Instruction to Tenderers?</p>	Expression “pure sub-suppliers” is not recognized in the PRAG terminology, please adhere to the standard terminology used in the tender dossier and/or in the PRAG annex A1a (Glossary).
70	<p>Reference is made to the above mentioned Tender, Annex I General Conditions, Article 6/6.2. on page 3, wherein the following is specified: “The Contractor shall request to the Contracting Authority the authorisation to subcontract. The</p>	Mentioned assumption is not correct, tentative approval in case of silence by the Contracting Authority is applicable only when explicitly stipulated in the Contract.

No.	Question	Answer
	<p><i>request must indicate the elements of the contract to be subcontracted and the identity of the subcontractors. The Contracting Authority shall notify the Contractor of its decision within 30 days of receipt of the request, stating reasons should it withhold such authorization.”</i></p> <p>Question:</p> <p>We assume that the absence of an answer after 30 days shall be deemed to be an approval. Please confirm</p>	
71	<p>Reference is made to the above mentioned Tender, Annex I General Conditions, Article 9/9.2. on page 5, wherein the following is specified: <i>“The Contractor shall, in accordance with the provisions of the Contract, design, manufacture, deliver on site, erect, test and commission the supplies and carry out any other work including the remedying of any defects in the supplies.”</i> and to the Annex I General Conditions, Article 13/13.1. on page 11: <i>“The programme shall contain at least the following: a) the order in which the Contractor proposes to perform the contract including design, manufacture, delivery to place of receipt, installation, testing and commissioning;”</i> and to the A. Instructions to Tenderers, Article 1/1.1. on page 1, wherein the following is specified: <i>“The subject of the contract is the supply (all lots), delivery (all lots), unloading (all lots), installation (all lots), commissioning (Lot 1, Lot 2), testing (Lot 1, Lot 2) training (Lot 1, Lot 2) and commercial warranty (all lots) by the Contractor of the following goods”.</i></p>	<p>Not accepted, please adhere to the existing provisions.</p>

No.	Question	Answer
	<p>Question:</p> <p>We, hereby request to delete the definitions „design“ and „manufacture“ at Article 9/9.2. on page 5 and 13/13.1. on page 11 of the General Conditions according to the Article 1/1.1. on page 1 of the Instruction to Tenderers.</p>	
72	<p>Reference is made to the above mentioned Tender, Special Conditions, Article 13/13.1 on page 3, wherein the following is specified: <i>“The programme should show, inter alia, latest dates for: completion of manufacture, shipping, custom clearance (if applicable), arrival in country, arrival at place of acceptance, unloading, completion of installation, training at Beneficiaries’ premises, commissioning and provisional acceptance at the required location, by which the Contractor proposes to carry out the Supply Contract within the time allowed for implementation of the task”.</i></p> <p>Question:</p> <p>We, hereby request to delete the definitions „completion of manufacture“ according to the Article 1/1.1. on page 1 of the Instruction to Tenderers.</p>	<p>There will be no changes - please note that Article 13.1 contains indicative/non-exhaustive list of project tasks. Final version of the Programme of implementation tasks will be developed by the Contractor in coordination with the beneficiary and will be subject of the approval by the Contracting Authority.</p>
73	<p>Reference is made to the above mentioned Tender, Special Conditions, Article 8 on page 2, wherein the following is specified: <i>“Whilst the Contracting Authority agrees to use its contacts with the</i></p>	<p>Any permits which must be obtained by the contractor for the purpose of fulfilling its contractual obligations.</p>

No.	Question	Answer
	<p><i>authorities where appropriate to assist the Contractor in obtaining the required permits or import licences, the prime and ultimate responsibility for the obtaining of these and licences shall lie with the Contractor who shall keep the Project Manager informed”.</i></p> <p>Question:</p> <p>Which required permits other than the import licenses are necessary?</p>	
74	<p>Reference is made to the above mentioned Tender, Special Conditions, Article 8 on page 2, wherein the following is specified: <i>“If the Contractor is late in applying for or fails to apply for such permits or licences then it may not claim for extensions in the Period of Execution or additional costs as a result”.</i></p> <p>Question:</p> <p>We assume that the Contractor can claim for extensions in the period of execution and/or additional costs, if the delay or fail is not in the sphere of the Contractor. Please confirm.</p>	<p>Emphasis of the Article 8, paragraph. 3, is on describing the consequences of eventual omission by the Contractor in the process of obtaining permits or licences. It complements Article 20 of the General conditions (Extension of period of implementation of the tasks), which among other reasons potentially underpinning reason for extension of the period for implementation of tasks states under point (h) <i>any other causes referred to in these General Conditions which are not due to the Contractor's default.</i></p> <p><i>Concerning price revision, tenderers are reminded about provisions of the Article 15 of the General conditions (Sufficiency of tender price).</i></p>
75	<p>Reference is made to the above mentioned Tender, Annex I General Conditions, Article 12/12.1./a) on page 9, wherein the following is specified: <i>“Compensation for damage to the supplies resulting from the Contractor’s liability in respect of the Contracting Authority is capped at an amount equal to one million euros if the contract value is less than or equal to one million euros. If the contract value is greater than one million euros, compensation for</i></p>	<p>Not accepted, please adhere to the existing provisions.</p>

No.	Question	Answer
	<p><i>damages resulting from the Contractor's liability shall be capped to the contract value" and to the Annex I General Conditions, Article 12/12.1./b) on page 9, wherein the following is specified: "Compensation for damage resulting from the Contractor's liability in respect of the Contracting Authority ..." and to the Annex I General Conditions, Article 12/12.1./c) on page 9/10, wherein the following is specified: "The Contractor shall, at its own expense, indemnify, protect and defend, the Contracting Authority, its agents and employees, from and against all actions, claims, losses or damage ..."</i></p> <p>Question:</p> <p>We propose to limit the compensation for Article 12/12.1/a), 12/12.1/b) and 12/12.1/c), for damage to the supplies, for damage resulting from the Contractor's liability in respect of the Contracting Authority, for damage in respect of third parties and in case of ordinary negligence with 20% of the contract value. Please confirm.</p>	
76	<p>Reference is made to the above mentioned Tender, Special Conditions, Article 13/13.1 on page 3, wherein the following is specified: <i>"The Contractor shall submit to the Project Manager for approval, copied to the Beneficiary, within 14 days from the date of signature of the Contract an accurate and detail programme of performance as stipulated in Article 13.1 of the General Conditions"</i> and to the Special Conditions, Article 14/14.1 on page 3, wherein the following is</p>	<p>Pursuant to the provisions of the Article 13.1 of the General conditions, "<i>date of signature of the Contract</i>" can be interpreted as date of the signature of the contract by the last contracting party, the contractor.</p> <p>This issue will be remedied by means of Corrigendum No.5.</p> <p>Deadline for submission of tenders will be postponed.</p> <p>Please regularly check official websites: https://webgate.ec.europa.eu/europeaid/online-services/index.cfm?do=publi.welcome and</p>

No.	Question	Answer
	<p>specified: <i>“Any fittings and fittings or ancillaries or information that is required by the Beneficiary to prepare for proper acceptance, installation and commissioning of the equipment, position and capacity of utility supplies, any other preconditions for installation and operation, must be made available to the Project Manager and Beneficiary within 21 days after contract signature”</i> and to the A. Instructions to Tenderers, Article 21/21.5. on page 15, wherein the following is specified: <i>“Within 30 days of receipt of the contract signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force”</i>.</p> <p>Question:</p> <p>We assume that through the term “signature of the Contract” as specified in the Article 13/13.1 on page 3 and Article 14/14 on page 3 of Special Conditions is meant the signature by the Contractor, according to the Article 7/7.1 of the Instruction to Tenderers. Please confirm.</p>	<p>www.cfcu.gov.rs .</p>
77	<p>Reference is made to the above mentioned Tender, Annex I General Conditions, Article 7/7.1. on page 4, wherein the following is specified: <i>“Save where otherwise provided in the Special Conditions, within 30 days of the signing of the Contract, the Contracting Authority shall</i></p>	<p>Pursuant to the provisions of the Article 7.1 of the General conditions, “signing of the Contract” can be interpreted as act of signing of the contract by the last contracting party, the contractor.</p>

No.	Question	Answer
	<p><i>provide the Contractor, free of charge, with a copy of the drawings prepared for the implementation of the tasks and a copy of the specifications and other Contract documents.” and to the A. Instructions to Tenderers, Article 21/21.5. on page 15, wherein the following is specified: “Within 30 days of receipt of the contract signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force”.</i></p> <p>Question:</p> <p>We assume that through the term “signature of the Contract” as specified in the Article 7/7.1. of General Conditions, is meant the signature by the Contractor, according to the Article 21/21.5. of the Instruction to Tenderers. Please confirm.</p>	
78	<p>Reference is made to the above mentioned Tender, Annex I General Conditions, Article 20/20.3. on page 15, wherein the following is specified: <i>“Within 30 days from the receipt of the Contractor’s detailed particulars of the request, the Project Manager shall in agreement with the Contracting Authority, by notice to the Contractor, grant such extension of the period of implementation of the tasks as may be justified, either prospectively or retrospectively, or inform the Contractor that it is not</i></p>	<p>Quoted Article 20.3 of the General conditions does not envisage tentative approval in case of silence of the Contracting Authority, it only imposes strict time limit onto project manager regarding notification of the Contractor.</p>

No.	Question	Answer
	<p><i>entitled to an extension”.</i></p> <p>Question:</p> <p>We assume that the absence of an answer after 30 days shall be deemed to be an approval. Please confirm.</p>	
79	<p>Reference is made to the above mentioned Tender, Annex I General Conditions, Article 21/21.1. on page 15, wherein the following is specified: <i>“If the Contractor fails to deliver any or all of the goods or perform the services within the period of implementation of the tasks specified in the Contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation of the tasks, or extended period of implementation of the tasks under article 20, and the actual date of completion”.</i></p> <p>Question:</p> <p>We would like to amend the Article 21/21.1. on page 15 of the General Conditions as follows</p> <p>Quote</p> <p><i>“If the Contractor fails to deliver any or all of the goods or perform the services <u>due to the Contractors default</u> within the period of implementation of the tasks specified in the Contract ...”.</i></p> <p>Unquote</p> <p>Please confirm our proposal above.</p>	<p>Not accepted, please adhere to the existing provisions.</p>

No.	Question	Answer
80	<p>Reference is made to the above mentioned Tender, Annex I General Conditions, Article 22/22.2. on page 16, wherein the following is specified: <i>“Subject to the limits of the procedure thresholds set in the Practical Guide, the Contracting Authority reserves the right to vary by an administrative order the quantities per lot or per item by +/- 100% at the time of contracting and during the validity of the Contract”</i>.</p> <p>Question:</p> <p>We assume that the “100%” of the Article 22/22. on page 16 of the General Conditions is a tipping mistake and you meant “10%”. Please confirm.</p>	<p>Quoted Article 22 of the General conditions is fully applicable.</p>
81	<p>Reference is made to the above mentioned Tender, Annex I General Conditions, Article 23/23.4./c) on page 18, wherein the following is specified: <i>“such suspension is necessary by reason of normal climatic conditions at the place of acceptance”</i>.</p> <p>Question:</p> <p>Please specify the definition of “normal climatic conditions” as per Article 23/23.4./c) on page 18 of the General Conditions.</p>	<p>Under “normal climatic conditions” please consider climatic conditions not significantly deviating from the standard weather conditions in the beneficiary country.</p>

No.	Question	Answer
82	<p>Reference is made to the above mentioned Tender, Annex I General Conditions, Article 26/26.12. on page 21, wherein the following is specified: <i>“Prior to, or instead of, terminating the contract as provided for in Article 36, the Contracting Authority may suspend payments as a precautionary measure without prior notice”.</i></p> <p>Question:</p> <p>Please insert a time limit for the suspension of the payments for Article 26/26.12 on page 21 of the General Conditions.</p>	<p>Not accepted, please adhere to the existing provisions.</p>
83	<p>Reference is made to the above mentioned Tender, Annex I General Conditions, Article 32/32.4. on page 25, wherein the following is specified: <i>“If the Contractor fails to remedy a defect or damage within the time limit stipulated in the notification, the Contracting Authority may ...”.</i></p> <p>Question:</p> <p>We would like to amend the Article 32/32.4. on page 25 of the General Conditions in such a way that the limit stipulated in the notification must be <u>adequate</u> to the identified defect or damage.</p> <p>Quote</p> <p><i>“If the Contractor fails to remedy a defect or damage within <u>an adequate</u> time limit stipulated in the notification, the Contracting Authority may ...”</i></p>	<p>Not accepted, please adhere to the existing provisions.</p>

No.	Question	Answer
	<p>Unquote</p> <p>Please confirm our proposal above.</p>	
84	<p>Reference is made to the above mentioned Tender, Annex I General Conditions, Article 34/34.1. on page 26, wherein the following is specified: <i>“Upon expire of the warranty period, or where there is more than one such period, upon expiry of the latest period, and when all defects or damage have been rectified, ...”</i>.</p> <p>Question:</p> <p>We would like to amend the Article 34/34.1. on page 26 of the General Conditions in such a way that all <u>“essential”</u> defects or damages have been rectified.</p> <p>Quote</p> <p><i>“Upon expire of the warranty period, or where there is more than one such period, upon expiry of the latest period, and when all <u>essential</u> defects or damage have been rectified ...”</i></p> <p>Unquote</p> <p>Please confirm our proposal above.</p>	<p>Not accepted, please adhere to the existing provisions.</p>
85	<p>Reference is made to the above mentioned Tender, Annex I General Conditions, Article 36/36.2. on page 27, wherein the following is specified: <i>“Subject to any other provision of these General Conditions, the Contracting Authority may, by giving seven day notice to the Contractor, terminate the contract in any of the following</i></p>	<p>Not accepted, please adhere to the existing provisions.</p>

No.	Question	Answer
	<p><i>cases where: ...”.</i></p> <p>Question:</p> <p>We, hereby request to adapt the Article 36/36.2. on page 27 of the General Conditions in such a way that also the Contracting Authority must give a 14 days’ notice to the Contractor instead of a 7 day notice, according to the Article 37/37.1. on page 29 of the General Conditions.</p> <p>Quote</p> <p><i>“Subject to any other provision of these General Conditions, the Contracting Authority may, by giving <u>14 days’ notice</u> to the Contractor, terminate the contract in any of the following cases where: ...”.</i></p> <p>Unquote</p> <p>Please confirm our proposal above.</p>	
86	<p>Reference is made to the above mentioned Tender, Special Conditions, Article 14/14.1. on page 3, wherein the following is specified: <i>“Any fittings and fittings or ancillaries or information that is required by the Beneficiary to prepare for proper acceptance, installation and commissioning of the equipment ...”.</i></p> <p>Question:</p> <p>Please specify the definition “Beneficiary”.</p>	<p>“Beneficiary” is an end user of goods and service which will be procured under respective contract, i.e. Forensic laboratories of the Ministry of Interior of the Republic of Serbia as.</p>

No.	Question	Answer
87	<p>Reference is made to the above mentioned Tender, Special Conditions, Article 8/8. on page 2, wherein the following is specified: <i>“Whilst the Contracting Authority agrees to use its contacts with the authorities where appropriate to assist the Contractor in obtaining the required permits or import licences, the prime and ultimate responsibility for the obtaining of these and licences shall lie with the Contractor who shall keep the Project Manager informed”.</i></p> <p>Question:</p> <p>Is there an import license available and/or does the Contracting Authority provide the import licenses?</p>	<p>Contracting Authority is not in possession of any import licence concerning this tender procedure nor it is responsible for issuing any such licence. Quoted provision is built around general responsibility of the Contracting Authority to assist the Contractor with obtaining required permits or licences from the competent national authorities (e.g. VAT exception form).</p>
88	<p>Reference is made to the above mentioned Tender, Special Conditions, Article 14/14.1 on page 3, wherein the following is specified: <i>“Any fittings and fittings or ancillaries or information that is required by the Beneficiary to prepare for proper acceptance, installation and commissioning of the equipment, position and capacity of utility supplies, any other preconditions for installation and operation, must be made available to the Project Manager and Beneficiary within 21 days after contract signature”.</i></p> <p>Question:</p> <p>We, hereby request to adapt the time limit in Article 14/14.1 on page 3 of the Special Conditions in to 45 days instead of 21 days after contract signature.</p>	<p>This issue will be remedied by means of Corrigendum No.5.</p> <p>Deadline for submission of tenders will be postponed.</p> <p>Please regularly check official websites: https://webgate.ec.europa.eu/europeaid/online-services/index.cfm?do=publi.welcome and www.cfcu.gov.rs .</p>

No.	Question	Answer
	<p>Quote</p> <p><i>“Any fittings and fittings or ancillaries or information that is required by the Beneficiary to prepare for proper acceptance, installation and commissioning of the equipment, position and capacity of utility supplies, any other preconditions for installation and operation, must be made available to the Project Manager and Beneficiary within 45 days after contract signature”.</i></p> <p>Unquote</p> <p>Please confirm our proposal above.</p>	
89	<p>Reference is made to the above mentioned Tender, D. Tender Form for a Supply Contract, c41 Tender Submission Form, on page 10, wherein the following is specified: <i>“Annex 1- Declaration of Honour on Exclusion and Selection Criteria, Insert Form a.15”.</i></p> <p>Question:</p> <p>We would like to draw to your attention that the form a.15 is not available in the tender documentation and also not on the website of the European Commission, under point 8. “List of Annexes”.</p> <p>Can we assume that the form “a.15” of the D. Tender Form for a Supply Contract on page 10 is a typing mistake and you meant “a.14”? Please confirm.</p>	<p>Declaration on honour, PRAG annex a14/Annex 1 of the Tender submission form is available under Volume “D” of the tender dossier. Reference to the form/annex a15 represents a typing error.</p>

No.	Question	Answer
90	<p>Lot 2 – Item 2.25.1 “Electric stove”</p> <p>You request “<i>cooking area 26 x 41 cm</i>”.</p> <p>Please clarify if it’s acceptable to provide with higher cooking area up to 30x50cm.</p>	Please refer to Corrigendum No 4.
91	<p>Lot 2 – item 2.8 “Portable Infrared-Fourier transformation spectrophotometer and UATR”</p> <p>You request “<i>Forensic (drugs, narcotics) FT-IR spectra library compatible with software and spectrometer’s data format</i>”.</p> <p>Please clarify approx. how many spectres are required, as the software may vary depending on the number of spectres.</p>	<p>Please refer to technical specification.</p> <p>Software does not vary depending on the number of spectres.</p>
92	<p>Lot 2 – item 2.40.1 “Laboratory analogue thermometer, range -30 – +50 °C”.</p> <p>a) You request “<i>alcohol filling</i>”. Please clarify if it’s acceptable to be modified as “<i>liquid filling to provide required temperature</i>”.</p> <p>b) You request “<i>enclosed-scale type; Ø 8 to 9,5 mm</i>”. Please clarify if you accept to be modified as “<i>enclosed-scale type; Ø min. 8 to 9 mm</i>”.</p>	<p>a) Please refer to Corrigendum No 4.</p> <p>b) No modification is needed since measure of enclosed-scale type Ø 8 to 9,5 mm presented in TC is wide enough.</p>

No.	Question	Answer
93	<p>Lot 2 – item 2.40.2 “Laboratory digital thermometer”</p> <p>You request “<i>probe cable length minimum 1,5 m</i>”. Please clarify if you also accept cables lengths of min. 1.3m.</p>	<p>No, it is not acceptable.</p>
94	<p>According to Lot2 being the Price-Schedule your Financial Offer is consisting of 19 pages !!! due to the fact that each sub-part of a system should be specified separately.</p> <p>Normally in all previous tender for the European Community in and outside Serbia for the last 15 years, each item has one single price.</p> <p>For example Lot item. 2.1 is a Gas Chromatograph but is divided as per your Price Schedule in :</p> <p>2.1.1 Gas chromatograph (GC) 2.1.2 Liquid and Head Space Sampler: 2.1.3 Mass selective detector (MSD) Instrument 2.1.4 PC, Printer and Software 2.1.4.2 B/W Laser printer: 2.1.4.3 Software: 2.1.5 Analytical column 2.1.6 Standard kit for GC-MS:</p> <p>Question: Are we obliged to quote each position from 2.1.1. up to and including 2.1.16 as separately as per the initial request which means Item 2.1. gas Chromatograph has 6 sub-prices as per Annex c4g_AnnexvfinofferLot2 (of the Tender documents) or can we quote one single price (like usual in EuropeAid tenders) which includes all sub-items being 2.1.1+2.1.2+2.1.3 +2.1.4</p>	<p>When completing Annex IV: Budget breakdown (model financial offer), along with other requested data, tenderer must provide following information: (1) brand/model of offered product under “specification offered”, (2) unit cost, (3) corresponding total and (4) grand total (sum of totals).</p> <p>In case of composite items, having quantity described as “consisting of”/set consisting of”, unit cost and corresponding total must be indicated per corresponding sub-item(s) (i.e. tender must price sub-item(s) rather than corresponding composite item). Sub-items have quantity described as piece(s)/set/liter(s)/m/kit(s)/package(s).</p> <p>Such approach would facilitate eventual variation of the quantities specified in the tender, in line with instructions provided under point 21.4 of ITT.</p> <p>Tenderers are also reminded to thoroughly check financial offer any against arithmetical errors in computation and summation before submission.</p>

Contracting Authority's clarifications no. 4

No.	Question	Answer
	+2.1.5+2.1.6 as defined under this single item) Same counts for other Lots as well. Please clarify.	
95	For the Item 2.12.2 , can we offer the oven with usefull capacity of 108 liters?	Please refer to Corrigendum No 4.
96	For the Item 2.13.1. WATER BATH Is it applicable to offer waterbath with capacity of 5 I?	Please refer to Corrigendum No 4.
97	For the Item 2.13.2 WATER BATH is it applicable to offer waterbath with capacity of 12 I?	Please refer to Corrigendum No 4.
98	For the Item 2.23.1 ULTRASONIC BATH Is it applicable to offer ultrasonic bath with HF peak 80W and heating power	Please refer to Corrigendum No 4.
99	For the Item 2.23.2 ULTRASONIC BATH Is it applicable to offer ultrasonic bath with HF peak 140W	Please refer to Corrigendum No 4.
100	For the Item 2.23.3. ULTRASONIC BATH Is it applicable to offer ultrasonic bath with HF peak 160W	Please refer to Corrigendum No 4.
101	For the Item 2.24.1 Laboratory refrigerator, stand alone Is it applicable to offer refrigerator with dimensions 545x1573x634mm	No, it is not acceptable.

Contracting Authority's clarifications no. 4

No.	Question	Answer
102	For the Item 2.24.2. Refrigerator with freezing chamber, stand alone: is it applicable to offer refrigerator with dimensions 540 x 1680 x 600 mm?	No, it is not acceptable.
103	For the Item 2.24.3 Refrigerator with ice box: is it applicable to offer refrigerator with dimensions 540x860x600mm?	No, it is not acceptable.