



Finance Contract:	SERBIAN INLAND WATERWAY INFRASTRUCTURE Finance Contract between the Republic of Serbia and European Investment Bank (Official Gazette of the Republic of Serbia - International Contracts No. 02/2019)
MCTI reference:	404-02-00152/1/2019-2
Type of document:	Clarification No 28 to Tender Dossier
Number of pages:	3
Number of attachments:	-
Date:	September 4, 2020

Clarification No. 28 to TD

General

Volume 1, Section 1 – Instructions to Tenderers

QUESTIONS	ANSWERS
<p>Question No 1</p> <p>It is described (15.1 Instructions to tenderers) that tender guarantee should be provided in the form “of a bank guarantee, a banker’s draft, a certified cheque, a guarantee provided by an insurance and/or guarantee company or an irrevocable letter of credit made out to the contracting authority.”</p> <p>a) Question: Are there the rules / requirements in choosing the bank that will issue the tender guarantee?</p>	<p>Answer No 1</p> <p>It is solely responsibility of a tenderer to choose a bank who will issue a tender guarantee. A tender guarantee must in full comply with article 15 Tender Guarantee, Section 1 – Instructions to Tenderers, Volume 1 of the Tender Dossier.</p>
<p>Question No 2</p> <p>About sealing and marking pages. “11.1.2 Instruction to tenderers The tender must be signed on behalf of the tenderer/joint</p>	<p>Answer No 2</p> <p>It is responsibility of Tenderers to prepare Tender Dossier in accordance with Volume 1, Section 1 – Instructions to Tenderers, Clause 11 – Content and presentation of tender. The Tender Dossier must be signed in accordance with Sub-Clause 11.1.2.</p>



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venture/consortium by a person or persons duly authorised to do so, empowered by power of attorney submitted in accordance with Form 4.3 in Volume 1, Section 4 of the tender dossier. 11.1.3 The relevant pages of the documents specified in Clause 12 must be signed as indicated. 17.1. ... All pages of the tender must be enumerated consecutively, in the footer at the bottom, in each volume of the original and all five copies. "22.1 The evaluation committee will check that each tender has been properly signed"

a) **Questions:** How look properly signed tender – what pages need to be signed and where? All forms has place for signature but it is not specified is it need to be stamp also? Other documents which will be part of the tender also need to be signed but how? Is there rule where to put place for signature – right bottom corner or some other place, or the place of signature is not important? **Should all pages of bidding document be signed initialling at right bottom corners? Should all pages of bidding document with or without stamp?**

and 11.1.3 **in the manner that is legally binding upon tenderer(s).**



Question No 3

ITT 3.2. These terms refer to all nationals of the above states and to all legal entities, companies or partnerships established in the above states. **For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law.**

a) **Question:** Documents required under country's law need to be notarized or not? What about if that documents are not in English language – Is it sufficient to provide a translation certified by a certified translator or additional notarization or other confirmation of the identity of the documents is required?

b) **Question:** Is the consortium formed by two foreign companies mandatory for both parties to have branches in Serbia? Is it possible that A has a branch in Serbia and B does not have a branch?

Answer No 3

- a) Kindly see the Volume 1, Section 1 – Instructions to Tenderers, Sub-Clause 10.2. quote:” If supporting documents are not written in English, **an accurate (but not necessarily legally certified) translation into English must be signed by the Tenderer** and attached to the original” end of quote.
- b) It is solely responsibility of the Tenderers to legally organize its own operations. The Contracting Authority shall not to interfere or recommend any organizational and legal matters/arrangements of potential consortium members.