

Clarification Note - ITB MNG/01/2016 - Questions and answers

1. Is it necessary to deliver original copies or certified true copies of the supporting documents such as Insurance policies, Use permit, Title deed etc., or a simple photocopy is sufficient

The Bidder shall attach documentary evidence according to the requirements set in the ITB. If the ITB does not explicitly require originals, then color copies of the originals are acceptable.

2. Does the financial statements have to be certified with a stamp of the Tax Authority of Montenegro, having in mind that upon submission of the statements to the Tax Authority of Montenegro the tax payer receives only the confirmation on receipt of the financial statements by the Tax Authority of Montenegro, whilst the tax payer may request certification afterwards, meaning certification is an exception and not the rule

As a general practice, Financial Statements are required in an accredited form (certificate/stamp/statement of the company's book-keeping firm) but the approval of the Tax Authority is not a requirement, unless this is the general practice in Montenegro.

3. Does the existing engagement of certain external services providers for the (edit) "the bidder" (such as maintenance team and building security) are to the contrary of Article 16 of the General conditions of contract (services)

Subcontracting of ancillary services may be permitted and shall not be a reason for exclusion – the rate and proportion of subcontracting however shall be negotiated and agreed with upon contract drafting.

4. Does the proposal for advance payment of the rent and other costs/expenses arising from the lease agreement may be the reason for rejection of the bid or it is subject to further negotiations in case of success of the bidder on the tender, having in mind that according to Payment terms set forth in the Instructions to proposers (RFP) OSCE's financial policy precludes advance payments, whilst according to General conditions of contract (services) this can be stipulated differently by the Contract

The Clarification from the side of a Bidder shall be limited to the subject of the current call and should not dispute legal or financial matters in the bid submission phase.

5. According to General conditions of contract (services) the Contract shall be governed by and construed in accordance with the substantive laws of Republic of Austria, so our question is if this is a mistake or your true request, having in mind that the services (lease) are provided on the Montenegrin territory and in relation to the real estate located on the territory of Montenegro, which means the only logical governing law would be laws of Montenegro. Please clarify.

The quote citing the Governing Law is correct. The question does not refer to the subject of this call.

6. In case of success on the tender, is it mandatory to use OSCE's form of contract or it is optional meaning that Leassor's form of contract may be used

Upon contracting the OSCE's Lease Template shall be applied.