



**smatsa**

NAB-00-13/67

29 JUL 2019

#### CLARIFICATION (4) OF TENDER DOCUMENTS – 97/U/19

In accordance with Article 63 of Public Procurement Law ("Official gazette of Republic of Serbia" no. 124/12, 14/15 and 68/15) and based on written request of interested party to provide additional information related to the preparation of bid in the Public Procurement Procedure, PP 97/U/19 - Aviation English Courses for Air Traffic Control Officers, we provide the following answers:

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##### **Question 1:**

Who is responsible for obtaining visas for the course participants, and in what way, and who will bear the costs related to visas issuance, since it has been stated in the Technical Specification that "the Service Provider is required to provide participants with all the necessary documents (certificate of course enrolment/invitation letter in order to obtain visas)", and in Article 5 of the Model of the Contract it has been stated that "During the execution of the Contract, the Service Provider is obliged to provide the Contracting Authority with all necessary assistance when obtaining visas for Great Britain for the course participants, including issuing certificates of course enrolment and invitation letters"?

##### **Answer 1:**

Course participants shall obtain visas for themselves, and the Contracting Authority shall bear the related costs. Obligation of the Service Provider is to issue a certificate of course enrolment i.e. an invitation letter for each participant, in a timely manner, after the signing of the Contract and before the commencement of each cycle.

##### **Question 2:**

It has been stated in the Technical Specification that, apart from possessing the required training center accreditation, the center must be specialized in Aviation English language training, as well, but it is unclear what is implied under the term "specialized requirements".

##### **Answer 2:**

The term "the center specialized in Aviation English language training" in paragraph 9 of the Technical Specification refers to the following Additional Requirements that the Bidder must fulfill:

Paragraph 1 b) – Business Capacity - states the following: "that the Bidder conducted Aviation English language courses with success to at least 50 participants), whether in groups or individually, in the last 5 (five) years i.e. before the date of publication of the Invitation to submit a Bid (from 10/07/2014 to 10/07/2019)", which is to be proven by enclosing Form V-7.

Additionally, paragraph 3 – Personnel Capacity - states the following: "that the Bidder employs at least 3 (three) lecturers, to be responsible for the execution of the respective Contract, who have at least 2 (two) years of experience in General and Aviation English language training", which is to be proven by enclosing Forms V-9 and V-10.

##### **Question 3:**

Who bears the costs of booking a hotel accommodation in case the hotel booking is to be paid in advance? Who bears the costs of a hotel accommodation itself? Taking into account the number of lessons required for 350 course participants and the request for a Service Provider to organize hotel accommodation for 13 (thirteen) nights per course participant, in a high quality 3 or 4 stars hotel of a renowned hotel chain, located in the very center of the city and the requirement that all participants, in all cycles during the duration of the Contract, must be accommodated in the same hotel with the service that includes accommodation in double rooms (single use) with en-suite bathroom, breakfast service, free use of Wi-Fi in the



lobby and hotel rooms and obligatory heating in the period from October to May, and with the following facilities in each accommodation unit: a safety deposit box, air conditioning, LCD TV, hairdryer, ironing facilities, electric kettle and toiletries, as well as possessing more than one lift and a good-quality fitness center, it is unclear how you have managed to incorporate complete costs for a three-year period into the value of a low-value public procurement for which you have initiated the respective procedure, bearing in mind that the actual costs of the course for the stated number of course participants and the costs of accommodation in the UK, under the conditions you have stated, are far greater than the estimated value of this Public Procurement.

**Answer 3:**

The Contracting Authority shall bear costs of hotel accommodation, and the payment of the same shall be effected in accordance with Article 3 of the Model of the Contract.

The Contracting Authority initiated the respective Low-Value Public Procurement Procedure in accordance with Article 39a. of the Public Procurement Law ("Official Gazette of Republic of Serbia", No. 124/2012, 14/2015 and 68//2015 ").

**Question 4:**

In Article 6 of the Model of the Contract, which is an integral part of the Tender Documents, the following has been stated: " The Service Provider is obliged to appoint the Project Manager within 5 (five) calendar days from the date of entry into force of the Contract, who will be responsible for the exchange of information and necessary data with the Contracting Authority, monitoring the phases and the status of the provision of the Services, and acting in accordance with the Contracting Authority's suggestions and objections with a view to fulfilling the objectives of the project." However, the respective requirement has not been stipulated within Section II of the Tender Documents - Technical Specification, and therefore we are unsure whether this should be regarded as an additional requirement to be fulfilled by the Service Provider. Also, we would like you to clarify whether the person appointed should possess specific competencies.

**Answer 4:**

The obligations of the Service Provider have been defined In Articles 5 and 6 of the Model of the Contract, whereas the Technical Specification - Section II of the Tender Documents provides a detailed description of the services.

It is not required that the person appointed the Project Manager should possess specific competencies.