



June 8, 2010

To: potential bidders in tender no. 9/10

Clarification document no. 2

- 1 **Question:** Par. 5.2, "*The Ministry may, ..., terminate the Contract within the contract period (...) for any reason whatsoever and at its sole discretion*" and article 16 of the Contract.

Our question: Is the Ministry of Environmental Protection also prepared to compensate the bidder for unavoidable costs incurred due to the early termination?

Answer: The ministry shall not compensate the winner if it chooses to practice its right to terminate the contract before its expiration date. Nevertheless, the ministry is willing to waive this decision according to its exclusive judgment.

- 2 **Question:** Par. 7.6, "*The bidder shall attach an affidavit signed by a Lawyer or an Accountant or a Tax Advisor in relation to the employment of foreign workers as required under ...etc.*".

Our question: Should the International Consulting Body also provide this document? If the answer is yes, is a declaration from the national tax authority also sufficient?

Answer: Only the bidder is required to attach the aforementioned document.

- 3 **Question:** Par. 7.8, "*The bidder must furnish a binding commitment to a*

contract for the performance of services that are subject of this Tender with an International Consulting Body."

Our question: What are the requirements of such a binding commitment? Is a letter of commitment between the bidder and the International Consulting Body for this project sufficient or should parties prove that they have already a contractual relationship for a certain number of years?

Answer :

As mentioned explicitly in par. 7.8, .there is no requirement in the tender for a contractual relationship between the bidder and an international consulting body, but the bidder must furnish a binding commitment signed by both parties for the performance of the services..

4.

Question: Par. 10.4, "*The party that is selected to perform the Services will be required to sign an unreserved undertaking as to non-disclosure...*".

Our question: Is it possible to receive a copy of the non-disclosure agreement which parties have to sign or is reference made to Appendix D to the Agreement ?

Answer:

The aforementioned non-disclosure agreement is indeed in appendix D to the agreement.

5.

Question: Article 39 of the Contract

Our question: The liability of the Services Provider is unlimited. Is the Ministry of Environmental Protection willing to consider to limit the liability of the Services Provider to direct damages and with a maximum of e.g.



once the contract sum?

Answer:

The ministry shall not change the current wording of the aforementioned article. Nevertheless, it is hereby clarified that the use in this article will be made only in extreme cases that justify its use.

Best regards

Ifat Bas

Tenders and agreements supervisor
Ministry of environmental protection

Copies:

Tender file