CLARIFICATION NO. 2

To the RFP Document for the procurement of **Design, Development and Implementation of the Integrated Agricultural Information Platform (IAIP), including the State-owned Land Management Information System (SALMIS)**
RFP No.: AMP-GO-RFP-SC2.1-3

РЕПУБЛИКА СЕВЕРНА МАКЕДОНИЈА
REPUBLIKA E MAQEDONISË SË VERIUT
МИНИСТЕРСТВО ЗА ЗЕМЈОДЕЛСТВО, ШУМАРСТВО И ВОДОСТОПАНСТВО
MINISTRIA E BUJQËSISË, PYLLTARISË DHE EKONOMISË SË UJËRAVE
Бр.-Nr. 146-6188/4
16.07 20 26 год.-vit/e.
СКОПЈЕ - SHKUP

TO ALL FIRMS THAT HAVE OBTAINED THE RFP DOCUMENT

Dear Sir/Madam,

With reference to the stated subject, please be informed that the Ministry of Agriculture, Forestry and Water Economy, with reference to the question raised by a prospective Proposer and pursuant to Instructions to Proposers, ITP 7.1, hereby provides clarification to all Proposers.
This clarification does amend the RFP Document.
Please find enclosed the Clarification Table with the question received and the answer given.

Yours sincerely,

Project Director,
Anita Pavlovska

Attachment: Clarification Table

CLARIFICATION TABLE

No. of Question	Question	Reference in the RFP Document	No. of Answer	Answer	Clarification or Amendment
1	A prospective Proposer requests clarification on whether Key Experts or Non-Key Experts may be proposed where such experts are employed by: (i) an entity that was awarded a contract for preparation of draft technical specifications, provided that the proposed experts were not identified as members of the relevant project team and had no involvement in the preparation of the procurement documentation; and/or (ii) entities employing individual experts who prepared the final technical specifications in their individual capacity, provided that the proposed experts themselves had no involvement in the preparation of the procurement documentation.	Section I - Instructions to Proposers, ITP 4.2 and ITP 4.10	1	The Purchaser refers Proposers to the eligibility and conflict of interest provisions set out in Section I – Instructions to Proposers, ITP 4, in particular ITP 4.2 and ITP 4.10. Under ITP 4.2, a Proposer shall not have a conflict of interest, and any Proposer found to have a conflict of interest shall be disqualified. This includes the circumstance specified in ITP 4.2(e), where any affiliate of the Proposer participated as a consultant in the preparation of the design or technical specifications of the Information System. Accordingly, the circumstances described in the question cannot be determined in the abstract solely on the basis of the current or previous employment relationship of a proposed Key Expert or Non-Key Expert. Compliance shall be assessed under ITP 4 on the basis of the actual facts, relationships and arrangements presented in the Proposal. The Proposer remains responsible for ensuring that its Proposal complies with ITP 4 and, pursuant to ITP 4.10, shall	Clarification

				provide any documentary evidence of eligibility that the Purchaser may reasonably request. This clarification does not constitute prior approval of any specific expert, employer or proposed arrangement.	
2	The Proposal Data Sheet (PDS), ITP 18.1, states that the currency of payment shall be Macedonian denars and further notes that local regulations require legal presence in North Macedonia for payment purposes. As this procurement is open to eligible international Proposers, including Joint Ventures, please clarify the practical application of this requirement in the case of a Joint Venture comprising a foreign company and a company legally established in North Macedonia. Specifically: (a) May a foreign company act as the Lead Member of a Joint Venture? (b) Does the presence of a Joint Venture member legally established in North Macedonia satisfy the legal presence requirement, or must each foreign Joint Venture member establish its own separate legal presence in North Macedonia? (c) What constitutes "legal presence" for the purposes of Contract execution, invoicing and payment? (d) May payments in Macedonian denars be made to a bank account maintained outside North Macedonia, with any required currency conversion, or must payments be made to a bank account maintained in North Macedonia?	Section I – Instructions to Proposers: ITP 4.1, ITP 4.4, ITP 11.5, ITP 18.1, ITP 18.2 and ITP 21.4; Section II – Proposal Data Sheet: PDS ITP 4.1, PDS ITP 18.1 and PDS ITP 21.3(b); Section IV – Proposal Forms: Price Schedule Forms, Notes to Proposers, paragraphs 5 and 7; Section VIII – General Conditions of Contract: GCC Clause 14, Taxes and Duties; Section IX – Special Conditions of Contract: SCC provisions applicable to GCC 12.4 and GCC 12.5;	2	The Purchaser clarifies and confirms the following: (a) Foreign Lead Member A foreign company may act as the Lead Member of a Joint Venture. The RFP Document does not require the Lead Member to be incorporated or registered in North Macedonia. The Lead Member shall be designated in the Joint Venture Agreement or Letter of Intent and shall be duly authorized to represent and bind all members of the Joint Venture during the procurement process and, if the Joint Venture is awarded the Contract, during Contract execution. The Lead Member shall also meet all requirements expressly applicable to the Lead Member under the RFP Document, including the certification requirements introduced through Amendment No. 1. (b) Proposal submission and legal presence A foreign Proposer or a foreign member of a Joint Venture is not required to establish a company, branch or other separate legal presence in North Macedonia solely as a condition for submitting a Proposal. The legal presence requirement referred to in PDS ITP 18.1 applies to Contract execution, invoicing, tax and VAT administration, and payment under the Contract. In the case of a Joint Venture comprising a member legally established in North Macedonia, the registration of that member shall be sufficient to satisfy the legal presence requirement for payment administration under the Contract. Each foreign Joint Venture member shall not be required to establish its own separate legal presence in North Macedonia solely because of its participation in the Joint Venture. The Joint Venture member satisfying the legal presence requirement is not required to be the Lead Member of the Joint Venture. (c) Meaning of legal presence For the purposes of this procurement, "legal presence" means a legal entity or registered branch established in	Amendment

				North Macedonia that is legally capable of performing the relevant Contract-related invoicing and payment functions, complying with applicable tax, VAT and other statutory obligations, and receiving payments in Macedonian denars. Where a Joint Venture includes a member legally established in North Macedonia, the legal presence requirement may be satisfied through that member, subject to the arrangements established in the Joint Venture Agreement and the Contract Agreement. The Joint Venture shall not be required to establish a separate legal entity in North Macedonia where the legal presence and payment requirements are satisfied through an existing Joint Venture member legally established in North Macedonia. (d) Designated invoicing and payment member The Joint Venture Agreement shall identify the Joint Venture member legally established in North Macedonia that is authorized by all Joint Venture members to submit invoices and receive payments on behalf of the Joint Venture. It shall also set out the internal financial arrangements among the Joint Venture members, in accordance with PDS ITP 21.3(b). The designation and authorization shall be irrevocable for the purposes of Contract administration, unless otherwise approved in writing by the Purchaser, and shall be reflected in the Contract Agreement. The required legal presence, invoicing and payment arrangement shall be in place and documented no later than the date of signature of the Contract Agreement. (e) Currency and bank account for payment All payments under the Contract shall be made in Macedonian denars to one designated bank account denominated in Macedonian denars and maintained with a bank licensed to operate in North Macedonia. The designated bank account shall be held by either: (i) the Joint Venture member legally established in North Macedonia and authorized to receive payments on behalf of the Joint Venture; or (ii) the Joint Venture itself, where the Joint Venture has been established as a separate legal entity registered in North Macedonia.	

				Payments under the Contract shall not be made to a bank account maintained outside North Macedonia. Where the Contract Price, or any component thereof, is denominated in a foreign currency, the amount payable shall be converted into Macedonian denars using the middle exchange rate of the National Bank of the Republic of North Macedonia applicable on the date of approval of the relevant invoice by the Purchaser, as shall be specified in the amended Contract provisions. (f) Effect of payment and internal allocation Payment by the Purchaser to the designated bank account shall constitute full and valid discharge of the Purchaser's corresponding payment obligation to the Joint Venture and all its members. The Purchaser shall not be responsible for the subsequent allocation or transfer of funds among the Joint Venture members. Such allocation shall be governed exclusively by the Joint Venture Agreement and shall remain the responsibility of the Joint Venture members. The Purchaser shall not make separate or split payments directly to individual Joint Venture members unless expressly provided for in the Contract Agreement. (g) Obligations of individual Joint Venture members The use of a locally established Joint Venture member for legal presence, invoicing and payment purposes shall not relieve any foreign Joint Venture member from any tax, VAT, permanent establishment, employment, customs, registration or other statutory obligation that may arise from the activities actually performed by that member in North Macedonia. Each Joint Venture member shall remain responsible for compliance with the legislation applicable to its own activities, without prejudice to the joint and several liability of all Joint Venture members for the execution of the Contract. (h) Amendment of the RFP Document To eliminate inconsistencies and ensure that the applicable legal presence, invoicing, currency-conversion and payment arrangements are clearly and consistently established, the relevant provisions of the RFP Document shall be amended through Amendment No. 2. Amendment No. 2 shall address, as applicable, PDS ITP 18.1, PDS ITP 21.3(b), the instructions applicable to the	

				Price Schedule Forms, the SCC provisions applicable to GCC 12.4 and GCC 12.5, and the relevant provisions of the Contract Agreement.	
3	The RFP Document appears to contain references to both a twenty-four (24)-month and a thirty-six (36)-month Warranty Period, also referred to as the Defect Liability Period. Could the Purchaser please confirm the applicable Warranty Period for this procurement and clarify which requirement shall prevail in the event of any inconsistency within the RFP Document?	Section II – Proposal Data Sheet: PDS ITP 17.2; Section III – Evaluation and Qualification Criteria (Without Prequalification): Financial Evaluation, paragraph 4(b), Recurrent Costs; Section VII – Requirements of the Information System / Technical Requirements: Clauses 2.9.2.1 and 2.9.2.2, the relevant component-specific warranty and support requirements, and the System Inventory Tables; Section VIII – General Conditions of Contract: GCC Clauses 1.1(e)(xi) and 29.4; Section IX – Special Conditions of Contract: SCC provisions applicable to GCC Clause 7.3, Component MNT 01, and GCC Clause 29.4.	3	The Purchaser confirms that, for the purposes of this procurement, the terms "Warranty Period" and "Defect Liability Period" refer to the same contractual period. The applicable Warranty Period for the complete Information System under this procurement shall be twenty-four (24) months. The Warranty Period shall commence on the date of Operational Acceptance of the System as an integrated whole and shall apply to all components supplied, developed, configured, integrated or implemented under the Contract, including the Integrated Agricultural Information Platform (IAIP), the State-owned Agricultural Land Management Information System (SALMIS), the Business Intelligence Platform, all software, hardware, network equipment, licenses and subscriptions, integrations, interoperability services and related services included within the scope of the Contract. The references to a thirty-six (36)-month Warranty Period in: (i) Section III – Evaluation and Qualification Criteria, Financial Evaluation, paragraph 4(b), Recurrent Costs; (ii) Section IX – Special Conditions of Contract applicable to GCC Clause 7.3, Component MNT 01; and (iii) Section IX – Special Conditions of Contract applicable to GCC Clause 29.4, are drafting inconsistencies and shall be corrected to twenty-four (24) months through Amendment No. 2. Section VIII, GCC Clause 29.4, constitutes part of the standard General Conditions of Contract and shall remain unchanged. As GCC Clause 29.4 applies "unless otherwise specified in the SCC," the twenty-four (24)-month Warranty Period specified in the amended SCC applicable to GCC Clause 29.4 shall apply to this Contract and shall prevail over the default thirty-six (36)-month period stated in GCC Clause 29.4. Accordingly, the default thirty-six (36)-month period in GCC Clause 29.4 shall not apply to this procurement. Proposers shall prepare their Technical and Financial Proposals, including all relevant warranty, maintenance, technical support, licensing, subscription and recurrent-cost calculations, on the basis of a twenty-four (24)-month Warranty Period.	Amendment

				The separate indicative Post-Warranty maintenance and support period of sixty (60) months shall remain unchanged and is not affected by this clarification. In the event of any inconsistency, Amendment No. 2 and the amended SCC applicable to GCC Clause 29.4 shall prevail for the purposes of this procurement.	
4	To improve readability and facilitate the evaluation process, would the Purchaser accept the Technical Responsiveness Checklist to be submitted in an integrated table format, where each technical requirement is presented together with the Proposer's technical response and the corresponding cross-reference to the Technical Proposal? The proposed format would retain all information required by the RFP Document while adding the response and cross-reference as additional columns to the right of each technical requirement, rather than submitting the technical requirements and the Technical Responsiveness Checklist as separate tables. No technical requirement or information requested by the RFP Document would be omitted or modified. An illustrative example of the proposed format has been provided for reference.	Section I – Instructions to Proposers: ITP 11.2(g), ITP 11.4, ITP 16.1 and ITP 16.2(c); Section IV – Proposal Forms: Conformance of Information System Materials, Format of the Technical Proposal and Technical Responsiveness Checklist (Format), pages 128–130 of 272; Section VII – Requirements of the Information System / Annex 1 – Technical Specifications: Clause 2.1, Presentation Format of Detailed Functional Requirements.	4	The Purchaser confirms that the proposed integrated table format is acceptable. A Proposer may submit a single integrated Technical Responsiveness Table in which each technical requirement is presented together with the Proposer's corresponding technical response and the relevant cross-reference to supporting information in the Technical Proposal. Where the integrated format is used, the Proposer is not required to submit a separate duplicate Technical Responsiveness Checklist, provided that the integrated table contains all information required under ITP 16.2(c) and Section IV of the RFP Document. The integrated table shall, as a minimum, contain the following information for each technical requirement: (i) the original technical requirement number or unique identification code; (ii) the technical requirement or an unambiguous description thereof; (iii) the applicable classification of the requirement as Mandatory (M), Preferable (P) or Informative (I), as stated in the Technical Specifications; (iv) the Proposer's technical response and reasons supporting compliance; and (v) precise cross-references to the relevant supporting information contained in the Technical Proposal, including, as applicable, the document title, section, page, paragraph, drawing, technical datasheet, certificate or other supporting evidence. The following conditions shall apply: (a) all technical requirements contained in Section VII and Annex 1 shall be covered individually and shall remain clearly identifiable by their original numbering; (b) no technical requirement may be omitted, substantively	Clarification

				modified, reclassified, combined with another requirement in a manner that obscures individual compliance, or replaced by a different requirement; (c) the Proposer should retain the original sequence of the technical requirements to the extent practicable in order to facilitate the evaluation process; (d) the technical response shall provide sufficient information and evidence to enable the Purchaser to assess the credibility and level of compliance of the proposed solution. A response consisting only of statements such as "Yes," "Comply," "Confirmed" or "Will comply," without an adequate explanation or supporting evidence, may not be sufficient to demonstrate compliance; (e) the integrated table shall not replace any supporting technical documentation, product literature, certificates, Manufacturer's Authorizations, method statements, project plans, technical descriptions or other documents required under the RFP Document; (f) the integrated table and the Technical Part of the Proposal shall not contain any information relating to the Proposal price or other material financial information; (g) whenever a discrepancy arises between the item-by-item commentary contained in the integrated table and any catalogues, technical specifications or other pre-printed supporting materials submitted with the Proposal, the item-by-item commentary shall prevail, in accordance with ITP 16.2(c); and (h) the illustrative example submitted with the request is accepted solely as an example of the proposed presentation format and does not constitute prior approval of any substantive technical response, proposed solution or evidence that may subsequently be included in a Proposal. This presentation option shall be available equally to all Proposers. The use of the integrated table format shall not affect the applicable technical requirements, the evaluation methodology or the assessment of the responsiveness of the Proposal. This clarification concerns only the manner of presenting the information already required under the RFP Document and does not amend the RFP Document.	
5	The Table of Contents of the issued RFP Document indicates that Section X – Contract Forms commences on page 279. However, Section X does not appear to	Summary of the Standard Procurement Document: Part 3 – Conditions of	5	The Purchaser confirms that Section X – Contract Forms was inadvertently omitted from the RFP Document made available to prospective Proposers.	Amendment

	be included in the RFP Document made available to prospective Proposers. Could the Purchaser please provide the missing Section X – Contract Forms and confirm its status as part of the RFP Document?	Contract and Contract Forms, Section X – Contractual Forms; Table of Contents: Section X – Contract Forms, page 279; Section I – Instructions to Proposers: ITP 6.1, ITP 6.3 and ITP 6.4; ITP provisions concerning Signing of Contract and Performance Security; Section VIII – General Conditions of Contract: GCC Clause 1.1(a)(iii), GCC Clauses 13.2 and 13.3, GCC Clause 26.2, GCC Clause 27.3 and GCC Clause 39; Section IX – Special Conditions of Contract: SCC provisions applicable to GCC Clauses 12.1 and 13.		Section X forms an integral part of the RFP Document in accordance with ITP 6.1 and the Table of Contents. The omission shall therefore be corrected through Amendment No. 2. The complete Section X – Contract Forms shall be issued as an annex to Amendment No. 2 and shall form an integral part of the RFP Document. Section X shall include, as applicable, the following forms and contractual instruments: (i) Letter of Acceptance; (ii) Beneficial Ownership Disclosure Form; (iii) Contract Agreement, including the relevant Contract Agreement Appendices; (iv) Performance Security Form or Forms; (v) Advance Payment Security Form; (vi) Installation Certificate; (vii) Operational Acceptance Certificate; and (viii) Change Order Procedures and related Change Order Forms. The Performance Security and Advance Payment Security forms shall be completed and submitted only by the successful Proposer following notification of Contract award and in accordance with the applicable provisions of the RFP Document and the Contract. The Letter of Acceptance, Contract Agreement, Installation and Operational Acceptance Certificates, Change Order Forms and the other contractual forms shall be used at the applicable stage of Contract award or Contract execution. Prospective Proposers are not required to submit completed Section X forms with their Proposals, unless a specific provision of the RFP Document expressly requires otherwise. Nevertheless, Proposers shall review and take the provisions and forms contained in Section X into account when preparing their Proposals, including when assessing contractual obligations, securities, payment arrangements, risk allocation and Contract execution requirements. For ease of reference, the Purchaser shall also publish a	

				Consolidated RFP Document incorporating Amendment No. 1, Amendment No. 2 and the complete Section X – Contract Forms. The consolidated version shall be provided solely to facilitate the preparation and review of Proposals. The formally issued RFP Document, read together with Amendment No. 1 and Amendment No. 2, shall remain the legally controlling procurement documentation. In the event of any discrepancy, the provisions of the applicable Amendment shall prevail, with the later Amendment prevailing to the extent of any inconsistency.	