



EUROPEAN UNION
DELEGATION TO THE REPUBLIC OF SERBIA

CONTRACTING AUTHORITY'S CLARIFICATIONS No. 8

**“Serbia Floods Rehabilitation Support”- Emergency works project
“Flood Protection System – Macva”**

Publication reference: EuropeAid/137976/DH/WKS/RS

No.	Question	Answer
1.	<p>Due to technical complexity of the project and large amount of technical, financial and commercial documentation that needs to be prepared and translated (esp.reference certificates that need to be confirmed by employers from abroad), we kindly ask the Employer to extend the tender submission deadline for at least 30 days.</p>	<p>The published submission deadline remains in force.</p>
2.	<p>Regarding the forms of the Prefinancing Guarantee, Retention Guarantee, Performance guarantee and Tender guarantee we would propose the following:</p> <ul style="list-style-type: none"> - it is usual practice that the applicable law to the above-mentioned guarantees is that of the country of the financial institution, so we suggest that we observe this; - add confirmation of signatures on Demand for payment under the guarantee as follows: <p><i>Beneficiary's demand for payment must be presented through the intermediary of beneficiary's bank confirming that signature(s) on beneficiary's demand for payment appear to conform to specimen(s) held in his bank records.</i></p>	<p>The published tender documentation including all forms is neither to be changed nor deviated from.</p>
3.	<p>To avoid any confusion regarding the guarantee being effective or not, we suggest adding the concrete submission date to the Tender guarantee:</p> <p><i>The guarantee will enter into force and take effect from the submission deadline of the tender, which is on __.__.2017.</i></p>	<p>Concrete submission date to the Tender guarantee can be specified</p>
4.	<p>Please note that it is indicated in point 15.3 of the Instructions to tenderers that the tender guarantee shall remain valid for 45 days beyond the period of validity of the tender. However, in paragraph 8 of the Tender guarantee form it is stated that the guarantee shall expire at the latest one year after the</p>	<p>Please refer to the text of the Tender guarantee form should be followed in this case</p>

No.	Question	Answer
	deadline for submitting tenders. Which is correct?	
5.	<p>To avoid any confusion regarding the guarantee being enforceable or not, we suggest adding more specific instructions for payment of advance payment to Prefinancing guarantee:</p> <p><i>A demand under this guarantee may be presented as from the crediting of pre-financing payment in the amount of EUR _____ without any deductions to the Contractor's account no. _____ maintained with the Guarantor, provided such remittance identifies the guarantee to which it relates, using reference no. _____.</i></p>	Please see answer to question 2 above.
6.	<p>We are writing to you in reference to the Tender Documentation for the project "Flood protection System-Macva" in Republic of Serbia.</p> <p>We have noticed that in the "Minutes of Information Meeting", Part 5., the answer to the last question referring to personal references for Key experts and whom they might be issued by, the answer was "by Investors". Our key experts have mainly been engaged on the projects abroad. It would be very difficult or even impossible to get the appropriate written proof of their references now. Having this in mind, we suggest you to accept personal references issued by the employer.</p>	Self-statements and statements issued by the present employer for the past experience (with another employer) cannot be considered acceptable.
7.	In General Part, Item 12, Sub item 12.2.1. (g) Key Staff of selection criteria, states that <i>the tenderer must submit tenderer the list, CV's and copies of diploma/degrees and employer certificates for the key personnel listed above.</i> Regarding employer certificates, please clarify us which document /s tenderer must submit?	Please see answer to question 6 above
8.	In General Part, Item 12, Sub item 12.2.1. (g) Key Staff of selection criteria, states that <i>Project Manager (Contractor's Representative)</i> , among the other must have <i>civil engineering and project management experience in at least two projects with a similar nature and complexity.</i> Please confirm that you really need to prove that Project Manager must have experience in civil engineering and project management, because it is usual that for civil engineering and project management Investor engage Project Management companies that are engaged directly by the Investor and they are not in relation to the Contractor? In this case, bidders are compelled to partnership with Project Management companies and use their staff, which we suspect was	As published, Project Manager (Contractor's Representative) is needed to manage the project on behalf of the Contractor, not a Project Management company.

No.	Question	Answer
	the purpose of the request.	
9.	<p>In General Part, Item 12, Sub item 12.2.1. (d) of selection criteria, states <i>that the lead member of a joint venture/consortium, must be able to carry out at least 50% of the contract using its own means.</i> Please clarify is it necessary that the lead partner must meet and fulfil 50% of all selection criteria by capacity?</p>	<p>No. The lead member of a joint venture/Consortium does not have to fulfil 50% of all selection criteria.</p> <p>The tenderer has to demonstrate in his bid that the lead member of a joint venture/consortium is "<i>able to carry out at least 50% of the <u>contract works</u> by using its own means.</i>"</p>
10.	<p>In General Part, Item 12, Sub item 12.2.1. (f) of selection criteria, states <i>that if it is a partner of a member of a joint venture/consortium (i.e. not the lead member) it must be able to carry out at least 10% of the contract using its own means.</i> Please clarify is it necessary that the each partner must meet and fulfil 10% of all selection criteria by own capacities regarding Economic and financial capacity as well as Technical and professional capacity?</p>	<p>No. Other member(s) of a joint venture/Consortium do not have to fulfil 10% of all selection criteria.</p> <p>The tenderer has to demonstrate in his bid that other members(s) of the joint venture/consortium "<i>...must be able to carry out at least 10 % of the <u>contract works</u> using its own means</i>".</p>
11.	<p>In General Part, Item 12, Sub item 12.2.1. of selection criteria, <i>Technical and professional capacity states that if tenderer applies for both LOTs, must have completed at least three (3) contracts (with a portion of the contract being at least 3.300.000 EUR) for the works of similar nature and complexity and experience in the works on sand refilling in at least 200 000 m³, which were implemented in the course of the past 5 years (starting from 01.01.2012 up to the deadline for submission of tenders).</i></p> <p><i>Please clarify which kinds of works are applicable as works of similar nature and complexity?</i></p> <p>Is it mandatory that tenderer must have experience in the works on sand refilling or in at least 200,000 m³?</p>	<p>The works of similar nature and complexity are defined in the selection criterion related to technical and professional capacity for bidders applying for one Lot.</p> <p>Therefore, bidders who bids for both lots must have experience in works in the field of construction or reconstruction or recovery works on: embankments, or earth filled dams, or riverbed training or riverbank reinforcement.</p> <p>Bidders (bidding for 1 or 2 lots) should prove having experience in dredging works of riverbed/lake/sea sediment, of at least 150.000 m³</p> <p>We would like to clarify that the reference to 200,000 m³ of sand refilling specified in the technical and professional capacity for bidders applying for both Lots represents an additional (slightly increased) requirement by 50,000m³ to ensure that bidders have proper experience in handling substantial amounts of earth works (excavation or refilling) related</p>

No.	Question	Answer
	Is it acceptable that that tenderer has experience in dredging works of riverbed sediment, too?	to projects of similar complexity and nature as explained above.
12.	In Instruction of tenderers Item 17- Sealing, marking and submitting tenders in Sub-item 17.1 is missing the end of the last sentence. Please clarify.	Please disregard this last sentence (typo mistake)
13.	Please Clarify is it necessary to prepare double qualification documentation and related Forms if we want to apply for both LOTs (Lot 1 & Lot 2) as a single company or in similar constellation of joint venture/consortia?	It is not necessary to prepare all the Technical Qualification Forms 4.6.1 – 4.6.10 separately per lot. Forms 4.6.1.1-4.6.1.3; 4.6.2; 4.6.3 and 4.6.8 related to actual technical proposal must be prepared for each lot separately.
14.	Shall Bidder submit one or two Tender Bonds if applies for both Lots (Lot 1 & Lot 2)? Also, if Bidder awards Contract for both Lots (Lot 1 & Lot 2), is it obligatory to submit one or two other Bonds (Performance Guarantee, Advance payment Guarantee and Retention Guarantee)? Please clarify.	The bidder applying for both lots must submit a separate Tender Guarantee for each lot. In case a Bidder will be awarded both Lots, he shall be obliged to submit for each lot separate Performance Guarantee, Advance Payment and Retention Guarantee.
15.	In Volume 2 Section 4-Specimen Performance Guarantee is mentioned Article 15 of the Special Conditions of the Contract as well as Article 15.8 of the General Conditions to the Contract. Please guide us where we can find above mentioned articles or please clarify.	Please note that correct references to Specimen Performance Guarantee are found in article 4.2 of the Particular Conditions of Contract as well as in article 4.2 of General Conditions of Contract for Construction, First Edition 1999 Published by the Federation Internationale des Ingenieurs – Conseils (FIDIC)
16.	In Volume 2 Section 5-Specimen Prefinancing Payment Guarantee is mentioned Article 46 of the Special Conditions of the Contract as well as Article 46.7 of the General Conditions. Please guide us where we can find above mentioned articles or please clarify.	Please note that correct references to Specimen prefinancing Guarantee are found in article 14.2 of the Particular Conditions of Contract as well as in article 14.2 of General Conditions of Contract for Construction, First Edition 1999 Published by the Federation Internationale des Ingenieurs – Conseils (FIDIC)

No.	Question	Answer
17.	In Volume 2 Section 6-Specimen Retention Guarantee is mentioned Article 47 of the Special Conditions of the Contract as well as Article 47.3 of the General Conditions. Please guide us where we can find above mentioned articles or please clarify.	Please note that correct references to Specimen retention Guarantee are found in article 14.9 of the Particular Conditions of Contract as well as in article 14.9 of General Conditions of Contract for Construction, First Edition 1999 Published by the Federation Internationale des Ingenieurs – Conseils (FIDIC)
18.	In Volume 2 Section 5-Specimen Prefinancing Payment Guarantee states in the fourth paragraph: <i>[and in any case at the latest on (at the expiry of 18 months after the implementation period of the Contract)]</i> . Please clarify term the implementation period of the Contract. Is it mean 18 months after the commencement date?	The formulation in the Volume 2 Section 6-Specimen Pre-financing Payment Guarantee means: at the expiry of 18 months after the implementation period of the Contract. More precisely, the guarantee must remain valid 18 months after the contract end date, not after the commencement date (formula for calculation: contract implementation period + 18 months)
19.	Please clarify whether is limit of not less than 500,000.00 Euro per accident of Insurance against Injury to Persons and Damage to Property relates per occurrence with unlimited number of occurrences?	Your presumption is correct: the limit of not less than 500,000.00 Euro per accident of Insurance against Injury to Persons and Damage to Property relates per occurrence with unlimited number of occurrences.
20.	Is exist clause Cross Liability in Insurance against Injury to Persons and Damage to Property?	Please note in article 18 of the Particular Conditions of Contract as well as in article 18 of General Conditions of Contract for Construction, First Edition 1999 Published by the Federation Internationale des Ingenieurs – Conseils (FIDIC)
21.	Please clarify what is amount of Insurance for Works and Contractor's Equipment and on which period?	Please note in article 18 of the Particular Conditions of Contract as well as in article 18 of General Conditions of Contract for Construction, First Edition 1999 Published by the Federation Internationale des Ingenieurs – Conseils (FIDIC)
22.	In the article 12.2.1a "technical and professional capacity" for one lot, it is stated: "...and proving also experience in dredging works of riverbed sediment, of at least 150.000 m ³ , which were implemented in the course of the past 5 years..."	The dredging of the seabed (or lakebed) can be considered as similar work.

No.	Question	Answer
	<p>The question is whether the dredging of the seabed (or per example lakebed) can be considered as reference work, or the reference is valid only for the rivers?</p>	
23.	<p>In the article 12.2.1a "technical and professional capacity" for two lots, it is stated: "...and experience in the works on sand refilling in at least 200 000 m3, which were implemented in the course of the past 5 years."</p> <p>As per the above written we can conclude that if the tenderer applies to one lot it should provide reference for dredging (150,000 m3); and if the tenderer applies for two lots, it should provide reference for sand refilling (200,000 m3). Can you please confirm our understanding?</p>	<p>As clarified in Answer to question no. 11 above; the amount of 200,000 m³ does not represent only sand refilling.</p> <p>This amount incorporates 150,000m³ of dredging and, (for bidders applying for both lots) additional amount of 50,000m³ of earth works carried out in relation to works in the field of construction or reconstruction or recovery works on: embankments, or earth filled dams, or riverbed training or riverbank reinforcement.</p>