



Belgrade, 18/05/2011

REF 2010/D/01756

Project title: “Waste Water Treatment Project - Leskovac”
Publication ref.: EuropeAid/130477/C/SER/RS

Tender no.: 10SER01/03/21

No	Question	Answer
1	<p>According to Vol.1 Section1 art. 3(b) “The tenderer has implemented as prime contractor at least 1 project with a minimum value of 8,000,000 EUR and 1 project with a minimum value of 5,000,000 EUR of similar nature and complexity comparable to this design and build contract (similar nature and complexity means: design and construction works for waste water treatment plants that included mechanical and biological treatment process for above 50,000 P.E.)”.</p> <p>In connection with the above-stated requirements of the employer, we would like you to clarify the following: Is a reference acceptable, regarding the experience of a participant in this tender for construction of a WWTP, in case he has built such in a consortium with another construction company?</p>	<p>A reference could be considered in case the tenderer had been the prime contractor, either sole or as a member of joint venture/consortium.</p>
2	<p>(continuation of the previous question 1)</p> <p>Is a reference acceptable, regarding the experience of a participant in this tender for complete reconstruction and modernisation of a WWTP with the above requirements?</p> <p>The reconstruction covers increase of the capacity of the Plant, construction of new facilities along the waterline (mechanical and biological – “tertiary” treatment and removal of existing drying beds, as well as construction of new line for sludge treatment, including sludge dewatering).</p>	<p>The executed works under the proposed project should meet the requirements for similar nature and complexity as defined in Procurement Notice article 16 3b).</p>

CONTRACTING AUTHORITY'S CLARIFICATIONS

No	Question	Answer
3	Please confirm that the recorded form 4.6.13 on p.6/22 must be read as 4.6.12, as shown in Vol.1 Section 4 p.43/44?	Yes, we confirm that it should be read as 4.6.12, referring to the Certificate of the Attendance. Please see item 1 of Corrigendum 2 to the Tender Dossier.
4	As recommended in Volume 3, Section 1, Item 3.1.4.7 "A previous study (Volume 5, reference design document 2 and 4) have calculated the 1:100 year flood level to be 217.48masl. Given that the average ground level on the site is only 215.5masl, its recommended that the general ground level of the site is raised to protect the plant from the effect of flooding" With reference to this recommendation we would like to have information for the nearest sources for aggregates?	According to the available information it would be possible to obtain the necessary aggregates from a single source from a distance up to 20 km from the site, near the locality of Lipovica. At a distance of up to 10 km there would be several sources that could satisfy the demand jointly, but not individually. This is indicative information that needs to be verified by the tenderer, as well as the compliance of the materials with the requirements of the technical specifications.
5	Document - Instructions to Tenderers state: 3.6 The upper limit of subcontracting is 30% of the value of the tender. Is this the total amount of subcontracting allowed or is this the maximum per subcontractor?	It is the total amount of subcontracting allowed.
6	We would like to express our interest for participation, depending on following clarification: 1. In order to convert requested 50.000 PE into m ³ /h, please specify wished waste water quantity per person in (litre/day_person). 2. WWTP are projects within communal public sector and usually planned/designed from different company to those which has to deliver the plant (execute the works). For the case that the reference for the design (only) will be given by the certain planning / design company intended to be engaged as a nominated subcontractor, please confirm if such reference (for design) will be taken into account for the fulfilling the requested selected criteria for Technical and Professional capacity.	1. We refer you to the data provided in table 2 and table 3 in Volume 3 Section 2 of the tender dossier. 2. Any proposed reference should have been implemented by the tenderer as prime contractor and meet the requirements for similar nature (design and construction works for waste water treatment plants....) as indicated in the Procurement Notice article 16 3b).
7	We have doubt about what is said Volume 1, Section 1. Point 12 and the Form 4.6.1.4. of the Tender Dossier: Does "engineer with the required license" mean "Serbian or validated licenses"?	The required licenses are the ones issued in accordance with the requirements of the Planning and Construction Act of the Republic of Serbia.

CONTRACTING AUTHORITY'S CLARIFICATIONS

No	Question	Answer
8	<p>Continuation of question 7</p> <p>Should we mention their names in the Form 4.6.1.3. or it should be considered enough to sign the Form 4.6.1.4?</p>	<p>Provision of the required Form 4.6.1.4 would be sufficient for tender evaluation purposes.</p>
9	<p>Continuation of of question 7</p> <p>Related to question 7: Should we place those engineers, in the Key Positions as the table in the page 9 of 22 of Section 1, Volume 1, (Contractor's Representative, Site Manager, Electrical/SCADA Engineer and Mechanical Engineer?</p>	<p>The experts, possessing the required licenses in accordance with the Planning and Construction Act of the Republic of Serbia, would not necessarily be the ones proposed for the key positions.</p>
10	<p>In Volume 3-Section5, Item 3.5.12 – Low Voltage Main Distribution is written: “In the Transformer Station there shall be a LV Main Cubicle to receive electrical power from the transformers. This part of design belongs to the transformer station design / delivery (Part 1 in Table 1 in Volume 3, Sec. 2) and is not part of this Scope of Tender. However, the distribution of this power to the LV Process Distributions belongs to the Scope of Delivery of this Tender. This means, the boundary of this project on the LV side of the power supply is defined to be busbars in LV Main Cubicle (called Transformer Cubicle). From this point the Contractor will design the LV Main Distribution System as required further. It is envisaged LV Main Distribution will be housed in the power block building, shown as the position 29 on the WWTP Layout Drawing DWG 5.3, next to the diesel engine driven emergency generator.” Question: Please confirm that the complete Low Voltage Main Distribution Board/Cubicle is a part of this tender, including the incoming feeders from the Transformers and all outgoing lines to the LV Process distributions with the respective circuit breakers, apparatus, etc.</p>	<p>We confirm that the complete Low Voltage Main Distribution Board/Cubicle is a part of this tender, including the incoming feeders from the Transformers and all outgoing lines to the LV Process distributions with the respective circuit breakers, apparatus, etc, is included in the scope of Works for the tender.</p> <p>Please refer to Corrigendum 2 to the Tender Dossier, item 23</p>
11	<p>With reference to the tender documents for the above mention tender, we would like to ask the following question: In vol 3, Sec 2, Table 17, the Oxygen yield membrane aerators (specific oxygen transfer ratio SOTR) is given with $\leq 20 \text{ g O}_2/\text{Nm}^3\cdot\text{m}$. With available fine bubble aerators, also SOTR values $> 20 \text{ g O}_2/\text{Nm}^3\cdot\text{m}$ are possible. Therefore the required value $\leq 20 \text{ g O}_2/$</p>	<p>The oxygen yield ratio provided in the requirements is indicative, although it is based on realistic values seen in membranes available on the market. However the tenderers are allowed to propose their own yield ratios, provided that these are supported by manufacturers' specifications, to be included in the offer. The tenderers have the obligation to guarantee</p>

CONTRACTING AUTHORITY'S CLARIFICATIONS

No	Question	Answer
	Nm3.m will increase the operation costs significant to a value larger than necessary, Please confirm that the tender is free to choose the SOTR for his offered aeration system and for his operation cost calculation?	the operational costs for the proposed WWTP, requiring a careful choice of the aeration system. Please refer to Volume 3 Section 2 Paragraph 3.2.4.
12	In case of a joint venture, can a tenderer submit two Tender Guarantees, proportioned according to the joint venture agreement, or the Tender Guarantee Form should be only one?	Only one single Tender Guarantee is allowed – Instructions to Tenderers, article 15.1
13	We would like to ask you to change the date 12.04.2011 with another one for the site visiting and the registration of Tender “Waste water treatment Plant of Leskovac” and if it is possible it will be very convinient for us to fix a date after Easter, 26/04/2011	Please be informed that the dates set in the tender documentation are fixed and can not be changed. The mandatory site visit was held on 12 th April 2011 and for the reason of fair and transparent competition it is not possible to fix a new date.
14	I have one question about the date that was given for visit of the site on 12 April 2011. Do we need a document of visiting the site for participating in the tender? And if we need such document would it possible to have another date for visiting the site?	Please see answer to question 13 Please be referred to the requirements of the Instructions to Tenderer, article 6.3 regarding the site visit attendance certificate.
15	Can you please inform us what the Official Budget is for the Project?	The budget for the tender could not be disclosed.
16	What is the situation of the Building permit and what are the specifics authorizations and permits within the scope of work of the Contractor?	These aspects are detailed in the various subparagraphs of Volume 3 Section 1 paragraph 3.1.9 General Design Requirements.
17	Please clarify that the Contractor's guarantees of performance and operational costs shall be subject to the weather conditions, waste water quality, pollution quantities and other influencing conditions detailed in the design parameters which the Contractor was required to rely on pursuant to Volume 3 Section 2 Clause 3.2. Please see Chapter 3.2 Section 2 – Particular Design and Process Requirements and specially item 3.2.2.2 Hydraulic load; and 3.2.2.4 where is written: “The beneficiary takes the risk of any undefined industrial pollutants...” In fact all this chapter explain and detailed what are the loads we need to consider as basic design criteria.	The Contractor's guarantees shall be based on the information provided in Volume 3 Section 2 Clause 3.2, with respect to flow and load conditions.

CONTRACTING AUTHORITY'S CLARIFICATIONS

No	Question	Answer
18	In reference to clause 26 of the Instructions to Tenderers, GC + SCC Articles 9 and 46 please clarify that the provision of free access to the Site as well as the full amount of the pre-financing shall be regarded as conditions precedent to commencement of the works by the Contractor.	Access to site and commencement of the works are conditioned by the furnishing of a valid Performance Guarantee – Instructions to Tenderers, article 26.1.
19	In reference to clause 13.3 of the Instructions to Tenderers please clarify which taxes and duties are exonerated for this contract. VAT must be included in the Offer Prices?	No, the prices should not include the taxes and fiscal duties.
20	Please clarify regarding the Item 12.2 in Section 1 “Instruction to Tenderers”, selection and eligibility criteria for Technical and Professional capacity: In case the leading partner of a JV meet 100% of the technical and professional capacity required, and the other partner – for Civil Works- can prove that had implemented as Main Contractor, Earthworks and Concrete Works in volume and complexity comparable to the required for this project, is accepted.	Please refer to Contracting Authority's Clarifications No 1, item 2.
21	As specified in the Tender Documents Contract limits are represented by the inlet/by-pass chamber, positioned in correspondence of the DN1200 sewer arrival, and the manhole n° 5, positioned in correspondence of the discharge section. Since during the site visit was verified that these sections had already been executed, we ask You if it is possible to obtain details about carried out works for these two compartments. Alternatively, if this were not possible, we kindly ask You to confirm the bottom levels indicated in the hydraulic profile included in the tender drawings (DWG 5.6).	<p>Based on the site survey provided by the Beneficiary, as-built status of the said structures and pipes is as follows:</p> <p>Inlet/by pass chamber:</p> <ul style="list-style-type: none"> - internal sizes: W/L = 2.3/2.2m - coordinates (75 79 638.51, 47 68 531.58) - elevations: - incoming pipe DN1.200 – pipe invert 212.98 masl - outlet pipe towards by-pass – pipe invert 214.20 masl - chamber bottom elevation - 212.82 masl - chamber upper edge and terrain elevation 215.86 masl <p>Manhole MH5:</p> <ul style="list-style-type: none"> - Coordinates: (7579 677.15, 47 68 715.51) - Elevations: - terrain 216.0 masl - outlet pipe invert 213.8 masl - manhole cover 216.52 masl <p>Please refer to Corrigendum 2 to the Tender Dossier, item 11.</p>

CONTRACTING AUTHORITY'S CLARIFICATIONS

No	Question	Answer
22	In volume 3 – Section 1 “General Requirements”. Paragraph 3.1.9.14 “Odor Control Requirements”, it is not clearly defined whether Odor Control System will be provided or not. Please clarify. Furthermore, in case of a simplified odor control solution please clarify the type (i.e. carbon filter).	<p>Contrary to what is mentioned in the query, in paragraph 3.1.9.14 of Section clearly states that the Contractor shall provide odour control.</p> <p>The proposed equipment shall be limited to simple filters for which cartridges can be easily replaced. The selection of such filters is to discretion of the Tenderers.</p>
23	In Volume 3 – Section 2 “Particular Design & Process Design Requirements” – Paragraph 3.2.4.1.4 Inlet/Distribution Chamber, the following is stated for the inlet-distribution chamber: “...Wastewater transfer to the WWTP shall be conducted by means of a variable level sharp-edged weir that shall control wastewater inflow to the plant, and prevent plant overloading... “ This would allow a flowsplit with a mixed overflow towards the stormwatertank and a variable overflow towards the wastewater line. Please clarify.	Inflow (hydraulic loading) to the WWTP process line must be limited in accordance with the prescribed maximum plant capacity. This can be achieved by means of variable level sharp-edged weirs in the inlet distribution chamber, as stated in paragraph 3.2.4.1.4.
24	In Volume 3 – Section 2 “Particular Design & Process Design Requirements” – Paragraph 3.2.4.1.7 “Stormwater Compensation Tank” is stating the following: “...In the inlet distribution chamber there shall be two controllable sharp-crested weirs; one to the wastewater treatment plant and the other to the stormwater compensation tank...” This is demanding two variable overflow weirs, please clarify.	This statement is not in contradiction with the Tender description provided in question No. 23, the only difference being that in previous statement only one of variable level weirs is mentioned.
25	In Volume 3 – Section 2 “Particular Design & Process Design Requirements” – Paragraph 3.2.7.5.2 “ Secondary Sludge Thickener (Part 3)” is stating the following: The new Secondary Thickeners for thickening of digested sludge shall be designed by the Bidder. Equipment supply as well as construction and installation shall be quoted optionally. On the other hand in In Volume 3 – Section 2 “Particular Design & Process Design Requirements” – Paragraph 3.2.2.2.1 “ Scope of Works” – Table 1 “Overview Table for Leskovac”, the gravity digested sludge thickeners are marked as “No” for optional quotation. Please clarify if the Bidder shall quote optionally the equipment and the installation services of the gravity sludge thickeners and the rest interfaces of the Part 3.	<p>Table 1 provides the correct information.</p> <p>In paragraph 3.2.7.5.2, first phrase, please delete: “...as well as construction and installation services shall be quoted optionally”.</p> <p>Please refer to Corrigendum 2 to the Tender Dossier, item 19.</p>

CONTRACTING AUTHORITY'S CLARIFICATIONS

No	Question	Answer
26	In Volume 3 – Section 2 “Particular Design & Process Design Requirements” – Paragraph 3.2.9.1.1” Administration Building with Laboratory – Subparagraph 7” it is referred that: “Consumables and reagents sufficient for one year’s operation shall be provided as described on Table 29 for” . On table 29 reagents and consumables are not referred. In order to estimate the consumable and reagents needed, the measuring frequency for each test shall be provided.	<p>The reference to Table 29 shall be deleted.</p> <p>For the tests listed under points a) through n) the frequency for measuring and testing shall be 5 days per week.</p> <p>Please refer to Corrigendum 2 to the Tender Dossier, item 20.</p>
27	In Volume 3 – Section 2 “Particular Design & Process Design Requirements” – Paragraph 3.2.9.2.2 “Technical Water and Firefighting System” it is not clearly defined whether the technical water and firefighting system shall be fed from the same pumping station and shall be using the same pipelines and storage tank, or not. Please clarify along with the applicable Serbian regulation for the external firefighting requirements.	<p>It is meant to be a single system, but other solutions could also be proposed. Please refer to Volume 3 section 2 paragraph 3.2.9.2.2</p> <p>Please refer to Corrigendum 2 to the Tender Dossier, item 21.</p>
28	In Volume 3 – Section 2 “Particular Design & Process Design Requirements” – Paragraph 3.2.9.2.2 “Technical Water and Firefighting System” it clearly defines that UV system will be used for the technical water. Though the specification and the type of the UV system has been provided. Please clarify.	<p>In Volume 3 – Section 4 the following paragraph shall be added:</p> <p>3.4.20 UV Sterilization Unit</p> <p>UV Sterilization units shall be of modular design suitable for the disinfection of final effluent for storage in a holding tank. The radiation should be of such intensity as to provide log 4 pathogen reduction and prevent re-growth or repair functionality.</p> <p>The unit shall comprise a multiple units so as to provide a minimum standby capacity, of 20 l/sec in the event of maintenance or breakdown situations. The disinfection unit shall be suitable for ambient operating temperatures of up to 50 degree C.</p> <p>General design features shall comprise, but not limited to:</p> <ol style="list-style-type: none"> 1. Unit, design according to standards as defign in Volume 3 Section 4 paragraph 3.4.5.2 2. Low life cycle costs 3. Lamp life of at least 9000 hours normal operation. 4. Energy efficient operation through automatic lamp power control 5. Automatic mechanical lamp cleaning (wipers) 6. Technical data: <ol style="list-style-type: none"> a) Radiation spectrum of 200 to 300 nm b) Target log inactivation log 4 (known pathogens) c) Fluence 400J/m²- 98% transmission d) Electronic ballast control 7. Materials specification:

CONTRACTING AUTHORITY'S CLARIFICATIONS

No	Question	Answer
		<p>a) Reaction chamber stainless steel 1.4404 b) Flanges stainless steel 1.4404 c) Lamp sleeves of quarts d) Mechanical lamp cleansing wipers PTFE e) Bolts and nuts SST</p> <p>8. UV units, c/w. inlet and discharge connection flanges.</p> <p>The units shall be equipped with an automatic system controller and monitoring and reporting functions to a centralised work station.</p> <p>The system shall be complete with a local terminal box with emergency stop push button; On/Off-key-switch; Manual/O/Automatic-switch. Each unit shall be complete with all necessary ancillary equipment to render the unit complete and immediately ready for service and will form an integral part of the Technical Water system.</p> <p>Please refer to Corrigendum 2 to the Tender Dossier, item 22.</p>
29	<p>In DWG 5.5 “Process Flow Diagram – Sludge Line” it shows design & construction in phase 1 for 2 (two) Primary Sludge Thickeners, whereas in DWG 5.3 “Layout” it shows only 1 (one) Primary Sludge Thickener for Phase 1. Please clarify whether 2 (two) Primary Sludge Thicneker will be constructed for phase 1</p>	<p>As indicated in Volume 3 Section 2 Table 1 and Table 22, two primary sludge thickeners shall be constructed in Phase I with capacity for Phase II. This specification has precedence over the drawings which are indicative only.</p>
30	<p>In Volume 3-Section 4”Mechanical Works Requirements” – Paragraph 3.4.17.6 “Decanter-Centrifuges” Subparagraph is stating the following: “The BFP comprises a supporting steel framework, which incorporates the predewatering drum with filtrate collecting trough” and in Subparagraph 3: “The thickening drum sieve is provided with a polyester sieve fabric of approximately 0.5 mm of mesh size”. Please clarify, if it is possible not to use pre-dewatering drum and instead of pre-dewatering can be proposed a belt thickener unit, as long as the dewatered sludge concentration is guaranteed?</p>	<p>The thickening and dewatering of digested sludge, as described in Volume 3 Section 4 paragraph 3.4.17.6, is not part of the scope of Construction Work of the tender but must be developed at the level of preliminary design for the purpose of obtaining the location permit for the plant. The designer is requested to provide the most adequate preliminary design solution.</p>
31	<p>In Volume 3 – Section 2 “Particular Design & Process Design Requirements” – Paragraph 3.2.4.1.6 “Inflow and Quality Measurement” it is referred that: “The influent Flow and Quality facilities shall be designed and constructed for Phase II” On the other hand, in Table 1 “Overview Table for Leskovac” (in line 7, column 5) it is stated that “the Contractor should not construct the flow metering and characteristics facilities for Phase II. Please clarify.</p>	<p>There shall be two flow-control points at the WWTP inlet: by level recording in the inlet chamber and by means of a flowmeter to be installed between grit chambers and primary settling tanks. Level control in the inlet chamber shall serve both I and II phases. If there is going to be a single line between grit chambers and primary settling tanks, the flowmeter shall serve both phase I and phase II. Therefore, the influent flow and quality measurement should be designed and</p>

CONTRACTING AUTHORITY'S CLARIFICATIONS

No	Question	Answer
		<p>constructed for Phase II.</p> <p>Please refer to Corrigendum 2 to the Tender Dossier, item 7.</p>
32	<p>In Volume 3 – Section 2 “Particular Design & Process Design Requirements” – Paragraph 3.2.6.5 “Return and excess pumping station” it is stated that: “The type of the impeller for RAS and SAS pumps should be “N” type. Since this type is specific orientated, to only one pump manufacturer, please clarify and confirm whether other pump manufacturers with equipment suitable for the intended use , will as be acceptable. Please clarify</p>	<p>After “N type” please insert “or similar”</p> <p>Please refer to Corrigendum 2 to the Tender Dossier, item 17.</p>
33	<p>Please specify the necessary documents to be provided by every single tenderer in a joint-venture/consortium, as the instructions, provided in p. 12.3. of Volume 1, Section 1: Instructions to tenderes, create a requirement, that every tenderer has to submit a tender offer, list of staff for the execution of the contract, technical proposals, work plans and other documents and forms which are supposed to be presented by the joint-venture/consortium as a whole.</p>	<p>In case of submission of a tender by a joint venture/consortium, the joint venture/consortium is referred to as the Tenderer.</p> <p>Every member of a joint venture/consortium should present separately the documents concerning the separate companies as such – for example registration documents, eligibility declarations, financial statements, professional experience, litigation history, etc. While the documents which are common for the joint venture/consortium as a Tenderer in this Tender should be provided as a joint submission of the Tenderer (joint venture/consortium) – for example – technical and financial proposal, works plan, tenderer's personnel, process performance guarantee, certificate of attendance, etc.</p> <p>We disagree with your interpretation of the ITT, Article 12.3. This article describes which information must be included <u>also</u> in the tender in the case of joint ventures.</p>
34	<p>Regarding the copies of documents that are to be submitted as complementary to the required forms, please specify whether the documents must be certified by the tender as “certified true copy”, notary certified or not all?</p>	<p>Ordinary copies are sufficient, unless otherwise specified for a particular document.</p>
35	<p>Please specify whether the joint-venture/consortium agreement must be with notary certification of the signatures?</p>	<p>Not needed for the purpose of the tender.</p>
36	<p>Please specify whether a Power of Attorney is necessary to be submitted if the appointed representative of the joint-venture is fully presented in the joint-venture/consortium agreement? If it is necessary, please specify</p>	<p>A Power of Attorney is required for the person or persons authorized to sign the tender and represent the Tenderer. The empowerment should be done by legally empowered signatories representing all the individual</p>

CONTRACTING AUTHORITY'S CLARIFICATIONS

No	Question	Answer
	whether the Power of Attorney must be with notary certification of the signatures?	members in case of a joint venture/consortium. The form of this authorisation is to be chosen by the Tenderer. Notary certification of the signatures is not required.
37	Please confirm, that the Power of Attorney, required in point 12.1.5 of Volume 1, Section 1: Instruction to tenderers, is required only if the tender and all other related documents are signed by a person not authorized to do so by the registration documents of the company.	Please refer to question 36
38	Please specify what complementary documents are necessary to be attached to Form 4.6.1.3 (CV of the key personnel)? Diplomas, references, certificates.	No complementary documents are required. However, during the evaluation process clarifications may be requested, requiring the submission of ordinary copies of documents
39	Please confirm that you would accept registration documents with the Department of Motor Vehicles, where applicable, for the construction equipment as a substitute of the Manufacturer's documents?	No Manufacturer's documents are required. Please refer to Corrigendum 2 to the Tender Dossier, item 2.
40	Please confirm that the Tender guarantee can be issued to one of the partner companies on behalf of the joint-venture/consortium and covering the joint-venture/consortium as a whole?	Yes.
41	The design and the construction of transformer is not subject to the tender (Vol 3 Sec2_Leskovac_Particular Design and Process Requirements - item 3.2.2.1). It is stated that it is subject to separate design and are obligation of the Employer. In order to prepare our tender design, please kindly provide us with information for the exact location, sizes and floor level (+0.00).	The indicative location is provided in the layout drawing 5.3. The floor level of the transformer station shall be 15 cm above the maximum design flooding level as presented in Volume 3 Section 1 paragraph 3.1.4.7. The detailed design of the transformer station is still under preparation and shall be made available in due time.
42	Please specify the need of spare equipment for items 3.2.7.1 and 3.2.7.2 from Volume 3_Sec_2_Leskovac_Particular Design & Process Requirements.	A spare picket fence unit for the primary thickener (3.2.7.1) is not required. The mechanical thickening for excess sludge (3.2.7.2) foresees a 1(+1) configuration of mechanical thickeners as indicated in table 23. Generally the requirement for spare parts of MEICA equipment is for 2 years of operation after the issue of the provisional acceptance certificate, in accordance with Volume 3, Section 1, Clause 3.1.2
43	We realize that according to Clause 8.1 of ITT the Client must reply at least 11 days before the deadline for receipt of tenders, but we will be very grateful if you can give the answers as soon as possible in order to allow us a more efficient preparation of the Tender.	The clarifications are provided at the earliest convenience and in accordance with the requirements of the tender procedure

CONTRACTING AUTHORITY'S CLARIFICATIONS

No	Question	Answer
44	<p>In the guide line project documents attached to Tender Documents, excess (biological) sludges are stored into 2 storage tanks with 2 day storage period, from ES pumping station, as per Vol. 3, Sec 2, point 3-2-7-2, pag 41.</p> <p>General layout of the works (document nr. DWG 5.3 attached to Tender Documents) reports only 1 nr. Storage tank (indicated as Item 13 on the legend). Referring to official process flow diagrams, neither DWG 5.4 nor DWG 5.5 report 1 nr. or 2 nr. Of those tanks.</p> <p>The ES thickened sludge is described to be collected and transferred into blending tank, with storage for minimum 2 days (according to Vol. 3, Sec 2, point 3-2-7-2, pag 42), where it is mixed with thickened primary sludge.</p> <p>Drawing DWG 5.5 Process flow diagram Sludge Line reports an intermediate storage tank (Item 16 on the legend) of an apparent big size of ES thickened sludge, prior to be pumped to 1 nr. blending tank (Item 17 on the legend). Neither this tank nor blending tank are indicated on Layout DWG 5.3.</p> <p>We are asking the Contracting Authority to precisely clear what process scheme must be followed as guide line by the tenderer, regarding to the above arguments.</p>	<p>The information provided in the technical requirements precedes the one provided with the drawings, which are indicative only.</p> <p>Contrary to what is stated in the query, two final gravity thickening / storage tanks are indicated on drawing 5.3, labelled as item 25.1 and 25.2. These tanks belong to Part 3 and therefore are not included in the scope of works of the present tender.</p> <p>Drawing 5.5 shows only one final thickening tank (item 21) but this must be understood as 2 tanks.</p> <p>The intermediate storage tank (item 16) and the blending tank (item 17) are indicated on drawing 5.5 and belong to the scope of works of Part 2. On drawing 5.3 these are not separately shown and are considered to be integrated in structure 21 – sludge dewatering building.</p>
45	<p>As the vast majority of D&B contracts, including the ones based on FIDIC provide that the contractor's liability shall not exceed the amount of the Contract Price, we request such cap to be introduced in the Special Conditions.</p>	<p>The Contractor's liability remains unchanged.</p>
46	<p>We understand that we shall not be liable for any indirect loss or consequential loss under the Contract. Please confirm.</p>	<p>Please refer to Volume 2 Section 2 Articles 16 and 64 of the Conditions of Contract.</p>
47	<p>Please confirm that the delay penalties defined in General and Special Conditions Article 36 shall be the sole and exclusive remedy for delays.</p>	<p>Please refer to Volume 2 Section 2 Articles 36.1 of the Conditions of Contract.</p>
48	<p>On Vol 2, Section 3 Special Conditions, Article 61.7 it is stipulated that: "In addition, the Contractor shall provide for an additional period of defect liability activities as required according Serbian laws and regulations." Please give details for the additional Defects Liability activities and specify the corresponding Serbian law and regulation.</p>	<p>Please refer to the requirements on minimal defect liability period for particular structures and corresponding works, ref. Official Gazette of the Republic of Serbia, No. 2/74.</p>

CONTRACTING AUTHORITY'S CLARIFICATIONS

No	Question	Answer
49	<p>On Tender Documents, Vol. 3, chapter 3.1.19 it is stipulated: "The preliminary design needs to include an environmental impact assessment report and potential mitigation measures, but the preparation of this report is not part of the scope of works of the Contract (see par 3.1.9.20)". On Tender Documents, Vol. 3, chapter 3.1.20 it is stipulated: "The design of WWTP plant shall satisfy the requirements of the Environmental legislation in Serbia. An environmental impact assessment (EIA), including proposals for mitigation measures, shall be prepared by independent environmental experts. This assessment shall be carried out as much as possible in parallel to the preliminary design development, so as to minimize delays in the Contractor's work programme. The Contractor shall follow the recommendations of the EIA report and incorporate them in his preliminary design."</p> <p>Please clarify if the preparation of EAI by independent experts is in the scope of the Contractor.</p>	<p>As indicated in Volume 3 Section 1, chapter 3.1.19, the preparation the EAI is not in the scope of works of the Contractor, but an obligation of the project Beneficiary. However it is the Contractor's responsibility to update the Preliminary Design based on the findings of the EIA. With respect to implementation, the Contractor remains legally responsible and financially liable to observe National environmental legislation.</p>
50	<p>On Tender Documents, Vol. 3, chapter 3.2.2.6, Table 6, also on Vol. 3, chapter 3.2.11.3, Table 32, also on Vol. 4, 4.2.1.1 and on Vol. 1, chapter 4.6.11.1.1, the treated effluent quality regarding nitrogen pollution is requested as Total Kjeldahl Nitrogen (TKN) = 10mg/l. However reference is made to European Directive on Urban Wastewater No 91/271/EEC for discharge to areas designated as sensitive waters to which the effluent must comply. On Directive 91/271/EEC, the treated effluent quality regarding nitrogen pollution is Total Nitrogen = 10 mg/l. As there is a difference between the Total Nitrogen and the Total Kjeldahl Nitrogen (Total Nitrogen = Total Kjeldahl Nitrogen + nitrate Nitrogen + nitrite Nitrogen), please confirm that the treated effluent guarantee requested is Total Nitrogen = 10mg/l in line with the European Directive.</p>	<p>Total Nitrogen – confirmed.</p> <p>Please refer to Corrigendum 2 to the Tender Dossier, item 9.</p>

CONTRACTING AUTHORITY'S CLARIFICATIONS

No	Question	Answer
51	<p>On Tender Documents, Vol. 4, table of chapter 4.2.3 for Operational Cost Guarantee for Chemicals and Sludge Disposal where the annual sludge amount is requested in t/y,</p> <p>a) please confirm that it is the tonnes of wet sludge produced including chemicals (tWS/y), and not the tonnes of dry solids of the sludge (tDS/y).</p> <p>b) please confirm that this sludge amount is the sludge after the dewatering, before the optional addition of lime.</p>	<p>It is confirmed</p> <p>a) t WS/year b) before addition of lime</p> <p>Please refer to Corrigendum 2 to the Tender Dossier, item 24.</p>
52	<p>In Volume 3, Section 2, Chapter 3.2.7.4.1 Facility for sludge stabilization with lime addition, it is requested to provide a lime stabilization unit. The type of lime to be used and the target dryness of limed sludge which is necessary for the design are not given. Between the two types of lime, quick lime CaO and hydrated lime Ca(OH)₂, quick lime poses serious health and safety issues due to the exothermic reaction with water, and needs complicated handling.</p> <p>a) Please indicate the target dry solids concentration of limed sludge to be considered.</p> <p>b) Please confirm that the type of lime to be considered is hydrated lime which is safer in operation than quick lime.</p>	<p>a) Minimum 20% dry solids, including lime b) Ca(OH)₂</p> <p>Please refer to Corrigendum 2 to the Tender Dossier, item 18.</p>
53	<p>Regarding the calculation of the penalties for actual consumption higher than the guaranteed consumption, and more specifically the phrase “the Contractor shall have to pay a penalty to the Final Beneficiary for the difference between the measured and guaranteed operational costs, multiplied by 14 (capitalisation factor for 20 year operational costs)” Vol. 2, 61.12 and, Vol. 4, 4.2.5.</p> <p>a) We understand that the “measured operational costs” is the result of the measured consumption, multiplied by the unit prices for chemicals, electricity and sludge disposal given in Vol.4, 4.2.2 and 4.2.3, used also for the evaluation of tenders. Please confirm.</p> <p>b) We understand that such penalty shall be the sole and exclusive remedy in the case defined in article 61.12. Please confirm.</p> <p>c) We understand that such penalty shall be limited up to the percentage defined in article 36 of the Special Conditions (10% of the Contract Price). Please confirm.</p>	<p>a) That is confirmed b) Article 61.12 shall be applicable when remediation actions have failed to produce the required results. c) The maximum value of the penalty referred to in article 61.12 shall be up to 10% of the contract price.</p> <p>Please refer to Corrigendum 2 to the Tender Dossier, items 5 and 25.</p>

CONTRACTING AUTHORITY'S CLARIFICATIONS

No	Question	Answer
54	Regarding the tests after completion specified in Vol. 2, Section 3 Article 61.9, We understand that the Contracting authority shall provide all electricity, equipment, fuel, instruments, labour, materials and suitably qualified and experienced staff, as are necessary to carry out the Tests after Completion and that such tests shall be carried out by the Contracting Authority. Please confirm.	That is confirmed
55	We understand that the 100% BOD load guaranteed in Vol. 4. chapter 4.2.2 4.2.3 and 4.2.4 used for the electrical energy and chemical consumption guarantee and sludge production, is calculated for the BOD5 load of 5,160kg/day and the average daily dry weather flow 20,740m ³ /d. Please confirm.	That is confirmed

CONTRACTING AUTHORITY'S CLARIFICATIONS

No	Question	Answer
56	<p>According to Tender Documents, Volume 3, Article 3.1.9.2: " Serbian legislation dictates that a certain number of permits (approval, authorisations, decisions etc) are required prior to the execution of certain tasks or putting into service a facility. The types of permits which may be required are as follows: <u>Location permit, Approval of EIA, Construction permit, Authorisation to use permit,</u> Various design conditions (water management, roads, electricity, telephone etc), Consequent certificates that the abovementioned design conditions have been fulfilled. The Contractor shall prepare all necessary design documentation in order to enable the Beneficiary to obtain all conditions and permits necessary for the design, construction, occupation and use of the WWTP in accordance with the Serbian Law on Planning and Construction and other Laws. The Contractor must therefore ensure that he has prepared all the documentation necessary for obtaining a permit in time for his own execution of the Works bearing in mind the required number of days specified in the Law for obtaining a particular permit. The Contractor must also allow sufficient time for the Supervisor and the Beneficiary to process the request for a permit.</p> <ul style="list-style-type: none"> • Since the Tenderers must consider the time needed to obtain these Permits in submitting their Workplan under Form 4.6.3, please indicate: <ul style="list-style-type: none"> ○ for each of the above permits, the time required for the Supervisor and the Beneficiary to process the request and, ○ for each of the above permits, the time required for the related formalities between the submission of the complete Documentation in conformance with the Tender Documents and obtaining the Permits by the relevant Serbian Authorities. • Please confirm that, any delay in obtaining these Permits originating in the acts of Serbian Authorities, the Employer or the Supervisor, without any fault on behalf of the Contractor, will entitle the later to an Extension of the period of implementation of tasks according to Article 35 of the General Conditions. 	<p>The permitting process as described in Volume 3 Section 1 chapter 3.1.9 is a normal procedure in Serbia for public works contracts. It is expected that tenderers shall include reasonable time allowances in their work plan to allow for these approval procedures. Wrong time estimates from the side of the tenderer, resulting in the under-estimation of the time requirements, shall not be ground for the request for any extension of the time of implementation.</p> <p>Article 35 of the Contract Conditions is to be applied in the cases as specified in the article itself.</p>

CONTRACTING AUTHORITY'S CLARIFICATIONS

No	Question	Answer
57	<p>According to Tender Documents, Volume 3, Article 3.1.9.4: "Notwithstanding approval by the Supervisor, the Preliminary design including an Environmental Impact Assessment (prepared by independent experts) will have to be submitted by the Beneficiary for review by the National Review Committee or other Serbian Authorities and the Contractor will be expected to justify and amend his preliminary design to satisfy the requirements of the review committee".</p> <ul style="list-style-type: none"> • Since the Tenderers must consider the time needed to obtain these Permits in submitting their Workplan under Form 4.6.3, please indicate: <ul style="list-style-type: none"> ○ the time required for review of the preliminary design by the National Review Committee or other Serbian Authorities • Please confirm that, any delay related with the above review originating in the acts of Serbian Authorities, the Employer or the Supervisor, without any fault on behalf of the Contractor, will entitle the later to an Extension of the period of implementation of tasks according to Article 35 of the General Conditions. 	<p>Please see answer to question 56</p>
58	<p>Please kindly specify if and at which stage of Contract implementation the electromechanical equipment to be supplied under the Contract have to be approved by the Supervisor.</p>	<p>As with every other equipment, an initial appreciation of the electromechanical equipment is requested to be included in the preliminary design. The definitive electromechanical equipment must be submitted and approved as part of the detailed design.</p> <p>Please refer to Corrigendum 2 to the Tender Dossier, item 6.</p>
59	<p>In Tender Documents, Volume 3, Article 3.2.5, table 16, it is requested to provide n+1 pumps for primary sludge. Considering the third paragraph from Tender Documents, Volume 3, Article 3.2.4, please confirm that the bidder is allowed to provide 2+1 pumps for both primary sedimentation tanks.</p>	<p>We confirm that the tenderer is allowed to provide 2+1 pumps for 2 primary sedimentation tanks of Phase I. Space reservations shall be made to install 1 additional pump for Phase II to serve 3 primary sedimentation tanks in a 3+1 configuration.</p> <p>The tenderers shall provide due justification of the chosen configuration.</p> <p>Please refer to Corrigendum 2 to the Tender Dossier, item 15.</p>
60	<p>In Tender Documents, Volume 3, Article 3.2.6.1, table 17, it is requested to provide n+1</p>	<p>The choice of the number of blowers is conditioned by the operational control regime</p>

CONTRACTING AUTHORITY'S CLARIFICATIONS

No	Question	Answer
	blowers. Considering the third paragraph from Tender Documents, Volume 3, Article 3.2.4, please confirm that the bidder is allowed to provide 2+1 blower per two lines of biological tanks.	<p>of the aeration systems of the 2 individual basins for Phase I and control of the blower capacity in accordance to the measuring value against a pre-set standard value. Space reservations shall be made to install additional blowers for Phase II to serve 3 aeration tanks. The tenderers shall provide due justification of the choice of blower configuration.</p> <p>Please refer to Corrigendum 2 to the Tender Dossier, item 16.</p>
61	In Tender Documents, Volume 3, Article 3.2.4.1.2, table 8, it is requested to provide 1 conveyor per screen line. In tender drawing DWG 5.4, it is shown that the coarse screenings are discharged directly to skips. Considering the third paragraph from Tender Documents, Volume 3, Article 3.2.4, please confirm that the bidder is allowed to design the discharge of coarse screenings directly to skips. If not, please confirm that the bidder is allowed to provide a common conveyor for both coarse screenings.	<p>Both solutions are possible. However please be aware of the requirement to provide pressing of screenings, as indicated in Table 8</p> <p>Please refer to Corrigendum 2 to the Tender Dossier, item 12.</p>
62	In Tender Documents, Volume 3, Article 3.2.4.1.2, table 8, it is requested to provide 1 screening press per screen line. In tender drawing DWG 5.4, it is shown that the coarse screenings are discharged directly to skips. Considering the third paragraph from Tender Documents, Volume 3, Article 3.2.4, please confirm that the bidder is allowed to design the discharge of coarse screenings directly to skips without pressing the coarse screenings.	<p>Please see answer 61</p>
63	In Tender Documents, Volume 3, Article 3.2.4.1.5, table 12, it is requested to provide 1 conveyor per screen line. Considering the third paragraph from Volume from Tender Documents, Volume 3, Article 3.2.4, please confirm that the bidder is allowed to design the discharge of fine screenings in a common conveyor.	<p>Both solutions are possible. However please be aware of the requirement to provide pressing of screenings, as indicated in Table 11 and 12</p> <p>Please refer to Corrigendum 2 to the tender Dossier, item 13.</p>

CONTRACTING AUTHORITY'S CLARIFICATIONS

No	Question	Answer
64	In Documents, Volume 3, Article 3.2.7.2, table 23, it is requested to provide n+1 polymer preparation and dosing system for thickening. In Documents, Volume 3, Article 3.2.7.2, table 24, it is requested to provide n+1 polymer preparation and dosing system for dewatering. Considering the third paragraph from Volume Tender Documents, Volume 3, Article 3.2.4, please confirm that the bidder is allowed to provide 1+1, common polymer preparation systems dimensioned for the needs of both excess sludge thickening and mechanical sludge dewatering.	As indicated in Volume 3 Section 2 table 23 and table 24 separate polymer preparation and dosing systems shall be provided for sludge thickening and for sludge dewatering. Each system shall have a 1+1 configuration.
65	ITB Vol 3 Sec 2: peak wet-weather flow is mentioned as 4800 m ³ /h on Page 10 while the peak wet-weather flow is mentioned as 5400 m ³ /h on Page 17. Please clarify which one should be applied	In all cases the peak flow is indicated as 1500 l/sec, which is equivalent to 5400 m ³ /h. In Table 2 "4800 m ³ /h" must be replaced by "5400 m ³ /h". Please refer to Corrigendum 2 to the Tender Dossier, item 8.
66	ITB Vol 3 Sec 2: Influent flow and quality measurement : in Page 7 is mentioned "no construction for Phase II" while in Page 23 it is mentioned:"... shall be designed and constructed for Phase II" Please clarify, which one should be considered.	Please see answer to question 31
67	ITB Vol 3 Sec. 2: Table 1: Table 10: no P-removal (neither biological nor chemical) is included in the Phase I and II only Part 3. Table 6: effluent quality, the construction of P-removal shall be considered in Phase II. Question: What P-effluent value shall be considered in the Phase I? P-Removal shall be considered in Phase II or in Part 3? Please clarify.	Table 1 provides the correct information. The footnote to Table 6 on page 13 should state Part 3 instead of Phase II. Please refer to Corrigendum 2 to the Tender Dossier, item 10.
68	Please confirm that all imported materials and equipment to be incorporated into the works will be exempted from custom duty and VAT, provided their origin is from eligible countries	Please see answer to question 19
69	Can you please confirm dry solids load for gravity sludge thickener ≤ 50 kg/m ² d, page 40 Volume 3 Section 2. Typical solids rate is in range 80-130 kg/m ² d. Loads of ≤ 50 kg/m ² d with specified depth of tank ≥ 4 m result in extension of retention time in gravity thickeners and could cause septic conditions and odor problems.	Please refer to Volume 3 Section 2 paragraph 3.2.4, where is stated that the Contractor shall base his design on the design criteria described hereafter which are the minimum requirements. The Contractor may propose higher or stricter criteria as he considers necessary in order to meet the performance requirements.
70	Can you please confirm width/depth ratio for aerated grit chamber of 0.8, page 26 Volume 3 Section 2. Typical values are in range 1-5.	Please see answer to question 69

CONTRACTING AUTHORITY'S CLARIFICATIONS

No	Question	Answer
71	Pipe material specification in Vol. 3 Section 4, item 3.4.7 is very generalized. Please provide specific material requirement for each piping section (pipelines for air distribution to AST, pipeline for return and excess sludge, etc	This is to enable the tenderers to offer such pipe materials that suit their process design and are in accordance with their experience.
72	In reference to Vol.2 GCC Sub-Clause 21.4: We assume that the provision stated under Sub-Clause 21.4 of the Particular Conditions of Contract is not applicable in case of exceptional weather conditions e.g. in case of occurrence of a flooding with a flood recurrence period of 30 years. Please confirm.	It is assumed that reference is made to article 21.4 of the General Conditions. Pursuant article 21.4, weather conditions shall not entitle the Contractor to claims under Article 55.
73	In reference to Vol.2 GCC Sub-Clause 43.3: Please explain the reason why Contracting Authority is entitled to use equipment, plant and materials on site in case of termination by Contracting Authority?	The Contracting Authority shall be entitled to use the equipment, temporary works, plant and materials on site in order to complete the works, when the Contractor fails to discharge any of his obligations under the contract.
74	In reference to Vol.2 GCC Sub-Clause 56: In case of co-financing, a date when payment obligations under this Contract shall cease should be laid down in the SCC. In the SCC no date is stipulated, so could you please define a date?	There is no co-financing for this Contract.
75	In reference to Vol.2 GCC Sub-Clause 63.2 & 63.3: On what depends whether general damages acc. the EU and Belgian Law or liquidated damages acc. Contract conditions are applicable?	The applicable entitlement of the parties would depend on the particular situation or breach/termination of the Contract.
76	In reference to Vol.2 GCC Sub-Clause 64.10: Unfortunately we have small difficulties to understand Art. 64.10 of GCC, could you please explain in general and state which kind of payments are meant?	This would mean that no activities, for which payment could be executed, had been carried out for three year since the contract signature.
77	In reference to Vol.2 PCC Sub-Clause 12 a.1 Could you please define the criteria for designer stated in this Sub-Clause.	Please refer to Volume 3 Section 1 Paragraph 3.1.9.24, where such criteria have been defined
78	In reference to Vol.2 PCC Sub-Clause 12 a.1: If the Supervisor does not observe the time period stated under Sub-Clause 12.a.3 we assume that documents deemed to be approved. Please confirm.	Confirmed.
79	In reference to Vol.2 PCC Sub-Clause 17: In Volume 3 of the Tender Documents no Point / Section 3.1.2.6 exists. Please clarify.	Reference should be made to Volume 3 Section 1 Paragraph 3.1.2. Please refer to Corrigendum 2 to the Tender Dossier, item 4.
80	In reference to Vol.2 PCC Sub-Clause 19.1: What kind of official permits shall the Contractor submit? Please clarify.	Please refer to Volume 3 Section 1 Paragraph 3.1.9
81	In reference to Vol.2 PCC Sub-Clause 44.3: In reference to Sub - Clause 44.3 "By derogation the payment to the Contractor"	As indicated in Article 44, the stated period applies for the payment of Interim Payment Certificates and the Statement of Final

CONTRACTING AUTHORITY'S CLARIFICATIONS

No	Question	Answer
	could you please specify for which cases this mentioned 45 days period will be valid and when it will starts.	Account. The period starts when the IPC is issued/approved by the Supervisor.
82	In reference to Vol.2 PCC Sub-Clause 47.1: Acc. to Appendix to Tender, Sub - Clause 47.1 is stated regarding retention money "10% of each interim payment certificate up to 10% of the contract price". In the Particular Conditions of Contract the limit of 10% of contract amount is not stated. Please confirm the limit of retention money with 10% of contract amount.	Please be referred to the General Conditions of Contract in Volume 2 Section 2, article 47.1.
83	In reference to Vol.2 PCC Sub-Clause 53.1: In reference to Art 53.1 of SCC "The Member States are not entitled to late-payment interest." we kindly ask how a Member State is defined. Does this sentence preclude the Contractors right to claim interest? We kindly advise that due to equal treatment of bidders a differentiation between Members States of European Union and Non-Members for an EU financed project is not allowed. Therefore we suggest to delete this sentence.	Contract provisions remain unchanged.
84	Is it necessary to take special care for treatment of concrete due to aggression of underground water? If yes, what is the degree of aggression and which special arrangement is necessary to take into account?	Please refer to Volume 3 Section 3 Paragraph 3.3.15 Coating of Concrete Surfaces, where relevant information is provided.
85	Appendix form of Tender: Is the Contracting Authority the European Union?	The Contracting Authority is the Delegation of the European Union to the Republic of Serbia Please refer to Corrigendum 2 to the Tender Dossier – item 3
86	If the Contracting Authority is not the European Union, is the "Delegation" a separate legal entity and in which country?	Please be referred to the definition of the Contracting Authority in the Contract Form in Volume 2 Section 1 of the Tender Dossier.
87	Please confirm what is meant in §2.1 by "Community Law".	European Union law (historically called European Community law) is a body of treaties, law and court judgements which operates alongside the legal systems of the European Union's member states. It has direct effect within the EU's member states and, where conflict occurs, takes precedence over national law.
88	Please confirm whether Serbian or Belgian law has precedence in such cases where local law is quoted in the GC Conditions of Contract (§10.1 and §11, §12.4)	In the case of article 2.1 Special Conditions amend the General Conditions, therefore the EU and Belgian law are applicable for this contract, i.e. in case a dispute arises between the parties in the contract, the matters will be resolved in accordance with the provisions of EU law, complemented by the Belgian law.

CONTRACTING AUTHORITY'S CLARIFICATIONS

No	Question	Answer
		In the particular cases where reference is given to the local law, the provisions of the local law should be followed.
89	Ref. ATT: Is §12.8a of the Special Conditions a replacement of, or an addition to §12-8 of the General Conditions of Contract?	It is assumed that question is related to article 12a.8 of the Special Conditions. It is an article completely separate from 12.8
90	Is the additional 15% mentioned in § 16.1.b of the GC conditions of Contract additional to the insurance amounts included in the Appendix to Contract or included in these amounts?	Article 16.1 of the General Conditions is not amended by the Special Conditions, therefore remains valid as stipulated in the General Conditions
91	Does the 30 day approval rule in § 19.2 apply to resubmitted documents under §19.3?	Please be referred to the last sentence of Article 19.3.
92	With reference to §31.1 of the GC Conditions of Contract does the CA have any "ancillary works" near to this project that might affect the Contactor under this clause?	The Contracting Authority is not aware of any such works at present.
93	Does the 15% referred to in §37.7 mean 15% of the contract sum, or for the part of the works affected?	Please be referred to Article 37.7: '....exceeds 15% of the initial contract price (or as modified by addendum)...'
94	In accordance with §44.3 of the GC Conditions of Contract, how many days does the Supervisor have for the issue of an Interim Payment Certificate following a payment application from the Contractor?	Please be referred to Article 50.5 of the General Conditions of the Contract
95	What is the legal definition of the execution to the Supervisors "satisfaction"? Is this same as "In accordance with the contract" or can the Engineer demand additional items not included in the contract? (i.e. § 50.8)	Article 50.8 does not contain the expression that is being referred to. The Supervisor should be satisfied that the works carried out are in accordance with the requirements of the Contract.
96	Under § 55.2 what is the time limit for determination of Claims by the supervisor?	The Supervisor will take reasonable time to study and determine on the claims.
97	What are "exceptional circumstances" mentioned in § 57.2?	Such situations or events which make it impossible to ascertain the state of the works or otherwise proceed with their acceptance.
98	As §59.3 has been deleted, we assume that § 59.1 and §59.2 are also deleted is this correct?	No
99	Which damages are included under "general damages" referred to in §63.3.a?	Please be referred to Volume 2, Glossary of terms
100	Under §68.3 of the GC Conditions of Contract how will the "Conciliation party" be appointed if the EU declines to intervene?	Please be referred to Article 68.4 of the Contract Conditions.
101	Level of the groundwater (Vol. 3, Sec. 1, page 12): Are there some input data regarding the levels of groundwater on the site (based on existing ground level, 215.50 m.a.s.l.)?	The indicative groundwater levels are described in Volume 3 Section 1 Paragraph 3.1.4.8. The Contractor shall carry out the pertinent soil investigation to determine more precise levels
102	Duration of the Design period (Vol. 3, Sec. 1, page 50): Design period is defined as 6 months on page 50, but on page 42 there is following definition: - period for Quality	The values provided on page 42 and 50 should be considered as indicative as is stated on page 42. The tenderers must provide their best assessment of the work programme they want

CONTRACTING AUTHORITY'S CLARIFICATIONS

No	Question	Answer
	Assurance System is 1 month, for Preliminary Design 4 months, for Detail Design 6 months and for Design for Execution of the Works will be available 7 months. What is right duration of the Design period?	to propose. The periods stated in the table on page 42 count from the commencement of implementation of the Contract. The tenderers must take good notice of the comments provided in the last column. See also queries 56 and 57.
103	MAC Value for TN (Vol. 3, Sec. 2, page 13): Maximum allowed concentration (MAC value) for Total Nitrogen in Effluent is defined as 10 mg/l, but according to Directive 98/15/EEC proscribed value for TN are 15. Requested MAC value is more strict than proscribed according to the Directive, is it OK?	No, TN = 10 mg/l Please refer to Corrigendum 2 to the Tender Dossier, item 9.
104	Phosphorus removal (Vol. 3, Sec. 2, page 7&14): According to table from page 7, the Phosphorus removal (biological/chemical) is not a subject neither I Phase, nor II Phase, but according text from page 14 - Phosphorus removal is a subject of II Phase. Which alternative is correct?	Please see answer to question 67
105	Peak Wet Weather Flow value (Vol. 3, Sec. 2, page 10&17): Peak Wet Weather Flow is 4,800 m ³ /h (as noted on page 10), or 5,400 m ³ /h (defined on page 17)? Which value is correct?	Please see answer to question 65
106	Odor Control System (Vol. 3, Sec. 1, page 33): Odor control means just ventilation polluted air outside, or ventilation and treatment?	Please see answer to question 22
107	Specific Screenings production (Vol. 3, Sec. 2, page 21): Specific production of screenings (20-35 l/PE·m) are in fact 20-35 l/(PE·year)?	Yes Please refer to Corrigendum 2 to the Tender Dossier, item 14.
108	In the tender there is demand to calculate operational costs depending on the different load of BOD to the WWTP Leskovac? But operational costs are depending also on the amount of wastewater to be treated. Please specify on which amount of waste water average daily dray weather flow 20,740 m ³ /d or maximum daily dry weather flow 26,800 m ³ /d for phase I	Please see answer to question 55
109	Vol 3 Sec 2. On the page 17, in the table is written that one conveyor and one compactor are demanded per screen line. Please specify what is screen line? Does it mean that for each coarse screen has to be one conveyor and one compactor or it means that one conveyor and one compactor is enough for both coarse screens. Same question is also for fine screen	Please see answer to questions 61, 62 and 63

CONTRACTING AUTHORITY'S CLARIFICATIONS

No	Question	Answer
	(page 21)?	
110	Vol 3 Sec 2. On the page 31, there is in the table written design criteria for AST MLS 3-4 kg/m ³ , But on page 36 the design criteria for FST in AST is 3,5 – 4,5 MLSS. Please specify which design criteria for the sludge concentration in AST is relevant.	Please see answer to question 69
111	The design criteria for AST on the page 31 is design flow 310 l/s, but the design criteria for FST on page 35 is set to peak flow 490 l/s. Must be FST designed according to the demand of the page 35 and 36 to the peak hour dry weather flow rate 490 l/s or to the maximum daily dry weather flow rate 310 l/s or according to some other flow rate?	AST 310 l/s and FST 490 l/s are the correct values. Please also take into account answer to question 69.