



Belgrade, 21/06/2011

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**CONTRACTING AUTHORITY'S CLARIFICATIONS No 1**

**Waste Water Treatment Project - Sabac**

**Publication ref.: EuropeAid/130447/C/WKS/RS**

**Tender no: 08SER01/13/51**

No	Question	Answer
1	<p>Penalty regulations</p> <p>According to the General (GCC) and Special (SCC) Conditions of Contract three different kinds of penalties are foreseen:</p> <p>SCC Article 36.1 – Contractor exceeds construction time - 0,1% of contract amount per day and max. 10% of contract amount</p> <p>SCC Article 61.12 - Measured operational costs are higher than the guaranteed - Difference between the measured and the guaranteed operational costs multiplied by 14</p> <p>GCC Article 70.2 - Contractor fails to meet his contractual obligations - 2-10% of contract amount in the event of repeat within five years 4-20%</p> <p>Unfortunately we did not find a limit for the penalty regarding the operational costs. Could you please define this limit / maximum of penalty?</p>	<p>The maximum value of the penalty referred to in article 61.12 shall be up to 10% of the contract price. Please refer to Corrigendum 1 to the Tender Dossier, items 5 and 16.</p>

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2	<p><i>..continued from Question 1 above</i></p> <p>In the Conditions of Contract it is not clearly stated if there is a allover limit of all penalties due under the Contract.</p> <p>According to our understanding the worst case scenario is</p> <ul style="list-style-type: none"> <li>• 10% for exceeding of construction time</li> <li>• + 20% failure of contractual obligations</li> </ul> <p>-----</p> <p style="padding-left: 40px;">30% of accepted contract amount</p> <p>+ penalty for difference operational costs</p> <p>Please define the allover limit of all penalties due under the Contract.</p>	<p>The applicable financial penalties are defined in Volume 2 Section 3 Special Conditions articles 36.1 for the maximum of liquidated damages and 61.12 (see answer to Question 1 above) for failing to comply with guaranteed operational costs.</p> <p>Irrespective of the penalties envisaged in articles 36 and 61 of the Contract Conditions, the Contractor is subject to administrative and financial penalties, as specified in article 70 of the Contract Conditions</p> <p>These types of penalties shall be considered separately.</p>
3	<p>Liability</p> <p>According to the Special Conditions of Contract the liability is not limited.</p> <p>We suggest that a limitation of liability as foreseen e.g. in FIDIC Yellow Book, Sub-Clause 17.6 (exclusion of liability for loss of profit, loss of any contract or for any indirect or consequential loss or damage and total liability not exceeding the accepted contract amount) would be fair for all parties.</p>	<p>The applicable Contract Conditions for this contract are Conditions for Works Contracts financed by the European Development Fund (EDF) or the European Union and the liabilities, as specified in these contract conditions and in Volume 2 of the Tender Dossier remain unchanged.</p>
4	<p>With reference to the tender contract for the Design and Build of the Šabac WWTP (Works Procurement Notice 08SER01/13/51), I need some informaton about the "design" stage of the above mentioned project.</p> <p>I took part to the mandatory site visit held on 14th June in Šabac.</p> <p>During the information meeting organized within the premises of the Regional Center for Professional Development, I heard that a feasibility study and a preliminary layout of the Šabac WWTP are already available.</p> <p>So, as far as the "design stage" is concerned, does it mean there is a preliminary project of the Šabac WWTP that the tenderers must abide by?</p> <p>As this matter is now urgent, we would appreciate a prompt reply.</p>	<p>Please be referred to Volume 3 Section 2 subsection 3.2.2.1, in which the scope of the design and of the works for Part 1, 2 and 3 is described and which is summarized in Table 1.</p> <p>Please be referred as well to Volume 3 Section 2 subsection 3.2.3 – first three paragraphs.</p>

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	<p>We are contacting you regarding the tender as specified above in the subject. We are very interested for this tender, however we were not able to participate in the official site visit organized on 14th of June, so we are kindly asking you to allow us another term for the site visit at your convenience, but preferably before end of June.</p>	<p>Please be informed that the dates set in the tender documentation are fixed and can not be changed.</p> <p>The mandatory site visit was held on 14th June 2011 and for the reason of fair and transparent competition it is not possible to fix a new date.</p>