



Republic of Serbia

MINISTRY OF FINANCE

Department for Contracting and Financing of EU Funded Programmes (CFCU)

Belgrade, 04/04/2016

CONTRACTING AUTHORITY'S CLARIFICATIONS № 4

Water supply, waste water collection and treatment construction project for the city of Raška

Publication ref.: EuropeAid/135632/IH/WKS/RS

No	Question	Answer
1.	LOT 1: In accordance to Vol. 3, chapter 2.3.2, clause "Storm water detention tank", table 11, mixer units are required. In our opinion, other measures like injectors are much more suitable (i.e. when tank is nearly empty). Please confirm that the Bidder is free to replace mixer units by injector units.	In accordance with ER, "Storm water detention tank" shall be equipped with at least two submersible mixers.
2.	LOT 1: Please confirm that all measurement units listed in Vol. 3, chapter 2.7, table 28, are obligatory.	In accordance with ER, " <i>at least the following measurement (presented in Table 28) has to be made and made available to SCADA</i> ".
3.	LOT 1: In accordance to Vol. 3, chapter 2.3.2, clause "Stabilised Sludge Thickener / Secondary Thickening", two (1+1) positive displacement pumps shall forward the sludge directly into the dewatering units. Therefore, these two pumps serve as feeding pumps for the dewatering machines. Please confirm.	Yes, in accordance with ER, those two pumps serve as feeding pumps for the dewatering machines (one pump will be duty and one pump will be stand-by). However, they also should be able to operate simultaneously in some cases.

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<p>4.</p>	<p>LOT 1: Please confirm that the number of mixer units for aeration tanks and sludge stabilization tanks shall be according to Tenderer's Design.</p>	<p>Yes. In accordance with ER, adequate mixing of the AT and SST volumes shall be made through continuous energy intake due to fine bubble aeration, but in the same time by submersible mixers or slow motion propulsors / flow boosters. The number of units of required equipment depends on Tender Design / Contractor's Proposal.</p>
<p>5.</p>	<p>LOT 1: In accordance to Vol. 3, chapter 2.3.2, clause "requirements for water supply", process water shall be used for any machinery needs. Please state clearly if a process water supply is made available from the public network or if the Tenderer has to offer a process water plant fed by the treated effluent of the new WWTP.</p>	<p>In accordance with ER (as per 2. REQUIRED OUTPUT OF THE CONTRACT) the Employer is responsible for Provision of water supply, in terms of potable water from the public network. At the other hand, in accordance with sub-chapter "Requirements for water supply (drinking/process/fire fighting)", The Contractor should consider options to execute one system or more systems of the water supply for drinking, process and fire fighting, taking into account local requirements (PUC) and particularly the prevention of cross contamination of drinking water by process water.</p>
<p>6.</p>	<p>In tender documentation LOT 2 TD, Volume 4, Section 4.2, Bill of quantities, 4.2 – 2.5, Installation works position 14 is stated "PEHD 100 water supply pipes with fittings", could you clarify which fittings are specified and what is a number of planned fittings?</p>	<p>Position 14 includes fittings (elbows and connection pieces) for PEHD 100 pipes of diameter DN63 mm. Number of fittings is 87.</p>
<p>7.</p>	<p>LOT 1: Regarding to the Advance Payment Guarantee we suggest the Contracting Authority to accept the reducing the amount of the guarantee in accordance with the settlement of the advance as per certificates of interim payments. In accordance with that the text of the sample of the said guarantee should be amended.</p>	<p>The amount of Total Advance Payment remains unchanged.</p> <p>Volume 2, Section 5, Specimen Prefinancing Payment Guarantee remains unchanged.</p>

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<p>8.</p>	<p>LOT 1: Please explain what kind of costs shall be included in Item 1.7 Customs transfer services, Schedule 1 of General Bill Items (Volume 4, Section 2 Breakdown of Lump-sum price). Are there forwarders costs of import/export?</p> <p>We understand the sub-clause 14.1 of Particular Conditions of Contract in a way so that the imports of the equipment for WWTP will be realized by the Contracting Authority (i.e. Contracting Authority will be the importer) and that the forwarder's costs of import will be paid by the Contracting Authority. Please confirm or inform us about that.</p>	<p>That item refers to customs costs.</p> <p>Contracting Authority will not be the importer and forwarder's costs of import will not be paid by the Contracting Authority.</p>
<p>9.</p>	<p>LOT 1: Please inform us whether the Statements/Declarations as per Forms 4.6.9.1., 4.6.9.2 and 4.6.9.3 should be issued and signed by Subcontractors and if Subcontractors are obliged to submit all the documents required in Form 4.6.9.1 and Form 4.6.9.3 (confirmation of solvency, confirmation of payment of taxes etc.)?</p>	<p>Please refer to Instructions to Tenderers, section 3.4. "[...] The declarations must cover all the members of a joint venture/consortium and all subcontractors." Also, please note that according to section 3.5. "The exclusion situation referred to in sub-clause 3.4 applies to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers." In addition, please refer to section 3.3. of the Instructions to Tenderers: "[...] Every tenderer, member of a joint venture/consortium, every subcontractor providing more than 10% of the works and every supplier providing more than 10 % of the works must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration."</p>

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<p>10.</p>	<p>LOT 1: Please confirm that the “undertaking”, requested as per last paragraph of Item 12.1.11 of Instructions to Tenderers represents the Statement of compliance... – Form 4.6.9.2. or a separate statement shall be submitted?</p>	<p>Please note that tenderers must provide a statement as required under 4.6.9.2 which certifies compliance with eligibility requirements with respect to the origin of all goods purchased under the contract.</p>
<p>11.</p>	<p>LOT 1: In case the equipment stated in Form 4.6.2 is hired, is it obligatory to submit the undertaking / any additional proof that the equipment will be at disposal (see page 15/24)?</p>	<p>Please refer to <i>Procurement and Grants for European Union external actions – A Practical Guide</i>, applicable as of June 2015, section 2.3.1.</p>
<p>12.</p>	<p>LOT 1: The last paragraph of Item 12.1.9 c) of Instructions to Tenderers says (see page 11/24): “Manufacturer’s documents fully describing the equipment must be submitted with the tender (Form 4.6.2)”. We believe if in Form 4.6.2 all the requested data are entered (type, model, power, capacity, age, etc.), no additional “manufacturer’s document” shall be necessary. Please confirm.</p>	<p>Please note that properly completed form 4.6.2 is sufficient.</p>
<p>13.</p>	<p>LOT 1: We foresee that the “List of materials and any supplies ...” as stated in Item 12.1.9 d) of Instructions to Tenderers (see page 11/24) refers to Form 4.6.2 – Plant (Positon Other Plant). Please confirm.</p>	<p>Please see the answer no.12. In addition, please see Form 4.6.9.6.</p>
<p>14.</p>	<p>LOT 1: What is to be written on the second line of the Form 4.6.9.3 (“...in the context of external actions applies to _____.” (shall we state Tenderer, Subcontractors?).</p>	<p>Please note that the second line of the form 4.6.9.3 refers to the entity submitting the form.</p>

<p>15.</p>	<p>LOT 1: According to Volume 1, Section 4, Item 7 (page 3/3): “Each member of a joint venture/consortium must fill in and submit every form”. We believe that content of some of these forms indicates that would be enough to be fulfilled only by one member (i.e. lead member) of consortium. Also Item 12.2 of Instructions to Tenderers, page 12/24 says that if a tender is submitted by consortium, unless specified, the selection criteria will be applied to the consortium as a whole.</p> <p>So we foresee that the below stated forms can be presented only in one copy fulfilled in the name of consortium as a whole (and signed by lead member):</p> <ul style="list-style-type: none"> - Form 4.6.1.2 Staff to be employed on the contract (here we would list the staff for the contract irrespective from which company staff comes) - Form 4.6.1.3 Curriculum vitae (in connection to the Form 4.6.1.2) - Form 4.6.2 Plant - Form 4.6.3 Work Plan and Program - Form 4.6.5 Data on Joint Ventures - Form 4.6.7 Quality Assurance System - Form 4.6.8 Accommodation for the Supervisor - Form 4.6.9.5 Modifications and Clarifications - Form 4.6.9.6. Data about major suppliers envisaged (would be fulfilled for the consortium as a whole) - Form 4.6.9.7 Cash Flow Schedule - Form 4.6.9.8 Technical Solution - Form 4.6.9.9 Tenderer’s Proposed Training Program - Form 4.6.9.10 Conditions of Contract - Form 4.6.9.11 Further Information <p>Please confirm resp. explain.</p>	<p>Please see the Contracting Authority’s Clarifications No.3, answer to question no.34</p>
<p>16.</p>	<p>LOT 1: We understand that the requested affidavit per Item ii) of Form 4.6.9.3 is as Form 4.6.9.1. Please confirm.</p>	<p>Please see the answer no. 9.</p>

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<p>17.</p>	<p>LOT 1: Please confirm that the sample of Contract Form, samples of guarantees (performance/retention/advance) are not to be presented with the bid.</p>	<p>Please see ITT, Section 12 Information/Documents to be supplied by the tenderer</p>
<p>18.</p>	<p>LOT 1: On the page 60, Volume 3, Section 1, Item 3.2, third paragraph, last “bullet” - the abbreviations “EAP” and “HSM” are stated. Since in Tender Documents no abbreviations are explained, please explain “EAP” and “HSM”.</p>	<p>It should be corrected as follows:</p> <ul style="list-style-type: none"> - EMP - Environmental Management Plan (described in Sub-Chapter 3.7.1) - HSE Plan - Health, Safety and Environmental Plan (described in Sub-Chapter 3.16.3)
<p>19.</p>	<p>LOT 1: In the file 05 Technical requirements PD Elektrosbija Volume 6, the peak power 200 kW is stated. Is 200 kW the upper limit or can be exceeded and in that case please state for which extent (in %) can be exceeded.</p>	<p>In accordance with Sub-Chapter 2.6.3:</p> <p>It's the Contractor's responsibility to design and calculate the needed power consumption for the installation of the transformer and negotiate with the local Authority of Electricity Company (AEC).</p>
<p>20.</p>	<p>LOT 1: With regard to the situation – layout of WWTP, 2 transformers are drawn. Please inform us whether only 1 transformer of suitable capacity can be offered?</p>	<p>Yes, one transformer shall be considered as sufficient.</p>
<p>21.</p>	<p>LOT 1: Please inform us what kind of a confirmation shall be submitted according to the last paragraph (“bullet”) of the Form 4.6.9.1 (“no effective decision that affairs are to be managed by the courts”).</p>	<p>Please note that documents serving as proof must be dated less than one year earlier than the deadline for submitting tenders and drawn up in accordance with Tenderer's national law or practice.</p>

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<p>22.</p>	<p>LOT 1: According to equipment requirements „Vol 3 Section 1 Employers Requirements“ and „2B WWTP Raska - GTS Mechanical Works“, necessary stainless steel grade for majority of equipment is W 1.4571 (AISI 316Ti) (for example: Material of mixers, parts below water level or in permanent contact with the media, Scraper Bridge submerged parts and etc.), please clarify, can stainless steel grade W 1.4432 (AISI 316L) be used which has analogical properties and is more commonly used than stainless steel grade W 1.4571 (AISI 316Ti).</p>	<p>Yes, stainless steel grade W 1.4432 (AISI 316L) can be used.</p>
<p>23.</p>	<p>LOT 1: As specified in requirements, Vol 3 Section 1 Employers Requirements” that after secondary sludge thickening tank sludge goes to the dewatering equipment. In requirements „2B WWTP Raska - GTS Mechanical Works“, paragraph 15.4 Belt Filter Press, it is specified that the dewatering equipment must be with pre-dewatering unit. Please clarify should a pre-dewatering unit be provided together with dewatering equipment?</p>	<p>In accordance with ER (Table 24), type of dewatering units shall be belt filter press or centrifuge decanter and shall meet requirement that final dry solids content of dewatered sludge has to be minimum 20 %. The type of dewatering units shall be defined by the Contractor's Proposal.</p>
<p>24.</p>	<p>LOT 1: In requirements „2B WWTP Raska - GTS Mechanical Works“, is specified, that the motors of technological equipment (pvz. Geared motor of Screw Conveyor, Submersible Mixer motor, Geared motor of Screenings, Geared motor of Screenings Press etc.) are EExd II B T4 grade, insulation class F, is it necessary to provide the motors with this protection class, because mentioned equipment will be installed in the non-explosive area?</p>	<p>It is needed to respect GTS.</p>
<p>25.</p>	<p>LOT 1: In requirement „Vol 3 Section 1 Employers Requirements“ is specified, that Thickened Excess Sludge flow for Stabilization Sludge Tank is min.39 m³/d, in drawings it is specified, that Thickened Excess Sludge flow is from 39,1 m³/d to 47,4 m³/d, please clarify, according which sludge flow must the Stabilization Sludge Tank be designed?</p>	<p>In accordance with ER (Table 21: Basic design criteria for Stabilization Sludge Tank (SST)), Thickened Excess Sludge flow shall be minimum 39 m³/d. Variation of flow (given in Volume 5: Drawing 5.3 – WWTP Flow Chart) is indicative and shall be calculated by the Contractor (Tender Design).</p>

<p>26.</p>	<p>In tenders document Lot 1 & Lot 2 Volume 1 Section 1 Instruction to Tenderers, in point 12.3 (page 15) is mentioned: "Documentary proof/evidence of financial and economic standing and technical and professional capacity, referred to in 12.2 of these Instructions to Tenderers, is not obligatory for tenders below EUR 5 million. However, it is obligatory if a pre-financing payment is requested, unless a financial guarantee of an equivalent amount is provided." Since value of the tender for Lot 1 is less than EUR 5 million, does this mean that tenderers for Lot 1, are not obligatory to provide documents mentioned in section 12.2?</p>	<p>No, it doesn't. Please read carefully text under subsection 12.3 (page 15) and section 25 (page 21), in particular following paragraphs: <i>„Documentary proof/evidence of financial and economic standing and technical and professional capacity, referred to in 12.2 of these Instructions to Tenderers, is not obligatory for tenders below EUR 5 million. However, it is obligatory if a pre-financing payment is requested, unless a financial guarantee of an equivalent amount is provided.“</i> as well as text under section 25 (page 21) <i>„Evidence of financial, economic, technical and professional capacity according to the selection criteria specified in subsection 12.2 above will be requested unless satisfactory documents are already included in the tender.“</i></p>
<p>27.</p>	<p>In tenders document Lot 1 Volume 1 Section 3 Technical Offer Questionnaire in section ADDITIONAL NOTICE FOR TENDERERS, in point 7. (page 3) is mentioned: "Each member of a joint venture/consortium must fill in and submit every form." Since there is some forms that, by our opinion, should be filled in only once per joint venture/consortium (e. g. Forms: 4.6.1.2 STAFF TO BE EMPLOYED ON THE CONTRACT, 4.6.3 WORK PLAN AND PROGRAMME, 4.6.5 DATA ON JOINT VENTURES, 4.6.7 QUALITY ASSURANCE SYSTEM(S) 4.6.8 ACCOMODATION FOR THE SUPERVISOR, 4.6.9.4 CERTIFICATE OF ATTENDACE, 4.6.9.5 MODIFICATIONS AND CLARIFICATIONS NOTES TO THE TENDER DOCUMENTS, 4.6.9.7 CASH FLOW SCHEDULE, 4.6.9.9 TENDERER'S PROPOSED TRAINING PROGRAMME), does it mean that every other member of joint venture/consortium should filled in this forms with "not applicable" and sign it, or not fill them at all?</p>	<p>Please see the Contracting Authority's Clarifications No.3, answer to question no.34</p>

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<p>28.</p>	<p>Piping systems for objects (internal piping for pumping station Rvati, internal pumping station, RAS and WAS pumping station, etc.). What materials for pipes should be used?</p>	<p>Internal piping in pumping stations shall be of ductile iron.</p>
<p>29.</p>	<p>Surface protection which is predicted (for AB tanks and other facilities), is it in order to achieve waterproofness, or to protect concrete surfaces from atmospheric conditions?</p>	<p>All tanks must be waterproof.</p>
<p>30.</p>	<p>LOT 1: According to the Particular Conditions of Contract, SC 20.2, if the Contractor is of Serbian nationality, the parties may agree to dispute adjudication in Serbia using Serbian adjudicators and in Serbian language. Please clarify what is the nationality of a consortium of companies of distinct nationalities, whereas the Consortium leader is a Serbian company. Please confirm that if any member of the consortium acting as Contractor is a foreign company, adjudication according to Appendix to Tender SC 20.2 shall apply.</p>	<p>Such Consortium will not be considered as a "Serbian Contractor".</p> <p>We confirm that if any member of the consortium acting as Contractor is a foreign company, arbitration shall proceed according to ICC Rules of Arbitration, in English, as per Appendix to Tender SC 20.6</p>
<p>31.</p>	<p>LOT 1: According to the Particular Conditions of Contract, SC 20.6, if the Contractor is of Serbian nationality, arbitration shall be carried out in accordance with the Rules of Arbitration of the Chamber of Commerce of Serbia. Please clarify what is the nationality of a consortium of companies of distinct nationalities, whereas the Consortium leader is a Serbian company. Please confirm that if any member of the consortium acting as Contractor is a foreign company, arbitration shall proceed according to ICC Rules of Arbitration, in English, as per Appendix to Tender SC 20.6.</p>	<p>Please see the answer no. 30.</p>

<p>32.</p>	<p>LOT 1: According to Particular Conditions of Contract, SC 3.1: "During the execution of the Works the Engineer shall have the overall responsibility for the control of the Works, including the supervision and or inspection of the Works, the administration of the Contract, the certification of the documents relevant for amongst others the payment of the Contractor and Taking-over of the Works, and the adjudication of any disputes." Please clarify if the Engineer shall act as Dispute Adjudication Board under the Contract</p>	<p>The Engineer shall not act as Dispute Adjudication Board under the Contract.</p>
<p>33.</p>	<p>LOT 1: According to Particular Conditions of Contract, SC 13.9: "Should a necessity arise for modification of the Contract during the Legal Duration of the Contract, which is due to a change of the circumstances affecting the implementation of the Contract. then any such modification of the Contract shall be formalized through an Addendum to the Contract. " Please define which is the Legal Duration of the Contract referred herein is.</p>	<p>Legal Duration of the Contract means period started from signature of the Contract until the issuing of the Final Payment Certificate (see FIDIC GCC article 14.13).</p>
<p>34.</p>	<p>LOT 1: According to Employer's Requirements par. 3.22: "The Guarantee Period of WWTP will start after the Performance Certificate will be issued. Duration of the Guarantee Period of WWTP is defined by the Serbian regulation. " Please confirm that the Guarantee Period referred herein relates to the legal warranty for construction works according to mandatory Serbian legislation. Please confirm that such Guarantee Period falls outside the scope of the Contract and that all Contractor's contractual obligations will be deemed completed upon issuance of the Performance Certificate. Please clarify if the design life of the Permanent Works defined under Employer's Requirements par. 3.11.1 relates to the Guarantee Period as per par. 3.22.</p>	<p>The Contractor's contractual obligations will be completed upon issuance of the Performance Certificate. In accordance with ER, design life of the Permanent Works is related to the Contractor's Designs (Sub-Chapter 13.1).</p>

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<p>35.</p>	<p>LOT 1: Please confirm that for the purpose of this Contract, the Final Beneficiary and the End Recipient shall be considered part of the Employer's Personnel.</p>	<p>The Employer may delegate to the End Recipient and/or the Final Beneficiary duties and powers of the Employer.</p>
<p>36.</p>	<p>LOT 2: According to the Particular Conditions of Contract, SC 20.2, if the Contractor is of Serbian nationality, the parties may agree to dispute adjudication in Serbia using Serbian adjudicators and in Serbian language.</p> <p>Please clarify what is the nationality of a consortium of companies of distinct nationalities, whereas the Consortium leader is a branch office of a foreign company, legally established in Serbia.</p> <p>Please confirm that if any member of the consortium acting as Contractor is a foreign company, adjudication according to Appendix to Tender SC 20.2 shall apply.</p>	<p>Please see the answer no. 30.</p>
<p>37.</p>	<p>LOT 2: According to the Particular Conditions of Contract, SC 20.6, if the Contractor is of Serbian nationality, arbitration shall be carried out in accordance with the Rules of Arbitration of the Chamber of Commerce of Serbia.</p> <p>Please clarify what is the nationality of a consortium of companies of distinct nationalities, whereas the Consortium leader is a branch office of a foreign company, legally established in Serbia.</p> <p>Please confirm that if any member of the consortium acting as Contractor is a foreign company, arbitration shall proceed according to ICC Rules of Arbitration, in English, as per Appendix to Tender SC 20.6.</p>	<p>Please see the answer no. 30.</p>

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<p>38.</p>	<p>LOT 2: According to Particular Conditions of Contract, SC 3.1: "During the execution of the Works the Engineer shall have the overall responsibility for the control of the Works, including the supervision and/or inspection of the Works, the administration of the Contract, the certification of the documents relevant for amongst others the payment of the Contractor and Taking-over of the Works, and the adjudication of any disputes."</p> <p>Please clarify if the Engineer shall act as Dispute Adjudication Board under the Contract.</p>	<p>Please see the answer no. 32.</p>
<p>39.</p>	<p>LOT 2: According to Particular Conditions of Contract, SC 13.9: "Should a necessity arise for modification of the Contract during the Legal Duration of the Contract, which is due to a change of the circumstances affecting the implementation of the Contract, then any such modification of the Contract shall be formalized through an Addendum to the Contract. "</p> <p>Please define which is the Legal Duration of the Contract referred herein is.</p>	<p>Please see the answer no. 33.</p>
<p>40.</p>	<p>LOT 2: Please confirm that for the purpose of the Contract, the Final Beneficiary and the End Recipient shall be considered part of the Employer's Personnel.</p>	<p>Please see the answer no. 35.</p>
<p>41.</p>	<p>LOT 2: According to Particular Conditions of Contract, SC 4.11: The term "Accepted Contract Amount" is synonymous with the term " amount of the contract at the signing of the contract ".</p> <p>Please confirm that the "Accepted Contract Amount" also comprise any subsequent updates of the Accepted Contract Amount resulting from amendments of the Contract duly formalized in Addenda signed by the Parties.</p>	<p>Yes, we confirm.</p>

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42.	LOT 1: Is it obligatory to submit Technical and Financial Offer in separate Books?	Please see PRAG, Section 5.3.7, Submission of tenders: "Each technical and financial offer must be placed in a single sealed envelope, itself placed in a package or outer envelope. The tender must be sent in accordance with the instructions to tenderers."
43.	LOT 1: Please specify items of Financial Offer	Please see ITT, Clause 13 and Volume 4, Section 1&2
44.	LOT 1: In Instruction to Tenderers Sub-clause 3.3, 3.4 and 3.5 page 5 is stated that Tenderer has to provide eligibility Documents for every Subcontractor/Supplier providing more than 10% of the works. In the forms 4.6.9.1 and 4.6.9.3 requirement concerning percentage of the works providing by Subcontractor/Supplier is not mentioned. Please clarify which Documentation (if any) Tenderer is obliged to provide for Subcontractor/Supplier providing less than 10% of the works?	Please see ITT, Clause 3 and sections 2.3 of the Practical Guide
45.	<p>LOT 1: In Vol.3 Sec.1 ER, sub-clause 3.11.1 "...it is responsibility of the Contractor to provide in the name of Employer all necessary approvals, certificates and permits...". Does it mean that Contractor has to bear all the costs/taxes for:</p> <ul style="list-style-type: none"> - Technical Control of Main Design done by independent Designing Company - Issuance of Building Permit - Technical Acceptance Committee work? 	<p>The costs of issuing of conditions and approvals (taxes, etc.) are Contractor's obligation, except the costs of technical revision of the project for construction permit.</p> <p>The technical revision of the project for construction permit and Technical Acceptance will be done at the Employer's cost.</p>
46.	LOT 1: Please clarify whether Power of Attorney has to be notarized, or certified	Please see the Contracting Authority's Clarifications No.3, answer no. 33
47.	LOT 1: We foresee that the Cash Flow Statements required as per Item 12.1.4 of Instructions to Tenderers represent the Form 4.6.9.7 – Cash Flow Schedule (Volume 1, Section 4). Please confirm resp. explain what does this refer to.	Please note that cash flow statement should be submitted in the form 4.6.9.7.

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<p>48.</p>	<p>LOT 1: Please inform us which documents shall be submitted under the Form 4.6.9.3. (i-registration of a company?; ii-is this the Form 4.6.9.1?; iii-which document?)?</p>	<p>Please see the answers to questions no.9 and 21.</p>
<p>49.</p>	<p>According to Employer's Requirements par. 3.22:"The Guarantee Period of WWTP will start after the Performance Certificate will be issued. Duration of the Guarantee Period of WWTP is defined by the Serbian regulation. "</p> <p>Please confirm that the Guarantee Period referred herein relates to the legal warranty for construction works according to mandatory Serbian legislation.</p> <p>Please confirm that such Guarantee Period falls outside the scope of the Contract and that all Contractor's contractual obligations will be deemed completed upon issuance of the Performance Certificate.</p> <p>Please clarify if the design life of the Permanent Works defined under Employer's Requirements par. 3.11.1 relates to the Guarantee Period as per par. 3.22.</p>	<p>Please see the answer no. 34.</p>
<p>50.</p>	<p>LOT 1: Are all of the centrifugal submersible pumps have to be with "ex - rated" electrical motor?</p>	<p>Submersible pumps related to Inlet pumping Station and Internal Pumping Station have to be with "ex - rated" electrical motor.</p>
<p>51.</p>	<p>LOT 1: Are all of the screw conveyors have to be with "ex - rated" electrical motor?</p>	<p>Screw conveyors (if any) related to Inlet pumping Station, Mechanical Treatment and Sludge Dewatering have to be with "ex - rated" electrical motor.</p>
<p>52.</p>	<p>LOT 1: Are all of the belt conveyors have to be with "ex - rated" electrical motor?</p>	<p>Belt conveyors (if any) related to Inlet pumping Station, Mechanical Treatment and Sludge Dewatering have to be with "ex - rated" electrical motor.</p>

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53.	LOT 1: Are all of the cranes have to be with "ex - rated" electrical motor?	Cranes (if any) related to Inlet pumping Station, Mechanical Treatment and Sludge Dewatering have to be with "ex - rated" electrical motor.
54.	LOT 1: Are all of the fans have to be with "ex - rated" electrical motor?	Fans (if any) related to Inlet pumping Station, Mechanical Treatment and Sludge Dewatering have to be with "ex - rated" electrical motor.
55.	LOT 1: Storm Water Detention Tank from provided drawings in Tender Dossier, Volume 5, is shown like shallow tank with 1.5 m depth and with relatively large surface. Is it allowed to offer and construct deeper tank, 3-4 m deep with fulfilling requirement for volume i.e. detention time?	<p>In accordance with Employer's Requirements (ER), each Bidder shall prepare his own Tender Design / Contractor's Proposal based on requirements of ER and.</p> <p>Volumes of tanks/structures, if defined in ER, are minimum required. However, shape and depth of detention tank depends on Tender Design /Contractor's Proposal.</p>
56.	LOT 1: According to hydraulic profile in Tender Dossier, Volume 5, 5.6-Hydraulic Profile of water line, effluent discharge structure level is below 100 years occurrence river Ibar level. Can you please confirm that bottom pipe level of 389.30 m of discharge pipe is in accordance with Employers Requirements?	The bottom pipe level of 389.30 m of discharge pipe (given in Drawing 5.6-Hydraulic Profile) is only indicative and shall be finally defined by the Tender Design / Contractor's Proposal.
57.	LOT 1: In General Technical Specifications for Mechanical works, maximum periphery speed for submersible mixer is 8 m/s. Is higher value acceptable?	It is needed to respect GTS.

Contracting Authority's Clarifications

<p>58.</p>	<p>LOT 1: According to GTS Mechanical Works, 9.5 Container Vehicle, work load is defined to be higher than 10 t and it refers to filled 3 m³ container. Taking in consideration density of dewatered sludge and weight of empty container, 10 t is much higher than weight filled 3 m³ container times 1.25. Can you please reconsider work load of container vehicle and clarify which value should be fulfilled 10 t or filled 3 m³ container times 1.25 which is cca 5- 5.5 t?</p>	<p>It is needed to respect GTS.</p>
<p>59.</p>	<p>LOT 1: Is extension of the deadline for submitting tenders for two weeks possible, taking in consideration uncertainties in Tender Dossier?</p>	<p>The submission deadline remains unchanged.</p>
<p>60.</p>	<p>LOT 2: Since in our country products very quality pipe for collectors made from GRP material, is it possible to change pipe material for main collector to GRP material – diameter 600 mm, GRP, SN 10 (may be 8) or diameter 700 mm, GRP, SN 10 (may be 8).</p> <p>Technically, these pipes could be correct selection depending on technical requirements.</p>	<p>It is needed to respect GTS.</p>