



Republic of Serbia
MINISTRY OF FINANCE
Department for Contracting and
Financing of EU Funded Programmes
(CFCU)

13/03/2024, Belgrade

CONTRACTING AUTHORITY'S CLARIFICATIONS No. 4

Construction of municipal wastewater collection and treatment system in Čačak
Publication ref.: NEAR/BEG/2023/EA-OP/0148

No.	Question	Answer
1.	Referring to the ITT document page 10, item 12.2. b -3 it is stated that "Tenderer must have completed at least one contract comprising process design, construction and commissioning of municipal waste water treatment plant with capacity of at least 90,000 PE, comprising tertiary treatment of wastewater implemented under design-built or turnkey Contract Condition. The works contracts must have been completed at any moment during the period of the past eight (8) years from the date of submission of tenders". We have reference project which meet the necessary requirement of this item but we were JV partner with % 49 share while executed that project. Could you please confirm that do we meet the requirement with this reference and not need to be prime contractor in our past reference?	Please refer to CONTRACTING AUTHORITY'S CLARIFICATIONS No. 2, Question no. 25/7.
2.	In Volume 3.2. chapter 3.2.2.31. Guaranteed Operational Costs, Maintenance Cost Guarantee is stated that Contractor shall guarantee annual costs of the annual service which shall include the following: a. Inspection by approved sub-contractor (Contractor to provide recommendations), b. Replacement of consumables such as oil, lubricants, seals, filters..., c. Cleaning of all equipment, tanks of all deposits or debris for the process equipment (Blowers, Boilers, Cogeneration units. Please clarify where to include (in which table) such annual costs since from guarantee tables in Volume 4.2 it is not clear and visible.	Please refer to CONTRACTING AUTHORITY'S CLARIFICATIONS No. 2, Question no. 74.
3.	In Volume 4.2. is stated: "In the case that at the end of the guarantee period for operational costs, the measured operational	Employer shall claim incurred costs from the Contractor and seek compensation according to provisions of the Contract. The Employer

	<p>cost as determined via the procedure described in Volume 3.2, is still higher than the guaranteed value, the Contractor shall have to pay a penalty to the End Recipient for the difference between the measured and guaranteed operational costs, multiplied by 14 (capitalisation factor for 20-year operational costs), to compensate for the losses caused to the End Recipient.” Please define what is the maximum upper limit of the amount of compensation for the losses that Employer is allowed to deduct from Contractor. Also please clarify in which manner shall Employer deduct such penalty.</p>	<p>also reserved the right to deduct incurred costs from the Contractor’s performance guarantee.</p>
<p>4.</p>	<p>In Volume 3.2. in chapter 3.2.2.32. Remedial actions is written: “Where the Beneficiary incurs costs in the form of penalties from the Serbian authorities for failure of the effluent to comply with the Standards and these failures are shown to be due to the failure of the plant to meet the guarantee, then these costs will be recovered from the Contractor, through the demand of payment from the performance guarantee.” Please clarify in which manner and amount shall Employer recover costs from the Contractor in case such circumstances occur, and on what those costs depend on.</p>	<p>Employer shall claim incurred costs from the Contractor and seek compensation according to provisions of the Contract. The Employer also reserved the right to deduct incurred costs from the Contractor’s performance guarantee. Penalties for failure to meet effluent requirements are defined by the Law on environmental protection and other relevant legislation.</p>
<p>5.</p>	<p>In Volume 2, Section 1 Contract Form is given the following: “The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence: (a) the Contract Form, (b) the Tender Form and Appendix to Tender, (c) the Particular Conditions of Contract, (d) the General Conditions of Contract, (e) the Employer’s Requirements including clarifications during tender preparation process, (f) the Drawings, (g) the Schedules (after arithmetical corrections), (h) the Tender, including clarifications during evaluation stage, (i) any other documents forming part of the contract including LEF, BAF and the templates for various guarantees (pre-financing, performance, retention).” Please clarify the following: a. What is considered under point f) Drawings? b. Under which point shall be included Bidder’s proposal? c. We suggest that clarifications during tendering and</p>	<p>a. Point (f) drawings comprises of all documents made available to the Contractor in the Volume 5 of the Tender Dossier. b. Bidder’s proposal is considered under point (h) the Tender, including clarifications during evaluation stage. c. The Contracting Authority confirms order of precedence of documents, as defined in the Tender Dossier, Volume 2, Section 1 and Section 3.</p>

	evaluation stage should have higher priority.	
6.	Please confirm that there are no penalized contract milestones except contract completion (issuance of Taking over certificate).	Confirmed.
7.	In Volume 2,, Section III; Particular Conditions; 13.8 Adjustments for Changes in Cost is stated: „The cumulative value of adjustment in costs calculated according to the formula shall be capped at 10% of the Contract Price“. Please clarify what will happened if price/costs increase more than 10%?	Please refer to Art. 20.1 of the General Conditions of Contract (Volume 2, Section 2).
8.	Vol 2; Section III; Particular Conditions; 14.5 Plant and Materials intended for the works „The additional amount to be certified shall be the equivalent of sixty percent of the Engineer's determination of the cost of the Plant and Materials (including delivery to Site) taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials“. Please confirm is it acceptable the additional amount of 80% Plant and Material (delivery to Site) as per YELLOW FIDIC General conditions?	Not confirmed. The Contracting Authority confirms provisions of the Particular Conditions of Contract (Volume 2, Section 3).
9.	Vol 2; Section III Particular Conditions; Subclause 14.7 Payment of Section III Particular Conditions indicates time for payment of advance payment, interim payment certificates and final payment certificate to be 84 days after Employer receives Certificate and supporting documents. We find this subclause to be extremely unfair towards contractor. As a result, the bidder will be forced to include all financing costs into his offer, what will make his offer less competitive. In addition Serbian Law prescribes 60 days payment period ("ЗАКОН О РОКОВИМА ИЗМИРЕЊА НОВЧАНИХ ОБАВЕЗА У КОМЕРЦИЈАЛНИМ ТРАНСАКЦИЈАМА - „Службени гласник РС“, број 119/2012, 68/2015, 113/2017, 91/2019, 44/2021-др. закон и 44/2021). Having all above considered, we urge the Employer to change payment back to usual 56 days upon receiving certificate with supporting documents.	Please note that this Contract is subject to provisions of the ratified Framework agreement between the republic of Serbia and the European Commission on the arrangements for implementation of union financial assistance to the republic of Serbia under the instrument for pre-accession assistance (IPA II) "Official Gazette of RS - International Agreements", number 19 of December 29, 2014. In accordance with Art. 18 of the Framework agreement and further PRAG Art 44.3 (a) and (b), the Contracting Authority confirms payment processing time defined in the Particular Conditions of Contract (Volume 2, Section 3).
10.	Volume 3.4 Chapter 3.4.21.4 Integrated Polymer Preparation & Dosing Plant In the	Please note that the concentrate transfer pump referred to in Volume 3.4 Section 3.4.21.4 is

	<p>Volume 3.4 Chapter 3.4.21.4 Integrated Polymer Preparation & Dosing Plant Regarding polymer concentrate pumps is stated “Concentrate transfer pump shall be a stainless steel direct driven centrifugal pump mounted onto the base frame. The pump shall be complete with all necessary pipework and valves to discharge into the suction connection of the transfer pump.” Please confirm that Bidder is allowed to offer progressive cavity pumps which are more appropriate for such a high viscous fluid (polymer concentrate).</p>	<p>used for transfer of polymer in liquid form (concentrate) from the stock tank to the polymer preparation tank.</p> <p>Polymer dosing pumps shall be in accordance with Volume 3 Section 3.2.2.20 excentric (positive displacement) pumps.</p>
11.	<p>Volume 3.2, Chapter 3.2.1.15 Primary Sedimentation Tank (PST). Regarding pumping of floating material and scum is stated: “Floating materials and scum will be conducted to the pump sump and from there pumped by a submersible pump into the scum discharge pipe and further to primary sludge gravity thickener.” Please confirm that bidder has to predict positive displacement pumps for scum since it’s not possible to pump floating material with submersible pumps efficiently. Please confirm that bidder can foresee pumping of scum directly to the mixed sludge tank so to avoid clogging of PS gravity thickener by floating material that will not settle down.</p>	<p>For scum removal from Primary Sedimentation tanks please refer to PIDs enclosed in Volume 5, 7-IDP.WWTP Prelici, drawings 00-02-00 and 00-03-00.</p> <p>Regarding the type of pumps please refer to CONTRACTING AUTHORITY’S CLARIFICATIONS No. 2, Question no. 5.</p>
12.	<p>Wastewater Quantities According to Volume 3, 3.2.2.6 Wastewater Quantities, Table 3.2.2-2: Basic Criteria; it is mentioned that “QWWF1 is the peak flow to be directed to the WWTP for treatment. Stormwater flows QWWF2, (flows exceeding QWWF1) shall bypass the facility and be discharged to the Atenica river at the existing discharge locations.” According to Volume 3, chapter 3.2.2.13.5 Inlet Pumping Station; there is mentioned that “flows above QWWF1 shall be diverted to the storm pumping station.” Since there is a contradiction here, please clarify if the stormwater shall bypass the WWTP to the Atenica River at the existing discharge location via the new Flow Diversion Chamber or after the coarse screen via the stormwater pumping station.</p>	<p>Both structures, Diversion chamber and overflow and Stormwater pumping station shall be designed and constructed, as described in the Tender Dossier.</p>
13.	<p>PST – surface load In Volume 3, 3.2.2.15 Primary Sedimentation Tank (PST), Table 3.2.2-14: Design Criteria for Primary Sedimentation Tank; the Maximum</p>	<p>Confirmed. Please refer to CONTRACTING AUTHORITY’S CLARIFICATIONS No. 2, Question no. 35, second bullet.</p>

	<p>Surface Load is defined with 3m/h, but the corresponding flow needs to be clarified. According to DWA – A131 (2016): The decisive factor for sufficient separation of particulate matter is the surface overflow rate, which, for primary settling tanks for the relevant dimensioning case, should be around $q_{A,PST} = 2,5 \text{ m/h}$ to 4 m/h in relation to the 1 hour peak outflow in dry weather conditions. Please confirm that the defined maximum surface load of 3m/h is considered for the Maximum dry weather flow , QMDWF of 431l/s (Phase I) and 566l/s (Phase II) as defined in Volume 3, 3.2.2.6 Wastewater Quantities, Table 3.2.2-2: Basic Criteria.</p>	
<p>14.</p>	<p>FST – bypass requirement According to Volume 3, chapter 3.2.2.16.5 Final Sedimentation Tank (FST); it is mentioned that “The Final Sedimentation Tanks (FST) shall be designed and constructed as parallel operated concrete basins with horizontal flow, which shall be provided with systems for bottom sludge removal and scum removal. It shall be possible to bypass each tank as well as the whole process for maintenance and emergency purposes” Bypass for each Final Sedimentation tank: clear Bypass of the whole process: Since the biological stage consists of the combination of Activated Sludge Tanks (AST) and Final Sedimentation Tanks (FST), we assume, that in case of bypass of the whole process, Activated Sludge Tanks (AST) plus Final Sedimentation Tanks (FST), are meant. Please clarify.</p>	<p>A bypass of the activated sludge process including final sedimentation is foreseen in case of accident only. For the purpose of regular maintenance or repair any of tanks may be isolated by closing the relevant penstock in AST and FST distribution chambers with due consideration on maintenance of the process parameters.</p>