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CONTRACTING AUTHORITY'S CLARIFICATIONS No. 3

Waste Water Treatment Project - Sabac

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

Tender no: 08SER01/13/51

No	Question	Answer
1	<p>In the Works procurement notice at the point 16 Selection criteria, the average annual turnover of the following three (3) years (2007, 2008, 2009) is at least 30,000,000 EURO.</p> <p>Can you confirm me that the value of the average annual turnover and the years to be consider is correct?</p> <p>If the years to be consider include the year 2010, our financial statement is available only after the deadline for submission due to reasons related to the Company Statute. Is it sufficient to present in our Offer Documents only the financial statement for the year 2007, 2008, 2009 and a declaration for the year 2010?</p>	<p>The information in the Procurement Notice is the correct one.</p> <p>Please refer also to item 2 of Clarifications No. 2, and item 1 of Corrigendum No. 2 to the Tender Dossier.</p>
2	<p>In the Tender Documents, Volume 3 Section 2 paragraph 3.2.7.4.2 Sludge Storage Building (optional) an Emergency covered sludge storage sufficient for 30 days shall be provided for dewatered sludge. This sludge Storage Building is required in the Table 1 in the Volume 3 Section 2. But in the Volume 4 Section 4.1 Breakdown of the overall lump sum price, in the paragraph 4.1.2.3 Schedule for the Optional Items the Sludge Storage Building is not present.</p> <p>So we want a clarification about if we must consider the Sludge Storage Building and if we must consider in the Breakdown of the lump sum price (in which Item of the Schedule 3 Optional Items we must insert the Sludge Storage Building price)?</p>	<p>Sludge Storage Building is an optional item and should be added as a new item 2.29 in Volume 4 Section 4.1. Schedule 2– Optional Items for Civil Works.</p> <p>Please also be referred to Item No. 9 of Corrigendum No. 3 to the Tender Dossier.</p>

No	Question	Answer
3	<p>With reference to Vol. 3 section 1, paragraph 3.1.4.2. page 8 we read the following:</p> <p><i>"The plant site is situated in the currently unprotected river bank between the river channel and existing flood protection bund, stretching along the Sava River for approximately 300m with the ground elevations being 75.30 – 79.50m above sea level. Existing structures on the plot (inlet pumping station and power block with transformer station) are shown in Volume 5. Since there are large depressions (see Volume 5 – topographical plan), the Beneficiary has carried out some sand-gravel filling of the future plant site, which is now overgrown with grass and low weed. The Sava littoral area grows marsh plant life."</i></p> <p>With reference to Vol. 3 section 1, paragraph 3.1.4.9, pag 16 we read the following:</p> <p><i>"Levelling and regulation of the site location shall be done based on adequate geotechnical and hydro-geological investigation works. Given the above-mentioned 100-year recurrence flood level in the Sava, the protection embankment crown for the WWTP location shall be at 79.55 masl, whereas site levelling elevation shall be 78.70 masl, with minimal top elevation of structural walls at 79.55 masl."</i></p> <p>Our Comments:</p> <p>1) Will the river bank at 79.55 masl, at the moment of the construction of the plant , already be built or is it part of the area to be prepared and there part of the scope of works? Please clarify.</p> <p>2) Must the design of the civil works of the plant take into consideration the groundwater level (See Vol.3 section 1, paragraph 3.1.4.6, page 11: groundwater registered at 72 to 72.5 masl, indicating that proper drainage must be conducted during construction) <u>or</u> must we take into consideration the possibility that the are of the plant can flood up to the maximum level of the Sava River according to the mentioned 100-year recurrence flood level in the Sava of 78.50 masl?</p>	<p>1) We confirm that any additional works on the river bank slopes is not in the scope of Works for this Contract. However at this moment there is no indication about when this project will be completed. Please also be referred to Item No. 4 of the Corrigendum No. 3 to the Tender Dossier.</p> <p>2) part 1 – The quotation from Vol. 3 Section 1 paragraph 3.1.4.6 is correct. Please also be referred to the last part of paragraph which states that "The geotechnical investigation is provided for information only and the Contractor shall remain responsible for the use thereof and of any interpretation of the results. If the Contractor considers it necessary, additional investigations can be carried out during the design."</p> <p>2) part 2 – Considering that the flood protection is still not constructed, please be referred to drawing 5.1 – "WWTP Sabac-Cadastral-Topographical Plan." for existing ground levels, so as to assess the flood risk until completion of the flood protection project. As indicated in article 3.1.4.9, the required general site levelling of 78.7 masl is set above the design flood level, which means that it must be taken into account by the Contractor for the design, construction and operation of the plant.</p>
4	<p>With reference to Vol.3 section 1, paragraph 3.1.9.19, pag 41 we read the following:</p> <p><i>"The Contractor's Preliminary Design shall contain general information about the Project, basis and criteria for design, layout solution and the data about the micro location of the facility, functional, structural and other properties, technical - process and operational characteristics, geological and geotechnical report including engineering and technical properties of the terrain and soil with preliminary calculations of stability and safety. It shall also include all necessary calculations including, but not limited to: structural, hydraulic, process, environmental impact mitigation measures, related infrastructure design."</i></p> <p>A few lines after:</p> <p><i>"The Preliminary Design shall be prepared in both English and Serbian language"</i></p> <p>The official language of the project documentation of the works are English and Serbian (see Vol.3 section 1, paragraph 3.1.9.20. pag. 42: The Detail Design shall be prepared in Serbian and in English language by a company licensed for this specific</p>	<p>With regards to the requirements described in Vol. 3 section 1, paragraph 3.1.9.19, page 41, it is confirmed that these requirements concern the submissions of the Contractor, not the submissions of the Tenderer.</p> <p>With regards to tender preparation we confirm that the requirements for the preparation of the tender solution are described in Vol. 1 Section 4, form 4.6.10 Technical solution. The template in Form 4.6.10 must be followed closely in order to present a complete technical solution.</p>

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	<p>type of Contracts).</p> <p>In the Appendix to Tender pag. 6 of 8 it is indicated that the language of the contract and communications is English.</p> <p>Our Comments:</p> <p>We understand that the type of documentation you refer to is regarding documentation to be supplied after the award. Can you please clarify?</p> <p>In the Tender preparation we will refer to as such as requested in Vol. 1 Section 4, form 4.6.10 Technical solution. Please confirm.</p>																					
5	<p>With reference to Vol. 1 section 4, paragraph 4.6.11.1.3 pag. 41 process guarantees sludge treatment, the Tenderer must guarantee the following:</p> <p>1. Polymer usage for dewatering</p> <table border="1" data-bbox="252 909 826 1032"> <thead> <tr> <th>Parameter 4</th> <th>Unit</th> <th>Maximum accepted by the Employer/Beneficiary</th> <th>Guaranteed value by the Contractor</th> </tr> </thead> <tbody> <tr> <td>Polymer – type</td> <td>kg per tonne dry matter</td> <td>10 kg/t ds</td> <td>.....</td> </tr> <tr> <td>100% active substance</td> <td>(sludge)</td> <td></td> <td></td> </tr> </tbody> </table> <p>2. Dry Solids Content of Dewatered Sludge</p> <table border="1" data-bbox="252 1077 826 1200"> <thead> <tr> <th>Parameter 5</th> <th>Unit</th> <th>Minimum accepted by the Employer/Beneficiary</th> <th>Guaranteed value by the Contractor</th> </tr> </thead> <tbody> <tr> <td>Minimum content of dry matter in the dewatered sludge</td> <td>% dry matter</td> <td>20 % ds</td> <td>.....</td> </tr> </tbody> </table> <p>Our Comments:</p> <p>Regarding the process design we inform you of the following:</p> <ol style="list-style-type: none"> The mechanical sludge dewatering will be designed to treat the digested sludge coming from the anaerobic digester section and all the relative guarantee values (process and chemical consumption) shall comply. However as indicated on page 37 of Volume 3 Sect 2 where it is stated that “ Until the digesters have been completed (under part 3) the thickened sludge from the blending tank shall be conditioned and transferred directly to the dewatering units”, in order to have the same guarantee values as in pt. 1 above we must design the mechanical sludge dewatering unit larger than what would be required in case of having this section from the beginning and consequently the chemical consumptions are higher. In consideration of point 2, in order to estimate our consumption values for 14 years, we need to know from you, <u>for how much time must we consider the plant to operate without anaerobic digestors?</u> 	Parameter 4	Unit	Maximum accepted by the Employer/Beneficiary	Guaranteed value by the Contractor	Polymer – type	kg per tonne dry matter	10 kg/t ds	100% active substance	(sludge)			Parameter 5	Unit	Minimum accepted by the Employer/Beneficiary	Guaranteed value by the Contractor	Minimum content of dry matter in the dewatered sludge	% dry matter	20 % ds	<p>At this stage there is no information about the timing for the completion of Part 3, which includes the construction of the digesters.</p> <p>It is therefore necessary to comply with the requirements given in Volume 3, section 2, page 37.</p> <p>We draw attention to the fact that the optional facility for lime dosing, prescribed in Volume 3, section 2 par. 3.2.7.4.1, page 40, shall have to be implemented if the construction of the digesters under part 3 is delayed.</p> <p>The operational costs for the optional lime dosing unit were not requested to be included in the operational cost guarantee, because of uncertainty about the implementation of that unit.</p>
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	<p>4. In consideration of the above, and in the interest for you future programme, <u>we would like to know if we can use the solution indicated in pt.1 and ignore pt.2 and pt. 3.?</u></p>	
<p>6</p>	<p>During the site inspection, we have notice that in the area dedicated for the plant, there is a service railway for the industrial next to the plant. This seems to be confirmed by the general layout drawing (tender drawing DWG 5 General Layout). In the same document we notice the railroad gate 1 and gate 2 to the fence of our plant</p> <p>Our Comment:</p> <p>Must we expect that this railway remains in service and that we will have traffic of trains by the two gates?</p>	<p>Although currently the railroad is not in use, it shall be maintained for future service, allowing traffic via the two gates. Reference is made to the railway mentioned in Volume 3, Section 1, par 3.1.4.2 and shown in Drawing 5.4. Please be referred to Corrigendum No. 3 to the Tender Dossier, Item No. 3</p>
<p>7</p>	<p>With reference to tender drawing DWG 5.4 General Layout, the area defined reserved area Phase II – Primary clarifiers, biological treatment and canal clarifiers, can we locate this equipment in other places than those indicated but always within the area, maintaining in any case the extension of the plant area the same?</p>	<p>Some flexibility is allowed, but generally the arrangement and location for particular groups of process units shall be respected in order to comply with the prevailing location permit.</p>
<p>8</p>	<p>With reference to Vol 3 section 2, paragraph 3.2.2 pag 5, since the plant of Sabac has foreseen three different contracts, should we consider that the area available is divided into three different Lots and each one independent, and if yes, can you give us indications about the actual areas available without limits or restrictions?</p>	<p>The area for Part 1 is reserved, because it is concerned with existing structures and ongoing works. This can be observed in drawing 5.4, in which the existing structures are shown in grey, while items that are out of the scope of work are shown in the legend of that drawing. Part 2 and Part 3 shall be considered in function of the prevailing location permit, as stated in answer to question 7 above.</p>
<p>9</p>	<p>Clause 3.1.9.12 States: “The “n-1” rule for two or more tanks of a treatment stage shall be used for the hydraulic design of any tank and its piping system. The hydraulic capacity of any weir collection trough, pipe, channel and chamber shall be sufficient for the maximum flow increased by the factor $n/(n-1)$. Whereas n = number of tanks”</p> <p>Please confirm that the “n-1” rule has to be applied with reference to Phase 1B and not to Phase 1A, as appear from the Tender drawing 5.7</p>	<p>The rule is to be applied always.</p>
<p>10</p>	<p>Pt 12.3 of Vol 1 at page 12 of 21 “Instructions to Tenders states “ The Tender must include all of the information required by subclause 12.1 <u>for each member</u> of the joint venture/consortium and the summary of data for the execution of works by the tender”.</p> <p>Much of the information to be supplied at pt. 12.1 is</p>	<p>The information which is common to the all members of the joint venture/consortium would need to be presented as common submission of the joint venture/consortium, while information which is individual for each member of the joint venture/consortium should be presented separately for each member, as appropriate.</p>

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	<p>in common to the JV and cannot be broken down in a separate document for example critical milestones bar chart exc. In other cases some information is to be supplied only by one member of the JV since the other member does not deal with the matter. For example one member is responsible for the process, operation costs and technical matters while the other deals only with civil works. How can both members supply information if it is the other members' scope of work.</p> <p>Please explain how to proceed.</p>	
11	<p>In the Volume 5 Section 5.2 - Available Documents there are 4 documents that give some important information about the area of the WWTP. Can You give us these documents in digital format?</p>	<p>Please be referred to the remark at the end of Volume 5 section 5.2, which provides the location where these documents can be consulted.</p>
12	<p>Is possible to have the Geo-mechanical investigation shown in the Volume 3 Section 3.1 paragraph 3.1.4.6?</p>	<p>The geomechanical investigation is part of documentation 2 – to which reference is made in the answer to question 11 above.</p>
13	<p>In the Volume 1 Section 4 in the FORM 4.6.10 TECHNICAL SOLUTION point 4 Drawing Requirements, are request, in the drawings list, the drawing of Inlet Pumping Station, Screen house & Blowers room (Drawings No. 6, 7) and the drawing of Grit and grease removal chambers (Drawing No. 8). From the Tender Documents we have understand that the Inlet flow meter (existing), the Fine Screen, the Aerated Grit Chamber and Grit Removal and the Air Blowers for Grit Chamber are out of scope of works of the EUD Contract. Can you confirm this? In this case, can we exclude the above mentioned Drawings No. 6, 7 and 8?</p>	<p>Yes, it is confirmed that the mentioned structures are out of scope of the tendered Contract, as indicated in Volume 3, Section 2, par 3.2.2.1.</p> <p>As a consequence the drawings 6, 7 and 8 are not required to be submitted.</p> <p>Please be referred to Corrigendum No. 3 to the Tender Dossier - item 2.</p>
14	<p>From the Tender Documents we understand that the EUD CONTRACT is included from the output of the Grit Chamber until the Outlet Flow Meter and Sampling Equipment (Item 8 in the Tender Drawing DWG 5.4 of the Tender Documents). So we suppose that the discharge pipe in the Sava River (the pipe from the Outlet Flow Meter to the Sava River) is out of the scope of the EUD CONTRACT and shall not be considered in our offer. Can You confirm our supposition?</p>	<p>Please be referred to Volume 3, Section 2, page 7 - Contract Interfaces.</p> <p>In point 3 it is mentioned that for the outlet, the interface is the discharge point into the Sava River. This confirms that the mentioned discharge pipe is included in the scope of works.</p>
15	<p>A rail track, which divides the WWTP site, is shown in drawing DWG 5.1. Is this structure in use? Or must we consider its demolition in scope of the EUD tender?</p>	<p>The rail track is presently not in use, but it must be considered that all crossings of installations shall be executed in form as required for fully operational industrial rail road.</p> <p>Please be referred to the answer to question 6 above.</p>
16	<p>Please confirm that the river bank reinforcement at the WWTP site is out of the EUD contract.</p>	<p>We confirm that any additional works on the river bank slopes is not in the scope of Works</p>

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		for this Contract. Please be referred to Corrigendum No. 3 to the Tender Dossier - item No 4
17	Stainless steel W 1.4571 (equal to AISI 316 Ti) is required for the majority of the submerged parts of the equipments in the WWTP. Can we propose AISI 316 (W 1.4401) instead of AISI 316 Ti?	As W 1.4401 is sub standard to the specified material, it will be considered as non compliant solution with this material for the submerged parts of the listed WWTP equipment.
18	Regarding the primary sedimentation tanks, we think that the considered dry solids content for the primary sludge wouldn't exceed 1,5 % (15 Kgr/m3). Please, confirm or correct that the dry solids content is 3-5%, according to Table 14 from Vol 3 Sec 2.	Please be referred to Volume 3 Section 2 paragraph 3.2.3, 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 more strict criteria as he deems necessary.
19	Regarding the primary sedimentation tanks, a value of 2.50-4 m3/m2/h is fixed in table 14 Vol 3 Sec 2 for the surface load, although different standards establish 1,00-2,50 m3/m2/h as range of values for this parameter. Please, confirm or clarify the range of values for the surface load.	Same as in the answer to question 18 above.
20	In table 21 from Vol 3 Sec 2 we can read that 2 mechanical thickeners are required, but one of them in stand by (1+1). Two dosing stations of polymer are required (1+1). Can we design the polymer dosing with 2+1 pumps for both dosing stations according to the n+1 rule?	Please follow the technical requirements in Volume 3 Section 2 par 3.2.7.2 and par 3.2.7.3 for separate polymer stations in n+1 configuration for the mechanical sludge thickening and for sludge dewatering
21	We think there is a contradiction in the drawings and the tender documents in Volume 3 Section 2 point 3.2.7.2. According with the mentioned point 3.2.7.2 we understand that the tanks are upstream the thickening mechanical machines. We understand that the excess sludge is pumped from the excess pumping station into these storage tanks and, then, the mechanical thickening machines are fed from these storage tanks. But in drawing DWG 5.6 the tanks seems to be downstream the thickening machines, so, the thickened excess sludge is pumped from this tank to a blending tank, and there it is mixed with the primary thickened sludge. What kind of working scheme must we consider?	There should be a WAS (waste activated sludge) storage tanks at the sludge thickening facilities with appurtenant pumps. Thickened sludge shall be collected in a sump and by means of thickened sludge pumps transferred into a blending tank with storage capacity for minimum of 2 days peak production, providing homogenized inflow of primary and excess sludge for anaerobic digesters. Please also be referred to Corrigendum No. 3 to the Tender Dossier - items no. 5, 6, 8, 9, 10, 11, 12
22	In addition to the two previous points, both tanks (called in DWG 5.6 thickened sludge storage tank and blending tank respectively) are assumed to be optional items. We think that the blending tank must be an obligatory item for the correct sludge dewatering. If this item is not constructed we should pump primary and secondary sludge without mixing to the dewatering machine, which is not	Yes, we confirm that the structures: WAS storage tank, thickened sludge sump and blending tank, all with appurtenant pumps, are obligatory. Please be referred to the answer to question 21 above.

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No	Question	Answer
	recommended. Please confirm that this item is obligatory.	
23	The primary sludge gravity thickener must be dimensioned for IB Phase but it will construct for Phase IA, according to Table 1 of Volume 3 Section 2. But the Volume 3 Sec 2 says that it will be constructed for Phase IB requirements. Please clarify this contradiction.	The capacity to be built in Phase 1A is covering also the requirements for Phase 1B. Therefore no further construction is required in Phase 1B
24	What is the number of dewatering machines required? In drawings we can see two units, but in table 22 from Vol 3 Sec 2 n+1 machines are required. Please clarify this. What is the configuration, one working and the other in stand by? Both machines working at the same time? Please clarify it.	One operational machine + one spare machine are required Please be referred to Volume 3 Section 1 paragraph 3.1.9.11, in combination with the information provided in Table 22 of Volume 3 Section 2.
25	If two dewatering machines are required, please clarify the number of dosing stations and dosing pumps in total, and the configuration of works (1+1, 2+0, 2+1) for dosing stations and pumps.	Please refer to the answer to question 20 above.
26	A sludge storage building is required as optional item. What phase must we dimension for, IA or IB?	Design is for Phase 1B, construction is optional for Phase 1A, as indicated in Volume 3 Section 2 Table 1. See also Corrigendum No. 3 to the Tender Dossier - item no. 9
27	Where should we pump the scum from PST and SST to?	To the works inlet downstream of the screens, which will collect the scum. In the future there should be a T- connection with valves to the blending tank for sending it to the digesters. Please be referred to Volume Section 2 paragraph 3.2.4.1.5, page 22.
28	How far is the point for connecting the drinking water net of the WWTP to the municipal net? How far for the electric supply?	Please be referred to drawing no 5.2
29	In Vol. 3, Sec 2, Table 15, the Oxygen yield membrane aerators (specific oxygen transfer SOTR) is given with $\leq 20 \text{ g O}_2/\text{Nm}^3\text{m}$ With available fine bubble aerators, also SOTR values $> 20 \text{ g O}_2/\text{Nm}^3\text{m}$ are possible. Therefore the requested value $\leq 20 \text{ g O}_2/\text{Nm}^3\text{m}$ will increase the operation costs significantly to a higher value 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 oxygen yield ratio provided in the requirements is indicative, although it is based on realistic values seen in membranes available on the market. However tenderers are allowed to propose their own yield ratios, provided that these are supported by manufacturer's specifications, to be included in the offer. The bidders have the obligation to guarantee the operational costs for the proposed WWTP, requiring a careful choice of the aeration system. Please refer to Volume 3 Section 2 Paragraph 3.2.6.1.
30	In the P&D diagram (Process Flow Diagram) of water line (DWG 5.5) there is the following existing equipment: fine screen, stormwater retention tank, aerated grit (& oil) chambers and	Please be referred to the answer to question 13 above.

No	Question	Answer
	<p>blower station for aerated grit chambers. As per the above diagram and text part, the above units including pertinent equipment are to be out of scope of the design and supply.</p> <p>Among others, the Tender Documents require the below drawings:</p> <ul style="list-style-type: none"> - Inlet Pump Station, Screen House & Blower Room (layout, section) - Grit and Grease Removal Chamber <p>In Volume 1, Section 4, Chapter 5 (page 36), there are requirements concerning detailed information about main equipment. The above information is required for:</p> <ul style="list-style-type: none"> - Inlet Pumping Station – pumps, VFD, control panel, PLC - Fine Screens - Grit Chamber – blowers, grit washer <p>Why the TDs require to submit drawings and detailed information on the aforementioned equipment, if the above units and equipment are to be out of scope of the design and supply?</p>	
31	<p>Please, let me know whether original documents (e.g. registration certificate) of Tenderers according to clause 2.3.3. of the Practical Guide to contract procedures for EU external actions should be translated into the language of the procedure by a sworn translation (translation with validation) or Contracting Authority also accepts common translations without validation?</p> <p>Please, consider the same question in relation to the other documents attached to relevant forms of the questionnaire (for example: bank references, company's certified statements of account for 3 previous years, references and certificates from the relevant Contracting Authorities about contracts of similar nature and extent performed by the Tenderer during the past five years.)</p>	<p>The aspect of language and translation of documents is treated in article 10 of the Instructions of Tenderers. Sworn translations are not mandatory.</p>
32	<p>There is no information about any source of heat energy in the Tender Dossier. How will be the Administration Building, Sludge dewatering and Garage & Workshop heated? There are no boiler room or heat exchanger station for these buildings specified in the TD. We also need some heat energy to provide for thermal deficit at the sludge digesters</p>	<p>It has to be foreseen as part of the Contract Please be referred to Volume 3 Section 2 , first paragraph of points: 3.2.9.1.1, 3.2.9.1.2, 3.2.9.1.3 and 3.2.9.1.4,</p>
33	<p>How will be the existing railroad operated and used during the construction period? Would it be possible to interrupt its operation during the above period and include pertinent railroad construction</p>	<p>Please be referred to the answer to question 15 above.</p>

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	work (after WWTP completion) into the project design.	
34	What is the scope of flood control? Is it any flood protection for the construction period only? Or should be some protection measures (to server permanently after the project completion) performed here? The finish ground level after project completion will be above the 100-year MRI water level and treated water discharge will be ensured here as well, according to the TD.	Please be referred to the answer to question 16 above
35	From the Tender documents we understand that all submerged metal parts and pipework will be in stainless steel grade W 1.4571 (BS 320 S 31). Can you confirm this?	This is confirmed
36	In the Volume 3 Sec 2 paragraph 3.2.5 Primary sedimentation tank is stated the following: "Completion of all internal steel works (ladders, platforms, a.s.o.) shall be in stainless steel grade W 1.4571 (BS 320 S 31)"; instead in the Volume 3 Sec 4 paragraph 4.9.2.8 Handrailings is stated that "the handrailings shall consist of galvanized steel" and also in the Volume 3 Sec 4 in the paragraph 4.9.3. Ladders is stated that the Ladders shall be in mild galvanized steel. Can you confirm that the Ladder and handrailings shall be in mild galvanized steel?	It is confirmed that ladders and handrailings shall be in mild galvanized steel, in accordance Volume 3 Section 4, paragraph 4.9.2.8 and 4.9.3
37	In the Volume 3 Sec 4 in the paragraph 4.9.2.3.Open Mesh Flooring is stated the following: "the open mesh flooring panels shall be fabricated from hot dip galvanized mild steel". Can you confirm this?	This is confirmed
38	In the Volume 3 Sec 4 in the paragraph 4.9.2.2. Floor Plating is stated the following: "Floor plating over openings in concrete or brickwork shall be set flush in mild steel framed kerbing provided with adequate integral lugs for building in. External floor plating and frames shall be mild steel, heavily galvanised or aluminium alloy". Can you confirm this?	This is confirmed
39	In the Volume 3 Sec 4 in the paragraph 4.9.2.4. Access Covers is stated the following: "External access cover such as sludge channels or chambers shall be steel open mesh, hot dip galvanized". Can you confirm this?	This is confirmed
40	In VOLUME 1, SECTION 4; FORM 4.6.10. page 34, point 4 – drawing requirements, in drawing number 6, 7 and 8, there is a requirement for submission of drawings of Inlet Pump Station, Screen House & Blower room, and Grit and grease removal chamber. In VOLUME 3, SECTION 2,	Please be referred to the answer to question 13 above.

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	<p>point 3.2.4.1, which include: Coarse Screens, Inlet lifting pumping station (existing), Inlet pumping station (extension), Storm water compensation tank, Fine screen structure, Grit removal chambers, it is written "The Information included in this section 3.2.4.1 is concerned with the preliminary treatment works and is provided for information only. None of these completed and ongoing works – neither design nor construction is part of the scope of the EUD Contract". Please tell us where to find drawings with numbers 6, 7 and 8, if it is necessary these to be provided.</p>	
41	<p>In VOLUME 4, SECTION 4.2, point 4.2.2.1, it is required the power consumption to be stated in case of three possible loads as per BOD, respectively 100%, 80% and 60%. Please clarify if the change of the load of the station should be considered regarding the influent water quantity together with the BOD index or only regarding the BOD index</p>	<p>Please be referred to Volume 4 Section 2 point 4.2.2.1 first paragraph, in which is stated "... <u>flow and load</u> for Phase 1A...." This confirms that it refers also to influent water quantity.</p>
42	<p>There is an existing railway on the site, which is apparently not in use. Should we envisage reconstruction and modernization of the same in our Tender? In case of reconstruction, how does the Employer intend to use it afterwards- as an independent railway road, or as a combined one- for use of motor vehicles and trains?</p>	<p>Please be referred to the answer to question 6 above.</p>
43	<p>In reference to Procurement Notice clause 16.2.a and Instructions to Tenderers clause 12.2.2.a – please clarify which of these selection criteria shall prevail over the other?</p>	<p>Please be referred to previously published Clarifications No. 2 - item no. 2</p>
44	<p>Please clarify the order of precedence between the different parts of the Tender Documents (Procurement Notice, Instructions to Tenderers, Appendix, Glossary of Terms, Contract Form, GCC, SCC, other forms and documents in the different tender volumes) – in case of a discrepancy which shall prevail over the other?</p>	<p>The order of precedence of the various documents forming the contract is set in the Special Conditions, in Volume 2 Section 3, article 3. As for the documents forming the Tender Dossier - there is no such order of precedence established as they are deemed to be complementary.</p>
45	<p>Please confirm that the term "Technical specifications" defined in the Glossary of Terms refers only to the documents comprising Volumes 3 and 4 of the Tender dossier.</p>	<p>Technical Specifications, as referred to in the Glossary of Terms, are in Volume 3 of the Tender Dossier.</p>
46	<p>In the event that the Tenderer is a consortium or a joint venture – please clarify: a. Which of the selection criteria applies to the consortium / joint venture as a whole, which applies to each of the members thereof and which may apply to only one/some of the members of the consortium / joint venture?</p>	<p>With regards your question a., please be informed that the selection criteria specified in article 16 of the Procurement notice are divided in three categories and applicable as follows: 1) General – applicable for each member of the consortium separately (see also sub-clauses 3.1 and 3.3 of the Instructions to Tenderers)</p>

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No	Question	Answer
	<p>b. What documents should be provided by each member of the consortium / joint venture and what documents should be provided by the members of a consortium / joint venture on behalf of the consortium / joint venture as a whole?</p> <p>c. Please clarify that the Tender guarantee can be issued either (i) on behalf of any one of the members of a consortium / joint venture and covering the joint venture / consortium as a whole; or (ii) as two or three separate guarantees, each issued on behalf of one of the JV members, having the aggregate value of the Tender guarantee pursuant to the Procurement Notice.</p>	<p>2) Economic and financial capacity of the tenderers – applicable to the consortium as a whole. Further it is required that the leading partner meets not less than 50% of the economic and financial capacity and each other partner meets not less than 10% of the economic and financial capacity that is required from the consortium/joint venture as a whole</p> <p>3) Technical and professional capacity - applicable to the consortium as a whole. Further it is required that the leading partner meets not less than 50% of the technical and professional capacity, which is required from the consortium/joint venture as a whole. There is no individual requirement for the other partners in the consortia/joint ventures.</p> <p>With regards your question b., please be referred to the answer to question 10 above.</p> <p>With regards your question c., please be informed that only one single Tender Guarantee is allowed - Instructions to Tenderers, article 15.1. It can be issued on behalf of any of the consortium / JV members as long as it clearly covers the consortium / JV as a whole.</p>
47	<p>In reference to Instructions to Tenderers clause 13.3 please clarify that for the purposes of this Project:</p> <p>a. The Contractor shall be exempt from payment of any or all of the taxes, duties, levies and other encumbrances, for imported goods and local operations related to this Contract.</p> <p>b. In the event that partial exemption shall apply, please detail the taxes from which the Contractor shall be exonerated.</p> <p>c. Should the financial bid include VAT?</p>	<p>As per article 13.3 of the Instructions to tenderers, the offer must not include any taxes or fiscal duties. The Contractor is exempted from payment of such duties and taxes (including VAT) in accordance with the applicable local provisions.</p>
48	<p>In reference to Instructions to Tenderers clause 26, GC + SCC Articles 9 and 46 please clarify that the provision of free access to the Site as well as the receipt by the Contractor of the full amount of pre-financing from the Contracting Authority (following provision of the Performance Guarantee) shall be regarded as conditions precedent to commencement of the works by the Contractor.</p>	<p>Access to site and commencement of the works are conditioned, among others, by the furnishing of a valid Performance Guarantee. However, there is no such pre-condition in the contract for commencement of the works as the receipt by the Contractor of the full amount of pre-financing from the Contracting Authority.</p>
49	<p>With respect to the Contractor's guarantees of performance and operational costs please clarify as follows:</p> <p>a. The total operational costs calculated at the</p>	<p>a. This is confirmed</p> <p>b. This is confirmed</p>

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No	Question	Answer
	<p>end of the first year of operation shall be the outcome of multiplying (i) the unit prices indicated by the Contracting Authority under Vol. 4 Sec. 4.2 of the tender documents (i.e. 0.10 €/kWh for energy consumption, 6,000 €/t for polymer usage for mechanical thickening and dewatering, and 12 €/t for sludge disposal) by (ii) the respective quantities actually consumed and measured;</p> <p>b. The Contractor's guarantees shall be based on the design criteria detailed in Volume 3 Section 2 of the Tender dossier;</p>	
50	<p>In reference to General Conditions of Contract and Special Conditions of Contract articles 36, 61.12 and Volume 4 Section 4.2.5, please clarify that these penalties shall be the sole and exclusive remedy for such a default, as is customary in this industry. See the custom for D&B contracts as reflected in Yellow FIDIC clause 8.7 – enclosed hereto for your convenience.</p>	<p>The contract conditions specify the nature and how the penalties are determined, including their maximum values. The articles quoted by you are relevant for this.</p> <p>Furthermore, please be informed that FIDIC Conditions of Contract are not applicable to this contract.</p>
51	<p>In reference to General Conditions of Contract articles 16, 23, 27.2, 62.3 and 64 please clarify that:</p> <p>a. Neither Party shall be liable towards the other and/or the Supervisor for indirect and/or consequential damages; See the custom for D&B contracts as reflected in Yellow FIDIC clause 17.6 – enclosed hereto for your convenience.</p> <p>b. The Contractor's aggregate liability towards the Contracting Authority and the Supervisor for direct damages with respect to the Works and the Contract shall be limited to the total amount of the Contract Price;</p>	<p>a. No such provision is part of the contract conditions;</p> <p>b. No such limit is expressly specified in the Contract Conditions (16.b, 23.2, 27.2, 64.8).</p> <p>Furthermore, please note that FIDIC Conditions of Contract are not applicable for this Contract</p>
52	<p>Volume 3 Technical requirements-Section 2, page 6, Part 2 -EUD Contract: "The construction shall cover the water line between a point downstream of the grit chamber (belonging to Part 1) and the point of discharge into the Sava River".</p> <p>Please clarify the design criteria for the discharge design into the Sava River – the limit of supply, topography survey from WWTP to the river, length and depth of the discharge pipe into the river ,etc.</p>	<p>Please be referred to the answer to question 14 above .The design and construction of the discharge pipe is included in the scope of the Contract and is responsibility of the Contractor.</p>
53	<p>Volume 3 Technical requirements-Section 2, page 6-7, Part 2 -EUD Contract. :</p> <p>Please give the design criteria for the "Storage and pumping station of thickened excess sludge" and "Supernatant storage tank and pumping station".</p>	<p>Please be referred to the answer to question 21 above.</p>
54	<p>Volume 3 Technical requirements-Section 2, page 8 and 34 "Primary sludge gravity thickener".</p>	<p>Please be referred to the answer to question 21</p>

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No	Question	Answer
	Please clarify whether one or two tanks need to be constructed and in which phase- IA or IB of EUD Contract?	above.
55	<p>On the tender layout drawing asphalt road is shown. See in all site plans (DWG5.4) EXISTING INDUSTRIAL RAILWAY cross the assigned territory and includes two special (railroad) gates 1 & 2.</p> <p>Design drawings attached to TOR have planned the access road on this railroad. Please clarify the status of this facility and if in the plant design it must be taken as live railroad. Please clarify whether the railway has to be dismantled. Please clarify what need to be constructed and in which phase- IA or IB of EUD Contract?</p>	Please be referred to the answer to question 6 above.
56	Please explain the purpose of “bulk fuel oil storage tank” for diesel standby power supply (Volume 3, Section 5). In this context please explain what is considered to be the minimal mandatory equipment that must be supplied in addition to an engine-generator set with basic fuel tank, batteries, exhaust system and control panel and in which phase- IA or IB of EUD Contract need to be constructed?	The standby (emergency) generator is an optional item. Please be referred to Volume 4 Section 1, Schedule 3, point 3.23. In the case that the option will be selected for construction, it will part of the EUD Contract for Phase IA. The design shall be the responsibility of the Contractor and shall be in accordance with the requirements given in Volume 3 Section 5, paragraph 3.5.10
57	There is an existing empty room in the extension of transformer substation. Can it be used as a room for diesel generator set? In this context Volume 3, Section 5 defines Energy block as a location of the standby generator, however this is not reflected clearly at drawing 5.9 Energy block building layout. In addition to the aforesaid please note that the Energy block building is not marked as a facility in the general layout. Please let us know if this building is intended to be included in the design and if so, in which phase - IA or IB of EUD Contract it needs to be constructed?	Yes, the empty room is to be used for the diesel generator. Please note that the building has been constructed (structure). However as indicated in Volume 3 Section 2, Table 1, the electrical system shall be designed for both phases IA and IB and also constructed for Phase IA.
58	Is it mandatory to provide redundant supply line for each LV process distribution board, either in the form of a ring shape connection or as double feeders, from main LV distribution board? If so, please clarify whether there is a mandatory requirement to supply the same for the existing single outgoing and existing distribution board for raw water pumping station, in which the existing design does not require redundancy?	Redundant supply lines for LV process distribution boards are not mandatory, in accordance with Volume 3, Section 5, par.3.5.13
59	Related to the Technical References requiring two project of 8 million euro and 5 million euro respectively. Can you clarify us if one project of more than 13 million euro should satisfy the	The number of projects is also a minimum requirement. <u>Two</u> projects of 8 million euro and 5 million euro respectively are required. Both projects must be of similar nature and complexity comparable to this design and build

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No	Question	Answer
	qualification requirements?	contract, as specified in the Procurement Notice, article 16.
60	<p>Annex: Yellow FIDIC Clauses</p> <p>“Yellow FIDIC” means the Conditions of Contract for Plant and Design-Build (for electrical and mechanical plant and for building and engineering works, designed by the contractor) published by the International Federation of Consulting Engineers, First Edition, 1999.</p>	Please note that FIDIC Conditions of Contract are not applicable to this Contract.
61	<p>In Volume 3 - Section 2 "Particular Design & Process Requirements" - Paragraph 3.2.6.5 "Effluent Quality Measurement" is stating the following:</p> <p>"The Effluent Quality Measurement Station shall be designed and constructed for Phase 1A".</p> <p>On the other hand in Volume 3 • Section 2 "Particular Design & Process Requirements" - Table 1 "Overview Table", the "Effluent discharge, flow measurement & quality monitoring" are marked as "Yes" both the Design and Construction of Phase 1B.</p> <p>Please clarify the scope of the Design activities and Construction works of the "Effluent Quality Measurement".</p>	As indicated in Table 1 the Effluent Quality Measurement Station shall be designed with capacity required for Phase 1B, but the full capacity will already be constructed in Phase 1A
62	<p>In Volume 3- Section 2 "Particular Design & Process Requirements"- Paragraph 3.2.7.1 "Effluent Quality Measurement" is stating the following:</p> <p>"A gravity Thickener shall be applied for thickening of primary sludge, produced in primary settling tanks. The tanks shall be constructed for Phase 1B".</p> <p>On the other hand in Volume 3 • Section 2 "Particular Design & Process Requirements" - Table 1 "Overview Table", the "Primary sludge gravity thickener" is marked as "No" for the Construction of Phase 1B.</p> <p>Please clarify the scope of the Construction works of the Gravity thickener.</p>	As indicated in Table 1 the gravity thickeners for primary sludge shall be designed with capacity required for Phase 1B, but the full capacity will already be constructed in Phase 1A
63	<p>In Volume 3 - Section 2 "Particular Design & Process Requirements" - Table 1 "Overview Table", the "Dewatered sludge storage facility and transport" is marked as "Optional" for the Construction of Phase 1A.</p> <p>On the other hand the Dewatered sludge storage facility and transport is not included in Volume 4 'Financial Bid' - Schedule 3 Optional Items for</p>	<p>The dewatered sludge storage facility is a civil structure, therefore does not need to appear in the schedules for mechanical and electrical equipment. Please also be referred to Corrigendum No. 3 to the Tender Dossier - item no. 9.</p> <p>The sludge transporter is included in Schedule 3, optional item 3.28.</p>

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No	Question	Answer
	<p>Mechanical, Electrical, Scada and Control Works.</p> <p>Please clarify if the Bidder should add the item 3.30 "Dewatered sludge storage facility and transport" on the above mentioned Schedule 3 or not.</p>	
64	<p>Table of Content</p> <p>To check the completeness of the Tender Documents a table of content of the entire documents is required. The Tender Documents do not contain such a document. Could you please file this table of content subsequently?</p>	<p>A table of contents is provided in the beginning of each section.</p>
65	<p>Volume 1, Section 1 -Instructions to Tenderers (ITT):</p> <p>In reference to item 12.1.4, Information / Documents to be supplied by the Tenderer</p> <p>Is the cash flow of the company or the cash flow of the project supposed. Please clarify.</p>	<p>It refers to the cashflow projections for the tendered project.</p>
66	<p>In reference to item 12.1.9:</p> <p>According to the ITT, item 12.1.9 "The Tenderer must take account of the prevailing weather conditions and the requirement to prepare designs and obtain building permits prior to execution of construction works.</p> <p>According to Volume 3, Section 1, General Provisions, item 3.1.9.2 the Beneficiary has already obtained the construction permit (=building permit).</p> <p>Please confirm.</p>	<p>As indicated in paragraph 3.1.9.2 the building permit has already been obtained. However the tenderers shall take into account the information indicated further below in the same paragraph which states: <i>"As part of the preparatory phase of the project and for obtaining a Construction Permit, the Beneficiary has obtained some design conditions stipulated by Serbian Law from the relevant authorities. The Contractor shall be responsible for ensuring that all the necessary conditions required by Serbian Laws are fully satisfied."</i></p>
67	<p>Volume 1, Section 4- Questionnaire</p> <p>In reference to Form 4.6.10, item 4, Drawing Requirements, we assume that for Tender phase we just have to provide the drawings for buildings which are constructed under this contract. Please confirm.</p>	<p>That is confirmed. Please also be referred to the answer to question 13 above.</p>
68	<p>Volume 2, Section 2- Conditions of Contract</p> <p>In reference to General Conditions of Contract (GCC), Sub-Clause 21.4, Exceptional Risks, we assume that the provision stated under Sub-Clause 21.4 of the Special 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.</p>	<p>There is no Sub-Clause 21.4 in the Special Conditions of Contract.</p> <p>Article 21 is applicable as stated in the Contract's General Conditions</p>
69	<p>In reference to Special Conditions of Contract (SCC), Sub-Clause 3, Priority of Documents</p> <p>a) In reference to the Contract form "Addenda</p>	<p>a) This is confirmed.</p> <p>b) Both statements refer to the same.</p>

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No	Question	Answer
	<p>shall have the order of precedence of the document they are modifying". Shall Contracting Authorities clarifications also have the order of precedence of the document they are concerning? Please confirm.</p> <p>b) According to the Contract Form under point f "Schedule of Prices" and acc. to SCC under point f "Breakdown of Lump Sum Price" is stated. Please clarify which wording is correct.</p>	
70	<p>In reference to SCC, Sub-Clause 12.a.1, Design and Build Contracts, could you please define the criteria for designer stated in this Sub-Clause.</p>	<p>Please refer to Volume 3 Section 1 paragraph 3.1.9.23, where such criteria have been defined.</p>
71	<p>In reference to SCC, Sub-Clause 12.a.3, Design and Build Contracts, 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.</p>	<p>This is confirmed</p>
72	<p>In reference to SCC, Sub-Clause 17.1, Programme of implementation of tasks, if Supervisor does not make his comments concerning the programme and schedule within 30 days we assume that programme and schedules are correct. Please confirm.</p>	<p>This is confirmed</p>
73	<p>In reference to SCC, Sub-Clause 19.1, Contractor's Drawings, what kind of official permits shall the Contractor submit? Please clarify.</p>	<p>Please be referred to Volume 3 Section 1 Paragraph 3.1.9.2</p>
74	<p>In reference to GCC, Sub-Clause 43.3, Ownership of Plant and Materials, please explain the reason why Contracting Authority is entitled to use equipment, plant and materials on site in case of termination by Contracting Authority?</p>	<p>The Contracting Authority shall be entitled to use the equipment, temporary works, plant and materials on site in order to complete the works, in case of termination of the contract by the Contracting Authority. This is a standard clause of the "General Conditions for works contracts financed by the European Development Fund (EDF) or the European Union".</p>
75	<p>In reference to SCC, Sub-Clause 44.3, General Principles for Payments.</p> <p>In reference to Sub - Clause 44.3 "By derogation the payment to the Contractor" could you please specify for which cases this mentioned 45 days period will be valid and when it will start.</p>	<p>As indicated in Article 44, the stated period applies for the payment of Interim Payment Certificates and the Final Statement of Account. The period starts when the interim payment certificate or final statement of account, issued by the Supervisor, is delivered to the Contracting Authority.</p>
76	<p>In reference to SCC, Sub-Clause 47.1, Retention Money.</p> <p>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</p>	<p>Please be referred to the General Conditions of Contract in Volume 2 Section 2, article 47.1.</p>

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No	Question	Answer
	money with 10% of contract amount.	
77	<p>In reference to SCC, Sub-Clause 53.1, Delayed Payment.</p> <p>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?</p> <p>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.</p>	<p>The term "Member States" does not refer to the contractor or to its nationality. The clause remains unchanged.</p>
78	<p>In reference to GCC, Sub-Clause 63.2 & 63.3, Breach of Contract.</p> <p>On what depends whether general damages acc. the EU and Belgian Law or liquidated damages acc. Contract conditions are applicable?</p>	<p>The applicable entitlement of the parties would depend on the particular situation of breach of Contract.</p>
79	<p>In reference to SCC, Sub-Clause 64.10, Termination by the Contracting Authority.</p> <p>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?</p>	<p>This would mean that no activities, for which payment could be executed, had been carried out for three year since the contract signature.</p>
80	<p>In reference to item 3.2.2.1, Scope of works. In Part 1 (not part of the scope of works of this contract) flow metering at the flow control weir (in grit chamber) is included. No further inlet flow measuring is mentioned in Part 2. But on the Layout attached to the Tender documents a flowmeter-chamber is shown. Do we have to include that?</p>	<p>The flowmeter chamber and equipment downstream of the grit chambers are part of the scope of works, as indicated in drawings 5.4 and 5.5.</p>
81	<p>Existing industrial railroad</p> <p>a) Is it possible to locate I build the new road next to the existing industrial railroad? If the existing railroad has to be adapted to be drivable as acc. to layout attached to Tender, the hole railroad has to constructed new.</p> <p>b) How much safety distance from railway axis to buildings and streets has to be considered?</p> <p>c) Is an additional fence necessary along the existing railroad?</p> <p>d) Is the Contractor obliged to refurbish and maintain the existing railroad? In case of refurbishment does a permission from the national</p>	<p>Please be referred to the answer to question 6 above.</p>

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No	Question	Answer
	railway authority exist?	