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**CONTRACTING AUTHORITY'S CLARIFICATIONS No 2**  
**Wastewater Treatment Plant Vrbas-Kula – Sludge Line**  
**Publication ref.: EuropeAid/131897/L/WKS/RS**  
**Our ref: 08SER01/13/61**

No	Question	Answer
1		Attention shall be given to Corrigendum 2 item 1 to the Tender Dossier where the Final Design Documentation as per Vol. 3 sec. 1 part 3.1.5.3.2. is due to be completed latest by June 2012 as specific requirement of the Contracting Authority.
2	In Vol. III, Section 2, page 6, 3.2.3 Scope of the Process, on the table position 3: "Gas Dual Fuelled Boiler" there are required 2 units for 2020 and also 2 units for 2030. Considering that these boilers are to provide heat supply for digestion plant, administration building and operation building, please provide the heating requirements of the operation and the administration building, which are outside of the scope of this tender.	The total area of the reception, administration and operation building that the boilers are to provide heat supply for will be 537.5 m <sup>2</sup> with a height of 2.8 m and need to be heated at +19°C. Please refer to Corrigendum 2 item 8 to the Tender Dossier.
3	Please confirm that the CH <sub>4</sub> and C <sub>3</sub> H <sub>8</sub> detection and alarm shown in Vol. 5 DWG 5.1 ET-IC-1001 are obligatory to be supplied.	It is confirmed, the CH <sub>4</sub> detection and alarm shown in Vol. 5 DWG 5.1 ET-IC-1001 is obligatory to be supplied and installed. For C <sub>3</sub> H <sub>8</sub> O is not compulsory. All shall be in compliance with the requirements specified in Vol.3 sec 5 article 3.5.8.16.
4	Please confirm that the CH <sub>4</sub> detection and alarm shown in Vol. 5 DWG 5.1 ET-IC-1002 is obligatory to be supplied.	It is confirmed, the CH <sub>4</sub> detection and alarm shown in Vol. 5 DWG 5.1 ET-IC-1002 is obligatory to be supplied and installed. All shall be in compliance with the requirements specified in Vol.3 sec 5 article 3.5.8.16.

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5	<p>Please confirm that the hot water pumps that pump hot water from the hot water distribution to the Heating network, shown on Vol. 5 dwg 5.1 ET-PC-3100 and ET-PC-3200 are included in the scope of this contract, and should be on a 1 duty +1 standby configuration.</p>	<p>It is confirmed, the hot water pumps that pump hot water from the hot water distribution to the Heating network, shown on Vol. 5 dwg 5.1 ET-PC-3100 and ET-PC-3200 are included in the scope of this contract, and should be on a 1 duty +1 standby configuration. All shall be in compliance with the requirements specified in Vol.3 sec 2 page 30. Please refer to Corrigendum No 2, item 11 to the Tender Dossier.</p>
6	<p>In Vol. III, Section 2, page 6, 3.2.3 Scope of the Process, on the table position 4, "Gas compressors" there are required 2 units for 2020 and also 2 units for 2030. In Vol. III, Section 2, page 30, 3.2.10 Digester Heating System, under Compressor, it is stipulated that: "each compressor shall be capable of processing 100% of the digester gas produced by each digester. We understand that for Phase I, two compressors are requested on a 1 duty + 1 standby configuration each dimensioned for 100% of the biogas produced on Phase I full load conditions. Please confirm.</p>	<p>As per Vol. III, Section 2, page 30, 3.2.10 Digester Heating System, under Compressor, it is stipulated that: "each compressor shall be capable of processing 100% of the digester gas produced by each digester". Therefore, two compressors are required on a 1 duty + 1 standby configuration each dimensioned for 100% of the biogas produced on Phase I and provisions for possible installation of the same arrangement for Phase II. Please refer to Corrigendum No 2, item 12, to the Tender Dossier.</p>
7	<p>In Vol. III, Section 2, page 7, a belt filter press is described, for dewatering stabilized sludge to 18-25% dry solids output.</p> <p>a) Please confirm that the equipment requested is a gravity belt thickener (as per Vol. III, Section 2, table of page 6), to thicken the excess sludge to minimum 5% dry solids (as per Vol. 4 Section 4.2.1.1).</p> <p>b) Please confirm that the belt thickeners are dimensioned on a 1 duty + 1 standby configuration, each one with a capacity to treat the excess sludge of Phase I, while operating on 16h/d, 7d/week.</p>	<p>a) The equipment requested is a gravity belt thickener (as per Vol. III, Section 2, table of page 7), to thicken the excess sludge to minimum 5% dry solids (as per Vol. 4 Section 4.2.1.1).</p> <p>Please refer to Corrigendum 2, item 5 to the Tender Dossier.</p> <p>b) It is confirmed that the belt thickeners are dimensioned on a 1 duty + 1 standby configuration, each one with a capacity to treat the excess sludge of phase I and phase II, while operating on 16h/d, 5 d/week.</p> <p>Please refer to Corrigendum 2, item 5 to the Tender Dossier.</p>

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8	<p>In Vol. III, Section 2, page 6, 3.2.3 Scope of the Process, on the table position 11, "Mechanical Sludge dewatering" it is specified 2 units for 2020 and also 2 units for 2030, of capacity 15m<sup>3</sup>.</p> <p>a) Please confirm that the capacity requested is 15m<sup>3</sup>/h and is obligatory.</p> <p>b) Please confirm that the centrifuges will operate on a 1 duty + 1 standby configuration and the capacity of 15m<sup>3</sup>/h is the capacity of one centrifuge.</p> <p>c) Please provide the requested operation time (hours per day and days per week).</p>	<p>a) It is confirmed that the capacity requested is minimum 15m<sup>3</sup>/h is therefore obligatory, as stated in the table on page 6.</p> <p>Please refer to Corrigendum 2, item 4 to the Tender Dossier, in which the entire table is replaced by a corrected version.</p> <p>b) It is confirmed that the centrifuges will operate on a 1 duty + 1 standby configuration and the capacity of minimum 15m<sup>3</sup>/h shall be the capacity of one centrifuge for Phase I and Phase II Please be referred to Corrigendum 2, item 6 to the Tender Dossier. Please also be referred to Corrigendum 2, item 7 to the Tender Dossier with respect to polymer preparation and dosing.</p> <p>c) Operating time is 16h/d, 5d/week Please refer to Corrigendum 2, item 6 to the Tender Dossier.</p>
9	<p>In Vol. III, Section 2, page 6, 3.2.3 Scope of the Process, on the table, position 11, "Sludge Stacking Area" it is requested an area of 280m<sup>2</sup>. On Vol. 3 Section 2, page 38, article 3.2.13, a sludge storage area of 350m<sup>2</sup> is requested.</p> <p>a) please clarify the required surface of the storage area.</p> <p>b) In vol. 5 drawing 5.0 two containers and a distribution device for sludge disposal are shown.</p> <p>c) If yes please indicate the required capacity.</p> <p>d) If yes please clarify if a screw conveyor that can move from one container to the other, as shown on vol. 5 drawing 5.0, is required.</p>	<p>a) a minimum of 150 m<sup>2</sup> shall be ensured for storage and manipulation of 8 containers.</p> <p>b) Minimum capacity of the sludge distribution and storage shall be for 8 containers each of 5 m<sup>3</sup> volume.</p> <p>c) as per b) above.</p> <p>d) It is confirmed that a slewing or movable screw conveyor is acceptable.</p> <p>Please refer to Corrigendum 2, item 13, to the Tender Dossier.</p>

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10	<p>In Vol. 4, Section 4.1.2.2, Schedule 3, there is a price line for "supernatant storage and pumping station". Also in Vol. 5 Drawing 5.0, position 25 supernatant pumping station is shown as within the "tender area".</p> <p>a) Please confirm that the supernatant pumping station is within the scope of this tender.</p> <p>b) If yes please confirm it should be design for the supernatants of this tender plus the 340m<sup>3</sup>/d supernatant flow of the primary sludge thickener which is out of the scope of this tender.</p>	<p>a) It is confirmed that the supernatant pumping station is in the scope of this tender, as per Vol 3 Sec 2.</p> <p>b) the incoming supernatant flow from the primary sludge thickener (which is out of the scope of this tender) shall be considered with 34 m<sup>3</sup>/d.</p> <p>For points a) and b) please refer to Corrigendum 2, item 2, to the Tender Dossier.</p>
11	<p>Please confirm that the digester feed pumps should operate on a 1 duty + 1 standby configuration.</p>	<p>It is confirmed that the digester feed pumps should operate on a 1 duty + 1 standby configuration.</p> <p>Please see Corrigendum 2, item 15, point 3.4 to the Tender Dossier.</p>
12	<p>On Tender Documents, Vol. 4, table of chapter 4.2.3 for Operational Cost Guarantee for Chemicals and Sludge Disposal the annual sludge amount is requested in t/y. Please confirm that it is the tonnes of wet sludge produced including chemicals (tWS/y), and not the tonnes of dry solids of the sludge (tDS/y).</p>	<p>It is confirmed that it is the tonnes of wet sludge produced including chemicals (tWS/y) shall be considered for the operation costs in Vol. 4, table of chapter 4.2.3 - Operational Cost Guarantee.</p> <p>Please refer to Corrigendum 2, item 16 to the Tender Dossier.</p>

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13	<p>Regarding the calculation of the penalties for actual consumption higher than the guaranteed consumption, and more specifically the phrase "<i>the Contractor shall have to pay a penalty to the Final Beneficiary for the difference between the measured and guaranteed operational costs, multiplied by 14 (capitalisation factor for 20 year operational costs)</i>" Vol. 2, Section 3, article 61.12 and, Vol. 4, 4.2.5.</p> <p>a) We understand that the "measured operational costs" is the result of the <u>measured consumption or production</u>, multiplied by the <u>unit prices for chemicals, electricity and sludge disposal</u> given in Vol.4, 4.2.2 and 4.2.3, used also for the evaluation of tenders. Please confirm.</p> <p>b) We understand that such penalty shall be the sole and exclusive remedy in the case defined in Vol. 2, Section 3, article 61.12. Please confirm.</p>	<p>a) As per Vol.4, part 4.2.2 and 4.2.3, the measured operational costs is the result of the measured <u>consumption only</u>, multiplied by the unit prices for chemicals, electricity and sludge disposal, which shall be used for the evaluation of the tenders.</p> <p>b) This is confirmed.</p>
14	<p>Regarding the Tests after Completion, described in Vol. 2, Section 3, article 61.9, we understand that the Contracting Authority shall provide all electricity, equipment, fuel, instruments, labour, materials and suitably qualified and experienced staff, as are necessary to carry out the Tests after Completion and that such tests shall be carried out by the Contracting Authority. Please confirm.</p>	<p>In Vol. 2, Section 3, article 61.9, last paragraph, is clearly stated: "The Contractor <u>will carry all expenses related to sampling and analysis</u> assuming the process performance guarantee, but is not responsible for the payment of the running costs of the system." As this Article 61 is covering the Defect Liability period, the Contracting Authority will be covering the plant running costs <u>outside</u> of the due tests after Provisional Acceptance Certificate is issued, and therefore also the costs on tests related to the performance guarantee are to be covered by the Contractor. The Contractor under the contract shall provide all works and services as specifically asked for in Vol.3 sec 1 parts 3.1.11 and 3.1.12.</p>



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15	<p>Acc. to Volume 3 Section 5- Requirements for Electrical Works Chapter 3.5.6</p> <p>Which PLC System you use in the water line (Manufacturer, Type of CPU)? We plan to use the same system to reach the best compatibility between the water and the sludge line.</p>	<p>As the PLC system for the water line is not defined at this stage, the candidates for the sludge line shall propose their system for the sludge line.</p>
16	<p>In same Volume, Chapter 3.5.7 (SCADA)</p> <p>Is it scope of work to integrate the sludge line to the existing SCADA system or will it be done by the installer of the water line? If it is scope of work please explain the software of the existing system.</p>	<p>As the PLC system for the water line is not defined at this stage, the candidates for the sludge line shall propose their installer related costs in their tender.</p>
17	<p>Acc. To Volume 3 Section 1 Chapter 3.1.5.3.3 Power Supply</p> <p>Can you send us a single line diagram of the existing power supply? As far as we have understood, you'll erect a new transformer (not scope of work) and the exchange node is the exit of the secondary winding of the transformer. Please confirm.</p>	<p>It is confirmed, Volume 3 Section 1 Chapter 3.1.5.3.3 clearly requires the sludge line components to be proposed with installation from the secondary winding of the transformer.</p>
18	<p>Acc. to Volume 3 Section 2 – Process and Design requirements Chapter 3.2.3, the gas flare stack shall a capacity of 190 m<sup>3</sup>/h, but on drawing 5.3 the flow is 128 m<sup>3</sup>/h. Please confirm which capacity the flare stack shall have.</p>	<p>The value stated in Volume 3 Section 2 is confirmed.</p>
19	<p>Acc. to Volume 3 Section 2 – Process and Design requirements Chapter 3.2.3, the sludge buffer tank shall have a capacity of 290 m<sup>3</sup>, but on drawing 5.3 the capacity is shown with 400 m<sup>3</sup>. Please confirm which capacity is correct.</p>	<p>The value stated in Volume 3 Section 2 is confirmed.</p>



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No	Question	Answer
20	<p>Volume 3 Section 1 - General Requirements Chapter 3.1.13.1.1 the Contractor shall deliver and furnish the laboratory room in the building which shall be constructed by the water line Contractor with sufficient equipment.</p> <p>Can you please send us the drawing of the future administration building or the measurements of the room in order to prepare the quotation for the furniture?</p>	<p>The space provides for the accommodation of the laboratory equipment as specified in Vol 3 sec 1 part 3.1.13.1.6.</p>
21	<p>In Volume3 Chapter 3.1.13.1.2 it is written that the Contractor shall submit a detailed inventory listing for the complete laboratory equipment. As far as we have understood, we shall only quote for laboratory equipment for a small site laboratory (acc. Chapter 3.1.13.1.6) and the water line contractor will supply the laboratory equipment (acc. to Chapter 3.1.13.1.1). Please confirm.</p>	<p>The Contractor shall submit a detailed inventory listing for the complete laboratory equipment as required for in vol 3 sec 1 part 3.1.13.1.2. and shall only quote for laboratory equipment for a small site laboratory as specified in Vol 3 sec 1part 3.1.13.1.6.</p>
22	<p>Regarding Volume 3, Section 2, 3.2.2 Design Parameters (Page 5):</p> <p>The indicated "First Phase values" for the Primary sludge production are for 120,000 PE First development phase.</p> <p>What values should be considered for the design of the second phase?</p>	<p>Due to introduction of tertiary treatment stage the primary sludge amounts and characteristics are not changed and shall be considered in the design as given in Vol2 sec 2 part 3.2.2. The secondary sludge amounts and characteristics are as per the table for phase 1 and phase 2.</p> <p>Please refer to the second phase information provided in Corrigendum 2 item 2.</p>
23	<p>Regarding Volume 3, Section 2, 3.2.3 Scope of the Process (Page 6):</p> <p>The equipment provided shall include 280 m2 Sludge Stacking Area, however 350 m2 is indicated on page 38 (3.2.13 Sludge Storage Area).</p> <p>Please specify the correct value.</p>	<p>Please refer to item 9 of the present Clarifications No 2.</p>
24	<p>Regarding Volume 3, Section 1, 3.1.2.9 Contract limits (Page 14):</p> <p>The incoming primary sludge is from the gravity thickener.</p> <p>Is the primary thickened sludge pumping station included in our scope?</p>	<p>Yes, the primary thickened sludge (transfer) pumping station must be included in the scope of works</p> <p>Please refer to Corrigendum No 2 – item 14 point 2.2.</p>

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25	<p>Regarding Volume 5, General Layout: A sludge storage area was drawn. However it's not drawn in the last drawing (General Layout - Tender drawings N° 2). If it's necessary, can we design the facilities out the limits originally planned and entry in the "area in process of acquisition"?</p>	<p>No it is not allowed. The "area in process of acquisition" cannot be used. Please refer to Volume 3 Section 1, par 3.1.1.2, which indicates that <i>"The sludge treatment facilities shall be planned at the indicated area..."</i></p>
26	<p>Regarding Volume 3, Section 1, 3.1.5.3.3 Power Supply (Page 35): <i>At the WWTP a transformer is available and the overall power supply and capacity is not adequate for the future CWWTP sludge line. Delivery, installation and commissioning of the new transformers, including connections to the public network and the site network are not included in the Contractors scope of works. Connection on a new transformer station of the WWTP, for the Sludge Line shall be installed by the Contractor.</i> Please confirm the correctness of this sentence, We must not design or provide any transformer, only the power line installation on low voltage from the transformer station.</p>	<p>Please refer to item 17 above in the present Clarifications 2.</p>
27	<p>Volume 3, Section 2 - In reference to item 3.2.10 According to tender documentation chapter 3.2.10 we need to provide dual fuel boiler plant and cogeneration, fueled by Bio Gas and Natural Gas as alternative fuel. It's also explained that plant will be supplied by Liquid Natural Gas which makes confusion. Local natural gas distribution network working under 4 bar pressure and it is not liquid under this condition. To make it liquid we need to pressurize it at 200 bar. It looks like the request is not Natural gas but LPG (Propan-Butan) as alternative fuel which is liquid at 16.3 bar. Please clarify what combination of fuel boilers and cogeneration supposed to be designed to. 1. Bio gas and Natural gas or 2. Bio gas and LPG (Propan-Butan)</p>	<p>Bio gas and LPG (Propane-Butane) shall be considered.  Please refer to Corrigendum No 2, item 9, to the present Tender Dossier.</p>



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No	Question	Answer
28	<p>Volume 2, Section II, General Conditions of Contract</p> <p>In reference to item 21.4 Exceptional risks We assume that the provision stated under Sub-Clause 21.4 of the General Conditions of Contract is not applicable in case of exceptional weather conditions. Please confirm.</p>	<p>As per article 21.4, the Weather conditions shall not entitle the Contractor to claims under Article 55, Claims for additional payment.</p>
29	<p>Volume 2, Section II, General Conditions of Contract</p> <p>In reference to item 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, when the Contractor fails to discharge any of his obligations under the contract.</p>
30	<p>Volume 2, Section II, General Conditions of Contract</p> <p>In reference to item 63.2 &amp; 63.3 Breach of contract 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>
31	<p>Volume 2, Section III, Special Conditions of Contract</p> <p>In reference to item 3 Priority of documents In reference to the Contract form "Addenda 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>This is confirmed.</p>

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32	<p>Volume 2, Section III, Special Conditions of Contract</p> <p>In reference to item 12.a.1 &amp; 12.a.3 Design and Build Contracts</p> <p>According to Sub-Clause 12.a.1 "the Contractor shall carry out and assume responsibility for the design of the works with the help of experienced designers satisfying the criteria laid down by the Contracting Authority."</p> <p>Could you please define this criteria for designer stated in this Sub-Clause?</p> <p>According to Sub-Clause 12. a.3 if the Supervisor does not observe the time period stated under this Sub-Clause we assume that documents deemed to be approved. Please confirm.</p>	<p>Please refer to Volume 3 Section 1 Paragraphs 3.1.5.2, 3.1.5.3 and 3.1.9, where such criteria have been defined</p> <p>With respect to time period stated under 12.a.3, your statement is confirmed.</p>
33	<p>Volume 2, Section III, Special Conditions of Contract</p> <p>In reference to item 17.1 Programme of implementation of tasks</p> <p>If Supervisor does not make his comments concerning the programme and schedule within 30 days we assume that programme and schedules are correct and that program deemed to be approved. Please confirm.</p>	<p>Confirmed.</p>
34	<p>Volume 2, Section III, Special Conditions of Contract</p> <p>In reference to item 19.1 Contractor's drawings</p> <p>What kind of official permits shall the Contractor submit? Please clarify.</p>	<p>Please be referred to Volume 3 Section 1 Paragraph 3.1.6.1</p>

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35	<p>Volume 2, Section III, Special Conditions of Contract Liability According to the General and the Special Conditions of Contract the liability is not limited. We suggest that a limitation of liability as foreseen e.g. in FIDIC Yellow Book, Sub-Clause 17.6 (exclusion of liability for loss of profit, loss of any contract or for any indirect or consequential loss or damage and total liability not exceeding the accepted contract amount) would be fair for all parties. Could you please confirm that the total liability will not exceed the accepted contract amount.</p>	<p>The Conditions of Contract as provided in the Tender Dossier remain unchanged. They specify the nature of the penalties and how they are determined, including their maximum values. Furthermore, please be informed that FIDIC Conditions of Contract are not applicable to this contract.</p>
36	<p>As per afore informations published on European Commission Portal, Company that has won project and signed the contract for project EuropeAid/128697/C/WKS/RS in their contract scope of supply is DESIGNING of the part of WTP plant that is subject of ongoing tender for WTP Vrbas-Kula Sludge Line Ref.No EuropeAid/131897/L/WKS/RS 1. Therefore for us it is not clear in first line WHY subject of the PROCUREMENT is designing when it was already procured last year in the project Ref.No.EuropeAid/128697/C/WKS/RS and already paid to the Company that has got the contract? 2. Is it going be allowed participation to the Company that has signed the Contract for the project EuropeAid/128697/C/WKS/RS, taking in consideration Article 2.3.6 of PRAG on unfair competition and conflict of interest, especially since afore Company do not need to calculate in the BID cost of designing, as it is already paid to them, which will directly put all other Bidders in unfair position?</p>	<p>1. Following tender procedure EuropeAid/128697/C/WKS/RS a design and build contract has been awarded for the water line of the Waste Water Treatment Plant for Vrbas-Kula. The present tender is for a design and build contract for the sludge line of the above Waste Water Treatment Plant, where the candidates have to propose their design solutions and technology based on equipment of their choice in line with the Technical Requirements specified in Volume 3. 2. The technical requirements for the present tender are based on the concept embedded in the existing Building Permit and the related Preliminary Design. The same building permit and preliminary design were the basis for the tender EuropeAid/128697/C/WKS/RS as well. The Preliminary Design (Idejni Projekat) of the existing Building Permit is available to all candidates equally.</p>