



Belgrade, 19.02.2014

CONTRACTING AUTHORITY'S CLARIFICATIONS No. 5

Construction of the Regional Waste Management Centre for Subotica District, Serbia

Publication reference: EuropeAid/133971/C/WKS/RS

No	Question	Answer
1	In Volume 3 ER, Section 2, Particular Design & Process Requirements, pg. 41 there is description of Hangar for baled waste, secondary raw materials and hazardous waste and Covered Area for storage of separated waste located. We found mentioned Hangar for baled waste on layout drawing under number 11. Can you please explain where the covered area for storage of separated waste is located? Can you please, indicate where exactly this covered area should be located, since its location must not jeopardize planned route of the vehicles inside of the landfill complex.	Please consider the requirement of a Covered Area for storage of separated waste not applicable. Please further refer to the corrigendum no. 3 to the Tender Dossier.
2	Please provide us with planned route of the vehicles from entrance to the exit.	Please note that the contract will follow the "Yellow" FIDIC type of contract. Therefore, the Contractor is expected to define the route of the vehicles from entrance to the exit.
3	Please clarify if the guard house, weight bridge house and deck in lodge can be placed in same facility, following all stated requests?	The guard house, weight bridge house and deck in lodge can be placed in same facility, following all stated requests.
4	Please provide us with Environmental Impact Study since it is requested that we must comply with all conditions set out there in.	Relevant decision and chapters of the EIA are provided in the annexes no. 1 and no. 2 to these Contracting Authority's Clarifications no. 5.
5	<p>In Volume 3 ER, Section 1 General Provisions, 1.10.2.1 Building Permit pg. 38 it is written:</p> <p>"The Contractor is responsible to provide a design which includes all documents and drawings required in accordance with the Planning and Construction Act for the purpose of obtaining/modification of Building Permit. He shall submit the documents to the Engineer. The Beneficiary is responsible for the application for the Building permit if the proposed technical solution needs new or modified Building Permit compared to the existing and available one."</p> <p>Please provide us with existing and available</p>	<p>Please note for this project the End Beneficiary obtained only the Location permit which expired in September 2013 but which is being renewed and will be obtained before commencement date. Please see the answer to question no. 96 in the Contracting Authority's Clarifications no. 4</p> <p>Location permit was obtained based on the layout provided within the Plan on Detailed Regulation. Existing preliminary design is prepared based on the conditions requested by the existing Location Permit. The Contractor will be expected to prepare the Main Design based on the conditions requested by the (new) Location Permit. This Main Design shall be the base for Building Permit issuing. If the Contractor will change deployment / dimensions</p>

CONTRACTING AUTHORITY'S CLARIFICATIONS No. 5

No	Question	Answer
	<p>Building Permit. According to underlined text there is existing Building Permit that shall be modified only in case if Tenderer proposes different technical solution. According to Serbian Law on Planning and Construction, Building Permit cannot be issued without Conceptual or Main Design. Please explain if there is existing Main Design for Regional Landfill for Subotica?</p> <p>This Tender is based on Design&Build FIDIC Contract conditions. Please explain what options for development of the design Tenderer have in case that there is an existing Building Permit granted on basis of already developed Conceptual/Main Design and defined technical solution.</p>	<p>of the facilities, the (new) Location permit will need to be modified, meaning that a new location permit will have to be obtained again. In this context, the related paragraph in Volume III, Employer's Requirements, Section 1 General provisions, 1.10.2.1 Building Permit, should be read as:</p> <p><i>"The Contractor is responsible to provide a design which includes all documents and drawings required in accordance with the Planning and Construction Act or for the purpose of obtaining the Building Permit. He shall submit the documents to the Engineer. The End Beneficiary is responsible for the application for the Building Permit. If the proposed technical solution needs new / modified Location Permit compared to the existing and available one, the Contractor shall assist the End Beneficiary by providing additional details or by giving any clarifications if so required in the application procedure."</i></p>
6	<p>In Volume 3 ER, Section 1 General Provisions, 1.10.3 Site Conditions and Further Investigations it is stated that "Available specific site conditions such as site boundary, topography, geotechnical conditions are part of preliminary design and available at the RWMC". In Instruction to Tenderers we were only granted the right to ask questions over e mail. There was no option of getting access to mentioned documentation. Please provide us with listed documentation marked as available.</p>	<p>The drawings given in Volume V are sufficient for the preparation of the offers. Please note that the contract, and consequently the related part of the Tender Dossier follow the "Yellow" FIDIC Book.</p> <p>Specific site conditions such as site boundary, topography, geotechnical conditions, etc., as part of already developed preliminary design will be provided to the awarded tenderer.</p>
7	<p>In Volume 3 ER, Section 1 General Provisions, 1.2.2 Scope of Work, pg. 6. Tenderer is obliged to be compliant with process guarantees and with guaranteed OPEX costs. Where exactly are defined requested process guarantees and in which tender Form we should state OPEX costs?</p>	<p>Requested process guarantees (requirements) are defined in Volume III, Section 2 Particular Design & Process Requirements. OPEX costs shall be stated in Volume IV, as new Item 4.2. Please see also the answer to question no. 121 of the Contracting Authority's Clarifications no. 4</p>
8	<p>In Volume 3 ER, Section 2, Particular Design & Process Requirements, pg. 35 Data Sheet for Telehandler Forklift. Please explain what is meant by minimum/maximum length of forks? Length of forks for one set is fixed, so it is not clear what we should offer. Do we have to offer 2 sets of forks? If yes, what is the required minimum/maximum length of forks?</p>	<p>As the length of bales is requested to be adjustable, the distance between the forks should be adjustable as well. This distance should be applicable and adjustable for transport of other products/goods as foreseen by the Contractor. Minimum/maximum length of forks shall be read as minimum/maximum distance between the forks.</p>
9	<p>Please reconsider deletion of sub clause 13.7 Adjustment for Changes in Legislation, of the Contract. Having in mind that Serbia is in the</p>	

14

CONTRACTING AUTHORITY'S CLARIFICATIONS No. 5

No	Question	Answer
	<p>process of negotiations for joining ED, legislative in all fields is constantly changing. Legislative in regard to environmental protection, waste management and other related fields can and probably will be changed in near future. By deleting this sub clause Contractors is put in unfair position to be obliged to compile with all applicable laws at the time of implementation of the Project but without the possibility to get any extension of time and/or reimbursement of Costs caused by changes in Legislation.</p> <p>For example, at the time of tendering we are allowed to use Compactor with engine with emission standard class 3. There is realistic chance that at the time of delivering of the equipment to the Beneficiary law will impose usage of higher class of engine with emission standard class 4 (or higher). By deleting this sub clause Contractor is forced to bare costs that in no way can be under his control and are not possible to be predicted by the most experienced Contractor.</p>	<p>Please refer to Sub-clause 13.7 of the Particular Conditions of Contract (Volume II, Section 3), which states "<i>Delete Sub-clause 13.7</i>".</p>
10	<p>Please explain if the sub clause 4.7 of the PCC replaces sub clause 4.7 of the Design&Build Conditions of Contract or it is added?</p>	<p>Please note that the conditions provided in the Particular Conditions of Contract amplify and supplement, if necessary, the General Conditions of contract. In case of discrepancies and ambiguities between the clauses in the General Conditions and the corresponding clauses in the Particular Conditions, the Particular Conditions shall prevail.</p>
11	<p>Please explain what are the obligations of the Contracting Authority/Beneficiary prior to the granting access to the site to the Contractor? By the Serbian Law official setting out (marking of the cadastre plot, marking of lines and levels of reference etc.) should be done by the Investor prior to the start of the works (clause 149 of the Serbian Law on Planning and Construction).</p>	<p>Please refer to sub clause 4.7 of the Particular Conditions to Contract (Volume II, Section 3) and see the answer to the question n.10 above. The Contractor is solely responsible for the accurate setting out of the Works.</p>
12	<p>In Volume 3 ER, Section 1 General Provisions, 1.2.2 Scope of Work, pg. 5, quote:</p> <p>"Contractor shall be responsible for all necessary documents and designs This includes redesigning of the existing documentation (Environmental Impact Assessment, Preliminary design and others) if the designed technology includes technical solution which basically differ from the technology proposed in the conceptual design and described in existing EIA. "</p>	<p>Please see the answers to questions no. 68, 77 and 123 of the Contracting Authority's Clarifications no. 4.</p> <p>Concerning the EIA, please see the answer to question no. 4 above.</p> <p>Concerning the Preliminary designs, please see the answer to question no.6 above and the answer to question no. 31 of the Contracting Authority's Clarifications no. 4.</p>

CONTRACTING AUTHORITY'S CLARIFICATIONS No. 5

No	Question	Answer
	<p>Please explain who shall bear the costs in case there is a need to redesign existing documentation (new EIA, new Preliminary Design, new Location permit etc...). Please provide us with existing documentation (EIA, preliminary design and others as mentioned in Scope of Work).</p>	<p>Concerning the new Location permit, please see the answer to question no. 5 above and the answer to question no. 96 of the Contracting Authority's Clarifications no. 4.</p>
13	<p>In Volume 3 ER, Section 1 General Provisions, 1.6.4.3 Offices for the Engineer, pg. 19, quote: "All the equipment, after the completion of the works, shall be property of the Beneficiary."</p> <p>Please, clearly state exactly to which equipment this request refers to.</p>	<p>The request is related to all mobile and non-mobile equipment, requested in Volume III Employer's Requirements, Section 1, General Provisions, 1.6.4.3 Offices for the Engineer, pg. 19. These and any other equipment provided by the Contractor to the Engineer as part of the Engineer's office equipping in good working order, for the duration of the Contract, shall be property of the End Beneficiary after the completion of the works.</p>
14	<p>In Volume 3 ER, Section 1 General Provisions, 1.6.5.1 General Utilities, pg. 20, second paragraph, quote: "The Contractor shall provide and maintain wherever required adequate supplies of electricity at a suitable voltage and compressed air for all operation to be undertaken to complete the Contract. The Contractor shall also make these services available to subcontractors and, when instructed by the Engineer, to other contractors and employees of the Engineer."</p> <p>Please clarify which other contractors of the Engineer successful Tenderer can expect on the site during Project execution? Please clarify who shall be responsible for costs of the electricity supply incurred by other contractors and employees of the Engineer?</p> <p>To be able to take responsibility for costs Tenderer needs to know estimated number of other contractors and employees of the Engineer, nature of their works and estimated time of their presence at the site. Please provide us with this information.</p>	<p>As it is stated in the Volume II, Section 3 Particular Condition of Contract, under 4.19, the Contractor is obliged to bear the costs of the electricity, water and gas supply. It is related to all quantities consumed within the project site, no matter who will incur the costs.</p> <p>Other contractors are defined in Volume II, Section 3 Particular Condition of Contract, under 4.8. One of the "other Contractors" can be, for example, the Power Supply Company, which will perform connection of the transformer to the grid as it is explained in the answer to question no. 45 of the Contracting Authority's Clarifications no. 4.</p> <p>The tenderer should estimate the number of other contractors, the nature of their works and estimated time of their presence at the site based on their experience in similar Works.</p>
15	<p>In Volume 3 ER, Section 1 General Provisions, 1.6.5.1 General Utilities, pg. 21, second paragraph, quote: "The Contractor shall execute the works in such a manner, that he does not damage or interfere with existing services on the site."</p> <p>At the site visit we were informed that there are no existing utility lines on the cadastre plot for RWMC. Please clarify on which existing</p>	<p>As it is stated in the Plan of general regulation and according to the data of the Republic Geodetic Authority there are no existing services on the site. However, in case during excavation works existing service line will be discovered, the Contractor will be responsible to execute the works in such a manner that he will not damage or interfere with such services.</p>

8

CONTRACTING AUTHORITY'S CLARIFICATIONS No. 5

No	Question	Answer
	services quote refers to, and provide us with drawings of existing service lines.	
16	<p>In Volume 3 ER, Section 1 General Provisions, 1.10.2.2 Using Permit, pg. 39, last paragraph, and quote: "The Contractor shall reimburse the travelling expenses and per diem allowance for all members of the final inspection committee in an amount prescribed by special regulations.</p> <p>Please provide us with estimated number of members of the inspection committee, estimation of time needed for their final inspection and special regulations where per diem allowances are defined. Please confirm that all members of the inspection committee shall be located in Serbia, thus travelling expenses can be assumed to be within of the Serbian state boundaries.</p>	<p>Please refer to the Law on planning and construction, article 155 and 156. The number of members of the inspection/technical committee, time needed for their final inspection and per diem allowances are not defined with this Law or any other national legislation. Technical committee shall perform its inspection according to the Rulebook on the content and method of performing technical inspection of facilities and on the issuance of the using permit ("Official Gazette of RS" No. 93/2011). The composition (profile and number of experts) of the inspection committee shall be determined depending on the type of facility, for which the inspection is to be carried out. Technical inspection will be performed by persons who fully meet the requirements for "chief engineer" and "responsible contractor", as prescribed (defined) in the Law on planning and construction for this type of facility.</p> <p>Travelling expenses can be assumed to be within Serbian state boundaries because all members of the inspection committee shall be located in Serbia (they have to possess national licenses as it is stated in article 156 of the above mentioned Law).</p>
17	<p>Volume 3 ER, Section 1 General Provisions, 1.10.2.3 Other Permits, pg. 39.</p> <p>Please provide us with affiliated documentation to the Location permit i.e. conditions imposed by the utility companies and public authorities. Please, define sufficient time for Engineer and the Beneficiary to process the request for a permit.</p> <p>Please reconsider definition of maximum acceptable noise levels.</p>	<p>The Technical Conditions of the Power Distribution Company "Elektro Distribucija Subotica" were provided as Annex 1 to the Contracting Authority's Clarifications no. 4 and the existing Location Permit was provided as attachment to the Tender Dossier. Other permits/conditions will be provided to the Contractor.</p> <p>The maximum acceptable noise levels shall be as it is requested by national legislation, "Decree on noise indicators, thresholds, methods for marking noise indicators, harassment and the harmful effects of environmental noise" ("Off. Gazette of the RS", no. 75/2010).</p> <p>Please refer to the forthcoming corrigendum no. 3 to the Tender Dossier.</p>
18	Volume 3 ER, Section 1 General Provisions, 1.10.4 Design Documentation Requirements, pg. 42. Since Contractor should bear	Please refer to the answer to question no. 31 of the Contracting Authority's Clarifications no. 4.

CONTRACTING AUTHORITY'S CLARIFICATIONS No. 5

No	Question	Answer
	responsibility for the design and possible costs if the technical solution differs from the one defined in available Preliminary Design and Revision Committee report, please be so kind to provide us with those documents marked as available. We feel that it would be in the best interest of the Contracting Authority as well as the Contractor to avoid any additional costs that are not necessary and to have technical solution that would 'fit in' the existing available documentation.	
19	<p>Volume 3 ER, Section 1 General Provisions, 1.10.7 Principal Design Requirements, pg. 42, quote: "The design of the facilities shall be in accordance with best available European practice and applicable local design standards, and shall be such as to facilitate construction, operation, inspection and maintenance of all process and equipment."</p> <p>Sub title 1.10.8 Design Life, pg. 43, quote: "The design of the facilities shall be in accordance with best practice and applicable Serbian design standards, and shall be such as to facilitate construction, operation, inspection and maintenance of all process and equipment."</p> <p>Best European practice imposes usage of higher standards thus more expensive equipment. Please, clearly state which standards shall be used for design, Serbian or European?</p>	Please refer to the answer to question no. 125 of the Contracting Authority's Clarifications no. 4.
20	<p>Volume 3 ER, Section 1 General Provisions, 1.10.8 Design Life, pg. 43 quote: "Mechanical and Electrical Equipment shall be suitable for 24 hour per day continuous operation..."</p> <p>This request from technical point of view is not possible to fulfil. Please reconsider.</p>	Please read the related paragraph in Volume III Employer's Requirements, Section 1 General Provisions, 1.10.8 Design Life, pg. 43, as: <i>"Mechanical and Electrical Equipment shall be suitable for 24 hour per day continuous operation and/or under discontinuous operation under all local climatic conditions and be designed such that complete replacement shall not be required until at least 15 years after the Final Acceptance Certificate is issued"</i> .
21	Volume 3 ER, Section 1 General Provisions, 1.10.8 Design Life, pg. 44 defined requested design life for all facilities. Please state exactly to which machine units, machines, fittings design life of 20 years refers to.	It is related to all mobile and non-mobile mechanical equipment, mechanization, machine units, fittings which are installed, constructed, or supplied within the Work contract.
22	Volume 3 ER, Section 1 General Provisions, 1.10.13, pg. 48. It is not possible to achieve noise level of max 55dB(A) at all site boundaries while all installed equipment is being operated. It is not possible to achieve	Please see the answer to question no. 17 above.

13

CONTRACTING AUTHORITY'S CLARIFICATIONS No. 5

No	Question	Answer
	noise level of max 75dB(A) at distance of 1.0 m from each sound producing item of mechanical or electrical plant or equipment.	
23	Volume 3 ER, Section 1 General Provisions, 1.15.3 Operating Conditions, pg. 77. It is not possible to ensure 24 hours per day continuous operation. Please reconsider this requirement taking into consideration realistic and used solutions in other countries.	Please see the answer to question no. 20 above.
24	<p>Volume 3 ER, Section 2, Particular Design & Process Requirements, 2.6.1 Training programme, pg. 10, quote; "After one-week theoretical training in Serbia, employees/workers should visit the Contractor's existing plant..."</p> <p>Contractors are civil engineering construction companies usually not owners of the existing landfills. How can construction company, that is in no legal or whatsoever connection to the owner, guarantee that the owner of the existing landfill will allow training of foreign people? Please reconsider this request.</p>	<p>The related paragraph in Volume III Employer's Requirements, Section 2, Particular Design & Process Requirements, 2.6.1 Training programme, pg. 101, shall be read as:</p> <p><i>"After one-week theoretical training in Serbia, employees/workers should visit a similar existing plant in one of the European Countries, proposed by the Contractor and approved by the Beneficiary, where a two-week practical training will be held in the waste processing plant."</i></p>
25	Volume 3, Employer's Requirements, Section 2 - Particular Design & Process Requirements, 2.3.15. Leachate pre-treatment facility: Would you be so kind to provide us more specified requirement regarding reverse osmosis: input data on water purity (biological and chemical), required flow etc...	According to Yellow FIDIC Book the Contractor is responsible for preparing the design and for doing all the calculations on material and energy balance for all units, including reverse osmosis plant, based on provided data on the waste quantity and composition and on the rainfalls. The Contractor shall calculate the volume of the leachate which has to be stored in the leachate pools, the volume of the leachate which has to be recirculated as well as the volume of the leachate which has to be treated in reverse osmosis plant. Based on his own designs and calculation, the Contractor shall guarantee the landfill processes and units' quality and capacity, including leachate treatment process and plant quality and capacity.
26	Volume 3, Employer's Requirements, Section 2 - Particular Design & Process Requirements, 2.6.1. Training Programme: Requirement of two-week practical training on Contractor's plant isn't realistic, because Contractors aren't owners of any plant... Our opinion is that Training programme defined in the same Volume, Section 1, 1.14.5 and 1.13.1. of three months of test and training programme is sufficient for good competence of staff.	Please see the answer to question no. 24 above.

23

CONTRACTING AUTHORITY'S CLARIFICATIONS No. 5

No	Question	Answer
27	Volume 4, Schedules Breakdown of Prices, Schedule 1 - General Items: Item 1.6. and Item 1.16. Both items include BMP- SSIP and monitoring during construction period. Please provide explanation.	Please see the answer to question no. 43 of the Contracting Authority's Clarifications no. 4.
28	Volume 4, Schedules Breakdown of Prices, Schedule 1 - General Items: There is no item which covers costs for Contractor's management of the Project. Should costs for management be calculated in item 1.17?	This is correct. Costs for management as well as all other general items shall be entered by the tenderers under item 1.17 of Volume IV Schedule 1.
29	<p>Volume 4, Schedules Breakdown of Prices, Schedule 19 - Composting, Item 19.1: Composting Plant, including shredder, windrow turning machine, front end loader, mechanical shovel, rotary sieve...</p> <p>In Volume 3 - Employer's Requirements, Section 2 - Particular Design & Process Requirements, mechanical shovel isn't required. If mechanical shovel is really necessary, please provide requirements for it.</p>	<p>Mechanical shovel is not required In Volume III - Employer's Requirements, Section 2 - Particular Design & Process Requirements, under 2.3.7 because the same one, supplied for the landfill operations, shall be used in the compost plant, if needed, as explained in Volume III - Employer's Requirements, Section 2 - Particular Design & Process Requirements, under 2.3.10, page 63. Therefore, mechanical shovel requested in Volume IV, Schedule 19.1 shall not be offered.</p>
30	<p>Volume 4, Schedules Breakdown of Prices, Schedule 16 - MRP, Item 16.1: Mechanical Separation Plant, including ... 1000kg scales...</p> <p>In Volume 3 - Employer's Requirements, Section 2 - Particular Design & Process Requirements, scales aren't required. Please, provide explanation.</p>	<p>In Volume III - Employer's Requirements, Section 2 - Particular Design & Process Requirements, 2.3.11 Auxiliary equipment for general processing plant and landfill use the following is requested:</p> <p><i>Weighing scales</i></p> <p>One set of industrial scales, platform type, and minimum capacity 1,000 Kg, sensitivity 200 g, with digital display, made of steel, installed in the storage hall.</p>
31	Volume 3 - Employer's Requirements, Section 2 - Particular Design & Process Requirements, 2.3.6 MRF, Overhead crane: An overhead bridge crane is required. Is acceptable change of bridge crane with one or two cranes different type with telescopic arm and required loading capacity?	Please refer to the Corrigendum no. 2 to the Tender Dossier.
32	Which type of transformer is required: dry (Volume 3 - Employer's Requirements / Section 5 - Electrical and SCADA works, paragraph 5.1.3) or oil (Volume 3 - Employer's Requirements / Section 5 - Electrical and SCADA works, paragraph 5.1.3.1)?	<p>The Contractor shall decide which type shall install, dry or oil. Both types of the transformer are acceptable.</p> <p>Please refer to the forthcoming corrigendum no. 3 to the Tender Dossier.</p>
33	In Volume 3 - Employer's Requirements / Section 5 - Electrical and SCADA works, in paragraph 5.1.15 is written that form 3b barriers	Form 3b barriers shall be adhered to for all types of boards, as it is requested in paragraph 5.1.15. in Volume III - Employer's Requirements /

3

CONTRACTING AUTHORITY'S CLARIFICATIONS No. 5

No	Question	Answer
	shall be adhered to all types of boards. Is your opinion that form 3b is really necessary for this plant, or form 2 could be accepted also?	Section 5 - Electrical and SCADA works.
34	In Volume 3 - Employer's Requirements / Section 5 - Electrical and SCADA works, in paragraph 5.1.43 is written that all cables shall be with stranded copper conductors. Our opinion is that no technical reason to use aluminum conductors, also. Is this change acceptable?	The tenderers are advised to adhere to the technical specifications of cables requested in paragraphs 5.1.43.1, 5.1.43.2 and 5.1.43.3 in Volume III - Employer's Requirements / Section 5 - Electrical and SCADA works.
35	We ask to clarify which item of the ER vol 3 corresponds with the roofed structure (450 m2) in the composting plant	Please see the answer to question no. 200 of the Contracting Authority's Clarifications no. 4. Roof structure is not described in the Tender Dossier. This facility is closed on three sides and opened on the front side.
36	We ask to clarify if an air treatment of the MRF plant is required	Ventilation of the waste separation and baling facility of the Separation cabin is requested in Volume III - Employer's Requirements, Section 2 - Particular Design & Process Requirements, 2.3.6 MRF, page 39/40.
37	We ask to clarify if the expected duration of composting first stage is 2 months (point 2.3.7.1 of ER Vol 3 sect. 2, page 43) or three to five week, as indicated in point 2.3.7.4 of the same document, page 45	Data on the composting time period are general data, and this time period depends on the applied technology, season (spring, summer, etc.), weather conditions, etc. Generally it is 2 months, but it can be shorter, depending on the above mentioned conditions.
38	We ask to clarify if the geotextile of 300 g/m2 indicated in point 2.3.9.1 of the Vol 3 ER section 2 is required. In fact, it isn't indicated in point 2.3.9 where the ER specified the composition of landfill bottom liners and drainage layer	Please see the answer to question no. 76 of the Contracting Authority's Clarifications no. 4.
39	We ask to clarify the position of the item "covered area for storage of separated waste" (page 41 of ER Vol 3 sect. 2) in the drawing of the general layout	Please see the answer to question no. 1 above and the corrigendum no. 3 to the Tender Dossier.
40	We ask to confirm that item 24 (MTB) is not in the scope of work.	Please see the answer to question no. 73 of the Contracting Authority's Clarifications no. 4.
41	Regarding the composting plant is necessary to respect the weight reduction and the total area? If by our calculation we will guarantee the weight reduction but proposing a composting plant with a smaller surface in confront to the ER, can we propose our solution?	The Contractor is expected to guarantee the quality of the final outputs. Therefore the Contractor should apply his calculations and surface for composting.
42	In the ER page 74 is requested the installation of a drilled well with a submerged pumps.	The Contractor should decide on the flow and filter stage based on the results of the

CONTRACTING AUTHORITY'S CLARIFICATIONS No. 5

No	Question	Answer
	Which flow have to been consider? Is necessary a filter stage? The drilling activities are included in the contract?	hydrogeological survey which he will need to perform as part of this contract and based on the quality of the well water requested by national legislation. All activities related to survey, drilling, design, construction, testing and putting in operation of the well are included in the scope of the Works.
43	The potentiality of the MRF plant is 70000 Ton/Year. Please confirm.	The required plant capacity is given: Volume III, Section 2, page 28, item 2.3.6. It is minimum 70,000 t/y based on 2016 year predictions. Please further see the answer to question no. 26 of the Contracting Authority's Clarifications no. 4.
44	In the ER at page 34 is requested a bag shredder of 12.00kW. Following some market research we have verified that usually the electrical power is much more of 12.00kW. Can we insert the supplier data in the ER Form?	Please see the corrigendum no. 2 to the Tender Dossier.
45	In the ER at page 79 is requested to install a transformer of 1000kVA. Is obligatory to respect this power? If in our proposal is necessary to install a transformer with another size, can we change it?	<p>The request of installment of a transformer of 1000kVA must be respected because it is requested by the Power Distribution Company and no changes are permitted.</p> <p>Please read the conditions of the Power Distribution Company which are provided as attachment to the Contracting Authority's Clarification No 4.</p>
46	In the ER at page 0 is requested to install an auxiliary generator of 100kVA for the emergency lighting, inlet screens, one outlet pump, the scrapers of the sedimentation, the thickener and sludge recycle pump. So this generator has to be considered for the WWTP or for the total equipment included in the project? For the WWTP is requested to install an SBR Plants that not include de sedimentation scraper or thickeners. Please clarify.	<p>Emergency diesel generator for operation of the RWMC in case of electric cut shall cover the minimum operation requirements of whole RWMC. The power and the main characteristic of the diesel generator shall be designed based on the request for a minimum of RWMC process continuity in case of public power supply failure. Please read Volume III, Section 2, chapters 2.3.11 and 2.3.20.1.</p> <p>Please note that SBR Plants do not include sedimentation scraper or thickener</p>
47	Please let us know if you agree to replace the bag opener power with a new 16kW one, instead of the 12 kW bag opener described in "Volume 3 - Section 2 - Particular Design & Process Requirements", conditioned by reducing the rotating sieve's power from 22 kw to 18 kw.	The tenderers are advised to adhere to the technical specifications requested in Volume III, Section 2.
48	Please inform us if the bidder can organize at this phase the waste separation flow so that the overhead crane will no longer be justified?	Please refer to the corrigendum no. 2 to the Tender Dossier.

3

CONTRACTING AUTHORITY'S CLARIFICATIONS No. 5

No	Question	Answer
49	In the Tender documents, a suction system for plastic film is mentioned. This system has no minimum requirements or data sheet as the other components in the MRP. We believe that this type of equipment cannot tell the difference between transparent or coloured film on one hand, and does not tell the difference between high density HDPE and low density (LDPE) on the other hand. Please let us know if you agree that the screening process of the film can be made in the sorting cabin, which will provide better qualities screening, far superior output quality, leading to better recovery of such waste.	In Volume III, Section 2, 2.3.6. page 33, Vacuum system for plastic film is requested at the rotary sieve outlet. Plastic film shall be additionally removed in the sorting cabin, as it is specified on the same page.
50	Please specify if in the current waste separation flow there are two sorting bale presses needed: one for "separated waste" and another for "non separated waste"	Please read Volume III. Section 2, 2.3.6. Bale press are requested for both: for separated waste and for non-separated waste.
51	Utilities Connection Telecommunications and Electricity connection to the public network should be designed and performed as underground infrastructure or aerial cabling?	Telecommunications and electricity connection to the public network shall be designed and performed as underground infrastructure.
52	Landfill Utilization - Containers for Waste Transport Shall the containers be of one specific type, similar to the ones in use in the region? The type of container might condition the selection of the roll arm tipper truck.	The tenderers shall select the roll arm tipper and the truck lifter according to the specification in Volume III, Section 2, item 2.3.10, and the containers according to the specification in Volume III, Section 2, item 2.3.11. The selected containers shall be compatible with the selected roll arm tipper and the truck lifter.
53	Our company would like to submit the following question regarding the performance guarantee for this contract: Please let us know if insurance policies are accepted.	Please refer to the provisions of the Particular conditions of contract (Volume II, Section 3), Sub-clause 4.2, which clearly states that " <i>The Performance Security is to be provided in the form of a bank guarantee acceptable to the employer issued either A) by a first class bank located in the country of the employer, or b) directly by a first class foreign bank acceptable to the Employer.</i> ". Please further refer to the template for the Performance Guarantee in Volume II, Section 4.
54	In the Tender Documents is requested as follows: "12.2.1.Economic and financial capacity of candidate: a) The average annual turnover of the tenderer for the last 3 years (2011, 2012 and 2013) must	Please refer to the answer to question no. 1 in the Contracting Authority's Clarifications no. 4

3

CONTRACTING AUTHORITY'S CLARIFICATIONS No. 5

No	Question	Answer
	<p>be at least EUR 10 million.</p> <p>This must be proven by the audited balance sheets and income statements of the tenderers for the last 3 financial years which were audited by a certified Public (Sworn)/Chartered accountant and any other document necessary to prove annual turnover of the tenderer</p> <p>Our company develops its activity according to the in force legislation of the country and the deadline for submission and registration of the balance sheet for the financial year 2013, according to the in force Romanian law is May 2014.</p> <p>Please specify if we can demonstrate with other equivalent documents, (such us an internal balance) the average annual turnover.</p>	

Annexes:

- Annex 1: Decision on EIA by the Provincial Secretariat for Urban Planning, Construction and Environmental Protection of the Autonomous Province of Vojvodina (file name: "Annex 1 to CTP 5.pdf")
- Annex 2: EIA – Chapters no. 8 and no. 9 (file name: "Annex 2 to CTP 5.pdf")