



EUROPEAN UNION

DELEGATION TO THE REPUBLIC OF SERBIA

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CONTRACTING AUTHORITY'S CLARIFICATIONS No. 1

Equipment for Continuous Emissions Monitoring System at Electric Power Industry of Serbia (EPS) - TENT

Publication ref.: EuropeAid/129806/L/WKS/RS

Tender no.: 08SER01/17/41

| No | Question | Answer |
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| 1. | Art. 3.6 and Special Contract Conditions Art. 7 are contradictory, while stating different upper limit for subcontracting, please clarify? | Article 3.6 of the Instructions to Tenderers specifies the upper limit (30%) for subcontracting in relation to the value of the tender (total price). Article 7 of the Special Conditions specifies the upper limit (50%) for subcontracting of works in relation to the total value of the works. |
| 2. | Art 8.2 – Will the questions and corresponding answers be directly sent to all the potential bidders or these will be only posted at the stated website? | Questions and corresponding answers will be published on the official website. |
| 3. | Art. 9.2 – Will the modifications to the tender documents be directly sent to all the potential bidders or these will be only posted at the stated website? | Modifications to the tender documents will be published on the official website. |
| 4. | Art. 10.2 – Please, confirm that the documents, which have to be translated in the language of the tender procedure (i.e. English), do not have to be issued by the sworn interpreter? | The documents which have to be translated into the language of the tender procedure (i.e. English) do not have to be issued by the sworn interpreter. |
| 5. | Art. 12.1.9 – Please, confirm that the bidder/consortium member can have a valid contract for renting of the plants/equipment needed for the smooth execution of the contract, in order to fulfill this requirement. If the answer is positive, please confirm that it will be sufficient to submit a copy of | Yes. In accordance with Articles 12.1.9 and 12.1.10 of the Instructions to Tenderers, tenderers must indicate whether equipment is owned, hired or used by a subcontractor. The tenderer must submit the proof documents (for example copy of the original contract) for renting of the plant/equipment needed for |

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| | such contract, including description and serial numbers of the required plants? | the execution of the contract. The manufacturer's documents fully describing the equipment must be submitted in the form 4.6.2 (Volume 1, Section 4). |
| 6. | Art. 12.2 – Please confirm that the term “construction works” means design, procurement, installation and commissioning of the plant of similar structure as the works/procurement required by this tender procedure? | The term “construction works” means civil works including supply. |
| 7. | Art. 12 - Is it necessary to provide, within the bidding documents, the contract for the establishment of the Consortium? | The tender must be signed in a way that legally binds all members. One member must be appointed as lead member and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual members (see Form 4.6.5 in Volume 1 and the Tender Form). The joint venture/consortium agreement must be attached with the form 4.6.5. |
| 8. | Art. 22.2 - Based on which input will the Contracting Authority assess operating costs and resources required? | The Contracting Authority will assess the operating costs and resources required based on the requirement given in the Technical Specifications and the offered solution. |
| 9. | Art. 26 - As the tender document foresees advance payment, please confirm that the Contract would come in force on the date when the advance payment is executed in favour of the Contractor? | Within 30 days of receipt of the contract already signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee to the Contracting Authority. <u>On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.</u> |
| 10. | Can you clarify the term Economic operator? Does it mean that the regional entity, in full ownership of the parent company, could deliver (within the bidding documents) references, financial capacities, etc., of the parent company? | Yes. |
| 11. | If the EC-funded contract is exempted from customs duties, VAT, levies, etc., in the Beneficiary's country, what is the purpose of an item VAT and other taxes? If the answer is negative, who will pay for the customs duties, VAT, | The EC funded projects are exempted from customs duties, VAT, and levies in accordance with the Framework Agreement between FRY and the Commission of the European Communities (Official Gazette of Serbia |

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| | levies, etc.? | <p>and Montenegro, No2, 31st March 2003).</p> <p>The usual procedures for the exemption of customs duties and VAT will be applied.</p> <p>Nevertheless and in accordance with 13.4 of the Instructions to Tenderers tenderers must quote separately in euro the taxes, customs and import duties applicable at the time of submission.</p> |
| 12. | Who will provide for all the civil permits? | <p>The Contractor will produce and be responsible for the Basic Design and the Detailed Design.</p> <p>Design(s) shall be prepared in accordance with the laws and regulations of the Republic of Serbia, by qualified licensed designers who are engineers or other professionals who comply with the criteria stated in the Technical Specification / Requirements.</p> <p>The Basic Design and the Detailed Design (in English and Serbian language) will be submitted to the Supervisor and to the Beneficiary for their review.</p> <p><u>The official inspection and approval of the Detailed Design shall be performed as per the Construction Law of the Republic of Serbia and shall be organized by the Beneficiary.</u></p> <p><u>The Beneficiary will obtain all necessary permits for execution of works, and is responsible for necessary expropriations and reallocation of utilities.</u></p> |
| 13. | What is the purpose of the Supervisor's representative? | <p>All responsibilities of the Supervising Engineer are defined in the General and Special Conditions of Contract.</p> |
| 14. | Art. 9 (GC) – Who will provide the offices on site for the Contractor's representative, and at whose cost? | <p>TENT will provide an office in TPP TENT-A location with water, electricity. The Contractor shall pay for communication costs.</p> <p>The Contractor will provide offices on other sites at his costs.</p> |
| 15. | Art. 12.3 - If the administrative order does not comply to a good engineering practice, who will undertake the consequent costs and risks? | <p>It will be managed in the first instance by the Project Liaison Group.</p> |
| 16. | Art. 15.7 – How many days, prior to eventual Contracting Authority's claim of the bank guarantee, would he inform the Contractor in the written form? | <p>The Contracting Authority will give reasonable notice.</p> |

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| 17. | Art. 22.2 - Who will physically protect the site, and under whose expense? | The Contractor shall ensure the safety on sites (including physical protection) under his expenses during the whole period of execution and shall be responsible for taking the necessary steps to prevent any loss or accident which may result from carrying out the works. |
| 18. | Art. 39 - Work register is the document, which in Serbian law is being completed by the Contractor and confirmed/signed by the Contracting Authority. Please confirm that in the execution phase of this project, Serbian law would prevail? | Work register is required. The work register must be prepared in accordance with the Serbian law and practical details will be specified in the Project Manual provided by the Supervisor subject to approval by the Contracting Authority and the Beneficiary. The work register will be confirmed/signed by the Beneficiary and Supervisor on behalf of Contracting Authority. |
| 19. | Art. 41 - This article defines the Contracting Authority's right to participate in the factory acceptance tests. However, it does not define which exactly equipment, for how many days and under whose costs these FATs would be organized. Please, precise? | <p>The Contractor shall draw up a test program including time schedule and test procedures for the approval of the Supervisor and the Beneficiary</p> <p>The cost of the tests should be covered by the Contractor.</p> <p>Cost of the Supervisor and/or Beneficiary representatives should be covered by their own means.</p> |
| 20. | Art. 42 - This article defines the right of the Supervisor to reject parts or the complete Works. We are of opinion that such late requirement from the Supervisor might unnecessarily increase the costs of the project execution, as well as the fact that such late request might indicate improper supervision during the project execution. Please, adapt this article correspondingly. | Article 42 Rejection of the General Conditions cannot be adapted. |
| 21. | Art. 43. - When exactly does the ownership over the delivered equipment/installed plant/commissioned plant change from the Contractor to the Contracting Authority? | The works shall be taken over by the Beneficiary when they have satisfactorily passed the tests on completion and a certificate of provisional acceptance has been issued or is deemed to have been issued. Please see sub clause 60.1 of Volume 2, Section 3, Special Conditions. |
| 22. | Art. 48.5 - Beside this article, there should be the article which would define the consequences in case when the Supervisor/Contracting Authority is/are responsible for the probable delay. Please adapt correspondingly. | Article 48 Revision of Prices of the General Conditions cannot be adapted. |

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| 23. | Art. 50.5 - This article defines that the opinion of the Supervisor prevails in case of dispute. It is our opinion that this is unusual practice. Please, adapt correspondingly. | Article 50 Interim Payments of the General Conditions cannot be adapted. |
| 24. | Art. 51.2 -This article defines too long period (90 days) for the Supervisor to assess the final statement, which additionally prolongs the date for due payments. Please adapt correspondingly. | Article 51 Final Statement of Account of the General Conditions cannot be adapted. However please see Article 51 of the Special Conditions. |
| 25. | Art. 58.2 - Similar to Art. 42, please adapt. | Article 58 Tests on Completion of the General Conditions cannot be adapted. |
| 26. | Could you specify the exact addresses of the TPPs and send them to tenderers? | <p>TPP TENT A, Bogoljuba Urosevica 44, 11500 Obrenovac</p> <p>TPP TENT "B" Poštanski fah 25, Ušće 11500 Obrenovac</p> <p>TPP Kolubara "TEK" Ul. 3 oktobar br.146 11563 Veliki Crljeni</p> |
| 27. | Is it allowed to submit the offer by email? | <p>No. The complete tender must be submitted in one original and five copies in accordance with and to the address specified in Article 17 of the Instruction to Tenderers.</p> <p>Electronic version of the offer could be submitted on the CD enclosed with the offer.</p> |
| 28. | Could you please tell us which company implemented system or installed existing equipment in TPP? | <p>Several companies installed the measuring equipment.</p> <p>Kolubara: "Energoprojekt"</p> <p>TENT –A1 and A2: Dust Analyzer – Tekon Gas measurements –</p> <p>TENT-A3 and A5: "Siemens", both dust and gas analyzers</p> <p>TENT-A4: "ECM ECO Monitoring", Slovakia – Gas analyzer</p> <p>New dust analyzers on Units A3, A4 and A6: "Compact MM Trade"</p> <p>Serbian company TEKON provided monitoring system.</p> |
| 29. | Are there any QAL2 reports? | There are no QAL2 reports for existing equipment. The Contractor shall produce the QAL2 reports as a part of this contract. |
| 30. | What is the budget for this particular | The budget for the project is not public |

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| | project? | information. |
| 31. | It is stated in the References that bidders should have at least 2 deliveries in the last 5 years, with values more than 1 MEUR. Is this still a requirement? Can we show the deliveries from different sources? | Yes, it is still a requirement. The requested value of each reference project is more than 1 MEUR. A reference project may consist of more than one phase or delivery to the same client and/or TPP. |
| 32. | How should we prove this information? | The bidder will prove his references by submitting copies of the taking over certificates. |
| 33. | Is it important that projects were implemented in Europe or could be worldwide? | There is no specification on geographic location of project but it must be in coal fired power plant(s) in accordance with the Large Combustion Plants Directive 2001/80/EC. |
| 34. | What should we put in the blank form for references of coal fire power plant? Is it only coal fire power plant or other, as stated in the form? | Form 4.6.4.1. CEMS Reference Projects must be completed. Reference projects must be only in coal fired power plants. In the Volume 1, Section 4, Questionnaire, Form 4.6.4.1., CEMS Reference Projects, fuel type "Coal, natural gas or oil" must be replaced with "Coal". |
| 35. | Is any organisation in Serbia accredited for calibration and approval of calibration reports? | The information could be found on Serbian Accreditation Body website: www.ats.rs The information (be aware of date) can be also found on the website of the Ministry of Environment and Spatial Planning at the address www.ekoplan.gov.rs under title List of Organizations with Valid Licences for Emission and Emission. |
| 36. | PP Morava is not part of this project but do you know if they had QAL2? | No. |