

## CLARIFICATION NO. 1 TENDER DOCUMENT

### Procurement no. RID-W/IOP1-2018

Regarding the requests for additional clarifications of Tender Documents for the procurement: Execution of construction and construction–craft works for making a part of facility and the garage of “Science and Technology Park” in Novi Sad functional (Phase II/2 and Phase II/2a): RID-W/IOP1-2018, we deliver the following answers:

#### **Question:**

(filed under number 3575 dated 20.06.2019.)

Can the tenderers who already have a Solvency report for 2018, submit it as evidence for additional condition which relates to the financial capacity (clause a) page 32), turnover in the amount of 33 (thirty-three) million euros for the last 3 (three) years (2018, 2017 and 2016), since in this case those really are the last three years, as the mentioned condition states.

#### **Answer:**

In accordance with the Tender Documents, Volume I, Section 2, clause 2.3 Qualification Data, sub-clause 1. Financial Capacity, under a), The Tenderer must meet the following minimum criteria: Cumulative Operating Annual Turnover in the amount of 33 (thirty-three) million euros for the last 3 (three) years (2015, 2016, 2017).

Considering that the requested Cumulative Operating Annual Turnover relates to 2015, 2016 and 2017 the Tenderer is obliged to prove the requested for the defined years.

#### **Question:**

(Filed under number 3596 dated 21.06.2019.)

Page 36. Tender Documents, Volume I, in part Personnel capability (clause 3) requests the Tenderer to have employed persons with engineering licenses, and as evidence he must attach the Excerpt from the Central Registry, copies of licences and certificates on the validity of licences. Considering that there have been changes in the Law on Planning and Construction, and that the membership in the Chamber is voluntary, so that there is no obligation of payment of the annual fee, which means that certificates on paid annual licences are not being issued. Pursuant to everything abovementioned we kindly ask you to change the mentioned condition and enable us to not submit the certificate on licence validity.

Attached is the text from the website of the Ministry of Construction, Traffic and Infrastructure, as well as the link which publishes this:

„Personal and other licences issued in accordance with the current law remain in force, unless the conditions for their confiscation are met in accordance with the law and the bylaws adopted on the basis of it. The validity of the licences is not conditional on paying the annual membership fee in the Chamber.”

link <https://www.mgsi.gov.rs/lat/aktuelnosti/saopstenje-ministarstva-u-vezi-s-izdavanjem-licenci-za-inzenjere-arhitekta-i-prostorne>

**Answer:**

In accordance with Tender Documents, Volume I, Section 2, clause 2.3 Qualification data, sub-clause 3. Personnel capabilities, under b) Tenderer is obliged to prove that he fulfils the mentioned criteria by submitting the certificate on licence validity.

Considering the fact that the Chamber of Engineers still issues the validity certificates upon request, the Contracting Authority remains at his request for submitting the mentioned evidence on licence validity – certificate on licence validity.

**Question:**

(Filed under number 3636 dated 21.06.2019.)

Page 36 out of 101, Volume I Tender Document, the following is stated:

***Litigation History.*** *The Tenderer shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed or under execution by him over the last five years (from 2014-2018). A history of verdicts against the tenderer or any partner of a Consortium/Joint Venture may result in not accepting the tender.*

-Regarding the mentioned request please specify when and in which manner can the litigation history of the tenderer lead to not accepting the tender. What kind of verdicts are those and in which subjects? Is it about the subjects where the verdicts relate to the contracts mentioned at page 37 out of 101, or is it about any contracts (and in that case, how shall the Contracting Authority determine which subjects and verdicts are relevant)?

- Should the data, for the form 3.5.7 on page 61 out of 101, be inserted related to litigations which relate to literally all the contracts of the tenderer which are being executed or are completed in the previous five years (e.g. contracts regarding employment), or only to contracts from the area of economy and business of the tenderer – does the request relate to all the contracts relating to economy (like the contract by which the tenderer acquires the basic funds – like computer equipment – for his needs), or is it related only to the litigation history regarding the contracts for which it is stated on page 37 out of 101 that can lead to the exclusion of the tenderer from participation in the procurement procedure?

We remind you that page 37 out of 101 states the following:

***Tenderers will be excluded from participation in the procurement procedure if:***

*- if under another procurement procedure, loan implementation procedure or grant award procedure financed by the EU funds, Multilateral Development Bank (MDB) or other financial institution, it proved to be in serious breach of contract because it did not fulfil its contractual obligations.*

*Contracting authorities may exclude from participation in a procurement procedure a Bidder which has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions.*

*Furthermore any Bidder under the above situation may provide evidence to the effect that measures taken by the Bidder are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion. If such evidence is considered as sufficient, the Bidder concerned shall not be excluded from the procurement procedure.*

**Answer:**

In accordance with the Tender Documents, Volume I, Section 2, clause 2.3 Qualification Data, sub-clause 5. Litigation History states that the Tenderer “who has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions” shall be excluded from participation in the procurement procedure.

In accordance with the condition, every omission of fulfilling the basic requests which arise from the types of mentioned contracts can lead to exclusion of the tenderer from the procurement procedure.

Also, in accordance with the instructions for filling the form 3.5.7 it is necessary to mention the information on the entire potential litigation history or arbitration connected to the contracts which have been realized in the last five years or their realization is ongoing – previous public contracts, previous contracts with Contracting Authority or previous concession contracts.

**Question:**

(Filed under number 3687 dated 24.06.2019.)

Page 66. Tender document states:

**Form 3.7.1 Conditions of Contract**

The Tenderer must insert here the first page of the General Conditions of Contract “General Conditions of Contract for construction for building and engineering works designed by the Employer, MDB harmonized edition, June 2010, ISBN 978-86-88809-01-6, 2-88432-044-X, published by Fédération Internationale des Ingénieurs-Conseils (FIDIC) and each page of the Particular Conditions of Contract which are an integral part of the Tender Documents, which must be initialled by the person authorized to sign the Tender.

We have the following question: is this condition met only by submitting the page 88 of the Tender Documents, signed by the authorized person or is this condition to be filled in some other manner, and if so, in which manner, by not risking the copyright infringement of FIDIC organization?

**Answer:**

The mentioned condition cannot be fulfilled by submitting the page 88 of the Tender Documents, signed by the authorized person.

In accordance with the stated in Tender Documents, Form 3.7.1 Conditions of Contracts, the mentioned condition is fulfilled by submitting the "the first page of the General Conditions of Contract General Conditions of Contract for construction for building and engineering works designed by the Employer, MDB harmonized edition, June 2010, ISBN 978-86-88809-01-6, 2-88432-044-X, published by Fédération Internationale des Ingénieurs-Conseils (FIDIC) and each page of the Particular Conditions of Contract which are an integral part of the Tender Documents, which must be initialled by the person authorized to sign the Tender", which proves that the Tenderer is familiar with the content of General Conditions of Contract.

**Question:**

(Filed under number 3708 dated 24.06.2019.)

Can the carpentry and locksmithing schemes be published, in order to form a more precise price?

**Answer:**

The mentioned documentation is a part of design and technical documentation and is not a constituent part of Tender Documents.

In accordance with the Invitation for Tender Submission, the overview of the design and technical documentation can be done on work days from 9h to 14h, it is obligatory to schedule the visit via e-mail: [tamara.skundric@piu.rs](mailto:tamara.skundric@piu.rs).

Procurement Committee

