

## CLARIFICATION NO. 2 OF THE TENDER DOCUMENTS

**Procurement number: RID-W/IOP1-2018**

Regarding the requests for additional clarifications of the 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

**Question:**

(Filed under number 3805 dated 27.06.2019.)

- Volume I, Section 4, Conditions of Contract, Forms (Form 4.1 - Contract), Contract Agreement with Addenda - Plant and Materials intended for Works, front page and Volume 2 – General conditions for execution of works, forms 4.4.1, 4.4.2, 4.4.3 are a constituent part of Technical Document or Financial offer during submission of Tender Documents?

**Answer:**

In accordance with Tender Documents, Volume I, Section 2, Instructions to Tenderers, clause 10. Content of bid, sub-clause 10.4 B. Technical (administrative) bid, Attachment 6, tenderer, within his technical (administrative) bid submits “Any other information or materials required to be completed and submitted by the tenderers in accordance with these Tender Documents.”

In accordance with the mentioned, tenderer shall submit the documents which are a part of Volume I, Section 4, Conditions of Contract, Forms within the Technical (administrative) bid, and in accordance with the given instructions which are stated in the forms (e.g. 4.1 Form of Contract Agreement – offered price is not to be inserted).

**Question:**

(Filed under number 3818 dated 27.06.2019.)

Page 69. of Tender Documents states:

*Protection of the Environment.* We commit to taking all reasonable steps to protect the environment on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. To this end, emissions, surface discharges and effluent from our activities will comply with the limits, specifications or stipulations as defined in [insert name of the relevant document]21 and the international and national legislation and regulations applicable in the country of implementation of the contract.

Please answer us which is the relevant document whose title should be inserted at mark 21?

Furthermore it states:

*Environmental and social performance.* We commit to (i) submitting [insert periodicity as indicated in the tender documents] environmental and social monitoring reports to [insert name of the Contracting Authority]; and (ii) complying with the measures assigned to us as set forth in the environmental permits [insert name of the relevant document if applicable] 22 and any corrective or preventative actions set forth in the annual environmental and social monitoring report. To this end, we will develop and implement an Environmental and Social

Management System commensurate to the size and complexity of the Contract and provide [insert name of the Contracting Authority] with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports.

Our question is which data should be inserted regarding the periodicity of the reports on environmental and social monitoring? The Tender Documents does not state which the requested level of periodicity is. The question is also which document is the one providing us with environmental permits?

**Answer:**

Text in italics is a part of the standard Environmental and Social Covenant Template foreseen in the Annex 7. of the Guide to procurement by the European Investment Bank published on the website <http://www.eib.org/en/infocentre/publications/all/guide-to-procurement.htm>.

According to the aforementioned, it is not necessary for the tenderers to insert any data within the text in italics of the Environmental and Social Covenant Template.

**Question:**

(Filed under number 3819 dated 27.06.2019.)

Questions related to the Bill of Quantities for the fire alarm system and CO detection system:

- Bill of Quantities include the cable installation and delivery and mounting of the equipment – Attachment which is a constituent part of the Tender Documents – PLANT AND MATERIALS INTENDED FOR WORKS provides only the mounting of the equipment – are both things to be done or only the mounting of the equipment?
- In the attachment it is stated that the equipment must be compatible with the plant and materials installed in the phase FII/1... Is the list of plant installed in that phase available?
- How will the issue of issuing documents relating to technical acceptance be solved if two different contractors execute the same system at different stages?
- Is the mentioned CO detection system individual unit or is it connected to the system from the previous phases i.e. is it to be installed on a specific equipment?

**Answer:**

- In the second phase a complete delivery/installation and mounting of the equipment and materials specified in the Bill of Quantities shall be done.
- Plant and materials from the list CONTRACT ADDENDA: PLANT AND MATERIALS INTENDED FOR WORKS (which is a constituent part of the Tender Documents), must be compatible with the plant and materials installed in Phase II/1. Plant and materials from the list which are provided under the factory name are not binding, but the plant and materials of same or similar appropriate characteristics are to be offered and procured. In the Phase II/1 the executed plant for fire alarm system is Securiton.

Note: the Employer recommends to all potential tenderers to visit the site with the goal of better understanding of the works which are executed in Phase II/1 and preparation of their bids.

- Technical acceptance of works shall be solved by Contractor from the second phase taking over from the Contractor from the first phase all necessary measurements, tests and attest documentation. Unification and possible repeated testing of certain parts of executed works shall be done by the Contractor from the second phase.

- CO detection system is an individual unit and works on this system are not a part of works of Phase II/1. According to that the specific equipment is not required.

**Question:**

(Filed under number 3843 dated 28.06.2019.)

Should the price be provided for all items in the Bill of Quantities which have as quantity 0 (zero)?

**Answer:**

Price should not be provided for all items in the Bill of Quantities which have as quantity 0 (zero).

**Question:**

(Filed under number 3858 dated 01.07.2019.)

Are the provisions of Public Procurement Law to be applied and in which scope, or only the rules in accordance with the EIB's Guide to Procurement published on the webpage <http://www.eib.org/en/infocentre/publications/all/guide-to-procurement.htm>?

1. Are the terms "complaint" and term "request for the protection of rights" considered equal in this procurement?
2. Is the Republic Commission for protection of rights in procurement procedures a competent body for this procurement as well? If it is which provisions are applied to the procedure of complaints, i.e. protection of rights, and which to the procurement procedure?
3. We presume that in clause 24.4 there is an error, because it states that the complaints are to be sent to the Tenderer instead of the Employer. Please clarify this, was the intent to write that the complaints are sent to the Employer and not to the Tenderer?
4. Is the complaint submitted only to the Employer, who then notifies EIB, as is stated in the clause 24.4 (provided that the stated error is corrected) and clause 30.3 or is the complaint/request for the protection of rights to be submitted to the Republic Commission for protection of rights in procurement procedures as is stated in clause 30.4? Please explain in a clear and concise manner the rules regarding the legal remedies – complain or request for the protection of rights, for the tenderers not to be in doubt.
5. Is it necessary to pay the fees during submitting the complaint/request for the protection of rights to the Employer (and/or to the Republic Commission), mentioned in clause 30.4.4 or it is not necessary since these fees relate to the public procurements conducted according to the Public Procurement Law?

6. In clause 24.4 and 30.3 it is stated that the complaints/requests for the protection of rights are submitted to the address:

- Public Sector Projects Implementation Unit ltd. Belgrade, Veljka Dugoševića 54, 11000 Belgrade, V floor, registry office
- [tamara.skundric@piu.rs](mailto:tamara.skundric@piu.rs)

Should the complaint/request for the protection of rights be submitted cumulatively and physically to the mentioned address and electronically to the mentioned e-mail, or is it enough to submit it only to the e.g. e-mail or the physical address in written (tenderer's choice)?

7. Should the complaint/request for the protection of rights be submitted to the address and manner (physically and electronically) described in the clauses 24.4 and 30.3:

- Public Sector Projects Implementation Unit ltd. Belgrade, Veljka Dugoševića 54, 11000 Belgrade, V floor, registry office
- [tamara.skundric@piu.rs](mailto:tamara.skundric@piu.rs)

to the address and manner (directly, e-mail, fax and via registered mail with a return receipt) described in the clause 30.4.1:

The request for protection of rights is submitted directly, by e-mail: [procurement.rd@pim.gov.rs](mailto:procurement.rd@pim.gov.rs) or by fax to +381 11 3617-737 or by registered mail with a return receipt

Please clarify which address and manner is correct.

8. Clause 6.3 page 14 states the following:

Tenderers should inform the Employer in writing, along with a copy to the EIB, if they consider that certain clauses or technical specification of tender documents might limit international competition or introduce an unfair advantage to some Tenderers.

- Who submits the copy of the letter to EIB, the Employer or the Tenderer?
- If the tenderer submits it, please clarify the manner of submission – (electronic, written letter, contact person, or specific committee, department, sector to which the letter should be submitted etc.), as well as the address (electronic or physical) to which we can submit the mentioned copy of the letter?

**Answer:**

In the procurement procedure RID-W/IOP1-2018 the Public Procurement Law is not applied ("Official Gazette of RS" no. 124/12, 14/15 and 68/15) since according to the article 7. Clause 2) sub-clause (1) this procurement is exempt from application of PPL. The procurement is conducted as international open procedure of the procurement in accordance with the Guide to Procurement by European Investment Bank published on the website <http://www.eib.org/en/infocentre/publications/all/guide-to-procurement.htm>.

1. Yes, terms: „complaint” and „request for the protection of rights” are used as synonyms in the Tender Documents for this procurement.

2. As is stated in the Tender Documents, Volume I, Section 2, Instructions to Tenderers, clause 30.3: "In accordance with the Law on the Confirmation of the Contract on Amendments to the Financing Agreement 23.761, 24.745, 25.002, 25.198, 25.497, 25.610, 25.872, 81.657 and 82.640 between the Republic of Serbia and the European Investment Bank, signed on October 27, 2017 in Luxembourg and On November 1, 2017 in Belgrade, Article 6.04 (Procurement Procedure) of the Financial Contract was amended and the following applies:

"Checking the procedure according to legal remedies, as provided for in Serbian law, will be available to any party that has an interest in obtaining a particular contract and which has been damaged or is at risk of being harmed by the alleged violation."

In accordance with the abovementioned, the Republic Commission for the protection of rights in procedures of public procurements is the competent body for deciding on the submitted request for the protection of rights (complaint) in the procurement procedure number RID-W/IOP1-2018, according to the provisions of the law which relate to that and which regulate it.

3. Yes, it is a technical error. In accordance with the mentioned address and e-mail address, all complaints submitted regarding the delivered Decision on qualification are supposed to be sent to the Employer within the period for submission of complaints.

4. In clause 24.4 it is stated that the complaints (requests for protection of rights) are to be submitted in accordance with the procedure described in the paragraph 30.4. Upon the received complaint the Employer notifies the European Investment Bank on the submitted complaint. Request for the protection of rights is to be submitted to the Employer and the copy is delivered also to the Republic Commission for the protection of rights in public procurement procedures.

5. Since the Republic Commission for the protection of rights in public procurement procedures is competent for deciding upon the submitted request for the protection of rights (complaint) in the procurement procedure number RID-W/IOP1-2018, it is necessary to pay the fee in accordance with the provision of the law related to this and clause 30.4.4 of the Tender Documents.

6. Request for the protection of rights (complaint) is to be submitted in the original to the mentioned address via mail or personally delivered to the registry office of the Employer, while the scan of the request is to be submitted via e-mail to the mentioned e-mail address to the Employer, and the copy is simultaneously delivered to the Republic Commission for the protection of rights in the public procurement procedures: Nemanjina 22-26, 11000 Beograd.

In accordance with the paragraph 3, clause 30.4.1 Tender Documents, The request for protection of rights is submitted directly, by e-mail: [tamara.skundric@piu.rs](mailto:tamara.skundric@piu.rs) or by registered mail with a return receipt.

Note: clause 30.4.1 paragraph 3. Tender Documents is changed – please refer to the Amendment no. 1 of the Tender Documents.

7. Please refer to the answer to the question number 6 above.

8. The Employer shall submit the copy of the Letter to the European Investment Bank.

**Question:**

(Filed under number 3881 dated 03.07.2019.)

In the Bill of Quantities for mechanical installations, certain positions have as quantity -1 (minus one) - please clarify whether this is a technical error or should the price for these items be provided which shall then reduce the total price of the tender, which is completely illogical?

**Answer:**

All items in the Bill of Quantities which have as quantity -1 the tenderer shall treat as if they have as quantity 0 (zero) and for these items the price should not be provided.

Procurement Committee

