

CLARIFICATION NO. 3 OF THE TENDER DOCUMENT

RHP-W9-AB-CW/IOP1-2020

Regarding the request for the additional clarification of the Tender Document for the **Procurement of execution of works on the construction of multi apartment buildings in Belgrade – dr Ivana Ribara – Novi Beograd**, number: **RHP-W9-AB-CW/IOP1-2020**, hereby we deliver the following answers:

Question no. 1:

(Filed under number 2919 dated 29.05.2020.)

The „Instruction to tenderers“, **Appendix to tender – contract data** (p. 35) defines that the applicable language is Serbian, but in „Instruction to tenderers“ (p.11, clause 10.) stated: „The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in Serbian or English. All correspondence relating to payments, including invoices and interim and final payment certificates, must also be sent to the Contracting Authority in Serbian or English. In case of discrepancies in the text, the version in English language shall prevail.“

In which language all documents should be submitted, and which language shall prevail?

Answer:

Provisions on the language of proceedings in the „Instruction to tenderers“, envisage alternative application of Serbian or English language.
Resident bidders

Tenderers who are residents of the Republic of Serbia may use only the Serbian language at the stage of submitting of tender or after concluding a contract for the execution of works.

Question no. 2:

(Filed under number 2919 dated 29.05.2020.)

At what limit is necessary to contract liability insurance toward third parties, since we were unable to find the information within submitted documentation?

Na koji limit je neophodno ugovoriti osiguranje od odgovornosti za štete prema trećim licima jer uvidom u dostavljenu dokumentaciju nismo uspjeli da pronađemo podatak?

Odgovor:

In accordance with the the “General Conditions”, as a part of publication “**Conditions of Contract for Construction – General conditions for building and engineering works designed by the Employer**”, 1st Edition 1999, ISBN 2-88432-002-9, published by Fédération Internationale des Ingénieurs-Conseils (FIDIC), clause 18.3, personal injury and property damage insurance represents liability insurance for damages caused to third parties.

Question no. 3:

(Filed under number 2919 dated 29.05.2020.)

In which currency is shown the minimum amount of insurance in case of personal injury and property damage („Instruction to tenderers“, p. 37, clause 18.3)?

Answer:

The minimum amount of insurance is denominated in the currency of the tender, ie in Euros.

Currency of the procedure

Question no. 4:

(Filed under number 2919 dated 29.05.2020.)

In „Instruction to tenderers“, **Content of tender documents** (str. 9, clause 7) is stated that the Tender documentation consists of the following documents:

- Organisational chart (Form 4.2) – submission of this form is not required for this tender;
- Financial statement (Form 4.4) - Financial identification form (FIF) and Legal entities form (LEF) – submission of this form is not required for this tender;
- Quality assurance system(s) (Form 4.6.6);
- Additional information (Form 4.6.7);

In Volume 1, Section 4 (pp. 63-64), for certain forms are stated that they are not applicable:

- Form 4.6.6 (Quality assurance system(s)) – not applicable;
- Form 4.6.7 (Additional information) – not applicable;

In „Instruction to tenderers“, **Additional notice to Tenderers** (p. 43, Volume 1, Section 4) is stated:

- All questions contained in the forms must be answered by the tenderer.
- Additional sheets may be attached as necessary.
- If a question does not apply to the tenderer, "not applicable" should be entered alongside with a brief explanation of why.

What is the difference between the forms that do not need to be submitted with the offer and those which are not applicable?

In the explanation of the question, can you state the list of forms that are attached to the offer for Dr. Ivan Ribar, with a note of forms that do not need to be submitted?

Answer:

Documents for which in the “Instructions to tenderers” is stipulate that they do not need to be submitted within the Tender, the tenderer is not obliged to submit, but may submit within the tender.

Documents for which in the “Instructions to tenderers” is stipulated that they are not applicable, tenderer does not submit within the tender.

The tender documentation envisages a list of forms to be submitted with the tender.

Question no. 5:

(Filed under number 2919 dated 29.05.2020.)

In „Tender notice“ (p. 8, clause 19.) stated that deadline for delivering the decision on contract award is August 2020, and in the “Instructions to tenderers“ (p.4, clause 1.) that deadline is September 2020. Which stated date is correct?

Answer:

The tender documentation stipulates that August 2020 is the deadline for making the Decision on contract award, and September 2020 is the deadline for publishing the Contract Award Notice. The stated deadlines are approximate and depends on the course of the procurement procedure.

Question no. 6:

(Filed under number 2919 dated 29.05.2020.)

In the "Instructions to tenderers" (p. 7, clause 3.9) is stated:

„The participation of a lead member of a group of bidders/consortiums in the execution of works must be at least 50%. The upper limit authorised for subcontracting is 30 % of the value of the tender. The tenderer shall, *inter alia*, list the subcontractor's name and part of the tender to be entrusted to the subcontractor.“

In Volume 2 „**Specific conditions of Contract**“ (p. 8, Section 3, clause 4.4) is stated:

„After 1st sentence in paragraph 1, the following is added:

Works carried out by subcontractors cannot exceed 50% of Net Contracted price”

Please clarify which of the following is valid?

Answer:

Please refer to the Corrigendum No. 1.

Question no. 7:

(Filed under number 2919 dated 29.05.2020.)

The advance payment guarantee does not contain provisions on the reduction of the amount of the guarantee ("Instructions to tenderers", p. 20, Form of Advance Payment Guarantee)

Can you include in the Agreement of the Advance Payment Guarantee a provision on reducing the value of the advance payment guarantee of a justified advance payment?

Answer:

The possibility of reducing the bank advance payment guarantee for the amounts of the justified advance is provided by an Article 14.2 of the General Terms and Conditions of the Agreement. The provisions of the advance payment guarantee model, which is part of the tender documentation, do not affect the stated right of the contractor.

Question no. 8:

(Filed under number 2919 dated 29.05.2020.)

Tender Security Form („Instruction to tenderers“, p. 39) has a provision on accepting the extension of the validity of guarantees for 6 months:

„We agree to a one-time extension of this guarantee to the period not exceeding six months, as the response to a written request of the Beneficiary for the extension, if the request is submitted before the expiration of the guarantee.“

“Instructions to tenderers“, (p. 19, clause 15.3):

„The tender security must remain valid for 30 days beyond the expiration of period of validity of the tender, including any extensions, and be issued to the Contracting Authority for the requisite amount.“

Can you more precisely define the maximum validity period of the Tender Security, given that the extension of the Tender validity period is envisaged by a maximum of 60 days, as well as to harmonize the provisions of the Contract with the Instructions to Tenderers?

Answer:

The Tender Security must be valid for at least 30 days longer than the tender validity period. In accordance with the provisions of the Tender documentation, the Tenderer may, but is not obliged, to accept the extension of the Tender validity period for 60 days, or a shorter or longer period, based on a written request of the Contracting Authority, provided that the maximum extension upon one request of the Client (at one time) cannot be longer than 60 days. In case of accepting the extension of the Tender, the Tenderer is obliged to proportionally extend the validity of the guarantee for the Tender Security.

Provision on consent to a one-time extension of the Tender Security for a period not exceeding [six months], in response to a written request from the Client for an extension, which is envisaged by the model of the guarantee for the Tender Security, is not in conflict with the provisions on the extension of the validity of the offer, and the extension of the guarantee until the specified period can occur only if the tenderer accepts the appropriate extension of the tender.

Question no. 9:

(Filed under number 2919 dated 29.05.2020.)

In Volume 2, Specific Conditions of Contract, p.14, clause 14.7 is stated:

„Subclause 14.7 is changed in paragraph 1 to read:

b) Amount certified in each interim payment certificate within 45 days after the Contracting Authority receives from the Engineer the calculation with relevant documentation.

c) Amount certified in the final payment certificate within 45 days after the Contracting Authority receives final application for payment from the Engineer.”

What is the deadline for verifying the situation? What is the payment deadline from the day of verifying the situation?

Answer:

In accordance with clause 14.6, paragraph 1 of the stated General conditions of the contract, the deadline for verification of the temporary or final situation by the Engineer is 28 days from the receipt of the calculation and supporting documentation. In accordance with the stated special conditions of the contract, the deadline for payment by the Client is 45 days from the receipt of a certified temporary or completed situation.

Question no. 10:

(Filed under number 2919 dated 29.05.2020.)

Please state from which Ordinance / Standard is the requirement that the entrance door has sound insulation of 42dB, and for room doors 37dB?

Answer:

Descriptions and specifications from the bill of quantities are provided in accordance with the requirements of the Investor.

Procurement Committee

