Republic of Serbia
MINISTRY OF FINANCE
Department for Contracting and Financing of EU Funded Programmes
(CFCU)
9/3/2026, Belgrade

CONTRACTING AUTHORITY'S CLARIFICATIONS no. 6

Construction Works for Wastewater Collection and Treatment System in the City of Čačak
Publication ref.: EC-ENEST/BEG/2025/EA-OP/0094

no.	Question	Answer
1.	As per technical conditions issued by Elektrodistribucija Srbije from 24.05.2021. where maximum demanded power was 900kW, could you please answer is it necessary to predict remote controlling of medium voltage switchgear (incoming compartments) from control center of Electrodistibucija Srbije, as this is not defined in conditions issued by Elektrodistribucija Srbije No. 20700-6661-21, from 24.05.2021. (ЦЕОП: ROP-MSGI-3106-LOCH-2/2021)?	The technical conditions issued by Elektrodistribucija Srbije do not explicitly require remote control and management of the medium voltage switchgear. Nevertheless, the provision of remote management of the MV switchgear may be proposed by the Tenderer in accordance with its technical solution.
2.	Process concept and acceptable technologies: 1. The Employer's Requirements specify a "conventional activated sludge process with biological nutrient removal (BNR)". Please confirm whether alternative biological process concepts (with different internal hydraulic or operational arrangements) are acceptable, or whether the tender strictly requires the conventional AST + FST configuration as described.	**1.** The Conventional activated sludge process as required by the Employer's Requirements is configuration comprised of the Activated Sludge Tank followed by the Final Sedimentation Tank. Alternative biological process concepts, without the Final Sedimentation Tanks are not allowed. **2.** Confirmed. The Primary Sedimentation Tanks shall be designed and constructed fully in accordance with the Employer's Requirements. Alternative solutions are not allowed.

	2. Please confirm whether the provision of full primary sedimentation tanks designed according to the stated criteria is mandatory, or whether functionally equivalent solutions may be accepted, provided that sludge production and downstream sludge treatment requirements are met. 3. Please confirm whether separate final settling tanks are a mandatory requirement, or whether alternative solid–liquid separation concepts integrated into the biological stage could be considered as compliant.	**3.** Confirmed, Final Sedimentation Tanks shall be designed and constructed in accordance with the Employer's Requirements. No alternative solid-liquid separation concept shall be allowed.
3.	Design criteria and flexibility: 4. Please confirm whether internationally recognised design manuals, such as Metcalf & Eddy – Wastewater Engineering: Treatment and Resource Recovery, may be used as an accepted design reference and calculation basis, in addition to or in conjunction with the standards explicitly referenced in the Employer's Requirements (e.g. DWA / ATV-DVWK), provided that all contractual performance guarantees and effluent requirements are fully met. 5. In the event of discrepancies between the numerical design criteria stated in the Employer's Requirements and the referenced standards (e.g. DWA-A131), please clarify which requirements take precedence. 6. The Employer's Requirements indicate three biological treatment lines in Phase I. Please confirm whether this number is mandatory, or whether the required redundancy and operational flexibility may be achieved through an alternative layout. 7. Please confirm whether the 10 °C design temperature applies only to nitrification, or whether it shall be used as the design basis for all biological	**4.** The technical calculations shall be based on the design criteria and particular requirements set out in Volume 3, Section 2 Design and Process Requirements. Internationally recognized design manuals, such as Metcalf & Eddy – Wastewater Engineering: Treatment and Resource Recovery, may be used provided that they do not contradict or deviate from the criteria set out in the Employer's Requirements. Wherever explicitly required, the DWA set of rules shall be applied. **5.** Should any conflict arise between the design criteria defined in Volume 3, Section 2 Design and Process Requirements, and the above-mentioned guidelines, the provisions of Volume 3, Section 2 shall prevail. **6.** The number of biological treatment lines indicated in the Employer's Requirements reflects the distribution of organic loads between the two construction phases, 96,000 PE in Phase I and 128,000 PE in Phase II, ensuring uniform distribution of hydraulic and organic loads, rather than mandatory number of treatment lines. The Tenderer may propose different layout based on its technical solution provided that all other design criteria are met. **7.** The design temperature of 10 °C shall

	process calculations, including denitrification and biological phosphorus removal.	apply for dimensioning of activated sludge plant with biological nutrient removal, including nitrification, denitrification and phosphorous removal.
4.	Sludge treatment and energy: 7. Please confirm whether the hydraulic and pollution loads from returned sludge liquors (centrate, filtrate, supernatant) are included in the energy and operational cost guarantees, and how these loads are accounted for during performance verification.	**7.** Guaranteed operational costs shall be in accordance with Volume 4, Schedules 4.2.6.1, 4.2.6.2 and 4.2.6.3, based on the influent BOD loads.
5.	OPEX guarantees and liability boundaries: 10. Please clarify how the energy and chemical consumption guarantees are evaluated when the plant operates at hydraulic or organic loads below the design load, especially during the Defects Notification Period. 11. The Employer's Requirements define specific energy monitoring zones. Please confirm whether functionally equivalent energy zoning, providing the same level of measurability and transparency, would be acceptable if the detailed process layout differs. 12. Please clarify the discount rate applied for the calculation of penalties based on the 20-year discounted operational costs, and whether this rate is fixed or subject to adjustment.	**10.** The guaranteed electricity and chemical consumption shall be provided for three WWTP load scenarios: 100%, 80%, and 60%. For intermediate loads, the guaranteed values shall be determined by linear interpolation between the specified values. **11.** The minimum required energy monitoring zones shall be determined to provide inputs for verification of the guaranteed energy consumption in kWh/year as specified in Volume 4, Schedule 4.2.6.1, which shall not be altered. **12.** For the purpose of penalties in the event of exceeded the guaranteed annual operating costs over 20-year period, a capitalization factor of 14 shall be applied. The discount rate is estimated at 4%.
6.	Design responsibility and specialist scope: 13. Please clarify whether commissioning and start-up support require continuous on-site presence, or whether expert support on an on-call / periodic basis is considered sufficient.	**13.** Commissioning and start-up support require continuous on-site presence of the commissioning expert(s).
7.	With reference to Clarification Set No. 1 and Question No. 30, it is stated that the inclusion of an oil separator for potentially contaminated surface runoff from roads is mandatory. Since oil and grease removal is already foreseen within the grit and grease	Surface runoff shall be collected and pretreated prior the discharge into the receiving water. Surface runoff shall not be directed to the WWTP. The stormwater collection system within the WWTP site and discharge point shall be proposed by the Tenderer.

	removal step kindly advise whether it would be acceptable to return these surface waters to the inlet works and treat them together with the other wastewaters in the grit and grease removal chamber. If this solution is not considered acceptable, and taking into account the embankment surrounding the WWTP, an additional pumping station would be required to enable discharge of this water downstream of the oil separator. In this case, kindly advise the required discharge point for this water and confirm that this additional pumping station shall not be included in the OPEX guarantees.	The electricity consumption of the stormwater pumps shall not be taken into account when calculating the annual operational costs.
8.	Reference is made to the Clarification set nr. 2 and Question nr. 30 It is confirmed that panels supplying critical consumers shall be of the draw-out type. In the technical specifications, Form 4b internal separation is defined for LV switchgear. Kindly confirm whether Form 4b separation is also mandatory for all MCCs. Please note that this level of separation is not usually applied for MCCs in WWTP projects and will result in an significant and unnecessary increase in implementation costs.	Regarding internal separation Form 4b, only the main LV distribution panel shall be so constructed. Other distribution cabinets and MCCs are not required to comply with Form 4b separation, but they shall meet the following criteria with respect to withdrawable or fixed circuit breakers: When referring to low voltage draw-out type panels, it would mean that the panel is constructively designed for the installation of draw-out switches, but that does not mean that all switches should be draw-out type. Depending on the function of the section, draw-out switches are typically installed in the incomer/bus coupler section, in the process consumers section (critical consumers: blowers, main pumps, sludge pumps, decanters, mixers…) and for all other consumers (dosing pumps, heaters, ventilation, lighting, sockets, other small consumers…). According to currents, mainly switches rated from 250A and above are draw-out type, and those rated up to 125A are of fixed type.
9.	All inquiries are related to the sewers undergoing rehabilitation under Schedule 5 as follows: Schedule 5 - Provisional Sum – Section	The detailed scope of the rehabilitation works cannot be determined until the CCTV investigations included in the Scope of this Contract have been completed. The general scope of activities related to the

	3.2: Rehabilitation of Sewers from VOLUME 4.2.2 — SUMMARY 1. Can we get a shot of the pipes available for review? 2. Do you have data regarding the number of connections along the routes and their respective diameters? 3. Is there information on the presence of groundwater along these routes, and what is the exact installation depth of the pipes? 4. To what extent do the sewer routes pass under traffic roads?	rehabilitation of the selected sections of sewers, as well as their main characteristics, are included in Volume 3.2, Section 3.2.4, Part 3. For information on the use of the Provisional Sum, please refer to CA Clarifications no. 5, answer no. 36.
10.	In Particular condition, is added new sub-clause 2.6 The End Recipient and/or the Final Beneficiary: "The Employer may delegate to the End Recipient and/or the Final Beneficiary duties and powers of the Employer." a. Please clarify and specify which duties and powers Employer may delegate to the End Recipient and/or the Final Beneficiary, and b. Please clarify the meaning of the term "Final Beneficiary", since it is mentioned in many sub-clauses in Particular Conditions, but not defined.	The future Contractor will be in due time notified of the duties and powers, if any, delegated by the Employer to the End Recipient and/or the Final Beneficiary. The End Beneficiary shall be the Investor, in accordance with the definitions provided in the Particular Conditions of Contract, Sub-Clause 1.1.2.13 and shall assume all responsibilities assigned to the End Beneficiary/Investor elsewhere in the Tender Dossier. Whenever referring to "Final Beneficiary", the Particular Conditions and other tender documents refer to the "End Beneficiary/Investor".
11.	In Particular conditions sub-clause 3.1 is amended as follows: "The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions: a) Sub-Clause 3.2: Delegation of authority b) Sub-Clause 3.5: Agreeing or determining any matter, which will increase the Contract Price; c) Sub-Clause 4.4: Giving consent to a	a. Sub-Clause 3.1 of the Particular Conditions of Contract remains unchanged. b. According to the Sub-Clause 3.1 of the Particular Conditions of Contract, "*The Engineer shall obtain the specific approval of the Employer"*.

	Subcontractor for a subcontract for which a different subcontractor is maned in the Works Contract; d) Sub-Clause 8.4: Agreeing or determining an extension of the Time for Completion; e) Sub-Clause 8.8: Suspension of Work, f) Sub-Clause 10.1 Issuing the Works Taking Over Certificate g) Sub-Clause 11.9 Issuing the Works Performance Certificate h) Clause 13: Instructing a Variation which is expected to increase the Contract Price or in any substantial way change the scope, character or quality of the Works. i) Sub-Clause 13.5: Giving instructions for the use of the provisional sums. j) As per Sub-Clause 20.1, agreeing or determining for any matter, which will prolong the Extension of Time for Completion and/or change the Contract Price." a. Sub-Clause 3.1 SCC stipulates that Engineer must obtain prior approval of the Employer before carrying particular duties, precisely defined from a) to k). This change is directly in collision with the SC 3.5, which stipulates that Engineer has to act fair and neutrally when dealing with Claims. With introduction of the prior approval by the Employer when it comes to SC 3.5, Contractor is denied a right to have fair and neutral determination under the Contract. We are kindly asking Employer to remove restrictions imposed to the Engineer through the PCC (especially in restrictions related to Sub-Clause 3.5) and keep original GCC wording of SC 3.1. b. Please clarify from who the Engineer will seek and obtain specific approval	

	and who should give such approval for each of the mentioned cases: the Employer, the Final Beneficiary and/or the End Recipient in relation to sub-clause 3.1. Engineer's Duties and Authority of the Particular Conditions?	
12.	In Volume 1, Section 1, Instructions to Tenderers under sub-clause 26.3 is written: "The performance guarantee referred to in the general conditions is set at 10 % of the amount of the contract and must be presented in the form specified in the annex to the tender dossier, except where it takes the form of a certified cheque or a cash deposit. It will be released in accordance with the special conditions." Please clarify, 10% of which "amount of the contract" from the Summary table (in Volume 4.2.2)?	Please refer to the Appendix to Tender and the Particular Conditions of Contract, Sub-Clause 4.1. The Performance Security, i.e. the Performance Guarantee shall be ten percent (10%) of the Accepted Contract Amount and in Euro.
13.	Reference is made to the Volume 3.2, Section 3.2.2.11 Flood Protection and Effluent Discharge. Kindly advise whether it would be acceptable to increase the WWTP plateau level up to the level of the embankment perimeter. In case the increase of the plateau level is acceptable, please also advise whether the construction of a clay core would be mandatory, considering that there would be no risk of water infiltration through the embankment body. Furthermore, kindly advise whether the construction of a service road would be mandatory in this case, given that the WWTP plateau would be easily accessible.	It is up to the Tenderer to propose the final plateau elevation, as part of the design solution under the Employer's Requirements taking into account the minimum Requirements. Regarding the embankment and the WWTP elevation, the Tenderer may refer to Volume 3.2, Section 3.2.2.11, Table 3.2.2-2. The minimum requirements for the design and construction of the embankment, including the service road are provided in the same Section.
14.	Article 14 "Contract Price and Payment" of the Particular Conditions of Contract states : • The Contractor is exempted from VAT and from import duties and import	The Contractor shall be exempted from VAT and from import duties and import taxes levied on import on Contract items of Goods upon presented documentary evidence pursuant to Sub-Clause 14.1,

	taxes levied on import on Contract items of Goods into the Country in accordance with Serbian Law concerning the Fiscal Code. Article 2 "Financing " of Volume 1 section 1 – Instructions to Tenderers states: • The project is co-financed by the European Union, in accordance with the rules of the Regulation (EU) 2021/1529 of the European Parliament and of the Council establishing an Instrument for Pre-accession Assistance (IPA III) and the Regulation (EU) No 2018/1046. • The project is co-financed by the Republic of Serbia Article 2 "Contract value" of Volume 2 section 1 – Contract Form – Works Contract – Main conditions states : • VAT will be paid in compliance with the binding regulations, national law and international agreements concerning the execution of the project. VAT and other taxes shall not be paid on the funds originating from EU funds Please, confirm the following points : • The contractor is exempted from VAT and from import duties on all equipment and services (design, commissioning, ..) due under the contract, including all equipment, works and services supplied by subcontractors, • The Contractor is exempted of VAT on the total value of the contract even if this amount exceeds the amount co-financed by the European Union. If not, please inform us of the EU financing component.	paragraph II). Due to the fact that the period of works in Serbia exceeds 6 months, in accordance with Serbian Law, the Contractor is liable to set up a Permanent Residence in Serbia and to pay a profit tax for the profit achieved within this project. For additional information regarding Tax Exemption, please refer to http://www.cfcu.gov.rs/tag.php?tag=tax .
15.	VOLUME 3 EMPLOYER`S REQUIREMENTS Section 2 - Particular Design & Process Requirements Chapter 3.2.2.25.6 Return & excess sludge pumping station The ER states: „The Pumping Station	The Return & excess sludge pumping station shall be provided with a common sump, receiving flow via inverted siphon pipes from each individual FST. Flowmeters may be installed on the discharge side of the Return & excess sludge pumps.

	shall comprise a common pump sump, which shall be fed by inverted siphon pipes from the individual FST's. Each feeder pipe shall be provided with a magnetic inductive flow measurement device (EFM) with remote control and transmission to the central operation control of the plant for process supervision." Please clarify whether a technical solution with a common feeding pipe for the entire FST towards the pumping station would be acceptable (as is usual on many similar Plants). In that case, flow measurement would be installed on the pipes downstream of the return and excess sludge pumps.	
16.	VOLUME 3 EMPLOYER`S REQUIREMENTS Section 2 - Particular Design & Process Requirements Chapter 3.2.2.25.4 Blower Station It is stated that the Blower Station structure shall be designed and constructed for the Phase II but equipment shall be installed for Phase I only. The location of the blowers shall be as close as possible to the aeration basins to reduce pipe lengths. Therefore, the structure shall be designed and constructed for the Phase II but equipment shall be installed for Phase I only. No reference is made to the pipes. Since minimisation of the pipe lengths is mentioned and no other conditions are given, the pipe between the Blower Station and the Activated Sludge Tanks (AST) can be a single one. Please clarify whether this common pipe needs to be designed and constructed for the Phase II but equipment shall be installed for Phase I only?	Air distribution pipework shall be designed by the Tenderer in accordance with the provisions of Volume 3.4 Technical Specifications for Mechanical Works, Section 3.4.20.1 and the air demand variations for Phase I and Phase II as defined in the Tenderer's Process Design.
17.	VOLUME 3 EMPLOYER`S REQUIREMENTS Section 2 - Particular Design & Process Requirements	Please refer to Change to Tender Dossier (Change Notice) No. 1. Excess Sludge (ES) shall be intermittently discharged from the RAS and ES pumping station by ES pumps

	Chapter 3.2.2.29 Excess Sludge Thickening/ Storage It is stated that "The ES storage tanks shall be provided with agitators for intermittent operation as well as height adjustable supernatant discharge device." The storage/buffer tank is only used for buffering the discrepancy between the excess sludge removal from the AST (daily on regular intervals) and the working time of the excess sludge thickening. The tank is equipped with agitators to ensure homogenisation of the content and prevent sedimentation of sludge and as a result has no thickening function; therefore, no supernatant is produced in the tank. We request the requirement "as well as height adjustable supernatant discharge device" to be delated from the paragraph to avoid confusion.	to the mechanical thickening facilities during the operational time. Therefore, no excess sludge storage tank is required.
18.	Contract Notice 5.1.12 Terms of procurement The second set of clarifications have been published on January 29; however, most of those requests for clarifications have been sent already in December, which means that the Contracting Authority has a delay of more than 1 month in answering the questions. We are still waiting for answers to numerous requests for clarifications which are important for completing the offers. Therefore, we encourage the Contracting Authority to speed up the clarification process. Furthermore, we would like to point out that the deadline for requesting any additional information from the Contracting Authority is 12 February 2026. It is highly unusual that deadline for clarifications closes so early and before a substantial number of clarifications have been provided. Please consider extending the appropriate Tender deadlines if the clarifications	The new deadline for submitting tenders is 19 March 2026, 12:00 CET. Please refer to Change to Contract Notice no.2 and Change to Tender Dossier no.3. Please regularly check the F&T Portal at https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/home and CFCU website at http://www.cfcu.gov.rs/tenderi.php.

	cannot be provided on time.	
19.	Reference is made to VOLUME 4.2.3 — BREAKDOWN OF THE LUMP-SUM PRICE, Schedule 2 –Breakdown of the lump-sum price for Section 1: WWTP Prelići, Item 2.1.40 Inter-process pipework including manholes, chambers Kindly submit the necessary detail technical specification, including technical data, for inter-process pipework material, that should be installed between WWTP buildings.	Inter-process pipework means piping connections between process treatment facilities within the water, sludge, and biogas treatment lines. The Technical Specifications for various types of pipes are included in Volume 3, Section 3 –Technical Specification for Civil Works. Unless otherwise specifically required in Volume 3, Section 2 – Particular Design & Process Requirements, the pipework between process facilities shall be designed by the Tenderer.
20.	The Bidder respectfully requests the Employer to clarify the intent and legal effect of the proposed wording in Sub-Clause 13.8 of the PCC, in particular the sentence: "The cumulative value of adjustment in costs calculated according to the formula shall be capped at 10% of the Contract Price." In this regard, the Bidder notes that the above-quoted sentence raises the following issues which require clarification: 1. It remains unclear how the proposed cap of 10% is intended to operate in relation to the statutory price adjustment mechanisms provided under the applicable Law on Contracts and Torts. In particular, in event the adjustment calculated under the contractual sliding-scale formula reaches the threshold of 10% of the Contract Price, it is uncertain whether the Contractor would thereafter be deprived of any further legal means to adjust the Contract Price due to continued or additional increases in costs. 2. Consequently, the Bidder seeks clarification as to whether the	Sub-Clause 13.8 of the Particular Conditions of Contract foresees revision of price i.e. adjustments for changes in Cost as well as price adjustment formula. Further, pursuant to cited provisions, regardless of the formula result, the maximum price correction is limited to 10% of the original Contract price. Therefore, the Contract clearly prescribes conditions and methodology for revision of price. In that respect and as reply to raised questions please note: 1. Article 637 of Law on obligations applies only in case where the price is agreed as fixed sum and the contract excludes the revision of price. Since this Contract foresees the adjustment for changes in cost, Article 637 does not apply while the 10% cap remains applicable. However, the contractor is always allowed to use other entitlements foreseen by the Law on obligations if all statutory requirements are met. 2. By prescribing the adjustment to the changes of costs, including applicable methodology for revision and maximum cap, the Contract fairly allocates the economic risk i.e. distributes the risk of fluctuations between the parties, as intended by the Employer. In addition, please note that the provisions of Article 637

	contractual intention of the Employer is to exclude or derogate from the application of the mandatory or dispositive provisions of the Law on Contracts and Torts governing price adjustment due to increased costs, once the contractual cap is reached. 3. The Bidder further notes that the sliding-scale price adjustment mechanism expressly permitted under the Law on Contracts and Torts does not provide for any quantitative limitation, as follows: Article 397 *In contracts whereby one party undertakes to manufacture and deliver certain items, it is permissible to agree that the price shall depend on the prices of materials, labor, and other elements influencing the level of production costs, at a specific time on a specific market.* In light of the above, and in order to avoid ambiguity regarding the interaction between the contractual provisions and the applicable law, the Bidder kindly suggests that the Employer consider excluding the following sentence from proposed Sub-Clause 13.8 of PCC: "The cumulative value of adjustment in costs calculated according to the formula shall be capped at 10% of the Contract Price." The Bidder would appreciate the Employer's clarification on the above in order to properly assess the pricing and risk allocation under the Contract.	of Law on obligations are mandatory only in cases where the price is fixed and the revision of price is not contractually allowed, as explained in point 1. 3. The applicable Law on obligations allows an agreement on revision of price and does not prohibit limiting price adjustment through a contractual cap. Prescribed solution, as already stated, fairly allocates the economic risk between the parties and is in accordance with principle of freedom of the contract (autonomy of will). Prescribed maximum cap is also not prohibited by the cited Article 397. For all reasons stated above, the provisions of Sub-Clause 13.8 of the Particular Conditions of Contract remain unchanged.
21.	VOLUME 3.2, 3.2.2.37 — Odour control facilities Odour control facilities	Odour control covers installed over wastewater treatment structures shall be constructed from Glass Reinforced Plastic

	The areas considered as the principal odour sources that must be provided with odour treatment are as follows: Screens building, Aerated grit chamber, Septic sludge receiving facility, Gravity thickeners of primary and digested sludge, Sludge mechanical thickening and dewatering building. Could the Contracting Authority please clarify if the covers on these objects have to be GRP, which is very expensive and procured externally? Furthermore, would the use of polycarbonate (e.g., Lexan) be considered an acceptable technical equivalent for these objects?	(GRP), specifically designed for corrosive wastewater environments and manufactured with integral UV resistance suitable for prolonged outdoor exposure. Covers shall incorporate hinged access hatches for routine inspection and maintenance, removable panels to facilitate removal and replacement of mechanical and electrical equipment, appropriate structural reinforcement to withstand site loading conditions. Polycarbonate covers shall not be allowed.
22.	Contract Notice 5.1.12 Terms of procurement With reference to the tender "Construction Works for Wastewater Collection and Treatment System in the City of Čačak" with publication reference ECENEST/BEG/2025/EA-OP/0094, we kindly refer to our requests for clarifications submitted to the Contracting Authority on 9 January 2026, 28 January 2026 and 12 February 2026. We note that a number of the issues raised in the above mentioned clarification requests have not yet been addressed in Clarifications No. 1 (Q&A), Clarifications No. 2 (Q&A) or Clarifications No. 3 (Q&A). In accordance with good procurement practice and the principles of transparency and equal treatment of tenderers, the timely availability of complete and comprehensive clarifications is essential to enable economic operators to prepare tenders that are fully compliant, technically sound and comparable.	Please refer to answer no.18. Please bear in mind that the Contracting Authority cannot respond to tenderers immediately and separately. The Contracting Authority shall publish clarifications as soon as it is possible and in any case within the deadlines given in the tender documentation. Please regularly check the F&T Portal at https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/home and CFCU website at http://www.cfcu.gov.rs/tenderi.php.

	We would therefore respectfully request the Contracting Authority to provide responses to the outstanding clarification requests at its earliest convenience. Furthermore, should the outstanding clarifications not be issued sufficiently in advance of the current submission deadline, we kindly ask the Contracting Authority to consider an appropriate extension of the tender submission deadline, in order to allow tenderers adequate time to duly reflect such clarifications in their tenders.	
23.	Reference is made to Volume 4, Schedule 4.2.6.1. Guaranteed Energy Consumption Costs. Please confirm whether access road lighting should be included in the calculation of guaranteed electricity consumption under item 5 – External and road lighting.	Confirmed. Access road and lighting should be included in the calculation of guaranteed electricity consumption, in accordance with Volume 4, Schedule 4.2.6.1.
24.	VOLUME 3 EMPLOYER`S REQUIREMENTS Section 2 - Particular Design & Process Requirements Chapter 3.2.2.18 According to chapter 3.2.2.18 a stand-by generator needs to be supplied and installed. Please clarify how the generator needs to be sized/dimensioned. As a minimum which WWTP equipment and/or processes need to remain in operation in the event of a power shortage?	The diesel generator shall be sized to cover the full demand of priority (process-related) consumers and the required general consumers. As a minimum, the diesel generator shall provide power supply to the following critical process consumers in simultaneous operation: main pumps (inlet pumping station, sludge recirculation pumps, excess sludge pumps), aeration blowers, mixers, mechanical treatment equipment (screens, compactors, conveyors, decanters), ventilation of critical spaces (pumping stations, blower and electrical rooms), firefighting equipment, UPS, emergency lighting.
25.	Is it acceptable to Contracting Authority, for offer submited on behalf of consortium to be signed by member of consortium, who has a power of attorney form leader of consortium to sign complete offer? Leader of consortum would sign just forms needed to be signed by each member of consortium separately according to tender dossier.	Yes, it is acceptable. When the offer is submitted on behalf of consortium it can be be signed by member of consortium, who has a power of attorney form leader of consortium to sign complete offer. The tender must be signed on behalf of the tenderer/joint venture/consortium by a person or persons duly authorised to do so, empowered by power of attorney submitted

		in accordance with Form 4.3 in Volume 1, Section 4 of the tender dossier (ref. ITT Clause 11.1.2). The relevant pages of the documents specified in ITT Clause 12 must be signed as indicated.
26.	Related to the defined tender guarantee to be issued in order to support the tender process, we would like to ask you a question related to the defined amount of EUR 500.000. Namely, should the guarantee be denominated in EUR – meaning that it is the clear foreign currency guarantee, or it should be stated that it is EUR 500.000 but denominated in local currency by using middle exchange rate – meaning that it is the local currency guarantee with fx clause?	The Tender Guarantee shall be provided in accordance with in the currency stated in Volume 1, Section 1, ITT, Clause 15. The currency of the Tender is EUR.