



Republic of Serbia
MINISTRY OF FINANCE
Department for Contracting and
Financing of EU Funded
Programmes
(CFCU)

06/03/2026, Belgrade

CONTRACTING AUTHORITY'S CLARIFICATIONS no. 5

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.	<p>In order to prepare adequate and competitive bids for the tender EC-ENEST/BEG/2025/EA-OP/0094 – Construction Works for Wastewater Collection and Treatment System in the City of Čačak, we kindly request an extension of the current submission deadline by three weeks.</p> <p>Our request is based on the following reasons:</p> <ul style="list-style-type: none">• Complexity of Requirements: The scope of this procurement and its technical requirements are highly complex and extensive, reaching the level of an Preliminary Design (IDP).• Holiday Period Impact: A significant portion of the preparation period coincided with Christmas and New Year holidays, both domestically and internationally. This has hindered our ability to obtain timely quotations for equipment and materials, which constitute a substantial part of the offer.• Site Visit Constraints: Due to adverse weather conditions during the organized site visit, we were unable to	<p>Deadline for submission of tenders was extended to 19 March 2026.</p> <p>Please refer to Change to Contract Notice no.2 and Change to Tender Dossier no.3 published in 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.</p>

	<p>fully assess and gain a precise insight into the field conditions, further complicating the preparation of an accurate proposal within the original timeframe.</p> <p>We trust you will understand that this extension is necessary to ensure the quality and competitiveness of the submissions.</p> <p>Thank you in advance for your consideration.</p>	
2.	<p>In Volume 4.2.3, Schedule 1 (General Items), Position 1.11 is defined as: “Preparation of design documentation for rehabilitation of sewers (Conceptual Design, Design for Building Permit, Design for Construction, As-Built Drawings) in accordance with the Law on Planning and Construction.” Considering that the preparation of design documentation for rehabilitation of sewers is already included in Schedule 4, Section 3.1 – Cleaning, CCTV inspection and preparation of designs for rehabilitation of sewers, kindly clarify whether Position 1.11 represents a duplication of scope, or if these two items refer to different services.</p>	<p>If a lumpsum price for the preparation of design documentation for rehabilitation of sewers detailed under position 1.11 has already been included in Schedule 4 - Section 3.1: Cleaning, CCTV inspection and preparation of designs for rehabilitation of Sewers, under position 4.3, it shall not be repeated under position 1.11.</p>
3.	<p>In Volume 4.2.3, Schedule 1 (General Items), Position 1.16 is defined as: “As-Built Drawings bi-lingual English–Serbian – Sewage Pumping Stations.” Considering that as-built drawings for sewage pumping stations are already included under Positions 3.1.1, 3.2.1, and 3.3.1, kindly clarify whether Position 1.16 represents a duplication of scope, or if these items refer to different services.</p>	<p>If a lump sum price for the preparation of as-built designs for Sewage Pumping Stations detailed under position 1.16 has already been included in Schedules 3.1, 3.2 and 3.3it shall not be repeated under position 1.16.</p>
4.	<p>Bearing in mind the fact that, according to the proposed technical solution, almost all facilities on the treatment plant are founded in gravel, as well as protecting the perimeter embankment, which will cause huge costs for the drainage-pumping of underground water</p>	<p>Changing the planning documentation is a long and time-consuming process. Therefore, such changes are not considered. The Contractor shall prepare its technical documentation based on the available planning documentation and the Employer’s Requirements.</p>

	from the foundation pits, our question is whether there is a possibility of changing the planning documentation in terms of defining the new elevation of the plateau, in order to reduce the huge costs of drainage of the foundation pits.	
5.	<p>Odour control facilities:</p> <ul style="list-style-type: none"> •Screens building, •Aerated grit chamber, •Septic sludge receiving facility, •Gravity thickeners of primary and digested sludge, •Sludge mechanical thickening and dewatering building. <p>Can you give us a detailed description and drawing of the covers for these objects?</p>	The technical solution for extraction of odorous gases, conveyance and treatment at the odour treatment facility shall be proposed by the Tenderer.
6.	<p>Project 3.3 Access road to WWTP Atenica river regulation drawings – on the section views of the regulated profile of the river Atenica stands at an elevation of 230.6 meters above sea level -main flood embankment on river “Zapadna Morava” and from the side you can see that the elevation is 233.65 m above sea level. Is this a mistake and what is the actual elevation?</p>	<p>With regard to the elevation of the main flood embankment on the Zapadna Morava River, reference shall be made to the Y-axis reading on the drawing, according to which the elevation is 233.65 m a.s.l.</p> <p>This is consistent with the topographical plot presented in drawing no.2 Layout of regulated section of the river Atenica in the bridge zone.</p> <p>The elevation of 230.6 m a.s.l shown on the Drawings titled <i>Section views of the regulated profile of the river Atenica</i> shall be disregarded.</p>
7.	<p>“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.</p> <p>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”</p>	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.
8.	In Volume 3 Employer’s Requirements, Section 2 – Particular design & Process	i. The Contractor shall undertake all necessary investigation works and

<p>Requirements, chapter 3.2.2.10.1 <i>Temporary access road chainage 0+240 to 0+575</i> is written the following: <i>"In order to enable access to heavy construction machinery to the WWTP site, the Contractor shall remove surface soil with low bearing capacity in thickness of up to 1.5 m. Excavated material shall be distributed to the transfer station and taken over by the End Beneficiary."</i> <i>"Upon approval of the Contractor's method statement for execution of works by the Engineer a trial section of 50 m in length shall be executed. The Contractor may proceed with construction of the temporary access road after written approval of the Engineer."</i></p> <p>i. Which responsibility are the additional works in case that it is determined on the site (on trial section of 50m length) that it is necessary to extend or amend measures and scope in relation to works indicated in chapter above. Respectively, in case that after executed geotechnical and topographical investigations/surveys is established that surface soil bearing capacity thickness to be removed is more than 1.5 m, which responsibility is the difference of works indicated in ER and works to be executed? Please clarify if these additional works are the Employer's responsibility and shall be subject to variations and claims by the Contractor, as per GCC and PCC.</p> <p>ii. If answer is positive to question under i. above and Employer is responsible and will pay the Contractor for such additional works, please clarify if these works shall be paid from contingency indicated under point 8 in VOLUME 4.2.2 — SUMMARY or will be subject of the formal Addendum to the Contract?</p>	<p>surveys required for the preparation of the design documentation and execution of the works. In the event that geotechnical and topographical investigations/ surveys identify a thicker surface layer of low bearing capacity, than stated in the Employer's Requirements, the Contractor may proceed in accordance with Sub-Clause 20.1 of the FIDIC General Conditions of Contract. Please mind that the subject to claim shall only be event which is Unforeseeable according to the Clause 1.1.6.8, Clause 1.8 as well as Clause 4.12 of the General Conditions.</p> <p>ii. An approved Contractor's Claim based on Clause 4.12 of the General Conditions may be paid from contingency without a Contract Addendum, unless it necessitates an increase of the Contract Price beyond the amount contractually approved.</p>
<p>9. In Volume 3.1. in chapter Geotechnical</p>	<p>The documentation included in Volume 5 is</p>

	<p>Investigations is stated: “The available geotechnical investigations either at or in the vicinity of the site are included in Volume 5.”</p> <p>Please clarify if geotechnical investigations/reports provided by Employer within the tender documents shall be included in the documents forming the Contract listed in sub-clause 1.5. Priority of Documents under point: “(h) any other documents forming part of the Contract including LEF, BAF and the templates for various guarantees (pre-financing, performance, retention)”, or else.</p> <div style="border: 1px solid black; padding: 5px;"> <p>Priority of Documents <i>The Sub-Clause shall be deleted and replaced by the following:</i> The documents forming the Contract are to be taken as mutually explanatory of one another. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:</p> <p>(a) the Main Conditions, (b) the Tender Form and Appendix to Tender, (c) the Particular Conditions, (d) the General Conditions of Contract (FIDIC 1999, Yellow Book), (e) the Employer's Requirements, including clarifications during tender preparation process, (f) the Schedules (after arithmetical corrections), (g) the Contractor's Proposal including clarifications during evaluation stage, (h) any other documents forming part of the Contract including LEF, BAF and the templates for various guarantees (pre-financing, performance, retention).</p> <p>If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.</p> </div>	<p>provided for information purposes only. The Contractor shall undertake all additional investigation works and surveys as required for the preparation of the designs and execution of the Works.</p>
<p>10.</p>	<p>Please clarify if all documents, projects, drawings etc. provided by the Employer within the Volume 5 of the tender documents shall be included in the documents forming the Contract as per sub-clause 1.5. Priority of Documents of the Particular conditions.</p>	<p>The documentation enclosed in Volume 5 is provided for information only and shall not be included in the documents forming the Contract.</p>
<p>11.</p>	<p>In sub-clause 1.5 Priority of documents of the Particular conditions (PCC) is stated:</p> <p>i. Please clarify what is the meaning of the LEF and BAF under point (h)?</p> <p>ii. Clarification during tender preparation process and during evaluation stage are listed under points (e.) respectively (g.). We suggest Employer that both clarifications should have higher priority level with relation to PCC s/c 1.5.</p>	<p>i. LEF is an abbreviation for “Legal Entity Form”, and BAF is an abbreviation for “Bank Account Form”. In these Tender Documents, both are referred to as the “Identification Form”, as included in Volume 1, Section 4.</p> <p>ii. There will be no changes to the Particular Conditions of Contract. The priority of documents shall apply as defined in Sub-Clause 1.5 of the Particular Conditions of Contract.</p>
<p>12.</p>	<p>With reference to the access road section from chainage 0+240 to 0+575, the Technical Specification requirement for</p>	<p>The Geotechnical Study included in Volume 5 is provided for information purposes only. The Contractor is responsible for</p>

	excavation of weak surface material up to 1.50 m, and the geotechnical investigations indicating communal waste extending to approximately 8 m depth, does the Bidder understand correctly that the disclosed investigations define the foreseeable subsurface conditions for tender and design purposes, and that any materially different ground conditions encountered below the investigated depth may necessitate a reassessment of the adopted design solution?	undertaking all necessary investigations and surveys required for the preparation of design documentation and the execution of the Works. In the event of substantial deviations from the Technical Specifications provided in these Tender Documents, the Contractor may proceed in accordance with Sub-Clause 20.1 of the FIDIC General Conditions of Contract.
13.	Considering that a new design and Construction Permit are required for the WWTP access road, please confirm whether works identified during the preparation of the updated design that extend beyond the 1.50 m excavation depth stated in the Technical Specification are intended to be treated as additional to the originally defined scope.	Please refer to Answers no. 8 and no.12.
14.	Please clarify the intended contractual treatment in the event that, following construction of the WWTP access road in accordance with the Technical Specification and approved documentation, consolidation or settlement occurs necessitating additional works.	It is the Contractor's responsibility to undertake all additional Investigation works and surveys and to prepare design documentation and execute the Works in accordance with results thereof. Any consequence arising from insufficient investigation works shall be considered as Contractor's responsibility.
15.	With reference to the Technical Specification requirement stating that special attention shall be paid to the excavation of surface material on the landfill body in order to prevent damage to the cover liner or dispersion of deposited waste, and considering that Boreholes Bh-11 and Bh-12 indicate fill material overlying municipal waste to a depth of approximately 0.5 m, while Exploratory Pits IJ-5 and IJ-6 indicate fill material to depths of approximately 0.8 m and 1.4 m respectively, does the Bidder understand correctly that the above-described fill material represents	Within the area of the recultivation zone I, the cover layers are comprised of inert material and earth, with humus layer at the top. For information regarding the depth and characteristics of the cover liner, please refer to Volume 5.2, 2. Assess road to WWTP, 2.3 Sanacija smetlista Prelici, document available in Serbian language only. As stated in Employers requirements (Section 2 - Particular Design & Process Requirements) – "In order to enable access to heavy construction machinery to the WWTP site, the Contractor shall remove surface soil with low bearing capacity in thickness of up to 1.5 m". Accordingly,

	<p>the “cover liner” referred to in the Technical Specification? If this understanding is correct, please clarify how the requirement to protect the cover liner is intended to be implemented in practice during excavation up to 1.5 m. If not, please specify the depth and nature of the cover liner to which the Technical Specification refers.</p>	<p>obligation of Contractor is to remove the surface soil up to 1.5m or to the level of cover liner, if cover liner is encountered at a depth less than 1.5m. The Contractor shall carry out additional geotechnical investigations as required for the preparation of the design documentation and the construction of the access road.</p>
<p>16.</p>	<p>In Volume 3 Section 2 – Particular Design & Process Requirements, Section 3.2.2.32 Anaerobic Mesophilic Digestion is stated that „The digester can be built either as a reinforced concrete structure or as a steel structure with segmented glass enamelled steel plates and stainless-steel roof on concrete foundation. The roof of stainless-steel sheets, shall be a self -supporting construction, including a flange for mixer installation in the centre, inspection manhole, gas dome, foam fighting installations and flame arrester.“In Volume 3, Section 4 Technical specifications for Mechanical Works, Clause 3.4.24.2 General Requirements is stated that „The Contractor is to propose the construction material for the digester tank and the design must be in accordance with the requirements detailed hereafter.” In the clause 3.4.24.3 Digester Tank Shape and Material is stated that „Digester can be from concrete or steel construction as described in Section 3.3.“. In section 3.3 Clause 3.3.21.4 Glass-fused-to-steel Panel Tank with Bolted Joints has been given detailed requirement for erection of glass enamelled bolted tanks. Please confirm that digesters as a whole can be built as glass enamelled, bolted steel tanks.</p>	<p>Please refer to Volume 3.2, Section 3.2.2.32, Table 3.2.2-24: The anaerobic Digester may be built as a reinforced concrete structure or as a glass enamelled still bolted tanks, as proposed by the Tenderer.</p>
<p>17.</p>	<p>Volume 3.5, section 3.4.25.1 Requirements for digester mixing system</p>	<p>The Tenderer shall submit the technical data sheet for the anaerobic digester mixing unit, along with the manufacturer’s presentation</p>

	<p>The tender requirement states that mixing CFD or physical model studies for the proposed mixing system must be included in the tender offer if a particular supplier is offered.</p> <p>We kindly request clarification whether this requirement implies that the CFD / physical model study must be mandatory at the tender stage, although this is not common practice, or whether it refers to the submission of such studies during project execution, as part of the equipment approval process.</p>	<p>of Computational Fluid Dynamics (CFD) analysis demonstrating mixing performance in comparable digester configurations.</p>
<p>18.</p>	<p>Reference is made to Volume 4.2, section 4.2.6.1 Guaranteed Energy Consumption Costs</p> <p>Please clarify whether the electrical consumption of the stormwater pumping station and the effluent pumping station shall be considered in the calculation of the guaranteed electrical consumption. Should these pumping stations be included in the OPEX calculation, kindly specify the operating hours to be applied.</p>	<p>The electricity consumption of the stormwater pumping station shall not be taken into account in the guaranteed annual consumption.</p>
<p>19.</p>	<p>We kindly request a two-week extension of the tender submission deadline, as responses to clarification questions submitted in early December are still pending. Furthermore, the submission deadline coincides with two consecutive public holidays in Serbia, which significantly constrains the final preparation of the tender documentation.</p>	<p>Please refer to Answer no. 1</p>
<p>20.</p>	<p>In order to prepare adequate and competitive bids for the tender EC-ENEST/BEG/2025/EA-OP/0094 – Construction Works for Wastewater Collection and Treatment System in the City of Čačak, we kindly request an extension of the current submission deadline by three weeks.</p> <p>Our request is based on the following reasons:</p> <ul style="list-style-type: none"> • Complexity of Requirements: The scope of this procurement and its technical 	<p>Please refer to Answer no. 1</p>

	<p>requirements are highly complex and extensive, reaching the level of an Preliminary Design (IDP).</p> <ul style="list-style-type: none"> • Holiday Period Impact: A significant portion of the preparation period coincided with Christmas and New Year holidays, both domestically and internationally. This has hindered our ability to obtain timely quotations for equipment and materials, which constitute a substantial part of the offer. • Site Visit Constraints: Due to adverse weather conditions during the organized site visit, we were unable to fully assess and gain a precise insight into the field conditions, further complicating the preparation of an accurate proposal within the original timeframe. <p>We trust you will understand that this extension is necessary to ensure the quality and competitiveness of the submissions.</p> <p>Thank you in advance for your consideration.</p>	
21.	<p>In Volume 4.2.3, Schedule 1 (General Items), Position 1.11 is defined as: “Preparation of design documentation for rehabilitation of sewers (Conceptual Design, Design for Building Permit, Design for Construction, As-Built Drawings) in accordance with the Law on Planning and Construction.”</p> <p>Considering that the preparation of design documentation for rehabilitation of sewers is already included in Schedule 4, Section 3.1 – Cleaning, CCTV inspection and preparation of designs for rehabilitation of sewers, kindly clarify whether Position 1.11 represents a duplication of scope, or if these two items refer to different services.</p>	Please refer to Answer no. 2
22.	<p>In Volume 4.2.3, Schedule 1 (General Items), Position 1.16 is defined as: “As-Built Drawings bi-lingual English–Serbian – Sewage Pumping Stations.”</p>	Please refer to Answer no. 3

	Considering that as-built drawings for sewage pumping stations are already included under Positions 3.1.1, 3.2.1, and 3.3.1, kindly clarify whether Position 1.16 represents a duplication of scope, or if these items refer to different services.	
23.	Bearing in mind the fact that, according to the proposed technical solution, almost all facilities on the treatment plant are founded in gravel, as well as protecting the perimeter embankment, which will cause huge costs for the drainage-pumping of underground water from the foundation pits, our question is whether there is a possibility of changing the planning documentation in terms of defining the new elevation of the plateau, in order to reduce the huge costs of drainage of the foundation pits.	Please refer to Answer no. 4
24.	Odour control facilities : Screens building, Aerated grit chamber, Septic sludge receiving facility, Gravity thickeners of primary and digested sludge, Sludge mechanical thickening and dewatering building. Can you give us a detailed description and drawing of the covers for these objects?	Please refer to Answer no. 5
25.	Project 3.3 Access road to WWTP Atenica river regulation drawings – on the section views of the regulated profile of the river Atenica stands at an elevation of 230.6 meters above sea level -main flood embankment on river “Zapadna Morava” and from the side you can see that the elevation is 233.65 m above sea level. Is this a mistake and what is the actual elevation?	Please refer to Answer no. 6
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.	Please refer to Answer no. 7

	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”	
27.	<p>According to point 8.1. Instructions to tenderers, for Construction Works for Wastewater Collection and Treatment System in the City of Čačak (FIDIC Condition of Contract - Yellow Book), Publication ref. EC-ENEST/BEG/2025/EA-OP/0094, I’m sending you question concerning tender documents:</p> <p>1. At the clarification meeting, we were informed that the building permit for access road to WWTP Prelići has expired. Part of tender dossier for previous tender was design for building permit for access road to the WWTP Prelići. Could the Contracting Authority officially publish this design as part of the tender dossier for this procedure, including the copyright to it, in order to reduce the costs of its re-development and thus ensure a reduction in the price of the submitted offers?</p>	The technical solution for the access road to the WWTP shall be prepared by the Tenderer, in accordance with the Employer’s Requirements.
28.	<p>In VOLUME 3 - EMPLOYER’S REQUIREMENTS, Section 3 - Technical Specifications for Civil Works, in 3.3.8.2 Design Concrete Requirements, in Crack Control under Working Load for Water Retaining Structures is defined that “The maximum allowed crack width is 0.1 mm in the service ability limit state (structures filled with water to maximum design water level and with soil back-filled if any).”</p> <p>In parallel in 3.3.17 Coatings on Concrete Surfaces, is defined “In generally no coating shall be applied to any inside face of concrete tanks,</p>	The maximum allowed crack width is 0.1 mm. Larger cracks width is not allowed.

	<p>chambers, or manholes.”</p> <p>Can we predict in design phase and after during construction, to calculate cracks in concrete according to EN 1992-1-1 which allows slightly bigger width of cracks, but on the other hand, during construction to use hydro insulating coating on inside surfaces on water retaining concrete structures?</p>	
29.	<p>In VOLUME 3 - EMPLOYER`S REQUIREMENTS, Section 2 - Particular Design & Process Requirements, in part 3.2.2.6 Seismicity is defined “The maximum intensity earthquakes can be expected according to the seismic hazard maps for peak horizontal ground acceleration – Acc(g) and macroseismic intensity – I_{max} in units specified by the European Macroseismic Intensity Scale (EMS-98) within the return periods of 95, 475 and 975 years.“</p> <p>In a part of bid preparation this data can be used. In the moment of preparing the design for building permit Microseismic study shall be done. Data in this study can be difference from input data in bid preparation, which can make influence of material and work BoQ, which can lead to price change. Can we calculate bid by given seismic parameters and in further design development to prove BoQ changes if Microsesmic study shows different values?</p>	<p>The Tender Technical Solution shall be prepared based on the information on seismicity provided in the Tender Documents.</p> <p>In the event that the results of the Microseismic study identify substantial changes to information provided in the Employer’s Requirements, the Contractor may proceed with Sub-Clause 20.1 of the FIDIC Conditions of Contract.</p> <p>Please refer to answer no. 8</p>
30.	<p>We kindly request clarification regarding Form 4.4. included in the tender documentation (Volume 1 - Section 4 - FORM 4.4 - Financial statement)</p> <p>As set out in Form 4.4, section 4.4.2</p> <p>The form requires the submission of financial information for each of the last three years, as well as projected figures for the next two years.</p> <p>Could you please confirm the exact financial years for which the above-</p>	<p>The Tenderer shall submit audited financial statements for the last three years for which the accounts have been closed preceding the submission deadline. In case the financial year is not closed, it is acceptable to refer to financial years 2024, 2023, 2022.</p>

	<p>mentioned information is required to be provided (i.e. whether the current year is 2024, 2025, or 2026)?</p> <p>We would appreciate your clarification in order to ensure full compliance with the tender requirements.</p>	
31.	<p>According to point 8.1. Instructions to tenderers, for Construction Works for Wastewater Collection and Treatment System in the City of Čačak (FIDIC Condition of Contract - Yellow Book), Publication ref. EC-ENEST/BEG/2025/EA-OP/0094, I'm sending you question concerning tender documents:</p> <p>In Volume 3.2, Chapter 3.5.11, it is stated: "A standby generator shall be provided for maintaining emergency power to facility critical process components."</p> <p>Could you please clarify which specific WWTP facilities are considered critical process components? This is not clearly specified in the tender documentation. We are particularly interested in sludge treatment and biogas/gas handling facilities.</p>	<p>The diesel generator shall be sized to cover the full demand of priority (process-related) consumers and the required general consumers.</p> <p>As a minimum, the diesel generator shall provide power supply to the following critical process consumers in simultaneous operation:</p> <p>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.</p>
32.	<p>Please find attached XY's question set no.2 regarding the tender "Construction Works for Wastewater Collection and Treatment System in the City of Čačak". We would appreciate it if you provide clarifications at your earliest convenience and confirm the receipt of this email.</p>	<p>The email received without any attachment. It is tenderers' responsibility to submit questions properly and as indicated in the tender documentation. The Contracting Authority cannot immediately and separately respond to tenderers confirming the reception of emails and/or questions.</p>
33.	<p>Contract Notice –5.1.12 Terms of procurement</p> <p>We respectfully request an extension of the deadline for submission of bids. Although the tender was published prior to the holiday season, the bid preparation period covers a significant portion of the Christmas and New Year holidays, during which many companies in Europe and in the Republic of Serbia operate with reduced capacity or are officially</p>	<p>Please refer to Answer no. 1</p>

	<p>closed for at least two weeks. During this period, the availability of key technical, commercial, and financial personnel, as well as subcontractors and equipment suppliers, is limited.</p> <p>In view of the complexity and internal interdependencies of the Employer's Requirements, in particular those related to the inlet works hydraulic concept, overflow arrangements, and stormwater handling as described in Chapter 3.2.2.22 and its subchapters, and considering that the responses to the above clarification requests may materially influence the technical design and cost structure of the tender, the Contractor kindly requests the Employer to consider postponing the tender submission deadline by a period of three (3) weeks.</p> <p>This extension would allow tenderers to adequately reflect the Employer's clarifications in their technical and financial proposals and to ensure submission of compliant, technically robust and optimized tenders.</p>	
<p>34.</p>	<p>VOLUME 3 EMPLOYER'S REQUIREMENTS Section 2 - Particular Design & Process Requirements Chapter 3.2.2.34 - Secondary Sludge Thickener / Buffer Tank</p> <p>Please clarify whether the provision of a Secondary Sludge Thickener / Buffer Tank as described in Section 3.2.2.34 of Employer's Requirements is a mandatory process step, or whether the Employer would accept alternative sludge line configurations in which the required dry matter content of the dewatered sludge is achieved without a separate secondary sludge thickening stage, provided that all other requirements of the Employer's Requirements are fully met, including primary thickening (mechanical for</p>	<p>Secondary Sludge Thickener / Buffer Tank shall be designed and constructed in accordance with the Employer's Requirements, Volume 3.2 Section 3.2.2.34. No alternative solution will be accepted.</p>

	<p>excess sludge and gravitational for sludge from primary clarifiers), process performance, operational stability, redundancy, and guaranteed operational costs.</p>	
<p>35.</p>	<p>VOLUME 3 EMPLOYER`S REQUIREMENTS Section 2 – Particular Design & Process Requirements Chapter 3.2.2.22 – Preliminary / Inlet Works (incl. 3.2.2.22.1 and 3.2.2.22.6)</p> <p>With reference to Chapter 3.2.2.22 and its subchapters, including Sections 3.2.2.22.1 (Flow Diversion Chamber) and 3.2.2.22.6 (Stormwater Pumping Station), the Contractor respectfully requests clarification of the intended hydraulic concept for handling wet-weather flows.</p> <p>a) Section 3.2.2.22.1 describes the joining of the two existing DN1200 collectors into a single inlet towards the WWTP, while also requiring provision of an overflow structure. Please clarify the functional purpose of the overflow structure if the entire incoming flow is directed towards the WWTP inlet.</p> <p>b) Please clarify the design flow rate to be handled by the overflow structure, and confirm whether it is intended to convey: –flows exceeding QWWF2, or –flows equal to QWWF2 minus QWWF1.</p> <p>c) If the overflow structure is intended to convey flows exceeding QWWF2, please specify the target design flow rate and the basis for its determination.</p> <p>d) If the overflow structure is intended to convey flows equal to QWWF2 minus QWWF1, please clarify the intended functional role of the</p>	<p>a) The overflow structure shall serve as an emergency overflow in cases where extreme stormwater inflows occur. In particular, the overflow structure shall operate in the events when stormwater flows exceeding the WWTP stormwater pumping station capacity (including flows that might exceed Qwwf2) arrive at the WWTP.</p> <p>b) The overflow structure shall be designed to convey flows exceeding Qwwf2 while ensuring non-turbulent flow conditions within the overflow channel under all operating scenarios</p> <p>The stormwater pumping station shall be constructed in accordance with the Employer’s Requirements, and wet weather flows between Qwwf1 and Qwwf2 shall be conveyed to the outfall through this pumping station.</p> <p>c) The overflow structure shall serve as an emergency overflow in the event of wet weather flow exceeding Qwwf2.</p> <p>d) The overflow structure shall operate only under extreme conditions.</p> <p>e) Modification to the Employer’s Requirements, including the exclusion of the stormwater pumping station shall not be allowed.</p>

	<p>Stormwater Pumping Station described in Section 3.2.2.22.6.</p> <p>e) Please clarify whether the Contractor is permitted to modify the inlet works configuration, in compliance with all other Employer's Requirements, to provide gravity discharge of flows equal to QWWF2 minus QWWF1 towards the existing outfall, thereby potentially eliminating the need for a stormwater pumping station. The above clarification is requested in order to ensure that the inlet works, overflow arrangements and stormwater pumping facilities are designed in accordance with the Employer's intended hydraulic philosophy and fully compliant with the contractual design flows and performance requirements.</p>	
<p>36.</p>	<p>Particular Design and Process Requirements 2.4 Dayworks schedule A Provisional Sum of 1.000.000 EUR is provided for Rehabilitation of sewers, as stated in the Tender documents. We would like to clarify if the performed works are to be calculated based on unit prices of the "4.2.4 Dayworks schedule", as stated on page 90 of "Particular Design and Process Requirements"? Also, if the total amount of accepted performed works exceed 1.000.000 EUR, will the difference be payable to the Contractor?</p>	<p>The cost for the sewers rehabilitation works will be based on a schedule of unit rates provided in Volume 4 – Financial Offer, Schedule 4.2.4 - Dayworks. The Provisional Sum of EUR 1,000,000 shall be used exclusively for works, or portions thereof, completed by the Contractor and certified by the Engineer. If the Contractor's surveys and technical documentation indicate that the Provisional Sum for the specified works will be exceeded, the Engineer shall proceed in accordance with corresponding Particular and General Conditions of Contract during the contract implementation.</p>
<p>37.</p>	<p>VOLUME 3 EMPLOYER`S REQUIREMENTS Section 2 – Particular Design & Process Requirements 3.2.2.11 Flood Protection and Effluent Discharge In Location conditions and Conditions issued by Srbijavode is stated: "Embankment (before the construction of the state embankment) ... The slope of the embankment is formed</p>	<p>As this is a FIDIC Yellow Book contract, we confirm that the Conceptual Design is provided for information purposes only, together with the Location Conditions.</p> <p>The Bidder shall be responsible for proposing an appropriate technical solution in full compliance with the Employer's Requirements.</p>

	<p>at a slope of 1:1.5. Protection of this slope from the influence of high waters of the West Morava River is solved by a cladding of concrete slabs (40x25x20 cm) on a layer of 30 cm of fine gravel and sand, under which a non-woven geotextile is laid.</p> <p>The cladding rests on a resilient beam made of reinforced concrete. Since the elevation position of the natural terrain is not constant, the elevation position of the retaining beam along the entire embankment will also not be constant. The dimensions of the retaining beam, with characteristic height elevations for certain sections of the embankment, will be defined in the next design phase.</p> <p>On the crown of the embankment with an altitude of 233.07 m above sea level, the construction of a final reinforced concrete beam with a service road 2.5 m wide is planned. “(unofficial translation)</p> <p>However, the Employer in Volume 3.2.2.11 defines 4 different segments of slope cover, which originates from Conceptual Design presented in Volume V, which are different in relation to the Srbijavode’s requirement.</p> <p>In the list of Priority of documents, documents supplied in Volume 5 of the Tender documentation is not mentioned and the Contractor could not determine which requirement have the priority. Would you be so kind to clarify which requirement is valid for the Contractor’s offer.</p> <p>The Contractor understands that Concept Design which is part of the Tender Documents is only indicative, please confirm.</p>	
<p>38.</p>	<p>With regards, to the equipment for wastewater treatment (screens, scrapers, presses, screw conveyers...) all materials in contact with the media shall</p>	<p>All material in contact with wastewater and sludge shall be of Stainless Steel 1.404, as specified in the Employer’s Requirements. Lower grade Steel will not be accepted.</p>

	<p>be constructed of stainless-steel SST 1.4404. We believe this requirement to be excessive which only increases costs and does not contribute to additional corrosion protection compared to “standard” grade stainless-steel SST 1.4301/1.4307 since to excessive concentrations chloride or other corrosive compounds are expected to be present in the wastewater. Please consider reducing the requirement to “standard” grade stainless-steel SST 1.4301/1.4307 for equipment in contact with “normal” wastewater, whilst for more corrosive environments like septage receiving and raw biogas handling equipment the stainless-steel grade can remain SST 1.4404.</p>	
<p>39.</p>	<p>VOLUME 3 EMPLOYER`S REQUIREMENTS Section 2 - Particular Design & Process Requirements Chapter 3.2.41 According to Chapter 3.2.41 energy consumption needs to be guaranteed for (1) Preliminary Treatment: Screens, inlet pumping station, grit removal, primary sedimentation. The energy consumption shall be calculated based on the actual measured consumption of the WWTP and the actual BOD5 load during the DNP, which is expected to be lower than the designed capacity (100% BOD5 load). The calculated energy consumption shall then be compared with the guaranteed consumption declared in Schedule 4.2.6.1 for three BOD5 load scenarios: 100%, 80%, 60%. Straight line interpolation will be used for calculating guaranteed energy costs. However, energy consumption within Preliminary Treatment depends on flows not or BOD5 loads, therefore the methodology is not acceptable and needs to be replaced with a more suitable one.</p>	<p>The electricity consumption of the Preliminary treatment facilities shall be based on the average daily flow stipulated in the Employer’s Requirements, which form the basis for BOD₅ load calculations.</p>

<p>40.</p>	<p>VOLUME 3 EMPLOYER`S REQUIREMENTS Section 2 - Particular Design & Process Requirements Chapter 3.2.41 According to Chapter 3.2.41 energy consumption needs to be guaranteed for (5) External lighting and road lighting and (6) Administration building and workshops. The energy consumption shall be calculated based on the actual measured consumption of the WWTP and the actual BOD5 load during the DNP, which is expected to be lower than the designed capacity (100% BOD5 load). The calculated energy consumption shall then be compared with the guaranteed consumption declared in Schedule 4.2.6.1 for three BOD5 load scenarios: 100%, 80%, 60%. Straight line interpolation will be used for calculating guaranteed energy costs. However, energy consumption of External lighting and road lighting as well as Administration building and workshops are completely independent of BOD5 loads so the methodology of interpolation is false. Furthermore, External lighting and road lighting heavily depends on the season (length of day) so it is difficult to provide an estimate for an average day. Please consider implementing a more suitable methodology or better yet, remove the two consumption categories since their energy consumption will be more or less negligible compared to the process consumers and the Client will have very little use in checking their guaranteed values.</p>	<p>The introduction of external and road lighting does not have a significant impact on overall electricity consumption. However, it contributes to the assessment of overall energy efficiency at the WWTP. By implementing a trigeneration CHP system (CHP with chiller), surplus heat can be converted into cooling for the administration building and workshop, thereby extending efficient biogas utilization and improving overall energy efficiency. . Therefore, the guaranteed annual electricity consumption shall be in accordance with Volume 4, Schedule 4.2.6.1. No modification to the Schedule shall be allowed.</p>
<p>41.</p>	<p>VOLUME 3 EMPLOYER`S REQUIREMENTS Section 2 - Particular Design & Process Requirements Chapter 3.2.41 According to Chapter 3.2.41 Operational</p>	<p>The Biological Phosphorous Removal Process shall be designed based on the BOD₅ and Phosphorous loads to the WWTP stated in the Employer`s Requirements. Phosphorus removal shall be achieved by enhanced biological uptake in accordance</p>

	<p>Costs for Chemicals, in particular Ferric Chloride for Phosphorous precipitation, shall be compared with the guaranteed amounts provided for three BOD5 load scenarios. Straight line interpolation will be used for calculating guaranteed chemical and sludge disposal costs. Again, consumption of Ferric Chloride does not depend only on BOD5 loads but also, on mainly of incoming phosphorus concentrations. Therefore, the methodology is not acceptable and needs to be replaced with a more suitable one.</p>	<p>with the Tenderer's design, considering precipitation as a polishing step. Therefore, precipitant demand is related to the BOD₅ load to the WWTP.</p> <p>No modifications to the guaranteed chemicals consumption guarantee and costs thereof shall be allowed.</p>
<p>42.</p>	<p>VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions Sub-Clause 1.5 Sub-Clause 1.5 states that Contract documents are mutually explanatory and that ambiguities shall be clarified by the Engineer. Please clarify whether such clarification, where it results in additional cost or time, shall be treated as a Variation in accordance with Clause 13, rather than being deemed included in the Accepted Contract Amount.</p>	<p>If any ambiguity or discrepancy is found in the documents, the Engineer shall issue the necessary clarification or instruction. Clarifications of contract documents do not result in variation procedure since clarification only clarifies information already provided in the tender and contract documents. Further, issuance of instruction results in application of Clause 13 only if such instruction constitutes Variation. However, if the Contractor considers himself to be contractually entitled to any extension of the Time for Completion and/or any additional payment, the Contractor may proceed in accordance with Sub-Clause 20.1 of the FIDIC Conditions of Contract. Whether the Contractor is entitled to any extension of the Time for Completion and/or any additional payment is determined following procedure in accordance with the Contract.</p>
<p>43.</p>	<p>VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions Sub Clause 1.13 Please clearly identify which permits, approvals and consents are to be obtained by the Employer and which by the Contractor.</p>	<p>The Contractor shall comply with the legislation and Laws of the Republic of Serbia. It is the tenderer responsibility to get acquainted with them.</p> <p>The Contractor shall prepare all documents and design to enable the End Beneficiary to obtain necessary permits according to the relevant national laws and regulations for to open the construction site and execute the Works, for supplying the WWTP with electricity, potable water, telecom, etc.</p>

44.	<p>VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions Sub Clause 1.13</p> <p>Please clarify whether delays in obtaining permits, approvals or licences from competent authorities, despite timely and compliant submissions by the Contractor, shall entitle the Contractor to an extension of time in accordance with Clause 8.4.</p>	<p>The Contractor shall comply with the Laws of the Republic of Serbia and provide all necessary licenses related to the works under this Contract. Please refer to the CA Clarifications no.1, Answer no.2.</p> <p>Regarding the documentation required to be completed for obtaining and deadlines for issuing permits, consents or approvals by the national authority, as required for completion of the Works, please refer to the Law on Planning and Construction. The deadlines stipulated therein shall be counted from the date of submission of complete documentation in accordance with the applicable law. If the Contractor considers itself entitled to an extension of the Time for Completion pursuant to the Sub-Clause 8.4, it shall give notice to the Engineer in accordance with Sub-Clause 20.1.</p>
45.	<p>VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions Sub-Clauses 2.1, 4.19, 4.25</p> <p>Please clarify the Contractor's entitlement to extension of time and/or cost adjustment in the event that permanent utilities (electricity, water, discharge routes), which are dependent on third parties or the End Beneficiary, are not available in accordance with the programme required for testing and commissioning.</p>	<p>If permanent utilities (electricity, water, discharge routes, etc.) required for testing and commissioning are to be provided by the Employer or the End Beneficiary or parties for whom the Employer or the End Beneficiary is responsible, and are not made available in accordance with the accepted Programme, the Contractor may be entitled to:</p> <ul style="list-style-type: none"> • Extension of Time under Sub-Clause 8.4, and • payment of Cost, plus reasonable profit, subject to Sub-Clause 20.1. <p>Entitlement will apply only if the Contractor has properly notified the claim, demonstrated impact on the Time for Completion, provided that the delay does not arise from the Contractor's responsibility under the Contract.</p>
46.	<p>VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions</p>	<p>Please note that the specific approval of the Employer shall be provided in timely manner and shall not be unreasonably withheld or delayed. However, if the</p>

	<p>Sub-Clauses 3.1, 8.4, 13, 20.1</p> <p>Please clarify whether the requirement for the Engineer to obtain prior Employer approval under Sub-Clause 3.1 affects the Contractor's entitlement to extensions of time and/or cost adjustments where the contractual conditions for such entitlement are met and confirm that any delay in obtaining such approval shall not prejudice the Contractor's contractual rights.</p>	<p>Contractor considers himself to be contractually entitled to any extension of the Time for Completion and/or any additional payment, the Contractor may proceed in accordance with Sub-Clause 20.1 of the FIDIC Conditions of Contract. Whether the Contractor is indeed entitled to any extension of the Time for Completion and/or any additional payment is determined following procedure in accordance with the Contract.</p>
47.	<p>VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions Sub Clauses 4.1, 5.1, 5.2</p> <p>Please confirm that the Contractor's design obligations under Sub Clauses 4.1 and 5.1 are based on the standard of reasonable skill, care and diligence, and do not constitute an absolute fitness for purpose obligation.</p>	<p>Not confirmed. The Contractor shall carry out, and be responsible for, the design of the Works. The Contractor's designers and design Subcontractors shall have the experience and capability necessary for the design. When completed, the Works must be fit for the purpose for which the Works are intended as defined in the Contract.</p>
48.	<p>VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions Sub Clauses 4.1, 5.1, 5.2</p> <p>Please confirm that the Contractor's obligation to acquaint himself with the position of existing services is limited to information reasonably available at the Site and information provided by the Employer and relevant authorities.</p>	<p>Confirmed. See also Clause 4.10 and 4.11 of the General Conditions</p>
49.	<p>VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions Sub Clauses 4.1, 5.1, 5.2</p> <p>Please confirm that the Employer warrants the accuracy and completeness of all data provided to the Contractor, including influent flow rates, pollutant loads, site data and operational assumptions used for design.</p>	<p>The design criteria and the minimum requirements for the Works are stipulated in the Technical Specifications. The Contractor shall undertake any additional investigation works and surveys on site as required for preparation of designs and execution of the Works under this Contract, and acquaint itself with the position of the existing service infrastructure on the construction site. See also Clause 4.10 and 4.11 of the General Conditions</p>
50.	<p>VOLUME 2 SECTION 3 PARTICULAR</p>	<p>Please refer to the General Conditions 4.10, 4.11 as well as Particular Conditions of</p>

	<p>CONDITIONS OF CONTRACT/FIDIC General Conditions Sub Clauses 4.1, 5.1, 5.2</p> <p>Please clarify that the Contractor shall not be held liable for damage to services that are incorrectly indicated, not indicated, or could not reasonably have been identified prior to commencement of the Works.</p>	<p>Contract, Sub-Clause 4.25. The Contractor shall acquaint itself with the position of all existing roads and services of any kind including drains, telephone, electricity lines and poles, water pipes, gas pipes and the like, before any excavation or other work likely to affect the existing services is commenced.</p> <p>The Contractor will be liable for all damage to all roads and services of any kind caused by him in the execution of the Works. He shall make good any such damage at his own expense and to the complete satisfaction of the Engineer within the Time for Completion.</p>
51.	<p>VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions Sub Clauses 4.1, 5.1, 5.2</p> <p>Please confirm that damage to existing services caused by unforeseeable conditions or inaccurate Employer provided information entitles the Contractor to an extension of time and reimbursement of additional costs</p>	<p>Please refer to Answer no. 50.</p> <p>If the Contractor considers himself to be contractually entitled to any extension of the Time for Completion and/or any additional payment, the Contractor may proceed in accordance with Sub-Clause 20.1 of the FIDIC Conditions of Contract. Whether the Contractor is indeed entitled to any extension of the Time for Completion and/or any additional payment is determined following procedure in accordance with the Contract.</p>
52.	<p>VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions Sub Clauses 9.1, 9.4, 10.1</p> <p>Please confirm that performance tests will be conducted under defined and stable reference operating conditions as specified in the Employer's Requirements.</p>	<p>Tests on Completion shall be carried out in accordance with Volume 3.2, Section 3.2.2.40 under the actual influent flow and load conditions prevailing at the time the tests are performed.</p>
53.	<p>VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions Sub Clauses 9.1, 9.4, 10.1</p> <p>Please clarify how deviations in influent quality or quantity beyond the Contractor's control will be treated in relation to performance guarantees.</p>	<p>The treated effluent quality shall be fully in compliance with these Employer's Requirements and the applicable national regulations in force at all times.</p>

<p>54.</p>	<p>VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions Sub-Clause 11.1 Please clarify the practical application of Sub-Clause 11.1, which states that failure to meet guaranteed parameters shall be considered a defect, in particular whether performance guarantees are required to be continuously met throughout the Defects Notification Period irrespective of influent conditions, operational regime, or third-party constraints.</p>	<p>The Contractor is liable to ensure compliance with the treated effluent quality stipulated in the Employer’s Requirements at all times. Failure to meet the effluent quality shall be considered a defect, in which case the Contractor will be requested to improve the performance of the plant to ensure compliance with the requirements in accordance with Volume 3.2, Section 3.2.2.42 Remedial Action. In the event that the End Beneficiary incurs penalties imposed by Serbian authorities due to non-compliance of the effluent with applicable standards, and such non-compliance is proven to result from the plant's failure to meet the guaranteed parameters, these costs shall be recovered from the Contractor by drawing from the Performance Guarantee. After Issue of Taking-Over Certificate by the operator, the Contractor shall continue to provide support to the operator in accordance with Volume 3.1, Section 3.1.18.2. Additionally, pursuant to 11.1 of PC <i>failure to meet any of the Employer's Requirements, including the guarantees undertaken within the Schedule of Guarantees shall be considered as a defect under these Conditions of Contract.</i> Consequently, provisions of Clause 11 are applicable, including provisions of SC 11.2.</p>
<p>55.</p>	<p>VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions Sub-Clause 12.1 Please clarify whether Tests after Completion verifying guaranteed process parameters and operational costs shall be carried out only under stable operating conditions representative of the design basis, and not during periods of abnormal influent, commissioning instability, or force majeure events.</p>	<p>The Tests after completion shall be carried out under the actual influent flow and load conditions prevailing at the time the tests are performed. In that respect, please note that Tests after Completion are carried out as stated in the Employer’s Requirements and Clause 12 of Particular and General Conditions to the Contract.</p>
<p>56.</p>	<p>VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC</p>	<p>The methodology and boundary conditions for verification of the guaranteed operational costs is detailed in Volume 3.2,</p>

	<p>General Conditions Sub-Clause 12.4 Please clarify the methodology and boundary conditions for determination of “measured operational costs” under Sub-Clause 12.4, including the applicable influent conditions, plant loading, operational regime and exclusions, and confirm whether exceedances caused by factors outside the Contractor’s control are excluded from the compensation mechanism.</p>	<p>Section 3.2.2.41 and Volume 4, Section 4.2.6.</p>
<p>57.</p>	<p>VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions Sub-Clause 13.10 Please clarify whether the Contingency Sum may be used to address unforeseeable physical conditions or authority-imposed changes that are not attributable to the Contractor, and whether such use affects the Contractor’s entitlement to extensions of time.</p>	<p>The Contingency Sum may be used to address the unforeseeable physical conditions not attributable to the Contractor only if instructed by the Engineer. If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall proceed in accordance with Sub-Clause 20.1 [Contractor's Claims]. Please refer to Answer no. 8.</p>
<p>58.</p>	<p>VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions Sub Clause 14.6 Please confirm that the Engineer’s failure to issue an Interim Payment Certificate within the 28 day period under Sub Clause 14.6 does not delay the Contractor’s entitlement to payment.</p>	<p>The Engineer shall issue the Interim Payment Certificate within the period specified in the Contract, provided that the Contractor has submitted a fully detailed Statement accompanied by all supporting documents necessary for verification of the amount due. The reasons for which issuance can be withheld are stipulated in SC 14.6. of General Conditions. Receipt of the Engineer’s Certificate is precondition for payment as stated in SC 14.7 of Particular Conditions while the Contractor’s entitlements regarding unjustified delay in issuance of the certificate are prescribed in SC 16.1 of General Conditions. Entitlement and conditions for the Contract’s termination are prescribed in SC 16.2 of Particular and General Conditions to the Contract. Entitlements regarding delayed payment are stipulated in SC 14.8 of Particular and General Conditions to the</p>

		Contract.
59.	VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions Sub Clause 14.6 Please clarify whether, in the event of the Engineer's delay in certification, the submitted Statement may be deemed approved for payment purposes.	No payment shall be made to the Contractor unless such amount has been certified by the Engineer in accordance with the Contract. Please refer to Answer no 58.
60.	VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions Sub Clause 14.6 Please confirm that any delay by the Engineer in certification entitles the Contractor to a corresponding extension of time and/or financing costs, where applicable.	Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. In the event that the Engineer fails to certify the Interim Payment Certificate the Contractor may, after giving not less than 21 days' notice, pursuant to 16.1 be entitled to suspend the works until or unless the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice. If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with Sub-Clause 16.1, the Contractor shall give notice to the Engineer and shall be entitled, subject to Sub-Clause 20.1, to an extension of time and payment of costs. Please refer to Answer no 58.
61.	VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions Sub Clauses 14.7 The PCC outlines an 84-day payment term, which may contradict Serbian Law on Payment Terms in Commercial Transactions (maximum 45 days for public sector). Could you clarify how these terms will be compliant?	Please refer to CA Clarifications no.4, answer no. 35.
62.	VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions Sub Clauses 14.7 Please clarify the criteria for	The Contractor shall submit fully detailed Statement accompanied by all supporting documents necessary for verification of the amount due as prescribed in SC 14.3 of General Conditions to the Contract. In accordance with the SC of 14.7 of Particular

	admissibility of payment requests under Sub- Clause 14.7 and confirm that payment periods shall not be suspended for reasons unrelated to the Contractor's compliance with contractual submission requirements	Conditions the 84-day period may be suspended by notifying the Contractor that the payment request cannot be fulfilled because the sum is not due, because appropriate substantiating documents have not been provided or because there is evidence that the expenditure might not be eligible. Also, please refer to Answer no 58.
63.	VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions Sub Clause 20.1 Please confirm that the initial notice of claim is intended to be a preliminary notification and does not require full substantiation or quantification at that stage.	A Notice of Claim shall describe the event or circumstance giving rise to the claim. A fully detailed Claim which includes full supporting particulars of the basis of the claim shall be submitted within the time stipulated in the Contract. Additional details regarding notices and subsequent claims are prescribed in SC 20.1 of General Conditions.
64.	VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions Sub Clause 20.1 Please confirm whether failure to submit a notice within the prescribed time period under Sub Clause 20.1 results in loss of entitlement only if the Employer has demonstrably suffered prejudice due to such late notice.	In accordance with SC 20.1 of General Conditions if the Contractor fails to give notice of a claim within the period stipulated in the FIDIC General Conditions of Contract, the Contractor shall not be entitled to any additional payment and/or extension of time, and the Employer shall be discharged from all liability in connection with the claim. Therefore, adherence to stipulated time limit for notice is a contractual precondition for the Contractor's entitlements.
65.	VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions Sub Clause 20.1 Please clarify whether the Engineer has discretionary authority to accept late notices in justified circumstances, including Employer caused delays.	The Engineer shall have no authority to amend or vary the Conditions of Contract, including, without limitation, the authority to accept notices submitted after the time periods specified in the Contract.
66.	VOLUME 2 SECTION 3 PARTICULAR CONDITIONS OF CONTRACT/FIDIC General Conditions Sub-Clause 20.6	Unless settled amicably any dispute in respect of which the DAB's decision (if any) has not become final and binding shall be finally settled by the Serbian courts of law having jurisdiction. Should the Serbian

	<p>Please clarify whether the Contractor has the right to request arbitration in accordance with Sub-Clause 20.6 were permitted by Serbian law at the time of dispute, or whether recourse to Serbian courts is mandatory unless both parties unanimously agree otherwise.</p>	<p>legislation in force at the time of dispute allow the settlement of such disputes in arbitration, and the parties unanimously deciding, during the pre-dispute negotiation, to enter into an arbitration agreement, choosing the settlement of the dispute by arbitration and not by the courts of law. In accordance with Article 5 of national Law on arbitration, arbitration procedure is permitted for disputes concerning rights that parties may freely dispose of, provided that there is no law granting exclusive jurisdiction to state courts for certain type of dispute. Considering nature of disputes usually deriving from these types of contractual relationships such disputes are generally permissible to be settled in arbitration. However, such possibility depends on unanimous decision of the parties as prescribed in SC 20.6 of Particular conditions. In absence of such decision the dispute will be settled before competent national court.</p>
<p>67.</p>	<p>INSTRUCTIONS TO TENDERERS Article 15.3. We would kindly ask for clarification regarding the validity of tender guarantee. In document INSTRUCTIONS TO TENDERERS in Article 15.3. The validity is determined to be 45 days beyond the period of validity of the tender. However in TENDER GUARANTEE FORM the following is stated: »We note that the guarantee will be released at the latest within 45 days of expiry of the tender validity period, including any extensions, in accordance with Article 15 of the instructions to tenderers [and in any case at the latest on (one year after the deadline for submitting tenders)].« Can you please just clarify what the correct minimum validity should be so that we avoid any misinterpretation.</p>	<p>In accordance with the Instructions to Tenderers, Article 15.3, the tender guarantee must remain valid for additional 45 days beyond the period of validity of the tender as defined in the Instructions to Tenderers, Article 14.1, including any extensions. Please take into account the footnotes in the Tender Guarantee Form. The inclusion of an expiry date within a maximum of one year after the deadline for submitting tenders should be done only where required, for example where the law applicable to the guarantee stipulates a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.</p>
<p>68.</p>	<p>FIDIC Conditions of Contract</p>	<p>There will be no changes to the Particular</p>

	<p>4.2 Performance Security</p> <p>The signed Contract constitutes the basis for the issuance of the Performance Bank Guarantee. Please change the paragraph so the Contractor will have 15 days to deliver the Performance Bank Guarantee to the Employer.</p> <p>Given that the validity of the Contract shall be six (6) to seven (7) years, the Contractor shall be permitted to provide the Performance Bank Guarantee with a shorter validity period, provided that the Contractor extends or renews the Performance Bank Guarantee no later than twenty-eight (28) days prior to its expiration, so that its validity remains uninterrupted for the entire duration required under the Contract.</p> <p>Such an adjustment would enable a broader range of Contractors to participate in the Tender, thereby allowing the Employer to select the most advantageous offer from a larger pool of qualified bidders.</p>	<p>Conditions of Contract. The Contractor shall, in accordance with Volume 2, Section 3 Particular Conditions of Contract, deliver the Performance Security to the Employer together with the return of the countersigned contract, and shall send a copy to the Engineer.</p>
<p>69.</p>	<p>FIDIC Conditions of Contract 18.3 Insurance against Injury to Persons and Damage to Property Please consider lowering the requested amount to 1.000.000,00 EUR to ensure bigger amount of interested Contractors in Tender.</p>	<p>Third-party Insurance shall be in accordance with Annex 2 to the Tender Form, Appendix to Tender for Works Contracts.</p>
<p>70.</p>	<p>FIDIC Conditions of Contract 18.5 Insurance for Design Please consider lowering the requested amount to 500.000,00 EUR to ensure bigger amount of interested Contractors in Tender.</p>	<p>Insurance for Design shall be in accordance with Annex 2 to the Tender Form, Appendix to Tender for Works Contracts.</p>
<p>71.</p>	<p>Reference is made to Volume 3, Section 2 - Particular Design & Process Requirements, Clause 3.2.2.11 Flood Protection and Effluent Discharge, Table 3.2.2-2 Return Period for Flood Protection of the Process Equipment and Structures, item within table - Plateau for construction of WWTP facilities. As in the above table the minimum</p>	<p>There is no limit for maximum increase of the elevation of the WWTP plateau. 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.</p>

	plateau elevation has been defined - Flood Return Period of 1:100 years plus freeboard of 0,3 m, please advise if there is a limit for the maximum increase of the elevation of the WWTP plateau.	
72.	Reference is made to Volume 1, Section 1 – Instruction to Tenderers, Clause 9 Modification of Tender Documents, Subclause 9.3 and Clause 18 Extension of the Deadline for Submitting Tenders. You are kindly requested to extend the deadline for tenders’ submission for at least 21 calendar days, i.e., till 12th of March 2026, due to very large documentation to be submitted with the bid.	Please refer to Answer no. 1
73.	According to ER VOLUME 3.5 item 3.5.13.3 General Requirements: The LV Local distribution panels shall be arranged a star topology. The LV local distribution panels shall be supplied by double incoming feeders. In case of a failure of one incoming line, the second line shall supply all connected consumers. QUESTION: According to our experience and understanding of this requirement, it refers to power supply cables connection between main LV distribution panel and each MCC. It doesn't refer to power supply from MCC to Local distribution panels as it is described here?	<p>In the context of a WWTP, this requirement has a specific meaning related to power supply reliability and continuity of operation. It means that all MCCs and LVDBs shall be provided with two independent incoming feeders (feeder A and feeder B) which are connected to two different switches and which are coming from two different fields of the same main LV distribution (usually an N+1 system) or from two different LV distributions or from a normal + standby power source (generator, second transformer...). Switches must be both electrically and mechanically interlocked.</p> <p>Accordingly, no alternative solution shall be accepted.</p>
74.	According to ER VOLUME 3.5 item 3.5.8.1 Standard and Rating: The Form 4b separation is requested for LV panels. This form of separation significantly affects the price of the LV cabinets, but also the size necessary for accommodation of panels. As we understand Main LV distribution board is required to be in form 4b, but this requirement doesn't refer to MCC cabinets which can be in form 2b. This type of separation is very rarely installed	The requirement for internal separation Form 4b applies only to the main LV distribution panel. Other distribution cabinets and MCCs, do not have to be provided with Form 4b separation, but they should meet the following criteria in terms of withdrawable or fixed circuit breakers.

	on any WWTP.	
75.	<p>Please confirm.</p> <p>Based on Technical Conditions obtained from the Elektrodistribucija Čačak, the electricity supply of the future TS 10/0,4 kV “WWTP” shall be provided from the existing TS 35/10/ kV "Transfer Station" via approximately 600m 10kV transmission cable.</p> <p>The construction of the 10kV transmission cable XHE 49A 3x(1x150) mm2 in total length of approximately 600 m from the TS “Transfer Stanica” to the TS “WWTP” shall be the responsibility of the End Beneficiary (the City of Čačak). Connection to 10kV network nor construction of 600m cable line should not be considered in the offer.</p> <p>The SCOPE of Contractor is MV Switchgear inside new TS „WWTP “. The End Beneficiary shall coordinate construction of the 10kV transmission cable with Contractor’s Work Programme and ensure timely completion of these works to enable connection of the new TS. “</p>	<p>Please refer to the CA Clarifications no.3, Answer no. 45.</p> <p>The upstream limit of the Contractor’s scope is MV switchgear at the point where the station connects to the incoming 10 kV feeder includes the supply, installation, testing, and commissioning of the MV switchgear inside the Transformer Station 10/04 kV “WWTP”.</p>
76.	<p>Please clarify. According to ER VOLUME 3.5 item 3.5.13.5 Local Distribution Panel, Switchgear Assemblies and Components is specified that Each circuit-breaker shall provide the following characteristics:Withdrawable. This requirement is contradictory with description from ER VOLUME 3.5 item 3.5.8.1 Standard and Rating where it is mentioned that Method of Mounting is Fixed installation except for motor starters below 100A which may be of draw out type.</p>	<p>When referring to the low voltage draw-out type panels, it means that the panel is constructively designed to accommodate draw-out switches, but this does not mean that all switches should be draw-out type. According to the purpose of section, draw-out switches are 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 from 250A and above are draw-out type, and up to 125A are fixed type.</p>
77.	<p>According to Volume3 Section 2 of TD, it is necessary to prepare: „The Contractor shall prepare all</p>	<p>Preparation of design documentation for reconstruction and rehabilitation of the sewage pumping station is included in</p>

	<p>necessary design documentation and assist the Employer in update/obtaining new Location Conditions and/or Construction Permits as required for completion of the works on reconstruction and rehabilitation of the sewage pumping stations “</p> <p>Please include related item in Volume 4.2, Financial offer, Schedule 1 General items.</p>	<p>Volume 4.2, Schedule 3.1 Item 3.1.1, Schedule 3.2, Item 3.2.1, Schedule 3.3, Item 3.3.1</p>
<p>78.</p>	<p>We refer to Volume I, Section I – Instructions to Tenderers, Clause 12.2.2 (Technical and professional capacity of the Tenderer), as well as to our submitted clarification request dated 12 November 2025.</p> <p>Under the above-mentioned clause, it is required that reference works must have been completed at any moment during the past eight (8) years.</p> <p>We kindly reiterate our request that the Employer considers extending this reference period to at least ten (10) years prior to the tender submission deadline. Such an adjustment would be fully in line with common international procurement practice for projects of similar technical complexity and value.</p> <p>The requested amendment is of high importance, as it would allow participation of a broader pool of highly experienced and technically competent contractors, without in any way reducing the Employer’s assurance regarding the Contractor’s ability to successfully perform the required services and works. On the contrary, extending the reference period would enhance effective competition and contribute to achieving best value for money.</p> <p>We must respectfully underline that maintaining the current eight-year limitation is likely to materially limit the level of effective competition, as it may exclude contractors with extensive and directly relevant experience on</p>	<p>Please refer to CA Clarifications no. 2, question no. 1 and Change to Tender Dossier no.2 (Change Notice)</p>

<p>comparable projects completed slightly outside the prescribed period. In practice, this could lead to a reduced number of compliant tenders and a narrower competitive environment, without delivering any corresponding technical or performance-related benefit to the Employer. Such an outcome may also affect the overall market response to this procurement, particularly from established international contractors with long-term project portfolios.</p> <p>Furthermore, to the best of our knowledge and based on general market experience, the number of projects of comparable scope, technical complexity and value that have been completed within the past eight years is relatively limited, whereas a longer reference period would more accurately reflect the actual structure and dynamics of the relevant market.</p> <p>In addition, we kindly request the Employer to consider adjusting the minimum required treatment capacity of the reference project(s) from the currently stipulated 90,000 PE to 70,000 PE. Based on market experience, projects within this capacity range are fully comparable in terms of technical complexity, process design, construction challenges and operational requirements, while such an adjustment would significantly broaden the pool of eligible reference projects without in any way diminishing the Employer's assurance of the Tenderer's technical capability.</p> <p>We must respectfully note that the combination of a relatively short reference period and a high minimum capacity threshold may further restrict effective competition, as projects exceeding 90,000 PE are comparatively rare within the relevant market and timeframe, whereas projects in the 70,000 PE range remain fully</p>	
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	<p>representative for the successful delivery of the envisaged works.</p> <p>We therefore respectfully encourage the Employer to reconsider these requirements in the interest of ensuring fair competition, wider market participation and optimal procurement outcomes.</p>	
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