

Questions and Answers

No:	Question:	Answer:
1.	Is the involvement of an engineering company in preliminary studies in the preparation of the <u>sewer network project</u> a criteria for non-eligibility as sub-contractor for the <u>WWTP</u> ?	No, the involvement of an engineering company in preliminary studies in the preparation of the <u>sewer network project</u> is <u>not</u> a criterion for non-eligibility as sub-contractor for the <u>WWTP</u> .
2.	Is it allowed to use more than one reference for fulfillment of the qualification criteria of the nominated designer: one for a biological waste water treatment plant above 50.000 PE and one for the anaerobic sludge treatment for biological wwtp larger than 50.000 PE?	No; Tenderer's Designer(s) as a legal person must have completed design for at least 2 projects comprising the design of a biological wastewater treatment plant with the system of anaerobic sludge stabilization with capacity of at least 50,000 PE over the last 5 years (last five years shall be understood as the period: 31st December 2004 up to deadline for submission of tenders). (see Volume 1, Section 1, page 14, point 5)
3.	Is it allowed to use the designer as a nominated subcontractor? In that case, can the tenderer use references of the designer?	No, there is no nominated sub-contractor according to the FIDIC Yellow Book.
4.	What means the period of reference for the designer? What shall be understood under „completed design“? Is the completion of a tender sufficient enough?	The term „completed design „means the Main Design (ready for starting construction), which was finished in the period between 31.12.2004 and the deadline for the tender submission. Assuming that the "completion of a tender" means drawing up plans for tender documents, the answer is that this is not considered as sufficient
5.	In Form 2.2 Appendix to Tender under sub-clause 9.1 the Trial operation period is defined to last 240 days. The same number of days is defined in particular conditions of contract, sub-clause 9.1 and in Volume 2, Section 7, "Section of Principal Events during Contract". However, in	In the at least 240 lasting trial operation period the Contractor shall be responsible for operation and maintenance of the WWTP including all costs of electricity, chemicals, water, gas and other consumables. This is reflected in_Volume 4 Item 3.7 Test after Completion which in turn incorporates sections from Volume 3 the Items 3.6.7.7 Test after

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	<p>Volume 4-Section 2-"Breakdown of overall price" - 3. Non construction activities (item 3.8), the tenderer is required to calculate Operation and Maintenance Works for 12 months following Take Over for the Contractor's activities. Please clarify.</p>	<p>completion.</p> <p>In the Volume 4 Item 3.8 Operation and Maintenance Works for 12 months following Take Over for the Contractor's activities incorporate the Items 3.6.7.8. from Volume 3 Responsibilities of the Contractor after the issue of Taking over certificate.</p> <p>The scope of the Contractor's responsibilities for the one year (DNP) period shall include: continuing on-the -job training and supervision of operations and maintenance personnel; auditing of operations and maintenance activities performed, review and issuing of Monthly reports.</p>
<p>6.</p>	<p>I tried to find the answer to my question on the link written in the tender form, but the link doesn't work, I always land on the page: https://webgate.ec.europa.eu/europeaid/online-services/index.cfm?do=publi.welcome Is there another possibility to read the answers to the questions?</p>	<p>Link to the internet website stipulated in Volume 1 Section 1 page 9, as well as link to the internet website www.voda.hr/jpa should be monitored in order to see relevant documents once they are published. Hrvatske vode must reply to all tenderer's questions at least 11 days before the deadline for receipt of Tenders.</p>
<p>7.</p>	<p>In reference to Volume III Employer's Requirements, Section 3 Description of works the dimensioning of the primary settling tank and the SBR basins is indicated in Table 3.6.3.1.6. respective Table 3.6.3.2.1., also mentioning the flow dimensions. Also, the capacity of the tanks and basins is indicated on the drawing no. 3.1.4. Query: The indicated flow dimensions according the tables do not correspond to the capacity indicated in the drawing. Shall the tank capacity and basin capacity be</p>	<p>The tank capacity and basin capacity should be designed according to the respective tables. However, in the calculation for both primary settling tanks use the retention time 1,3 h at dry weather flow 386 l/s. Drawings are for information only.</p>

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	designed according parameters of the table as indicated in Section 3 or according capacity as indicated in drawing no. 3.4.1.?	
8.	In reference to Volume III Employer's Requirements, Section 3 Description of works Table 3.6.3.4.1. specifies the technical data for the primary sludge thickener. The minimal retention time is specified with 1,2 "hours" while in Table 3.6.3.4.4 the unit of retention time is "days". Query: Please clarify the unit of minimal retention time!	The unit of minimal retention time is "days", as stated in Table 3.6.3.4.4. The wording in table 3.6.3.4.1. should read as follows: "day" (d).
9.	In the flow diagram according to drawing no. 3.1.4 the flow of excess sludge is shown in detail. The description of the excess sludge thickener according Volume III Employer's Requirements, Section 3 Description of works Clause 3.6.3.4.2. is not according the flow diagram. Query: Please clarify details of excess sludge thickener!	Clause 3.6.3.4.2. contains as obvious mistake the notion "digesters". The right notion is "SBR's".
10.	In reference to Volume III Employer's Requirements, Section 3 Description of works, Table 3.6.3.1.3. specifies the technical data for the automatic fine screens. The design flow for the pumps is specified with 410 l/s and the maximal flow is specified with 625 l/s. Query: Please clarify the design flow for the pumps!	The flow to each automatic fine screen is 857 l/s, because it must be suitable for the second stage. The total design flow of the pumps (selection of the number of pumps is left to the Tenderer; however, one pump should be on standby) is 410,3 l/s. The maximal flow to the automatic screens in the first stage is 625 l/s, because wastewater will come also from the pumping station Bjeliš and they will be pumped directly to the screens.
11.	In reference to Volume III Employer's Requirements, Section 3 Description of works page 225 Hydro-geological conditions, the minimal flow of river Sava is specified with $Q_{95\%/30} = 197 \text{ m}^3/\text{s}$. Query 1: Please indicate the standard water level of river	Please refer to Volume 3, employer's requirements, 3.2. A1: Standard water level ($Q_{50\%}$) of the river Sava is 83,50 m above the sea

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	<p>Sava!</p> <p>Query 2: Please clarify what is the maximum acceptable water level in the main collector in event of high water!</p>	<p>level.</p> <p>A2: Maximal water level in the main collector in the event of high water is 85,9 m above the sea level. The bottom of the pipe is at 84,22 m above sea level. However, all objects which are connected to the main collector (automatic coarse screens, inlet pumping station towards the WWTP, high waters pumping station and effluent measuring) must be protected against and kept operational at the high waters of the Sava river (90,43 m above the sea level) in case of the failure of the penstock which must be installed in the high waters pumping station. The Consortium members should be nominated in the offer. Please, see Volume1, Section 2, Form 2.1, page 34, 1) – Submitted by ... and page 35, 3) – Tenderer's Declaration(s)...</p>
12.	<p>Do we have to declare the Consortium members prior the bid submission, nominating each partner of the Consortium and its task / activity, the leading partner of the Consortium?</p>	<p>The sole award criterion will be the price for the construction which should include the communal taxes, power supply connection and similar. The operational costs of the WWTP will not be taken into consideration of the award. The unit price in HRK / KW of installed power should be inquired at HEP. The Lump sum can't be proposed because the price is in relation to the technical solution which has to be proposed by the Tenderer.</p>
13.	<p>Does the bidders have to price for the communal taxes, i.e. power supply connection and similar. If so, could you define the unit price in HRK / kW of installed power at the plant? Could you propose lump sum that would be mandatory for all the bidders?</p>	<p>The construction of overhead power lines is under the competence of HEP, and the price is included in the connection tax which has to be inquired at HEP.</p>
14.	<p>Can you define us length and strength, directions of the 2 independent power supply connections to the plant. Since those have to be erected by the power supplies company (HEP) could you define it as a lump sum obligatory to all the bidders?</p>	<p>The construction of overhead power lines is under the competence of HEP, and the price is included in the connection tax which has to be inquired at HEP.</p>

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15.	Within mandatory SBR technological process of the waste water treatment, how strict do we have to stick to the proposed technological solutions stipulated in the tender design, i.e.	The requirements stated in Volume 3 should be carefully observed and fulfilled. SBR technology is mandatory.
16.	Do we have to apply mixers for achieving necessary turbulence in the SBR reactors, or other arrangements are permitted?	Mixers should be applied to achieve the necessary turbulence in the SBR reactors.
17.	Does each SBR reactor has to have decanter made in 2 pieces, or it can be one coupled single decanter with the same/ adequate weir length?	Each SBR reactor has to have a decanter made in 2 pieces, which are foreseen for safer operation.
18.	Do we have to pump up sewage to the SBR reactors, or the inflow can be by means of gravity?	It is up to the Contractor's technical solution. However; please observe Volume 3, Section 3, 3.6.2. Planned technical solution of the plant.
19.	<p>Could we get the hydraulical profile of the indicative SBR waste water treatment process, especially with respect to:</p> <ol style="list-style-type: none"> 1. water levels at the outlet pumping station; 2. bottom level of the existing main interceptor / connection point of the new outlet main) 3. high water level of the river Sava for designed period of time. 4. To which water level of the river Sava will the treated effluent flow into the river Sava by gravity? 	<ol style="list-style-type: none"> 1. No, it is tenderer's obligation to provide hydraulic profile of the indicative SBR waste water treatment process according to his proposed technical solution as a part of his offer. 2. Please, see Answer No. 11. 3. Please, see Answer No. 11. 4. Please, see point 1. above.

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20.	Do we have to foresee Venturi type of flow measurement, or it can be some other type with required capacity and signal transmission?	According to the requirements stated in Volume 3, Section 3, 3.6.3.2.4 you have to foresee Khafagi-Venturi type of flow measurement.
21.	Do we have to secure treated sludge deposit within the site limits and for which period of time?	The Contractor is not obliged to secure sludge deposit within the site limits.
22.	Please give unit prices for consumables (Polymer, Ferric-III-chloride,..) and electricity, in order to ease the comparison of offers (so all participants calculate with the same prices).	The sole award criterion will be the price for the construction which should include the all costs of electricity, chemicals, water, gas and other consumables during the at least 240 days lasting trial period.
23.	Volume 1, Questionnaire page 46: Item 7 "each member of JV must fill in and submit every form". Is it sufficient to submit general and financial forms for each JV member and technical forms once together?	Each member of the JV must fill in and submit every form. However, the technical selection criteria will be applied to the consortium as a whole.
24.	Volume 3, Section 3, page 223: Trial Operation for 240days has to be included in the offer. Please specify where in the price schedules we should include this price!	Please see Answer No. 5
25.	For construction of access road to WWTP along the river bank: <ul style="list-style-type: none"> • Should we need to calculate cost for resolving property-legal relations with owners of the land on which planned road meant to be build or this is solved within Location permit? • Limit operation (see Layout of access road, 	<ul style="list-style-type: none"> • The cost of resolving property-legal relations is solved within the Location permit. • Yes, it is possible to make it wider - up to 3 meters on both sides.

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	<p>purple line) is to narrow for needed construction. Is there possibility to make it wider?</p> <ul style="list-style-type: none"> While the access road is built the constructor will need to use bank road for other construction work. Do we need to ask permit from Hrvatske Vode to use river bank? (Bank on which we were drive for site visit)) 	<ul style="list-style-type: none"> The Contractor must not use the river bank, he has to construct the access road prior the WWTP construction.
26.	<p>Clarification of the item No.1.6 in the Breakdown of the Overall price, page 6-1, Volume 4. (public facility in area of Border crossing)?</p>	<p>This item 1.6 shall be the monetary implementation of the necessary facilities forming the WWTP perimeter, see Volume 3, Section3, 3.6.5.3.1 (Perimeter Fencing and Entrance gate).</p>
27.	<p>On the layout 3.1.4., we can see the future planed piping from C.S. Bjelis (It is not subject of this project). Do we need to calculate some preparation for that piping because one part is crossover with main collector and after that it is entering in object 03 (automatic fine screens).</p>	<p>No, the pressure pipeline from the P.S. Bjeliš is not part of the contractor's obligations. Contractor does not need to do any preparatory work in this respect.</p>
28.	<p>Longitudinal profile of main collector - if there is one we need it because access road is passing over the collector. It is necessary for calculation of construction of access road (Road embankment).</p>	<p>No, there is no longitudinal profile of the main collector. However, the available data are given below: the top point of the pipe at the point where the new access road is passing the existing collector is 86,8 m above the sea level (the bottom level of the pipe at the above mentioned point is 84,22 m above the sea level and the collector height is 2,4 m).</p>
29.	<p>HEP, air line and underground cable - there is possibility that air line and underground cable will be needed to</p>	<p>If it is necessary to dislocate the existing cable to a new position, it is the Contractor's obligation and at his own costs according to Volume 2,</p>

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	<p>dislocated on other position (for now it is not satisfied according special condition of Location permit "see special condition of HEP"). Who will pay all cost of dislocation power line (underground and air line)?</p> <p>Special conditions for HEP is out of date. Also in side is written that is obligation of investor to pay all cost and fees for dislocation of power line and all other cost that may come out of special condition.</p>	<p>Particular conditions of Contract, page 23, point 4.26 – Existing Services.</p>
30.	<p>Limit operations according to dump yard. On the layout (No. 3.1.2., HOK) limit operations red line) according to site visit is way beyond on the dump yard - do we need to in calculate the cost of moving dump yard or dump yard is out of our scope of work? Also is the red line (limit operation line) also the fence of the site and if so what type of fence do we need to predict?</p>	<p>According to the Physical Planning and Building Act (Official Gazette 76/07, 38/09), the location permit is valid for two years from the date of its coming into force. The special conditions for HEP are a constituent part of the Location Permit.</p> <p>With regards to the costs, please see Answer 29.</p> <p>The moving dump yard is not the obligation of the contractor. The Contractor has to install the fence around the operation line according to item 3.6.5.3.1. (Perimeter Fencing and Entrance Gates).</p>
32.	<p>Water level of river Sava - were we can find information of year statistic for water level (not 100 years but last few years)?</p>	<p>Information of annual statistic for water levels is available in the Preliminary Design, which can be inspected on the premises of Hrvatske vode. Beyond that refer to Question/Answer 11.</p>
33.	<p>Fees for public contributions - HEP, Gas company, Croatian water, public contribution Do we need to in calculate this expenses?</p>	<p>Yes, the Tenderer has to include the fees for public contribution in his calculation. Please, see Volume 3, Section 3, page 221 – Scope of the Work.</p>
34.	<p>According to Tender Documents, Volume 2, Section 3, Particular Conditions of Contract, Sub-clause 8.7, it is stipulated that: <i>"These design delay damages shall be the</i></p>	<p>Yes, we confirm it.</p>

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	<p><i>sum stated in the Appendix to Tender, which shall be paid for every day which shall elapse between the relevant time for issuing the design documents for approval and the date stated in the Notice of Approval of the Design by the Engineer in accordance with Clause 5.2.” Please confirm that the contractual milestone of the 270 days deadline for Main Design is the date stated in the Notice of Approval of the Design by the Engineer.</i></p>	
35.	<p>Please kindly clarify which exact milestone constitutes the beginning of the 30 days deadline for the Detail Design and which exact milestone constitutes the end of the 30 days deadline for the Detail Design.</p>	<p>The beginning of the 30 days deadline for the Detail Design is the date on which the Building Permit is obtained. The end of the 30 days deadline for the Detail Design is the date of the submission of Detail Design to the Engineer for the approval.</p>
36.	<p>According to Tender Documents, Volume 3, Section 2, Article 2.1.5: <i>“The Contractor shall obtain the Building Permit for Wastewater Treatment Plant SlavonSKI Brod in accordance with Croatian Physical Plan and Building Act.”</i> i. Since the Tenderers must consider the time needed to obtain this Building Permit in submitting their Workplan under Form 4.6.3, please indicate the time required for the related formalities between the submission of the Approved and Revised Technical Documentation to the Croatian Authorities and the obtaining of the Building Permit by the Croatian Authorities. ii. Please confirm that, in accordance with Tender Documents, Volume 2, Section 2, General Conditions of Contract, Sub-Clause 8.5, any delay in obtaining the Building Permit originating in the acts of the Croatian</p>	<p>i. The procedure of obtaining of the Building permit is stipulated in the Physical Planning and Building Act, Official Gazette 76/07, 38/09, section 3.3.2., articles 223-226. ii. We confirm that, in accordance with the Tender Documents, Volume 2, Section 2, General Conditions of Contract, Sub-Clause 8.5, any delay in obtaining the Building Permit originating in the acts of the Croatian</p>

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	<p>Authorities, without any fault on behalf of the Contractor, will entitle the latter to an Extension of the Time for Completion under the Tender Documents, Volume 2, Section 3, Particular Conditions of Contract, Sub-Clause 8.4.</p>	<p>Authorities, without any fault on behalf of the Contractor, will entitle the latter to an Extension of the Time for Completion under the Tender Documents, Volume 2, Section 3, Particular Conditions of Contract, Sub-Clause 8.4.</p>
37.	<p>Please kindly specify if and at which stage of Contract implementation the electromechanical equipment to be supplied under the Contract have to be approved by the Engineer.</p>	<p>The Contractor has to provide the Engineer with all necessary documentation for the electromechanical equipment which is not specified in the Volume 1, Section 4, Questionnaire, Form 4.6.9.4. – List of materials and supplies, at the latest at the same time as a Detail Design.</p>
38.	<p>We understand that the maximum Delay damages including both Delay damages for design and Delay damages for Works are 10% of the final Contract Price. Please confirm.</p>	<p>Yes, the maximum delay damages are 10% of the final Contract Price.</p>
39.	<p>We understand that Delay damages already paid for design can be recovered if there is no Delay for the Taking Over of the Works. Please confirm.</p>	<p>No, the recovering of the design delay damages is not possible.</p>
40.	<p>Please confirm that delay damages under Tender Documents, Volume 2, Section 3, Particular Conditions of Contract, Sub-Clause 8.7 shall be the sole and exclusive remedy due from the Contractor for such default according to the FIDIC Yellow 1999 provisions.</p>	<p>Yes, we confirm it.</p>
41.	<p>We understand that the 240 days period for Trial Run, includes the period of process commissioning (filling of tanks, development of sufficient biomass, process and dosing adjustment, creation of sufficient sludge for commissioning of digesters, fine tuning) and therefore it is not a contractual obligation of the Contractor to respect</p>	<p>a) The milestone for the beginning of trial operation is the successful issue of the technical commission certificate and when the wastewater is brought to the WWTP. b) The process commissioning, the filling of tanks, developing of biomass etc. are included in the 240 days of the trial operation. c) The contractor will be allowed to demonstrate the conformity of his</p>

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	<p>the treated effluent quality during the totality of the 240 days. Please confirm.</p>	<p>work regarding effluent quality of the treated wastewater only in the last 120 days of the trial operation period. Meaning during this period at least 16 samples must be taken and analyzed from which 2 may fail or 24 samples of which 3 may fail. d) The end of the trial operation is not earlier than 240 days after the technical commission certificate has been issued. This period may be extended if the trial operation period is not successful. Milestones are the proper functioning of all parts and regarding effluent quality the limit values must be met according to answer c) above.</p>
<p>42.</p>	<p>According to Tender Documents, Volume 3, Section 3.6.7.8. Responsibilities of the Contractor after the issue of Taking over certificate: 'Operating costs during this period will be borne by the Employer' and according to Tender Documents, Volume 3, Section 3.6.7.9. Responsibilities of the Employer after the issue of Taking over certificate: 'The Employer shall be responsible for the following: ... All operating costs (i.e. personnel, electricity, fuel, chemicals and other consumables) except the costs of the Contractor's supervisory and training staff, which shall be borne by the Contractor'. However on Tender Documents, Volume 3, Section 3.6.7.8. Responsibilities of the Contractor after the issue of Taking over certificate: it is stipulated that 'The Contractor shall indicate in his Tender the required specification for chemicals and other consumables and supply under the Contract sufficient quantities for 12 months operation after Takeover.' Please confirm that all costs related to</p>	<p>The mentioned requirement from Volume 3, Section 3, 3.6.7.8. Responsibilities of the Contractor after the issue of Taking over certificate is in relationship with the Tenderer's obligation to specify chemicals and other consumables and supply under the Contract sufficient quantities for 12 months operation after Takeover. However, the costs for the energy and other consumables during Defects Notification Period will be borne by the Employer. Please refer also to Answers 5 and 22.</p>

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43.	<p>chemicals and other consumables during Defects Notification Period are borne by the Employer.</p> <p>In the event of tenders submitted by companies forming an “un-incorporated” Joint Venture/ Consortium (i.e. un-incorporated Joint Venture/ Consortium which has no legal personality), please confirm the following:</p> <p>i. Referring to Tender Documents, Volume 2, Section 3, Particular Conditions of Contract, Sub-clause 14.15, if the Joint Venture /Consortium members involve both a Croatian and a non Croatian entity/ legal person, please confirm that payments shall be made to each Joint Venture/Consortium member in Croatian Kuna (HKR) and Euro respectively, and up to their respective scope of work (as agreed and defined).</p> <p>ii. If this event, and to allow such payment breakdown, please confirm accordingly that following any single payment request attached to any payment contractual milestone issued by the lead Joint Venture/Consortium member under a single cover letter, each Joint Venture/ Consortium member will be entitled to separately and directly invoice the Employer, on its respective applicable currency and for its respective scope of work.</p>	
44.	<p>Referring to Tender Documents, Volume 1, Section 1, Instructions to Tenderers, Article 13.4 and to Tender Documents, Volume 2, Section 3, Particular Conditions of Contract, Sub-clause 14.1</p> <p>i. Please confirm that VAT exemption applies to all the</p>	<p>i. No, the payment cannot be made to each Joint Venture/Consortium member. The payment will be made to the lead Joint Venture / Consortium member. In accordance with the contract, the payment will be in EUR / Kn, to the account specified in the contract.</p> <p>ii. Please see the Answer i.</p>

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	<p>goods & services supplied and provided (invoiced) by the Contractor under the Contract. In other words, please confirm that VAT exemption not only applies to the works (goods & services) financed by the European Community under the IPA programme but also applies to the goods & services financed by the Croatian State Budget.</p> <p>ii. In addition to the above, and irrespective of the funding, confirm that all imported goods to be incorporated in the works shall be imported in Croatia without payment of any Customs & import duties & levies, including import VAT.</p>	<p>i. Yes, we confirm it.</p> <p>ii. Yes, we confirm it.</p>
<p>45.</p>	<p>According to article 26 (2) b) of the Framework agreement on the rules for cooperation concerning EC-financial assistance to Croatia in the framework of the implementation of the assistance under the instrument for pre-accession assistance (IPA), it is provided that EC-Contractors registered in Croatia, presumably through a branch duly established in Croatia, shall be exempt from VAT for the services rendered and the goods/ works supplied with the right to deduct input VAT paid to Croatian suppliers against any VAT collected by them in Croatia for any of their other transactions.</p> <p>i. The Contract being VAT exempted, with therefore no basis for ECContractors registered in Croatia (and who do not carry out other transactions in Croatia) to deduct input VAT paid to Croatian suppliers, please confirm that EC-Contractors registered in Croatia shall be entitled to</p>	<p>Yes, we confirm it.</p>

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<p>46.</p>	<p>obtain such input VAT refund, as stipulated in article 26 (2) b) of the above Framework Agreement, and irrespective of whether otherwise stated under Croatian tax law.</p> <p>According to article 26 (2) c) of the Framework agreement on the rules for cooperation concerning EC-financial assistance to Croatia in the framework of the implementation of the assistance under the instrument for pre-accession assistance (IPA), it is provided that "natural and legal persons, including expatriates staff, from Member States of the European Union and executing Community financed contracts shall be exempted from profit/ income tax in Croatia".</p> <p>i. Please confirm that, and irrespective of whether otherwise provided under Croatian tax law, profits derived under the Contract from an EC-Contractor registered in Croatia (through a branch or permanent establishment) shall be exempted from Corporate Profit Tax in Croatia. Please detail under which procedure in the absence of any reference in the Tender Documents.</p> <p>ii. Please also confirm that expatriate staff from EU countries shall be exempt from personal income tax in Croatia as a result of their employment activities in Croatia. Please detail under which procedure in the absence of any reference in the Tender Documents.</p>	
		<p>i. The profit and / or income resulting from contracts with the EU is taxed in Croatia in accordance with the national / local tax system. (see Framework agreement between the government of the Republic of Croatia and the Commission of the European Communities on the rules for co-operation concerning EC financial assistance to the Republic of Croatia in the Framework of the implementation of the assistance under the Instrument for pre-accession assistance; Official Gazette, 10/2007)</p> <p>ii. Natural or legal persons, including personnel temporarily settled outside of their countries, from the EU Member States or other countries eligible under the IPA Programme, that execute contracts financed by the Community funds are exempt from these taxes in the Republic of Croatia. (see Framework agreement between the government of the Republic of Croatia and the Commission of the European Communities on the rules for co-operation concerning EC financial assistance to the Republic of Croatia in the Framework of the implementation of the assistance under the Instrument for pre-accession assistance; Official Gazette, 10/2007)</p>

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47.	<p>According to Tender Documents, Volume 2, Section 3, Particular Conditions of Contract, Sub-Clause 8.1: <i>"within 28 days of signature of the Contract Agreement by both parties, the Employer shall give notice of the Commencement Date, which cannot be later than 14 days following the issue of the notice to commence".</i> Please confirm that the Commencement Date shall not be later than 42 days after the signature of the Contract Agreement by both parties.</p>	<p>The Commencement Date shall not be later than 42 days after the signature of the Contract Agreement by both parties.</p>
48.	<p>According to Tender Documents, Volume 2, Section 3, Particular Conditions of Contract, Sub-Clause 8.8: <i>"Unless otherwise instructed by the Engineer, the Contractor shall, during any suspension affecting the progress of the Works, maintain the Contractor's personnel and Contractor's Equipment on or near the Site ready to proceed with the Works upon receipt of the Employer's further instructions".</i></p> <p>i. Please state which party will incur the costs related to maintenance of personnel and equipment on or near the Site.</p> <p>ii. Since there is no time limit set for the suspension of Works, please confirm that Sub-Clauses 8.9 and 8.11 of the Tender Documents, Volume 2, Section 2, General Conditions of Contract shall apply.</p>	<p>i. if the suspension of works is the responsibility of the Contractor, then the costs will also be the responsibility of the Contractor's, i.e. if the suspension of works is the responsibility of the Employer, then the costs are also the responsibility of the Employer.</p> <p>ii. We confirm that Sub-Clauses 8.9. and 8.11. from the General Conditions, FIDIC Yellow Book shall apply.</p>

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49.	<p>Sub-Clause 20.6 (Tender Documents, Volume 2, Section 3, Particular Conditions of Contract) corroborated with provisions of Sub-Clause 20.6 in the Appendix to Tender (Tender Documents, Volume 1, Section 2, Form 2.2) provide for arbitration under the Zagreb Rules by the Croatian Chamber of Economy. Please confirm that arbitration shall be held in English regardless of the nationality of the Contractor.</p>	<p>Arbitration will be conducted in English, regardless the nationality of the Contractor.</p>
50.	<p>Please provide information on the <i>“related procedure provided for in the Croatian legislation”</i> prior to Taking Over of the Works and prior to the issue of the Performance Certificate, as referred to in Tender Documents, Volume 2, Section 3, Particular Conditions of Contract, Sub-Clause 10.1 and 11.9.</p>	<p>The „Related procedure“ is according to the Physical Planning and Building Act, Official Gazette (76/07, 38/09), subtitle 3.7 – Use of buildings, Articles 257,258,259,263.</p>
51.	<p>Please clarify which earthing system should be considered: TN-C or TN-S?</p>	<p>The earthing system shall be TN-C.</p>
52.	<p>Regarding circuit breakers and motors voltage, in Tender Documents, Volume 3, Section 2, Articles 2.4.25 and 2.4.31 it is stipulated that: <i>‘circuit breakers shall be rated for controlling loads for maximum circuit operation and 380V 3 phases 50 Hz.’</i> and that <i>‘All motors shall be suitable for operation at 380 Volts, 3 phases 50 Hz supply and shall comply with EN or IEC Standards.’</i> Regarding transformers, in Tender Documents, Volume 3, Section 3, Article 3.6.3.7 it is stipulated that: <i>‘Electro power supply – a connection to a distribution system of the electro distributor – shall be</i></p>	

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	<p>through a new build transformer station 10(20)/0,4 kV 2*1000 kVA. .</p> <p>i. Please clarify the required Low Voltage of the station, 380 Volt or 400 Volt?</p> <p>ii. Please clarify the High Voltage supply to the transformer station, 10 KVolt or 20 KVolt?</p>	<p>i. The required Low Voltage is 400 Volt.</p> <p>ii. The high Voltage supply to the transformer station is 10 (20) KV (pole-changing transformer).</p>
53.	<p>Can you please confirm if constructing the digester units out of Stainless Steel would be an acceptable alternative to the lined concrete structures proposed within the tender documents?</p>	<p>No, alternatives are not accepted.</p>
54.	<p>Can you please confirm if the site investigation report will be made available in English?</p>	<p>The data from the site investigation report are included in the Tender Documentation. The original report is available only in the Croatian language and it will not be available in English.</p>
55.	<p>Can you please confirm if the use of a Dorr Oliver type detritor would be an acceptable alternative to the aerated grit channels?</p>	<p>The usage of all types of grit channels is allowed, provided that the conditions from Item 3.6.3.1.5. Aerated grease and grit chamber (05) are fulfilled.</p>
56.	<p>Can you please clarify the number of aerated grit channels to be provided under the contract, in parts it suggests that one is acceptable, in other parts two are required.</p> <p>If two grit channels are required can you confirm if it must be possible to fully isolate all equipment in one channel whilst keeping the other operational?</p>	<p>The minimum number of grit channels is two.</p> <p>Both grit channels shall be equipped with the necessary equipment for full isolation (in case of malfunction, the other grit channel must be able to operate).</p>
57.	<p>Can you please confirm what the maximum acceleration</p>	<p>The maximum acceleration velocity (amax) during earthquakes should be</p>

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	velocity (amax) during earthquakes should be taken as?	0,2 g.
58.	Can you please confirm that a balancing tank is not required for SAS flows. At the moment this unit is not detailed within the design or specifications but will result in the need for the belt thickener to run for short periods of time over a 24 hour period 7 days a week?	The balancing tank is not required.
59.	Can you please confirm if each of the 2 co-generation units and each of the 2 boilers specified for the project are to be Duty / Standby or Duty / Duty configuration?	The co-generation unit is not required in this phase. The configuration of the two boilers is Duty/Duty, which means that one boiler will operate on biogas, while the other will operate on natural gas.
60.	We would like to request an extension of time for the submission of tenders for the above project due to difficulties interpreting and accessing some of the supporting documentation only available in the Croatian language.	The extension of time is not foreseen at this point.
61.	We would like to clarify the scope required for the coarse screen specified within the tender documents. As specified the coarse screen is required to take out large objects that would cause damage to the pumps, however, it is then specified that the screenings from this coarse screen are fed into a spiral conveyor with washing system. Items likely to damage the inlet pumps are likely to cause significant damage to a spiral conveyor as well. Could you please advise what measures you envisage being taken to protect the spiral conveyor or if other alternatives are allowed?	Measures for protection of the spiral conveyor have to be specified by the Tenderer.
62.	Volume 2, Section 2 (General Conditions of Contract), Sub-	Please see the Corrigendum of the Tender Dossier on the internet website

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	<p>Clause 14.2, This article provides for an advance payment to the Contractor against submission of a guarantee in accordance with this sub-clause. The amount of such advance payment shall be as stated in the Appendix to Tender. As in the corresponding sub-clause of the Particular Conditions of Contract (Section 3) nothing is stated contrary to this stipulation we assume that in the Appendix to Tender (Section 2 of Volume 1) the respective amount of advance payment is missing. Please inform us about exact value.</p>	<p>stipulated in Volume 1 Section 1 page 9 as well as the internet website www.voda.hr/ipa.</p>
<p>63.</p>	<p>Clarification for Electricity: According to Tender Documents, Volume 3, Section 3, Article 3.6.3.7.: <i>“There is no power on site and The Contractor’s scope includes the construction of power supply from the nearest connection point to the site. Electro power supply – a connection to a distribution system of the electro distributor – shall be through a new build transformer station 10(20)/0,4 kV 2*1000 kVA. High voltage and low voltage cables (HV and LV) shall be laid in cable conduits made of PE pipes. At intersections with transport ways, the conduits must be appropriately protected against injuries (placed in concrete protective elements). Power supply shall be from two separate electric lines. The changeover of the supplies in case of electric supply failure must be automatic, inside the new transformer station.”</i> Please clarify if the transformer station shall include a HV</p>	<p>The connection point is in the transformer station at the high voltage part. The price of the connection tax paid to HEP includes the overhead line, conductor field and the measurement set, which are installed by HEP. All other works in the TS are the obligation of the contractor.</p>

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	<p>switchgear and which is the limit of the contract:</p> <ul style="list-style-type: none"> · the HV terminals of the transformers? · the connections to the incoming units of the HV switchgear? · the connection to the outgoing units of the HV switchgear to the nearest electricity connection point to the site? If this is the case please provide information on the exact location of nearest connection point to the site. 	
<p>64.</p>	<p>In the tender document Volume 3, page 244 it is written: .. "power supply shall be from two separate electric lines..." Please clarify: it's contractors obligation to build this 2 new High voltageelectric lines? Please submit us the connection points for this two lines to the existing HV lines in the City of Slavonski Brod. In the case the lines have to pass private or state owned land out of the area of the WWTP, please clarify obligation of the client and contractor obligation to buy this land. Is it a obligation to prepare enviromental study for this two lines even its stated in the Tender only to prepare a new location permit. Is a new enviromental study only for this HV lines need to be done? Please clarify clearly which works and costs have to offered by the contractor and what eventually will be covered by the client for this two lines.</p>	<p>Please see the Answer 14 and 63.</p>