

Questions and Answers

Please be informed that for technical reasons a parallel publishing on European Commission's DEVKO page is possible only as of Monday, 6 June 2011 and that a corrigendum extending the submission date will be published in due course

No:	Question:	Answer:
1.	With reference to the above project, after a deeper analysis of the Tender documents and evaluation of all the local activities to be organized, we would like to request an extension of 2 weeks of the submission date.	As stated in the Corrigendum to Procurement Notice and Tender Dossier which were published on Web pages: http://ec.europa.eu/europeaid/work/funding/index_en.htm and http://www.voda.hr/hv-ipa-tenders-en) on May 11, 2011., the new deadline for the submission of tenders is June 13 th 2011.
2.	With reference to Volume 3, Employer's Requirements, Section 3 "Description of Works", please clarify which are the minimum and maximum design temperature of inlet sewage	The minimal design temperature is 12°C and maximum design temperature is 22°C.
3.	With reference to Volume 3, Employer's Requirements, Section 3 "Description of Works", we understand that the only section to be extended in the second stage is the SBR with the related blowers. Than all the other sections of the plant have to be already designed and carried out for 100.000 PE. Please confirm.	As stated in Volume 3 of Tender Dossier: For the stage II (extension to 100.000 PE – which is NOT part of this Contract), the following elements are foreseen: <ul style="list-style-type: none"> - Installation of additional pumps within INLET PUMPING STATION (total design flow for the pumps for stage II is 547 l/s, for stage I is 410,3 l/s) - Construction of additional SBR basin for the 20.000 PE with all necessary equipment - Installation of two additional blowers with necessary pipe within the blower room.

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		<p>Thus, within this Contract, Contractor has to secure the space/possibility for: installation of additional pumps within Inlet pumping station, installation of two additional blowers with necessary pipe within the Blower room and construction of additional SBR basin for the 20.000 PE with all necessary equipment.</p> <p>All other sections of the Plant have to be designed and constructed within this Contract for stage II (100.000 PE).</p>
4.	<p>With reference to Volume 3, Employer's Requirements, Clause 3.3, the inlet concentration of Nitrogen is very different between Stage I and II. In fact, while the dry weather flow (1/s), BOD, COD , SS and P (kg/d) increase of about 20 % (in a range 19-23%) from stage I to stage II, N (kg/d) increases of only 6%. This means that the N inlet concentration is 49 ppm in stage I and 42 ppm in stage II. Please clarify.</p>	<p>The data in the table which is given on page 227 Clause 3.3 of Volume 3 of Tender Dossier, has to be followed as Employer' Requirement.</p>
5.	<p>We understand that the influent data indicated at page 227 of Volume 3, Employer's Requirements already include the Septic sludge. Please confirm.</p>	<p>It is confirmed that the influent data on the Item 3.3, page 227 of Volume 3 includes additional input from septic tanks.</p>
6.	<p>We don't understand the maximum flow to be treated by the plant in stage II. Table 3.6.3.1.3 states that the design flow of inlet pumping station towards WWTP is 547 l/s, table 3.6.3.1.5 states that the maximal flow of aerated grit and grease chamber is 857 l/s, table 3.6.3.1.6 states that the flow of primary settling tanks is 772 l/s (386 x 2). Please clarify.</p>	<p>As the question actually consists of two main questions, please see the following answers:</p> <p>a) The maximum flow to be treated by the plant in stage II is 857 l/s.</p> <p><u>For additional information:</u> The design flow of inlet pumping station towards WWTP is based on a maximum storm flow of 410,3 l/s in stage I. The maximum storm flow of automatic fine screen includes the flow from the inlet pumping station on the WWTP (410,3l/s)</p>

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		<p>and the flow from the pumping station Bjeliš (PS Bjeliš is NOT part of this Contract – however, a possibility for connecting the incoming pipe from P.S. Bjeliš has to be foreseen) which needs to be regulated under 214,7 l/s in order to maintain the maximum flow of 625 l/s on automatic fine screens.</p> <p>In Stage II the design flow of inlet pumping station is foreseen to be 547l/s, when the pollution in the Slavonski Brod increases from 80.000 PE to 100.000PE and is not part of this Contract and not an the obligation of the Contractor.</p> <p>The maximal flow 857l/s through aerated grit and grease chamber includes the flow from the pumping station on the WWTP and the capacity of the pumping station Bjeliš in stage II (310 l/s) at maximal storm water flow.</p> <p>b) In contrary to the aforementioned parts of the WWTP the volume of the primary settling tank is calculated according to the maximal dry weather flow for the stage II which is 386l/s (2x193 l/s).</p>
7.	<p>The process flow diagrams of Volume 5 indicate the volumes of the several sections of the plant, but that values does not respect the parameters of Employer's Requirements, Section 3 "Description of works". For instance the primary settling tanks, with a design flow of 386 l/s and 1,3 h of retention time, should have a unit volume of 1806 m3, while the Process Flow</p>	<p>We confirm that with a design flow of 386 l/s and 1,3 h of retention time, the minimum volume for the both settling tanks is 1.806 m3 (or 903 m3 per each). The tenderers have to respect the parameters of the Employers Requirements.</p>

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	Diagram indicates an unit volume of 918 m3. Please confirm that the Tenderers have to respect the parameters of Employer's Requirements, Section 3 "Description of works"	
8.	We would like to know if it is necessary for all the members of a JV/consortium to pick up the tender documents. Does the lead member need to pick up the tender documents also?	It is not necessary for all the members of a JV/consortium to pick up the tender documents and it is not important which member of a JV/consortium picks up the tender documents.
9.	The form of the letter of intent of the bank states " We_____declare that we are willing to offer banking facilities under the conditions of the rules and regulations of _____ exc. I presume that this must be filled out with the rules and regulations of the country or Republic of the Tenderer's own country." Please clarify and give example. THIS MATTER IS URGENT.	No, this form must be filled out by the rules and regulations of the respective Bank. For example: We, the undersigned, <i>name and adress of BANK</i> declare that we are willing to offer banking facilities under conditions set out in Rules and Regulations of <i>the BANK</i> in favour of <i>name and adress of Tenderer</i> for the sum of 3.000.000,00 € (inwords: threemillionEUR) relating to the execution of Works on project IPA CCI No: 2008HR16IPR003 "Water Supply and Sewerage System with Wastewater Treatment Plant for Slavonski Brod - Construction of Waste Water Treatment Plant", Public reference EuropeAid/128553/D/WKS/HR.
10.	Due to the especificy and complexity of the treatment required (SBR system) and due to the necessity of studying correctly the levels in case of flooding, we kindly ask for an extension of the deadline for submission of tenders, of 15 (fifteen) days.	Please see Answer No.1.

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11.	In the tender documents, it says that there is a geotechnical study available for inspection. Due to the importance of is it possible to have a copy? Can we take it in your office?	<p>Please, refer to answer on Question 4 in the Minutes of site visit and clarification meeting which was published on Web pages: http://ec.europa.eu/europeaid/work/funding/index_en.htm and http://www.voda.hr/hv-ipa-tenders-en) on May 4, 2011.</p> <p>Geotechnical Report is available for inspection in the premises of Hrvatske vode. Tenderers can pick up a hard copy of the Report from June 3, 2011 in the premises of Hrvatske vode.</p>
12.	<p>Location permit was issued on 16th February of 2009, which means that 2 years has passed and the permit has expired.</p> <p>Was the extension of validity requested, or is it the obligation of the bidder (for Investor)?</p>	Validity period of location permit was extended until February 3, 2013.
13.	Are any amendments to Location permit, in accordance with the proposal of the bidder, also a duty of the bidder on behalf of Investor?	<p>Confirmed.</p> <p>As stated in Volume 3 of Tender Dossier the location permit is already issued according to the preliminary design done by Hidroelektra-Projekt d.o.o. in consortium with Büro dr. Lengyel Zt GmbH. In case that Contractor's offer deviates substantially from the assumptions on which the Location permit is based, the Contractor will be responsible to prepare an application for the revision of the location permit and to obtain the revised location permit.</p> <p>All costs for obtaining the location permit will be borne by the Contractor.</p>
14.	<p>Who bears the cost of fees for the issuance of General permit, such as:</p> <ul style="list-style-type: none"> - Power fees according to needed power; 	<p>The Contractor bears cost of all fees which are necessary for construction and trial operation.</p> <p>All connections are foreseen within the site location. Physically</p>

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	<ul style="list-style-type: none"> - Water charges to the IM-1 form; - Utility charges (Komunalna naknada); - Connection of water supply, gas, TK etc., or is it a fixed cost anticipated for all bidders? If Contractor bears those charges, please let us know where are connections proposed and how far are they from site?	connections will be done by the relevant infrastructure companies in Slavonski Brod upon payment of fees by the Contractor's side. In addition refer to Q/A Nr. 34.
15.	Is the access road as a "double road" <ul style="list-style-type: none"> - From the canal embankment Glogovica (existing dirt road) - From the Stanko Vraz street in Slavonski Brod? 	Yes, as stated in Volume 3 of Tender dossier, Item 3.6.5.3.3 Access roads, page 248 and as well as given in Volume 5 of Tender dossier, List of drawings attached - No.3, Access roads consist of two lanes with a total width of 6 m for the road from the Stanko Vraz street and with a total width of 8 m for the road from canal embankment Glogovica.
16.	Is the decision on the final altitude elevation for location (internal handling and other areas) left to the bidder or is it defined by and Location permit, all considering the 100-year high water elevation of Sava river from +90,80 m elevation, or high water elevation of Sava river from +90.43 m elevation?	As stated in Volume3 of Tender dossier, Clause 3.2., : The elevation of the plateau should be around 89,00 m above the sea level, however the exact level should be determined after examination of the level of ground water and level of the river Sava. The Contractor is obliged to obtain the latest data on all levels and make decision on the final altitude elevation for location.
17.	Is the cost of relocation of HV cables on the location fixed cost adopted with the same anticipated cost for all bidders, or each Bidder must include it in their costs?	No, the cost of relocation of HV cables on the location is not a fixed cost. Each Tenderer has to include it on its own cost, because it is in close correlation with Tenderer's technical solution.
18.	In the situational view, it is not specified a place and method for air purification. Is it left to each bidder to foreseen it by themselves?	Yes. Each Tenderer has to foresee adequate system of ventilation and air purification, but all according to Employer's Requirements as stated in Volume 3 of Tender Dossier. Location and technical solution is left to Tenderers.

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19.	Is it necessary to set the drillhole (or 2) to measure the quality of groundwater or is it already done in existing geotechnical investigation works?	The measure of the quality of groundwater has to be done by the Contractor, because it is not already done in the frame of aforementioned geotechnical investigation works.
20.	Is it taken so called "Zero-state" on the site (noise, air, groundwater quality, etc.) as a reference to the situation when the device is operational, or it also enters into cost for bidding?	The Contractor is obliged to respect all special conditions which are given within Location permit and all Croatian legislation in force. Furthermore, all costs shall be borne by the Contractor.

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21.	<p>Volume 1, ITB, article 12 INFORMATION/DOCUMENTS TO BE SUPPLIED BY THE TENDERER</p> <p>Please clarify which documents to be given as attachment to the Forms must be in original and which can be supplied as the copies of the already issued original documents.</p> <p>It is clear that</p> <ul style="list-style-type: none"> • power(-s) of attorney (-ies), • bank reference letter, • tender guaranty, • company statement on PRAG art 2.3.3 • Consortium agreement <p>must be originally signed. Which of those documents must be notary approved.</p> <p>Does other documents as balance sheets, profit/loss accounts, company registration must be submitted as original, or they can be submitted as copy of original document if original document is issued within the time frame defined in tender document?</p>	<p>All documents provided as attachments to the Forms must be submitted either in an original or as notary approved copy. The original documents do not need to be notary approved.</p> <p>Furthermore, all documents that are originally in a language other than English must be submitted in a notary approved translation to English language.</p>
22.	<p>Do we have to protect objects (first of all: coarse screen, inlet pumping station, outlet pumping station) against high water from the sewage system? If yes, on which height has to be upper edge of those objects?</p>	<p>Please, refer to Volume 3, Sub-Clause 3.2, page 223.</p>
23.	<p>In Tender documentation, it is not specified time for pumping waste water from outlet pumping station in event of high water Sava. It's depending on weather! In order that all Tenderers could take equal element</p>	<p>The volume to be pumped during Trial operation period can only be predicted in the frame of statistics, as it is subject to natural phenomena and depending on in which period of the year the Trial period will be conducted.</p>

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	for this calculation, please define how many cubic meters in Trial operation time, 240 days, has to be pumped (m3/Trial operation).	Available hydrological-statistical information referring to high water patterns of Sava river can be inspected at premises of Hrvatske vode, Ulica grada Vukovara 220, Zagreb.
24.	Volume 3, item 3.6.3.4.5. Sludge dewatering; Table regarding „flow of single mechanical dewatering unit“. The stated value of 30 m3 /h is to be considered as hydraulical capacity or working capacity?	The value of the 30m3/h is hydraulic capacity of the sludge dewatering system.
25.	In reference to Sub-Clause 1.1.3.12 In the General Conditions of Contract no Sub-Clauses 1.1.3.10 and 1.1.3.11 are stated. Maybe a tipping mistake with the numbering is happened. Could you please clarify?	Assuming that the question refers to Particular Conditions we clarify that it was a typing mistake. Instead of Sub-clause 1.1.3.12, please read Sub-clause 1.1.3.10.
26.	In reference to Sub-Clause 1.6 As defined in the former Sub-Clause 1.6 of the General Conditions of Contract, the costs imposed by law in connection with the entry into the Contract shall be borne by the Employer. We assume that this is also valid for this contract. Please confirm.	Not confirmed. As stated in Volume 2 of Tender Dossier, Section 3, Particular Conditions, Sub-Clause 1.6 of General Conditions was deleted and substituted by a new text.

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27.	<p>In reference to Sub-Clause 3.6 Within which time period is the Contractor allowed to deliver in writing any amendments or changes of the Minutes of Meetings (MoM) after the issuing date? Could you please clarify.</p>	<p>As stated in Volume 2 of Tender Dossier, Section 3, Sub-clause 3.6,: "The minutes of the meetings shall be prepared by Engineer, and shall be issued to the Contractor within one day after the meeting for previous clarifications." It is normal that Engineer leaves the Contractor the reasonable time of one day for any amendments or changes.</p>
28.	<p>In reference to Sub-Clause 4.17 Could you please specify "the equipment proposed in the tender"?</p>	<p>"The equipment proposed in the tender" refers to Equipment for the execution of works, which shall be proposed by the Tenderer according to Form 4.6.2., Volume 1 of Tender Dossier.</p>
29.	<p>In reference to Sub-Clause 6.7 "Within 28 days after receiving the Notice of the Commencement Date (7 days prior to Commencement Date), the Contractor shall submit HSE Plan" is inconsistent with "Contractor shall obtain approval of the HSE Plan from the Engineer, prior to the Commencement of Work." Could you please clarify?</p>	<p>We clarify that the Commencement Date is not identical with the Commencement of work. As stated in Volume 2 of Tender Dossier, Sub-clause 6.7., the Contractor shall submit HSE Plan within 28 days after receiving the notice of the Commencement Date. The text in brackets "(7 days prior to Commencement Date)" are not included thus there is no contradiction. Furthermore, the Contractor must not start with the execution of construction works prior to obtaining the approval of HSE Plan of the Engineer.</p>
30.	<p>In reference to Sub-Clause 8.3 Is "MS project" compatible with Employer's Project Management software? Please confirm.</p>	<p>Hrvatske vode as Employer use Oracle- Primavera PM software for monitoring of all Projects. It is up to Contractor to secure the compatibility of his software with Oracle-Primavera software.</p>

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31.	<p>In reference to Sub-Clause 11.12 Unfortunately we do not understand the wording "land defects"? Could you please explain?</p>	<p>As stated in Volume 2, Sub-Clause 11.12 of Tender Dossier: "The Contractor shall be liable for essential demands for the construction and land defects." Please see the quotation from Civil Obligations Act (Official Gazette 35/2005,41/2008), Section 12, chapter IV LIABILITY FOR ESSENTIAL REQUIREMENTS OF A CONSTRUCTION, Article 633, paragraph (2) <i>"The contractor shall also be liable for any defects of the land where the construction was erected, detected within a period of ten years from the date of delivery and acceptance of works, except where geotechnical examination or other appropriate document has shown the land to be suitable for construction and there was no indication in the course of construction that would cause the said documents to be questioned."</i></p>
32.	<p>In reference to Sub-Clause 17.78 Maybe there is a tipping mistake happened, S.Cl. 17.78 is stated instead of S.Cl. 17.7. Could you please clarify?</p>	<p>Yes, it was typing mistake. Instead of Sub - Clause 17.78, please read Sub- Clause 17.7.</p>
33.	<p>In reference to Sub-Clause 2.1.5 Technical Documentation Pursuant to the above mentioned Sub-Clause it is in the Contractors responsibility to obtain the building permit. Usually this is in the responsibility of the Employer under a common Design and Built Contract; therefore we kindly ask for following clarification: A late or non issuing of the building permit (> 45 days) caused by the authorities could results in a delay in the total contractual construction period which could be subject of delay damages acc. to SC 8.7.</p>	<p>Assuming that the question refers to Volume 3, we clarify as follows: According to Form 2.2., Appendix to Tender which is included in Volume 1 of Tender Dossier, defined Time for Design for obtaining Building Permit (SC 8.3) is 150 days. As stated in Volume 3 of Tender Dossier, Clause 2.1.5., Main Design (Building Permit Design), page 30: <i>"Time for Design for obtaining Building Permit according to the Volume 1 Form 2.2. shall be calculated from the Commencement date until date of submission required documentation to the Authorities for obtaining a Building Permit."</i> Within these 150 days the procedure of approval by the Engineer (21 days plus revision steps if any) and the reviser have to be included.</p>

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	<p>Will in such case - delay not caused by the Contractor or its design - an Extension of time be granted? Or has this possible delay and its resulting penalty to be considered in the price (as additional risk overhead)?</p>	<p>If the Contractor fails to comply with Sub-Clause 8.3, paragraph (d) - Design for Building Permit, enabling a Building Permit to be obtained (150 days), the Contractor shall pay delay damages. If the Authorities for obtaining a building permit fail to issue a building permit within 45 days despite the documents submitted are appropriate, (meaning a delay not caused by the contractor), any additional day going beyond the 45 days may entail an extension of time.</p>
<p>34.</p>	<p>In reference to Sub-Clause 3.2, Current State of the environment Pursuant to the above mentioned Sub-Clause all costs in relation to the design and construction of the power supply to the Site shall be borne by the Contractor. The connection fees in Euro per kW installed are borne by the Contractor. a) Are there any other fees / communal taxes which shall the Contractor consider in his price e.g. fees for portable water, gas, road etc.? b) In case of further fees could you please specify the amount of each fee?</p>	<p>Sub clause of Volume 3, 3.2 Current state of environment, does not stipulate provisions on costs for power supply etc. However, we clarify as follows: Firstly, please see Answer No. 14 and secondly find below provisional fees of connections to relevant infrastructure which are provided by the authorised companies in Slavonski Brod and which are valid <u>at this moment</u>. Power supply – 1.350 Kn per KW (KW depends on Tenderer technical solution) Gas – connection 35.000 Kn, gas pipeline approximately 610 m (200 Kn per meter) Water supply system – approximately 610 m (550 Kn per meter) Telecommunications - connection 2.000 Kn Utility and other fees necessary for obtaining Building Permit – depends on Tenderer technical solution For final Clarification: these costs are for the installation and operation during construction (electricity for cranes, concrete mixing etc.) and during trial period for operating the plant. The gained physical and legal accesses to utilities will become the future ownership of the employer.</p>

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35.	Annex to Tender: Please explain the meaning of "unforeseeable" in section §5,1 of the Annex to Tender. Surely if the errors are unforeseeable the Contractor can not register them as errors? Please confirm if the 3 rd paragraph of §5.1 of the GC Conditions of Contract can remain unchanged without the word "unforeseeable".	If you mean: Volume 1 of Tender Dossier, Appendix to Tender, page 40, 2 nd row: <u>Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements</u> , this title should be read as follows: Duration of scrutinise period. We confirm that the 3rd paragraph of §5.1 of the GC Conditions of Contract remains unchanged.
36.	Particular Conditions of Contract: Please confirm that the amendments to clause 4.24 in the Particular Conditions of Contract are additional to the FIDIC (yellow book) contract and that the Contractors rights with respect to Extensions of Time and Additional Costs included in § 4.24 remain unaffected by this addition.	Confirmed.
37.	Please confirm that § 8.10 is not deleted, but that the text in the Particular Conditions is additional only	Confirmed. The text in the Particular Conditions is additional only. Instead of: Delete Sub-Clause 8.10 and substitute: Read: Add to Sub-Clause 8.10:
38.	With regards to §15.2: Please confirm that the words "has contravened Sub-Clause 4.4" refer only to the first paragraph of §4.4 of the FIDIC yellow book.	Not confirmed. The words refer to the whole paragraph 4.4 of General Conditions which are amended with the text in Particular Conditions, Sub- Clause 4.4.

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39.	Municipal Waste Water requires usually concrete with exposition class XA1 without further coatings. When we use concrete C30/37XA1 for the buildings is there any coating necessary?	Surfaces of concrete in the quality C30/37XA1 and in contact with regular municipal waste water do – in general - not require an additional coating. However, the application of coating for concrete type C30/37XA1 can become necessary depending on the quality of executed construction works as well as type of the building.
40.	Can you please specify what is the maximum level of underground water table on the location of future WWTP in Slavonski Brod, according official measurements	As stated in Volume 3 of Tender dossier, Sub-Clause 3.2. Current state of Environment, Groundwater level varied from -1,90 m up to -3,90 m from the surface. Official measures were made in December 2007 and results are included in Geotechnical Report which is available at the premises of Hrvatske vode (refer to Q/A Nr. 11). It is also important to emphases that the maximum level of underground water is subject to natural situation and depending on the period of the year and weather conditions.