

CORRECTION CLARIFICATION OF RFP

RFP No.: 7014-EOI-39990

**Selection of Consulting Services for: NORTH WESTERN REGIONAL
WASTEWATER PROJECT – PROJECT IMPLEMENTATION SUPPORT AND
CONSTRUCTION SUPERVISION, FOR SEWERAGE AND WASTEWATER TREATMENT PLANT
NOVO SELO NA DRAVI**

Client: Međimurske vode d.o.o. Čakovec, Country: CROATIA

In Request for clarification/question No. 4. the Answer 3 is modified

No.	Request for clarification / question	answer
1.	We note that the Consultant will be required to provide support to the PIU for „appropriate design and preparation of technical specifications“ Does this mean that all design works will be/have been prepared by the PIU with Consultant checking the design or will the Consultant be required to prepare detailed design?	The Consultant will be required to provide support to the PIU for appropriate preparation of technical specifications and tender documentation for performance of works (construction works on sewerage), based on already prepared technical documentation (Preliminary design and Main design);
2.	The Terms of References state that project is based on „already prepared documentation“ Does this include full design of the works and has the Location permit been obtained?	The „already prepared project documentation,, means that the Preliminary and Main project is prepared and Location and Building permits are issued.
3.	Based on our previous experiences of projects in Croatia a Health and Safety coordinator is a legal requirement for a project of this nature. No mention is made in the TOR of this nor is usch a position listed in the Personnel Requirements. Could you please confirm or otherwise that such a role will be required and has not been included within any budget estimates	To provide a Health and Safety Coordinator will be the obligation of performer of works (Contractor for construction works). Therefore the ToR for the above noted project does not mention this position in the Personnel Requirements.
4.	<p>Scope of Work, Chapter 4.5 “Support in preparation of technical requirements”: In this chapter it is mentioned “..... the Consultant shall prepare the required design and technical specifications in the detail sufficient for inclusion in the tender documents.....”</p> <p>Question 1: Considering the short period for tender document preparation, (which is 2 month according to chapter 5.2) we would kindly ask you to specify the scope of design works to be done by the Consultant. Is it required that the Consultant makes the detailed design of the Wastewater Treatment Plant (WWTP), the sewer lines and the 3 pumping stations?</p>	<p>Answer 1: No, the Consultant is not obliged to prepare detailed design of the WWTP, sewer lines and 3 pumping stations. The Consultant should prepare technical specifications for tender documentation according to already prepared Main design for WWTP.</p>

	<p>Question 2: Given the short time for the preparation of tender documents we would assume that the detailed drawings for sewers and pumping stations and WWTP as well as the quantities for the Red Book tender Documents (BoQ) are readily available and approved by the Client. Please kindly confirm.</p> <p>Question 3: In the scope of work it is not mentioned that the Consultant shall perform site surveys (topographical surveys, geotechnical investigations....etc..). Please clarify if this information is available in the existing project documentation, or if the Consultant has to do the surveys for both project parts the sewers incl. pumping stations and the WWTP?</p>	<p>Answer 2: Yes, detailed drawings for sewers and pumping stations and WWTP are ready, as well as Bill of Quantities prepared by the designer</p> <p>Answer 3: The Consultant hasn't to do surveys. The information about topographical surveys and geotechnical investigations is available in the existing project documentation.</p>
5.	<p>Scope of Work, chapter 4.1 "Project description"</p> <p>In this chapter it is mentioned that "...sewerage and central WWTP will be based on the FIDIC RED BOOK Conditions of Contract", which implies that the detailed design has to be provided by the Employer to the Contractor. However in chapter 4.8.2 at page 62 it is mentioned that the Consultant shall...."Monitor and check the progress and quality of the detailed design under the responsibility of the Contractor for the construction of the wastewater treatment plant (WWTP)".</p> <p>Question 4: Please kindly clarify who will prepare the detailed design for WWTP, the contractor or the Consultant?</p> <p>Question 5: Please kindly clarify if it is intended to tender the works in one single works contract or in several contracts (e.q. Contract 1: WWTP, Contract 2: Sewerage and pumping stations)</p>	<p>Answer 4: The Contractor will have to prepare the Detailed design for WWTP ("Izvedbeni projekt" POV-a)</p> <p>Answer 5: The works will be contracted in two contracts: one for sewage system and the other for WWTP.</p>
6.	<p>Requirement, Chapter 6.1 "Personnel":</p> <p>Question 6: Please kindly clarify the tasks of the "Contracting Expert". Is this function similar to a "tender documents/procurement expert"</p> <p>Question 7: Please kindly clarify the tasks and functions of the "Wastewater Management Expert" in view of the Consultants scope of work.</p>	<p>Answer 6: for the Contracting Expert please refer to ToR section 4.6</p> <p>Answer 7: for the Waste water expert please refer to section 4.5, 4.6 and 4.8 and 4.9 as considered suitable and applicable of the ToR</p>

7.	<p>Data Sheet 21.1 “Criteria” Question 8: Please kindly clarify how the “non-key experts” will be considered in the evaluation.</p>	<p><u>Answer 8:</u> The non-key experts will not be taken into account in the evaluation of the tenders. The sole criteria applied to the evaluation of proposals are listed in the section of the TDS.</p>
8.	<p>Chapter 6.3. “Facilities to be provided by the Consultant” Question 9: Please kindly clarify which “notarizing expenses” have to be borne by the Consultant.</p>	<p><u>Answer 9:</u> none this is a redundancy</p>
9.	<p>Special Conditions of Contract 14.01 states: Expiration of Contract: The time period shall be 18 months (after contract will commence), for construction works, plus 12 months for Defect Liability Period. Question 10: In chapter 5.1 the total project duration is 2+3+18+12= 35 months. Please clarify if the project duration is 35 or 30 Months</p>	<p><u>Answer 10:</u> Project duration for Consulting Services is 35 months, according to Indicative Terms of References, 5.2. Commencement Date and Period of Implementation</p>
10.	<p>In Form Tech-1 it is stated: {If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with: Question 11: We assume that it is accepted that the Consultant submits his proposal as “Consortium” which consist of several partner firms, where the partners are jointly and severally liable to the Client for the performance of the Contract. Please kindly confirm.</p>	<p><u>Answer 11:</u> Only a joint venture as a business arrangement is eligible under point 6. Eligibility, Section 2. Instruction to Consultants</p>
11.	<p>General Conditions of Contract, Clause 23, “Liability of the Consultant states”: Subject to additional provisions, if any, set forth in the SCC, the Consultant’s liability under this Contract shall be as determined under the Applicable Law. Question 12: What is the Liabile of the Consultant according to Croatian Law?</p>	<p><u>Answer 12:</u> Consultant’s liability under Croatian law is regulated by regulations in the field of building and civil obligations.</p>
12.	<p>Special Conditions of Contract, clause 24.1, “Insurances”. Question 13: Please kindly inform about the coverage of the following insurances according to the applicable Croatian law: (b) Third party motor vehicle liability, (c) Third party liability insurance (d) Employers liability and worker’s</p>	<p><u>Answer 13:</u> The insurance policy for third party motor vehicle liability is obligatory for all owners or vehicle keepers under Croatian law. Any damages to third parties can be covered by insurance policy for general third party</p>

	compensation.	liability insurance. Please consult insurance companies about the details.
13.	<p>Form Tech-6: Team Composition, Assignment and Key Experts' inputs:</p> <p>Question: It is difficult to fill Tech-6 presented in the ToR for the supervision phase and to assess every expert's input according to deliverables. We would very much appreciate if you allow us to modify this form slightly and show the total time- input of each expert (home and field) and additionally to present as bar chart in the same form the time and duration of each expert's input (home and field).</p>	The Form Tech 6 should be filled in as included in the RfP and based on your best knowledge and understanding of the scope of work. During contract implementation adjustments to the timing of inputs are allowable subject to Employers' approval.
14.	<p>General Conditions of Contract, Paragraph 45 "Mode of billing and payment":</p> <p>Question: Will the same Mode of Billing and Payment be used for the construction supervision phase and the other project phases (design, tendering, defects notification period?)</p>	Yes.
15.	<p>Special Conditions of Contract, Paragraph 42.3 "Price adjustment":</p> <p>Question: It is stated that no price adjustment on remuneration will be applied, which is very un-usual for a project with 35 months duration. Please kindly clarify if it is possible to apply price adjustment.</p>	This is to confirm that no price adjustments are considered applicable.