

## QUESTIONS & ANSWERS

### IN OPEN INTERNATIONAL PROCEDURE FOR

**Construction works of student and university dormitories within Project “Education for Social Inclusion” – CEB F/P 1746 (2011)**

**ICB No: RS-CEB-F/P 1746 (2011)-W-ICB-02/2019/METD**

Ref. Receipt		Questions	Answers
<b>Q1</b> <b>Answer</b> <b>attach to</b> <b>email</b> <b>27/01/2020</b>		<p>In your requests for proving business capacities you ask for submission of the employer’s certificate to be submitted as a reference and with the date of a certificate after the date of publishing of the procurement notice.</p> <p>Having in mind that on the pre-bidding meeting one of contracting authority’s representatives has mentioned that in sense of proving business capacity, or clearly references, it is enough to submit contract for the works execution and final payment certificate to it, our question is: if it is necessary to submit employer’s certificate with the date of a certificate after the date of publishing of the procurement notice or you will accept as relevant proof a contract for the works execution as well as final payment certificate from which it will be clearly seen the type and quantity of executed works?</p>	<p>In the Bidding Document, Section IV - Bidding Forms, in the Form FIN 4.4 - Specific construction experience, it is stipulated:</p> <p style="text-align: center;"><b>“Documentary evidence:</b></p> <p>The Bidder must provide the Certificate or Statement on good execution of the contract, issued by entity which awarded the contract. The Certificate/Statement should be issued after the date of publishing of this Procurement Notice.</p> <p>If a bidder has implemented the work experience in a JV/Consortium, it must be clear from the documentary evidence (Certificate/Statement on good execution of the Contract) the percentage/value of the works that the Bidder has successfully completed.</p> <p>The original Certificate/Statement on good execution of the contract, issued by entity which awarded the contract, must be provided and attached.”</p> <p>With the offer the Bidder may also submit supporting documents confirming the statement from the Certificate/Statement on good execution of the Contract (contracts and final payment certificate).</p>
<b>Q2</b> <b>Answer</b> <b>attach to</b>		<p>Please specify which buildings the lead partner of the consortium/joint venture is obliged to entirely execute, and which buildings are</p>	<p>In the Bidding Document, Section II - Bid Data Sheet, under ITB 4.1 it is stipulated:</p> <p>“For LOT 1, and in case of</p>

<p><b>email</b> <b>27/01/2020</b></p>		<p>allowed to other partners to execute.</p>	<p>JV/Consortium, it must be clearly underlined in Joint venture/consortium agreement which facility shall be executed by which JV/Consortium member. Each member must complete at least 1 (one) facility, and Lead member must complete at least 2 (two) facilities. One JV member must execute construction of facilities 3 and 5&amp;5a with Landscaping and Infrastructure.”</p>
<p><b>Q3</b> <b>Answer</b> <b>attach to</b> <b>email</b> <b>27/01/2020</b></p>		<p>In your requests for financial guarantees you ask for submission proofs on having insurance for professional liability at the amount of EUR 1 million. Having in mind that acquiring of this insurance policy with such high amount is extremely expensive, as well as that such requirement for that large sum is unusual, our question is: if you will accept binding letter of intent issued by the insurance company, and that we, in case of signing the contract, will submit required insurance policy for professional liability? Having in mind that required insurance policy for professional liability is legally prescribed at amount of EUR 50.000 a year, as well as this policy is usually submitted at the time of contract signing or the profession step in, more accurately when realization of subject contract has started, we please you to accept this suggestion of ours and allow submission of binding letter of intent for submission of insurance policy.</p>	<p>The requirement stated in the Bidding Document, Section III – Evaluation and Qualification Criteria, under point 5 - Personnel, 5.1 - Key personnel, stipulates: “At the moment of Bid submission, the Bidder must present valid insurance policy for professional liability, which covers liability due to violation or deviation from the existing rules of the profession determined by professional standards for each profession individually, that is, non-execution and failure to act with the care of a good expert for whom the Contracting Authority is responsible, in accordance with respective law and in the following amounts: - <b>For Lot 1: EUR 1.000.000</b> - <b>For Lot 2: EUR 200.000</b>  The documentary evidence is a valid liability insurance for Engineer – Professional Responsibility. If Bidder submits the Bid for more than one lot, the insurance amount must be the sum of the requested amounts for each lot he is bidding for. In the case of a JV/Consortium, this requirement must be met by Lead partner.” Please note that the insurance policy for professional liability is legally prescribed at minimum amount of EUR 50.000.</p>
<p><b>Q4</b> <b>Answer</b> <b>attach to</b></p>		<p>In the view of technical capacities and in connection with mechanization, you request mechanization that is in ownership</p>	<p>The requirement stated in the Bidding document, Section III – Evaluation and</p>

<p><b>email</b> <b>27/01/2020</b></p>	<p>or leased but not rented.</p> <p>Our question is: if it is acceptable to submit a contract for rent of mechanization, signed and valid at the time of the bid submission, i.e. the proof that required mechanization available at the time of bid submission, as well as in the course of contract duration, or duration of the contract realization – works execution?</p> <p>Our opinion is that rent contract, as well as equipment rented, is equal to ownership of equipment looking from the side of the Employer because we think that for Employer it is essential that the bidder/contractor possesses required equipment in order to execute all agreed works in a quality manner and on time. Rented equipment is however equipment which is as available as those which is wholly repaid and in ownership. Also, leasing contract is essentially contract for rent, and until repayment of the whole sum.</p> <p>Having in mind all mentioned, we please you to adopt our suggestion and allow rented equipment in the view of technical capacity.</p>	<p>Qualification Criteria, under point 6 - Equipment, stipulates: "The rented equipment is not acceptable."</p>
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In Belgrade, 3<sup>rd</sup> February 2020