

Interreg - IPA CBC

Bulgaria - Serbia



Republic of Serbia
 Cultural-educational center Boljevac
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List of questions and answers

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Subject: Reconstruction works of Cultural-educational centre Boljevac

QUESTION	ANSWER
<p>Does the period of implementation of the 4-month tasks specified in the tender dossier, Volume 1, Section 1, Works Contract Notice, Article 4, include the period for the submission of works by the contractor according to the Law of Planning and Construction?</p>	<p>Yes. According to Law of Planning and Construction of Republic of Serbia, Article 148, the Investor (in this case: Contracting Authority) is obliged to perform registration of works with authority that issued building permit at least 8 days before starting performance of works. Same Article states that deadline for work completion starts to count from the day of that registration. In this respect, Contractor will be introduced in site work on the 8th day of registration of works by the Contracting Authority, but the period for completion of works (4 months) will start to expire 8 days before that day.</p>
<p>Does the 4-month implementation period of the tasks specified in the tender dossier Volume 1, Section 1, Works Contract Notice, Article 4, include the maximum duration of the defect liability period of 30 days, as defined in Article 61.7 of the Special Conditions of the Contract from the tender dossier Part</p>	<p>No. Contract Notice specifies period of implementation of tasks in Article 9. According to that, works should be finished by the end of the 4th month from the day of Contractor’s introduction in site work. Special conditions of this tender dossier (Article 61.1) specify that defect liability period starts on the day of</p>

2, Section 2?	<p>provisional acceptance of works. In this respect, having in mind that Contract Form of tender dossier (Volume 2, Section 1, Article 5, Point 2) states that provisional acceptance of works comes after the period of implementation of works (4 months), this means that defect liability period is not included into the period scheduled for implementation of works. Nevertheless, if Contractor finishes works before the deadline of 4 months from the day of introduction in site work, provisional acceptance will be performed according to that, and defect liability period will start to expire from that day.</p>
<p>Are the financial resources of the candidate listed in the tender dossier Volume 1, Section 1, Works Contract Notice, Article 14b, item 2, in the specified percentage of at least 70%, can be proved by a bank statement on the credit liquidity of the tenderer?</p>	<p>Yes, requirements for financial capacity can be proved by a bank statement on the credit liquidity of the tenderer. Overall financial requirements for tenderers will be also assessed from their public annual financial reports registered in duly manner according to law of the country in which tenderer is established.</p>
<p>In the form 4.2.3 of the Breakdown of the lump sum price from the tender dossier, Volume 4.2 of the Financial Offer, should all the items of the works from the Technical Specifications from Volume 3 of the tender dossier, including each description, unit of measure and quantity, be entered?</p>	<p>It is not necessary to rewrite all the items of the works from Technical Specification (Volume 3) into the grid in Volume 4.2.3 (Breakdown of the lump-sum price), but it is allowed if tenderer wishes to do full unit-based specification according to Volume 3 of tender dossier. It is possible that tenderer gives his own specification of resources that constitute lump-sum price (e.g. price of manual labor in workdays, price of material in units or lump-sum, price of transport in km, incidental and contingent expenses etc.) Purpose for this breakdown is to show how tenderer got to the lump-sum price, but is not necessary to give full Bill of Quantities. Article 4 of the same Volume states that the item description given in the Breakdown of the Lump-sum Price in no way limits the Contractor's obligations under the Contract to provide all the works described elsewhere.</p>
<p>In the form 4.2.3 Breakdown of the lump sum price, from the tender dossier, Volume 4.2 Financial Offer, should the lump-sum price in the last column be quoted in EUR and local currency (RSD) or only in EUR?</p>	<p>Last column in the Breakdown of the lump sum price grid (Volume 4.2.3) should contain lump-sum prices only in EUR.</p>
<p>Is it sufficient to enclose a copy of the Contract, a copy of the Contracting Authority Reference and from 4.5 a) Financial identification (attached for this occasion dated on 2014), where the tenderer has already signed another contract financed by the European Union, in accordance with the tender documentation Volume 1, Section 1, Instruction to tenderers, Article 8.6?</p>	<p>Yes. Instruction to tenderers (Volume 1, Section 1, Article 8.6 of the tender dossier) states that, if tenderer already signed another contract financed by European Union, copy of the Financial identification form or just file number received for that document can be enclosed. Nevertheless, if change occurred in the meantime that makes data of old Financial form obsolete, new Financial form is required.</p>



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