CLARIFICATION TO TENDER DOSSIER

Contract Title : Design and construction of the New Electric Traction Substation "Trebešica" – Railway Infrastructure of Montenegro (RIoM)

Publication Reference : EuropeAid/136807/IH/WKS/ME

QUESTIONS & ANSWERS

Question 1: Shall assuring of switching off existing 110 kV aerial input lines be a duty of the contractor? If yes, what will be the tax for it if the necessary time for montage of new aerial input will be appr. 4 days?

Answer 1: Everything beyond the portal will be the responsibility of the operator. The operator is Montenegrin Transmission System (http://www.cges.me/).

Question 2: Has the energy distributor been informed and has he approved that during of Trebešica substation reconstruction will be not possible the energy transmission between two existing aerial 110kV input lines?

Answer 2: The operator is notified, and during the construction of the plant there will not be disruption in the transmission of energy. The operator is Montenegrin Transmission System.

Question 3: Has the connection of newly reconstructed Trebešica traction substation been negotiated and approved with the energy distributor? If yes, has, the energy distributor determined some requirements?

Answer 3: We have an agreement in principle, and the application for the upgrading in installed capacity and on connecting the new plant is a regular procedure (Please note that for the old plant signed connection contract exists).

Question 4: Has the change of installed power from 2 x 7,5 MVA to 2 x 10 MVA been negotiated and approved with the energy distributors?

Answer 4: Please see the answer no 3.

Question 5: Is there any limitation in the operation interruption ("window") of Trebešica traction substation or will it be possible to take use of the window for the whole time of reconstruction, i.e. 24 months?

Answer 5: No, the old plant has to be fully dismantled. If eventually some activities have to be carried on near the railway line, the railway operator will be forced to close the rail line.

Question 6: Do the existing traction transformers show any oil drippings? If yes, would you please define the volume of polluted earth?

Answer 6: It can be noticed that the leakage is very small, practically is in non-measurable quantities. During the previous period no contamination test was performed. However, it is the Contractor obligation to design and perform remedy measures on the pollutants (PCBs, heavy metals, etc.). Accredited laboratory have to certify the findings. All waste that is characterized as a hazardous substance shall be temporary stored separately until its delivery to an authorized landfill operator (relevant information about authorized operators can be obtain from the Agency of Environmental Protection of Montenegro), all in accordance with the environmental legislation. If the soil under the

existing transformers is contaminated with PCB oil, the Contractor shall analyze the sample and, if confirmed, shall immediately store the contaminated soil and treat it as hazardous waste. It is the Contractor obligation to perform all necessary measures in order to guaranty that the material is stored and transported in line with environmental Montenegro legislation (to be secured from leaking, falling, and rollover as well as during the transport of the same). Testing, treatment and/or storage of the contaminated soil/hazardous material/equipment shall be performed fully in accordance to the environmental Montenegro legislation requirements.

Question 7: Drawing No. 2012/295557-04-07
Has the change of the position of new 110 KV aerial input lines and so change of the position of protective zones of these lines been negotiated and approved with the land owners?
Answer 7: The land on which the plant is erected is the property of the Railway Infrastructure of Montenegro.

Question 8: Drawing No. 2012/295557-04-07
Has the change of the position of new fence been negotiated and approved with the land owners?
Answer 8:
The land on which the plant is erected is the property of the Railway Infrastructure of Montenegro.

Question 9: Drawing No. 2012/295557-05-07
Will it be possible to extend the cable duct under the whole surface of rooms 1.01 and 1.02?
Answer 9: Yes, it will be possible.

Question 10: Volume 4, Schedule of Prices, Section 4, Breakdown of Mandatory Spare Parts and Tools
Items D9 and D12 cannot be delivered as individual spare parts (as being parts in a gas insulated space). Shall a spare field with 1 pc of circuit breaker and 1 pc of disconnector be offered instead?
Answer 10: Yes, we agree with the proposed offered solution.

Question 11: Volume 4
Shall mandatory spare parts be ordered and delivered in the frame of the Contract?
Answer 11: Yes, this is mandatory. These items shall be part of the Contractor's design as well.

Question 12: Volume 3, Section 3: Specifications for Electrical, Instrumentation and SCADA Works and Volume 5: Drawings. In Single Line diagram from Tender documents "ER_Vol_5_03_sch_ETS.pdf" are foreseen 3 pcs MV-feeder outgoing disconnector (61, 62 and 63), 2 pcs MV-coupling disconnector (R13 and R14) and 3 pcs surge arrestor (OP61, 62 and 63). This equipment is not marked in arrangement diagram "ER_Vol_5_04_sit_ETS.pdf".) Is it included in Tender scope? If yes, were it should be mounted?
Answer 12: Yes, it is contained. It is mounted on the column holder of contact network, as connection 25 kV switchgear to the contact network. It is defined by document Particular technical requirements - 3.4.9., which you can find in Volume 3, Section 5 of Tender documentation.

Question 13: Volume 3, Section 3: Specifications for Electrical, Instrumentation and SCADA Works and Volume 5: Drawings. In arrangement drawing "ER_Vol_5_04_sit_ETS.pdf" are not foreseen cubicles for the protection and control system of the HV-switchgear. Is it assumed that for each feeder (summary 4 pcs) of the protection and control panels has to be delivered?

Answer 13: The answer is Yes.

Question 14: Volume 3, Section 3: Specifications for Electrical, Instrumentation and SCADA Works. In Tender documents is not detectable a description of protection function. Is it possible, to get a list of minimum requirements of the function number from whole traction substation according international standard ANSI?

Answer 14: The requirements are covered by the regular standards - defined in the document General technical requirements, which you can find in Volume 3, Section 1 of the Tender documentation.

Question 15: Volume 3, Section 3: Specifications for Electrical, Instrumentation and SCADA Works, 4.13 SCADA SYSTEM, It is our understanding that Tenderer should deliver Station control system together with new SCADA system in Podgorica. Tender request is that SCADA should be compatible with existing dispatcher system in Podgorica. What this means? Could you provide us detailed description of existing dispatcher system?

Answer 15: The description is provided in the document Particular technical requirements - 3.4.8., which you can find in Volume 3, Section 5 of Tender documentation.
The documentation with the detailed description of the existing dispatch systems, in printed form, is located and available for consultation in the premises of the Railway Infrastructure of Montenegro (RIoM/ŽICG).

Question 16: Volume 3, Section 3: Specifications for Electrical, Instrumentation and SCADA Works. The DC-auxiliary system 110/24V DC is described in tender documents as two single battery system, one for 110V DC and one for 24V DC. Please confirm that is also possible to use a redundant system: 2 pcs battery charging system 110V DC parallel and 2 pcs DC-convertor 110V/24 parallel which will increase availability of the auxiliary system.

Answer 16: Yes, it is possible.

Question 17: Could You please confirm that the following understanding regarding VAT exemption for Subcontractors engaged on this Project is correct: for Subcontractors engaged by the Contractor on this Project, which will be executed based on a Framework Agreement concluded between the Government of Montenegro and the Commission of the European Communities, ie. Project that is defined by the point 12a) of the Article 25, of the MNE Law on VAT, and which perform the delivery of goods or services on the Territory of Montenegro, zero VAT rate shall be applied?

Answer 17: VAT exemption is related to the contract in its entirety, including the part of the works performed and invoiced by a subcontractor to the Contractor.

Question 18: Could You please confirm that, in case that the Contract is awarded to a group of companies, i.e. Consortium, according to the Article 21. of the Particular Conditions of the Contract, "Taxes and Customs issues" and Section 7 VOL 2 of Tender documentation," Instruction to Contractors on VAT/customs exemption for EC-funded projects", the appropriate VAT/customs exemption procedure described in Section 7, shall be applied to each Consortium member?

Answer 18: All members of the consortium are jointly and severally liable in accordance with the law governing the execution of contracts. One or more members of the consortium are authorized to legally bind and receive instructions for and on behalf of each member of the consortium, including the implementation of contracts, billing and payments, which must be mandatory defined by mutual agreement of all the members of the consortium. All members of the consortium are bound to remain in the consortium during the entire period of the contract implementation,
Consortium (represented by a leading member) has the freedom to decide which account will be given in the form for financial identification.

Question 19: In case that the Contract is awarded to a group of companies, ie. Consortium, is the following understanding correct: the tender documentation, as well as the contract, do not prevent each member of the Consortium to perform separate invoicing to the Customer, for its scope of works or services performed?

Answer 19: Please see the answer no. 18.

Question 20: Otherwise (see Question no. 8), please confirm that in the case of the necessity that invoicing has to be done only by one Consortium member, it can be either Lead or other Consortium member?

Answer 20: Please see the answer no. 18.

Question 21: What is the short circuit power on the 110kV node in ETS "Trebešica"?
What is the short circuit power on the 25kV node in ETS "Trebešica"?

Answer 21: The short circuit current is given below.

Short-circuit current in the node Trebešica 110 / x kV, 110 kV bus bars

Trebjesica, 110 kV

Year	Contribution	Three phase short-circuit			Single pahse short-circuit: subtransient period, symmetrical components			subtransient period, phases			transient period, symmetrical components			transient period, phases			steady state period, symmetrical components			steady state period, phases		
		I''_{3psc}	I'_{3psc}	I_{3psc}	I''_d	I''_i	I''_0	I''_A	I''_B	I''_C	I'_d	I'_i	I'_0	I'_A	I'_B	I'_C	I_d	I_i	I_0	I_A	I_B	I_C
2011	Podgorica 1	3.576,6	3.549,2	3.373,1	818,6	818,6	750,1	2.387,2	69,2	69,1	816,6	817,2	748,9	2.382,7	69,1	68,4	806,1	808,0	740,4	2.353,4	68,2	65,7
	Andrijevica	1.821,3	1.811,4	1.735,9	416,8	416,8	486,6	1.319,2	69,2	69,1	416,8	416,2	484,8	1.317,7	69,1	68,4	414,3	411,5	479,3	1.305,0	68,2	65,7
	Total	**5.397,8**	**5.360,5**	**5.109,0**	**1.235,4**	**1.235,4**	**1.235,4**	**3.706,2**	**0,0**	**0,0**	**1.233,4**	**1.233,4**	**1.233,4**	**3.700,2**	**0,0**	**0,0**	**1.219,4**	**1.219,4**	**1.219,4**	**3.658,2**	**0,0**	**0,0**
2015	Podgorica 1	3.670,8	3.649,2	3.472,0	831,8	838,9	757,6	2.428,3	77,5	78,9	832,2	837,3	766,2	2.425,7	78,5	79,3	826,1	826,8	746,7	2.398,5	80,4	78,7
	Andrijevica	1.917,1	1.892,5	1.779,0	434,4	427,3	508,7	1.370,4	77,5	78,9	431,6	426,5	507,7	1.365,8	78,5	79,3	422,8	421,1	501,3	1.345,2	80,4	78,7
	Total	**5.587,6**	**5.541,4**	**5.250,9**	**1.266,2**	**1.266,2**	**1.266,2**	**3.798,5**	**0,0**	**0,0**	**263,8**	**1.263,8**	**1.263,8**	**3.791,3**	**0,0**	**0,0**	**1.247,8**	**1.247,8**	**1.247,8**	**3.743,5**	**0,0**	**0,0**
2020	Podgorica 1	3.743,3	3.714,9	3.539,5	838,4	837,8	765,4	2.441,5	73,3	73,4	838,3	836,0	763,7	2.438,0	74,2	74,0	831,6	825,9	754,6	2.412,1	76,0	74,2
	Andrijevica	1.956,4	1.929,9	1.816,9	438,2	438,8	511,4	1.388,3	73,3	73,4	436,5	437,8	510,3	1.383,6	74,2	74,0	426,9	432,6	504,2	1.363,6	76,0	74,2
	Total	**5.699,5**	**5.644,6**	**5.356,3**	**1.276,5**	**1.276,5**	**1.276,5**	**3.829,5**	**0,0**	**0,0**	**1.273,7**	**1.273,7**	**1.273,7**	**3.821,2**	**0,0**	**0,0**	**1.258,4**	**1.258,4**	**1.258,4**	**3.775,3**	**0,0**	**0,0**
2025	Podgorica 1	3.746,7	3.719,1	3.549,1	838,8	838,2	765,9	2.443,0	73,3	73,3	838,8	836,4	764,3	2.439,5	74,2	73,9	832,4	826,7	755,4	2.414,5	75,9	74,2
	Andrijevica	1.958,2	1.932,1	1.821,8	438,4	439,0	511,6	1.389,0	73,3	73,3	436,7	438,1	510,5	1.384,3	74,2	73,9	427,3	433,0	504,6	1.364,8	75,9	74,2
	Total	**5.704,7**	**5.651,1**	**5.370,8**	**1.277,2**	**1.277,2**	**1.277,2**	**3.831,6**	**0,0**	**0,0**	**1.274,5**	**1.274,5**	**1.274,5**	**3.823,4**	**0,0**	**0,0**	**1.259,7**	**1.259,7**	**1.259,7**	**3.779,0**	**0,0**	**0,0**

Question 22: 3.2.3 – please, confirm that the existing transformers do not contain PCB.

Answer 22: According to our knowledge, the existing 110/25 kV power transformers do not contain PCB.

Question 23: 3.2.3 – if the previous answer is negative, please define whose responsibility shall be the permanent disposal.

Answer 23: Until now, the contamination testing was not performed. However, the Contractor's obligation is to perform soil testing.

The Contractor shall be obliged to prepare a waste management plan and provide for its implementation. Sorting and temporary storage of waste materials have to be in accordance with the waste law. All the waste generated during construction works should be sorted and transported to the location provided by a company responsible for temporary waste storage.

Materials resulting from excavation works shall be tested for presence of certain pollutants (PCBs, heavy metals, etc.), submitted to classification compliant with law and to further procedures. The soil under each transformer can be contaminated with transformer oil, so the Contractor shall be obliged to analyse soil samples and, if necessary, store the contaminated soil in a specialized waste deposit.

An accredited laboratory is to certify that the soil is free from contamination and can be used for backfilling of certain locations. All waste characterised as containing hazardous substances should be stored separately until it is delivered to an authorized operator.

In the case that PCB substances need to be stored as a hazard waste, it must be treated in line with the Directive 96/59/EC on the disposal of PCBs and PCTs.

Detailed information can be found in Tender documentation in the Volume 3 Section 5 Particular Technical Requirements in the item 3.2.3 Waste and Technical Solutions for Environmental Protection, as well as in Volume 3, Section 1 General technical Requirements item 9. Waste and technical solutions for environmental protection.

Please also see the answer no. 6.

Question 24: 3.2.3 – please, define the line of events in case hazardous materials are noted in the soil, presence of which being not attributable to the Contractor.

Answer 24: Please see answer no. 3.

Question 25: Is it required to engage the railway guards – authorized persons in charge to prevent the trains from riding through the Site, at the time when the tracks are occupied for the reasons related to the project execution.

Answer 25: The closure of the line will be performed in accordance with the regulations valid on railways. An official order for closure line has to be issued together with all necessary measures which have to be undertaken in order to perform the works in full safety.

Question 26: If the answer to the previous question is positive, please provide us a list of persons authorized by ŽICG for these activities. If the answer is negative, please explain how the works can be conducted safely during the regular commuting of the trains through the Trebešica station?

Answer 26: Please see answer no.25.

Question 27: What is the destination for the storage of the dismantled equipment? What is the destination for the storage of the existing power transformers?

Answer 27: The dismantled equipment and the existing power transformers will be deposited in the storage space of the Railway Infrastructure of Montenegro (RIoM/ZICG) in Podgorica.

Question 28: Please, confirm that the costs of the rail transport shall be borne by the Beneficiary, whereas the costs of loading and unloading shall be borne by the Contractor?

Answer 28: The cost of rail transport and the cost of loading and unloading will be borne by the Contractor.

Question 29: 3.3.3 – please, confirm that the concrete cesspool is required, and not the built one. Is it necessary to provide the vent, and if yes, where it should be?

Answer 29: This is defined in Tender documentation Volume 3, Section 5, Particular Technical Requirements, item 3.3. Construction part.

Question 30: 3.3.6 – please, define the (expected) location of the oil pit.

Answer 30: The successful tenderer shall propose the most suitable location for oil pit in the Main Design, which will be subject to Technical Control/Revision

Question 31: 3.4.2 – please, explicitly confirm that during the Works, the OHL Berane – Podgorica will be out of operation

Answer 31: Transmission line will be in operation.

Question 32: 3.4.5 – please, define requested short-circuit voltage (in %) and maximum allowed losses (no-load, short-circuit, fans).

Answer 32: This is defined in the document particular technical requirements - 3.4.4.,which you can find in Volume 3, Section 5 of the Tender documentation.

Question 33: 3.4.6 – this article defines the aspects of the protection of the transformer and MV bays, without explicit functions these control&protection units have to provide. Additionally, there are no requirements concerning the protection of the OHLs. Please, add the corresponding requirements**.**

Answer 33: The description of the protection function is defined in accordance with ANSI standard.

Question 34: 3.4.6 – please, define whether the control units are required in the AC and DC cubicles of the own consumption plant.

Answer 34: Yes, the control units are required.

Question 35: 3.4.7 – this article does not define the configuration of the control system – star or ring – please, define.

Answer 35: A more detailed description of the structure is expected to be defined by the Contractor within the main design.

Question 36: 3.4.10 – please, confirm that the invertors are not required.

Answer 36: Detailed specification will be defined by the Main Design.

Question 37: 3.4.12 – please, define either the level of lighting in the whole facility, or minimum number of the lighting towers in the facility.

Answer 37: The required level of lighting is defined by the standards EN 12464-2, EN 12464-1, as per Volume 3, Section 1.

Question 38: 3.5.2 – what is the transport route for the data to/from ETS "Trebešica"? Is it OPGW on the OHL Berane-Trebešica-Podgorica, or is it a hard-wired telephone line or fiber-optic line? If such transport route does not exist, please confirm that the design, procurement, installation and commissioning of this route is NOT a subject of this Contract.

Answer 38: For transferring data fiber optical line will be used. All cost related to necessary equipment will be bared by the Contractor.

Question 39: 3.5.2 – as RTU has to communicate with the remote dispatching centre, please define the existing control system on the level of ŽICG.

Answer 39: The documentation with detailed description for the existing dispatch system, in printed form, is located and available for consultation in the premises of RIoM.

Question 40: 3.5.4. – should the fire detection system be centralized or decentralized?

Answer 40: The proposal of the fire detection and alarm system will be based and developed on the basis of fire protection concept prepared as a part of the project proposal. The proposal must be based on currently valid legal provisions and technical standards.

Question 41: Volume 3, Section 3: Specifications for Electrical, Instrumentation and SCADA Works, point 3.1 Ambient temperature, it is stated : "All electrical equipment and instruments for outdoor installation shall be designed for continuous operation at ambient temperature from - 40°C up to + 40°C." Since the current ambient temperature requirement for OCL and outdoor TPS components is from - 20°C up to + 40°C (taken from the "Technical manuals for design for OCL and TPS",valid for former Yugoslavia) and the maximum range for the standard equipment of this type in production is - 30°C up to + 40°C, please confirm that this max range of - 30°C up to + 40°C for equipment of this type is acceptable for You.

Answer 41: Yes we confirm, it is acceptable that electrical equipment and the instruments for the outdoor installation should be designed for continuous operation at ambient temperature from - 40°C up to + 40°C.

Question 42: Drawing Nr. 2012/295557-04-07
Will ŽICG assure the disassembly of existing 110kV aerial input lines (ETS Trebešica – Berane a Podgroica – ETS Trebešica) in section from the last poles EPCG to old input portal of Trebešica traction substation?

Answer 42: The complete dismantling of 110 kV equipment, including the mentioned segment is the responsibility of the Contractor. More details are provided in the tender documents Volume 3, Section 2-1.1; Vol.4, Section 2 - B.1 and C.1.

Question 43: Drawing Nr. 2012/295557-04-07
Will ŽICG assure the delivery of material and installation of new 110kV aerial input lines (ETS Trebešica – Berane a Podgroica – ETS Trebešica) in section from the last poles EPCG to new input portal of Trebešica traction substation, which will be delivered and installed by the Contractor?

Answer 43: Ensuring delivery, mounting (installation) devices and equipment is responsibility of the Contractor (as per Volume 3, Section 2 - Structural Steel and Iron work).

Question 44: Volume 3, Section 1 – General Technical requirements, page 28, 12.2 Shop tests "The type test documents must be submitted and evaluated in the Tender Document."
Please confirm that tenders are required to submit type test documents really in the tender phase.
If yes, would it be possible to submit only type test certificates in case, such were issued, because types tests may contain lots of pages of documentation and may encompass information with a character of intellectual property?
If the tenderer must submit whole type test documentation, how will the protection of intellectual property be assured?

Answer 44: Yes, we confirm that the type test documents must be submitted and evaluated in the Tender Document (as it is defined in Volume 3, Section 1 – General Technical requirements)
The protection of intellectual property has to be assured.

Question 45: Drawing Nr. 2012/295557-05-07
Is it possible to use air-insulated 25kV switchgear when it fits to the dimensions of the room 1.01 which are shown this drawing?

Answer 45: 25 KV power substation plant is defined in tender documents, as a single phase SF6 (GIS) power substation for indoor installation.
This means that air-insulated 25 kV switchgear cannot be used. 25 kV switchgear must be gas-insulated (GIS) switchgear as it is defined in Tender documentation.

Question 46: Will ŽICG assure temporary modifications of existing contact line at railway station Trebešica, when there will be necessary to assure switching off of the existing contact line on Track 1 and switching off of by-pass line for the purpose of works safety? At present the only possibility is to switch off the complete railway station.

Answer 46: Yes, the Railway Infrastructure of Montenegro will assure (when it will be necessary) the temporary modifications of existing contact line at the railway station Trebešica, to assure switching off of the existing contact line on Track 1 and switching off of by-pass line for the purpose of works safety.

Question 47: Volume 1 Section 4, Form 4.6.8. Accommodation for the Supervisor. Please give us the definition of "Supervisor" because there is no definition of Supervisor neither in the FIDIC General Conditions nor in the Practical Conditions of Contract.

Answer 47: The definition of "Supervisor" is the same as the definition of "Engineer", so in the tender document the term "Engineer"should be used.
(Supervisor- is a person which investor determines to fulfill its obligations under the Agreement. Staff Supervisor is composed of engineers of the appropriate specializations and other professionals who are trained to execute these obligations." (FIDIC – Yellow Book)).

Question 48: Volume 2 Section 3 Particular Conditions of Contract, Sub Clause 3.7.: "If applicable, within 14 days from commencement of the works the Contractor shall provide the offices and equipment required by Engineer's staff, according to the Breakdown of tender price and Employer's Requirements."
Please define, who will be responsible for the costs for the above mentioned accommodations, whether the Employer or the Contractor. If it shall be the Contractor, please define to which part of Schedule of

Prices (Volume 4. Section 2) shall these costs be included. Also please define the number of persons in Engineer's staff and quantity required equipment so that all tenderers can calculate equal items and it cannot happen that for example 4 people, 4 PC's and a scanner, etc. and thus all tenderers have equal conditions for the preparation of their bids.

Answer 48: The Contractor will be responsible for the costs for the above mentioned accommodations (as it is defined in Volume 3, Section 1 – General Technical Requirements – 16. Facilities for the Engineer). The number of persons in Engineer's staff is 4.

Question 49: Drawing Nr. 2012/295557-04-07
In case of EPCG requirement to keep transit between existing 110 kV aerial input lines during the reconstruction of traction substation Trebešica, who will be responsible for realization of this connection – Contractor, ŽICG or EPCG?

Answer 49: The Contractor will be responsible in the case that connection is needed. The activities shall be coordinated in cooperation with ŽICG and EPCG.

Question 50: Volume 4, Section 1 – Preamble, 2.1.1 Contractor's facilities
"Contractor should assure maintenance during period and removal of sites facilities at the end of the Contract", what do "Contract period" and "the end of the Contract" mean, do they include warranty time period, too?

Answer 50: Terms and duration of the: Time for Completion of the Works, Defects Notification Period (DNP), Period of Implementation are defined in the Contract (more specifically in the: General Conditions, Particular Conditions and Appendix to Tender). The term "end of the Contract" in the text "Setting up of Contractor's facilities, temporary fencing, other site preparation work, maintenance during the Contract period and removal of site facilities at the end of the Contract, etc." used in the Volume 4, Section 1, - Preamble 2.1.1. Contractors Facilities, shall be as reasonably required and/or defined thorough the Contract.

Question 51: Volume 1, Section 1, Sub-clause 1.2. 8.1., 8.2. and 9.3
Because until today there was not published a single explanation or clarification on the respective links stated in sub-clause 8.2. Volume 1, Section 1, and the latest term for issuing the questions answers is 11 days before the date for the tender submission (7.8.2015), we kindly ask the Contracting Authority to prolong the time for the tender preparation and postpone the submission date at least for 4 weeks. The time given for studying all the questions and answers, which may be issued on 7.8.2015, and incorporating new information in the bid, is now 6 working days, which is a desperately short time considering, that the tenderers need extra time for the bid completion – copying, numbering and signing, numbering and signing their bids, which normally take a couple of days.

Answer 51: The stated deadline in the Tender documentation for submission of bids will remain valid.

Question 52: ER_Vol_5_04_sit_ETS shows High voltage cable interconnection (dashed purple line), whereas the straight purple lines are considered to be Technological equipment of the new substation. Therefore, based on the drawing, one can easily conclude that the connection between KR-ST7-NT7-T1 and KR-ST8-NT8-T2 is made of AlFe rope (as defined in 3.4.1.1), especially having in mind that

the duct for the 110kV cables are never mentioned in the Tender documents. However, 3.4.3 indicates that even the previously mentioned sections should be connected by single-conductor cables. Please, define.

Answer 52: It is clearly defined in the Tender documents VOLUME 3, Technical Specifications, Section 5 Particular Technical Requirements, item 3.4.1.1. : "…single-conductor 110 kV cables between 110 kV feeder bays and traction transformers, including cable heads"; as well as in item 3.4.3. :"…the outgoing 110 kV feeder bays will be connected to traction transformers by single-conductor 110 kV cables. The cable head will be outdoor…"

Question 53: Related to the previous question, the specifications (construction, depth, width, slabs,…) for the 110kV cable duct were never precisely defined in the Tender documents. Please, define these

Answer 53: A detailed overview of the specifications needs to be given through the Main Design.

Question 54: 3.3.8 defines that the main cable route will be between transformer outpost and the substation building. Is there a specific reason why the cable ducts from the 110kV switchgear towards the substation building were not mentioned?

Answer 54: There is not a specific reason. In general, for the main cable route it can be considered complete cable line (supply line) from the 110kV switchgear towards the substation building.

Question 55: 3.4.10 – please, confirm that designation R11 corresponds to KM11 in the drawing ER_Vol_5_03_sch_ETS. If not, please, define what R11 is?

Answer 55: Yes, we confirm that designation R11 corresponds to KM11 in the drawing ER_Vol_5_03_sch_ETS.

Question 56: The drawing ER_Vol_5_03_sch_ETS does not show any link to the nearby transformer substation, as mentioned in 3.4.10. Please, confirm that the delivery and laying of the low voltage cable link between ETS and the Distribution transformer station shall NOT be offered

Answer 56: Quite the contrary. We confirm that the delivery and laying of low-voltage cable from the distribution substation to the ETS defined by tender documentation, in part 3.4.10. Service Consumption: "The AC part of service equipment is supplied by…a low voltage cable feeder from the distribution transformer station, 3 PEN AC, 230/400V/TN-S system…." (In drawing Situation plan of the new ETS Nb. 2012/295557-04-07, indicated with red color as "low voltage cable feeder").

Question 57: 3.4.10 recommends the reconstruction of the switchboard, whereas the drawing ER-Vol_5_02_sit_RwSt says reconstruction. What is really requested? If it is the reconstruction, please define the scope of this reconstruction

Answer 57: The reconstruction should be defined and specified in the Main Design in accordance with the scope of the reconstruction and it is the responsibility of the Contractor. The reconstruction of output field (switchboard) from distribution substation is recommendation taking into account the current state .

Question 58: Lightning protection is very generally described in the ER_3_vol_03, whereas ER_3_vol_05 does not mention anything related to this segment of the transformer substation, and the same is in the drawing ER_Vol_5_04_sit_ETS. Please, confirm that the Contractor shall have to include in the design the lightning protection system for the whole substation, as per relevant standards.

Answer 58: Yes, we confirm that these are Contractors obligations.

Question 59: ETS – Volume 1 – Section 1 (Instruction to Tenders) CLAUSE 13.3
Non-exonerated taxes and fiscal duties, apart from those stated separately in the financial tender templates, are covered in the Lump-sum Price of the contract and in the various prices of the Breakdown of the Lump-sum Price and the Daily work Schedule.
- We are not able to find the taxes and fiscal duties referred to in the financial tender templates. Could you please indicate which taxes and fiscal duties they are?
- Which are the Non-exonerated taxes and fiscal duties, as well as their value and/or percentage?

Answer 59: The question relates to the standard text of the Instructions to Tenderers - ITT (PRAG template for Works). The document Tax and customs arrangements in the Volume II, Section 7 provides Instruction to Contractors on VAT/customs exemption for EC-funded projects in Montenegro. The document emphasizes the relevant national legislation together with National legislation and International treaty. Taking into consideration that the financial tender templates do not list any "non-exonerated" taxes and fiscal duties, this means that "*all non-exonerated taxes and fiscal duties, are covered in the Lump-sum Price of the contract and in the various prices of the Breakdown of the Lump-sum Price and the Daily work Schedule*."

Tenderers may also wish to consult the "Guidelines on VAT Exemption Procedures for EU Funded Projects in the IPA Countries – February 2015" available at:
http://www.tacso.org/documents/reports/?id=11446 or any other similar document.

Question 60: ETS – Volume 1 – Section 1 (Instruction to Tenders) CLAUSE 13.4
If a discount is offered by the tenderer, it must be clearly specified in Breakdown of the Lump-sum Price in Volume 4 and indicated in the tender form in Volume 1, Section 1.2. The discount must be quoted for all works.
-In Volume 1 Section 2 of the Tender form, the discount to offer is clearly indicated.
According to Clause 13.4, do we have to put also a clear sentence in Breakdown of the Lump-sum Price in Volume 4? Is that correct?

Answer 60: Yes, it is correct.
Tenderer should state in the Volume 4 Section 2 – Breakdown of the Lump Sum Price:
Total Contract Price (without discount):
Discount (XX%):
Total Contract Price (including discount of XX%)

Question 61: ETS – Volume 1 – Section 1 (Instruction to Tenders) CLAUSE 17
It is clearly indicated that technical and financial offer will be submitted in different envelopes and put together in one envelope.
- Does it mean that all the other documents (tender form, tender guarantee and others) will be submitted in a second envelope?
- How many envelopes will be submitted?
- Financial offer means the following templates?
SUMMARY OF THE BREAKDOWN OF THE LUMP SUM CONTRACT PRICE
-A. General part

-B. Construction part
-C. Technological part
Schedule of day work: Breakdown of the lump sum price
Summary of the breakdown of the mandatory spare parts and tools
-D. Mandatory spare parts for technological part
-E. Mandatory tools
Recommended spare parts and tools
A. 110 kV GIS Modules
B. 110 kV air insulated part
C. Traction transformers 110/27,5 kV
D. 25 kV switchgear
E. Alternative power supply
F. Low voltage installation
G. Light-current equipment
H. Other recommended spare parts and tools

Are there any other templates for financial offer?

- Does it mean that the technical offer will be placed together with the templates indicated in QUESTION 6?

Answer 61: Instruction to Tenders, item 17.2 defines: "the technical and financial offers must be placed together in a sealed envelope. The envelopes should than be placed in another sealed envelope package, unless their volume requires separate submission for each lot".
The tenderer must submit one original and three copies.
For the submission of the three copies the same rule applies. All envelopes marked with original and copies should then be placed in another final sealed envelope/package.

No other templates but the ones already published are available.

Question 62: ETS – Volume 1 – Section 1 (Instruction to Tenders) CLAUSE 22.2
The Contracting Authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.
- What means including additional costs?
These additional costs are not defined. Which are these costs?

Answer 62: The question relates to the standard text of the Instructions to Tenderers (ITT) (PRAG template for Works). The term "additional costs" is not applicable for this tender as "all costs" (i.e, costs for transportation, insurance, etc) must be included in the "Total Contract Price".
Volume 2, section 3, Particular conditions of contract, item 6.11 Disorderly Conduct
(c) The Contractor shall bear any additional cost and expenses (taxes, duties, penalties, insurance, overtime, etc.) arising as a consequence of contravention of this Clause by the Contractor's personnel.

Question 63: ETS – Volume 1 – Section 1 (Tender form) CLAUSE 3.1
We have examined and accept in full the content of the dossier for invitation to tender
No [……] of [../../..].
- Is the tender number the same as the publication reference number?

Number (EuropeAid/136807/IH/WKS/ME of 14/05/2015)

Answer 63: Yes, the tender number is the same as the publication reference number.

Question 64: ETS – Volume 4 – Section 2 Breakdown of the Lump Sum Price
At the end of the table, it is written:
Contingencies 5% of subtotal A + B + C + D + E
(Total day works – Provisional Sum)
- Could you please explain the relation between Contingencies 5% of subtotal A + B + C + D + E and (Total day works – Provisional Sum)

Answer 64: The total of Day Works – Provisional Sum, provided in the Table "Summary of the Breakdown of the Lump Sum Price" (Volume 4, Section 2 – Breakdown of the Lump Sum Price) makes 5% of the subtotal A+B+C+D+E. Therefore, tenderers shall calculate this amount and insert in the relevant cell of the Table. Please also see the Answer no. 65 below.

Question 65: ETS – Volume 4 – Section 2 Breakdown of the Lump Sum Price B. – Construction Part
In Table B, there are 11 item regarding Civil Work with individual price
- Do these prices refer to an item totally finished, including transportation, installation and all other direct or indirect cost?

Answer 65: Please see ITT item 13.3.which states "Tenderers must quote all components of Breakdown of the Lump-sum Price. No payment will be made for items which have not been costed; such items will be deemed to be covered by other items on the Breakdown of the Lump-sum Price." Therefore, all relevant costs shall be included in the prices.

Question 66: ETS – Volume 4 – Section 2 Breakdown of the Lump Sum Price C.- Technological Part
In Table B, there are 11 item regarding Civil Work with individual price
- Do these prices refer to an item totally finished, including transportation, installation and all other direct or indirect cost?

Answer 66: Please see answer no. 65.

Question 67: ETS – Volume 4 – Section 3 Day work
Regarding estimated quantities
- Do we have to put the total quantity of hours for each item?

Answer 67: Tenderers shall insert "Rate per hour" and calculate "Provisional Sum (EUR)" based on the "Estimated quantities". On this basis, the tenderer shall calculate the Total of the Table "Schedule of Daywork and Provisional Sums" (Volume 4, Section 3 – Daywork Schedule).
Filled Tables of different tenderers will be compared during the evaluation process in order to determine whether the proposed Daywork and Provisional Sum's prices correspond to the realistic market prices.

This Total of the Table "Schedule of Daywork and Provisional Sums" does not necessary have to match the Total of Day Works – Provisional Sum, provided in the Table "Summary of the Breakdown of the Lump Sum Price" (Volume 4, Section 2 – Breakdown of the Lump Sum Price) which strictly makes 5% of subtotal A+B+C+D+E.

Question 68: ETS – Volume 4 – Section 6 Schedule of Payment

According the different items indicated in the tables, Payment will be made according to a percentage of Completion
- COMPLETION is to be considered the following?: delivery, installation, tests, and all other kind of works, including the commissioning?

Answer 68: The term "Completion" is defined through the Contract (i.e. General Conditions, 1 General Provisions, 1.1.3. Dates, Tests, Periods and Completion, etc).

Question 69: We kindly ask the Contracting Authority to specify what exchange rate we shall use for calculating all money values stated in our tender, for example values of realized projects, turnover, etc. The rate as of which date/dates shall we use for the conversion?

Answer 69: Tenderers shall use exchange rates, which are logically related to specific money values (i.e. issuance of the Taking-Over Certificate, date of the Completion of the Financial Year according to the national legislation of the tenderer's country of registered, etc.).

Question 70: Volume 1, Section 1, page 8, point 12.1.3.1 – "The prices in Volume 4 are deemed to have been set on the basis of the conditions in force 30 days prior to the deadline for submitting tenders". Could you please better specify, what conditions you mean, whether technical, economical, legal or other and where the conditions should be valid (area)?

Answer 70: The term "conditions" relates to all conditions mentioned in the Contract, especially ones which may affect the price (such as: Montenegro Law and regulations, situation on the market etc) and they are outside of the control of the tenderer.
Conditions, such as laws of the countries (other than Montenegro), political situation in the countries other than Montenegro, etc., are not considered relevant in this case.

Question 71: Volume 1, Section 4, Form 4.6.1.3 – CV. We kindly ask the Contracting Authority to either remove the limitation of allowed number of pages of annexes to CV, or to increase it at least up to 10 pages, because only the person's diploma itself will contain at least 3 pages together with the translation and legal translator's certificate. We have to add yet more supporting documents, so the limit of 3 pages of annexes is not sufficient for us.

Answer 71: Volume 1, Section 4 Technical qualifications, Form 4.6.1.3 Professional Experience of Key Staff - Curriculum Vitae, includes limit (Maximum 3 pages + 3 pages of annexes). Three (3) pages of annexes doesn't include copies of documents needed to prove Key Staff Qualifications required in the tender document. Therefore, it is allowed to add as many pages (i.e. diplomas, translator's certificates, etc.) as needed to prove the required Key Staff qualifications.

Question 72: Volume 4, Schedule of Prices Section 3, Daywork Schedule – Regarding point 1.3.2. we would like to ask if it is not a mistake, that this item is marked like the one to be filled in for the tender. This item shall be calculated based on 1.3.1., which shall remain blank for the tender, as indicated, and thus we have no data, from which 1.3.2 could be determined. Would you please instruct us how to proceed with filling this item.

Answer 72: This is not a mistake. The 5% mentioned (Volume 4, Section 3 – Daywork Schedule) strictly refers to "Daywork Materials" to be paid in line with the Contract. Therefore, tenderers shall calculate this amount and insert it in the relevant cell of the Table.

Question 73: ER_Vol_3_05_Particular Technical Requirements

- 3.2.2 and 3.2.4 – Art. 3.2.2 requests for the existing retaining wall to be completely demolished, whereas 3.2.4 is unclear on the full scope of construction. Please, define explicitly:
• should the complete existing retaining wall be demolished? Namely, site visit gave us the impression that the overall length of the retaining wall behind the ETS is around 70m. If this is so, which segment shall be demolished?
• where the extension of 20m of the retaining wall is expected to be?;
• during the site visit, we noticed that the retaining wall extends along the railroad. How did you foresee the connection of the new and the old retaining wall? Where are the limits for the new retaining wall?;
• that the cut in the slope shall be in total 4m along the whole (or which?) length of the retaining wall;
- Please, provide the drawing of the existing retaining wall, which clearly indicates the length, height and depth, including the profile(s). If available, please provide the same drawing for the new retaining wall;

Answer 73:

It is defined in the Tender document in section:
Volume 3, Section 1 - General Technical Requirements - 2.4 Summary of Contract and Works - The construction works of the ETS Trebešica shall comprise:...new retention wall;
6.3 General Design Requirements, 6.3.1 Design Regulations, „The general objectives of the project include: new retention wall“
6.3.2 Design Life: Description/Subject -Table 1: Design Life Parameters „New concrete structures (retaining walls)“
Table 2: Defect Liability Periods - New concrete structures (retaining walls),
7.1 Technological Solution –„ The main construction parts of new ETS: retaining wall with a draining ditch...“
8. Description of Works and Supplies:“ Construction phases of the ETS Trebešica: construction of a new retaining wall with draining ditches“
...„The design provided by the Tenderer for the new ETS Trebešica shall respect the following: construction of a new retaining wall with drainage ditches, including cleaning and rehabilitation of existing drainage ditches.“...
14. Project Implementation - Table 4: Implementation schedule..“ Demolition works + retaining walls“
Volume 3, Section 2 - Civil Works, Structural Steel Works and Iron Works -2.4.5 Precast Units for Kerbs and Surface Drainage:“ Kerbs and drains units shall be supplied and laid along new retaining wall and constructed on Site“.
Volume 3, Section 5 - Particular Technical Requirements - 1. Breakdown Of Construction - Constructions of the new ETS Trebešica will consist of following works:“ construction of a new retaining wall with draining ditches“...
The design provided by the Contractor for the new ETS Trebešica should in general comprise the following:“ construction of a new retaining wall with draining ditches“
3.2.2 Demolition works...„The future reconstruction of the 110/25 kV ETS Trebešica will include dismantling of the all existing electrical apparatus and demolition of civil structures like: „existing retaining wall and drainage gutters behind the substation building approx. 28 m long“
A detailed description of the retaining wall with construction specifications will be defined in the Main Design.

Question 74: 3.3.5 – is the fence expected to be installed on the retaining wall, or above it (on the massif)?

Answer 74: The fence is expected to be installed on a new retaining wall.

Question 75: 3.4.5 – please, confirm that the link between the transformers and 25kV switchgear will be made by cables

Answer 75: Yes, we confirm that the connection between the transformer and the 25 kV plant is made by cables.

Question 76: 3.4.9 – who will be responsible for the design, delivery and installation of the new traction poles, and by when?

Answer 76: The Contractor will be responsible for the design, delivery and installation of the new traction poles.

Question 78: 5.3 – what kind of changes in Podgorica railway control centre are planned?

Answer 78: This is defined in the Tender document Volume 3, Section 1 - General Technical Requirements." The construction works of the ETS Trebešica shall comprise: SCADA system design installation and commissioning which includes matching with the existing traction SCADA system." Volume 3, Section 1 - General Technical Requirements - 8. Description of Works and Supplies: "The design provided by the Tenderer for the new ETS Trebešica shall respect the following: digital protections and control system and remote control (SCADA)"; 4.13. SCADA System 4.13.1 General System Description. Detailed view of connecting the remote control device in the remote control center in Podgorica, which is the responsibility of the Contractor, will be provided in the Main Design.

Question 79: 5.3 – what kind of maintenance are planned during the Defects Notification Period? Please, define precisely what kind of maintenance are required and the interval (for each type of equipment/structure you intend to have the maintenance for)

Answer 79: The obligation of the Contractor during DNP (Defects Notification Period) is to carry out repair or elimination of failure in the case of registered damage or technical faults in equipment or devices that are included in the TD.

Question 80: ER_Vol_4_02_Breakdown of the Lump Sum price

- A.4. – as the Tender documents never refer to annexation (permanent or temporary) of any land, this item in the Price schedule seems to be obsolete. Additionally, we point out that there is no physical possibility to extend the site, both temporarily or permanently. In order to have the tendering procedure transparent, we are kindly asking you to confirm that this item does not need to be offered;
- A.6. – Having in mind that according to the Montenegrin law – Zakon o uređenju prostora i izgradnji objekata, Art. 92, stipulates that only the Beneficiary may apply for the Construction permit, this item in the Price schedule is obsolete, as there is no legal ground for the Contractor to undertake these activities, and therewith accompanying costs. Please, confirm that this item does not have to be offered;

- A.7. – GCC Art. 13, especially PCC Art. 13 are quite self-explanatory in the terms of variations during the project execution. Item A.7. of the Price schedule is quite to the contrary of the Contractual documentation. Therefore, we are kindly asking you to confirm that this item does not need to be offered;
- A.9. – as the Contractor cannot apply for the registry, as well as for expropriation issues in the name of the Beneficiary, we are kindly asking you to confirm that this item does not need to be offered;

Answer 80: As it is stated in the tender documents all items of the TD must be covered.

Question 81: ER_Vol_5_03_sch_ETS
- SLD foresees the fuse in the own consumption transformer panel, which is the solution unavailable in the market of the MV GIS. Please, confirm that the panel has to be with the circuit breaker (and control and protection relay) and without a fuse.

Answer 81: This segment should be specified and explained in the Main Design.

Question 82: ETS – Volume 1 – Section 1 (Instructions to Tenderers) CLAUSE 12.2
Technical and professional capacity of candidate: Note 1
In the course of contract implementation, the personnel (both key and non-key) will have to possess a professional license(s), certificate(s) (or right), in accordance with the relevant legislation of Montenegro.
- How long could this process take?
- Which is the cost of these certificates, for key and non-key personnel? Is it a monthly, yearly or for the contract execution payment?

Answer 82: Please refer to the Contract Notice, item 16. Selection criteria, Technical and professional capacity of candidate, for the additional information concerning licensing with the particular attention to the following quote: "The applicable rulebook on licensing of foreign entities is "Rulebook on the conditions and manner of validation and cancelation of the licence for foreign bodies" (Official Gazette of Montenegro no. 79/04 and Official Gazette of Montenegro no. 68/08, 33/11), [Pravilnik o uslovima i načinu ovjeravanja i poništavanja ovjere licence stranog lica" ("Sl. list Crne Gore", br. 68/08 od 12.11.2008, 33/11 od 08.07.2011)], with addenda (if any).
More information can be found at the following links: http://www.atcg.co.me/cg/, or at: http://www.ingkomora.me/ ".
The indicative information based on the previous experience is that process of obtaining professional license(s), certificate(s) (or right), in accordance with the relevant legislation of Montenegro takes approximately 1 to 1.5 months, while the approximate cost per person, subject to the type of the expert for 1 year license is around 2,500 EUR.

Kindly mote that the above data are indicative, and the Contracting Authority does not accept any responsibility in this respect.

Question 83: ETS – Volume 1 – Section 1 (Instructions to Tenderers) CLAUSE 13.3
Non-exonerated taxes and fiscal duties, apart from those stated separately in the financial tender templates, are covered in the Lump-sum Price of the contract and in the various prices of the Breakdown of the Lump-sum Price and Daily work Schedule
- Is there a Double Taxation Agreement between Montenegro and SPAIN?

Answer 83: In order to ensure equal treatment of all candidates, the Contracting Authority doesn't provide answers related to only one specific tenderer. In respect to this question, candidates are kindly advised to contact relevant institution of their countries of registration.

Question 84: ETS – Volume 1 – Section 2 (Tender Form) APPENDIX
Total Advance Payment
10% of the Accepted Contract Amount + 20% of the cost for design, materials, plant, equipment…
- As the prices we have to indicate in the financial offer are sale prices, how would the cost price be calculated?

Answer 84: As defined in the General Conditions of Contract, 1. General Provisions, 1.1 Definitions, 1.1.4 Money and Payments, 1.1.4.3. "Cost" means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit. Further information/explanations can be found at www: http://www.fidic.org

Question 85: ETS – Volume 1 – Section 2 (Tender Form) APPENDIX
Percentage of retention Money
10% of each Interim Payment certificates until the Limit of Retention Money is reached
- Is this retention in addition to the 10% Performance bond and to the 20% Repayment Amortization of Advance Payment?

Answer 85: The term "Performance Security (Guaranty)" is defined in the tender documents (in particular through the Contract) and is not related to the Clause 14.3 Application for Interim Payment Certificates, in the manner described in the question. All necessary information regarding the "Performance Security" as well as "Application for Interim Payment Certificates" is provided in the tender documents. Further information/explanations can be found at www: http://www.fidic.org

Question 86: Volume 1 Section 1 – Instruction to Tenderers, General conditions
Deadline for submitting tenders is 18.08.2015.
Please kindly be informed that our tender studies are on going to be able to submit you a proper offer. However we are still analysing transportation and local works which will help us to improve our costing to meet best offer prices as per your expectations. We will be pleased if you can extend tender due date to 08.09.2015.

Answer 86: The deadline for submission of tenders stated in the Tender documentation remains valid.

Question 87: Volume 1 Section 1 – Instruction to Tenderers, 12 Information/Documents to be Supplied by the tenderer
12.2. Contractor's Representative shall possess proven experience of having at least two (2) successfully completed projects under FIDIC Conditions of Contract – Yellow Book (or comparable contract standard) (minimum value of EUR 2 000 00) on the position of Contractor's Representative.
We understand that comparable contract can be considered as World Bank, Asian Development Bank, Islamic Development Bank, European Bank for Reconstruction and Development contracts. Please Confirm.

Answer 87: Yes, the acceptable Standard Conditions of Contract are also those used in the Standard Tender/Bidding Documents of the Multilateral Development Banks (MDBs) mentioned in the question.

Question 88: Volume 1 Section 1 – Instruction to Tenderers, 4.2. Performance Security
The Performance Security, submitted by the Contractor, shall be in the format given in Volume 2 of the Tender Dossier and shall be furnished by a bank registered in one of the Member States of the European Community or the state in which the Contractor is established or licensed to do business.
We understand that as we are registered in Turkey, we can have the performance security from Turkey. Could you please confirm our understanding?

Answer 88: In the case of Turkey, the answer is - yes.
For other countries, please refer to the Practical Guide (PRAG) 2.3.1.-The rules on nationality and origin, Annexes A2.

Question 89: Volume 1 Section 3, Tender Guarantee Form,
The law applicable to this guarantee shall be that of <the country of the Contracting Authority/or the country in which the financial institution issuing the guarantee is established>
In line with our previous question, we understand that law applicable may be the country in which the financial institution issuing the guarantee is established which is Turkey, please confirm.

Answer 89: In the case of Turkey, the answer is - yes.
For other countries, please refer to the Practical Guide (PRAG) 2.3.1.-The rules on nationality and origin, Annexes A2.

Question 90: Volume 1 Section 3, Tender Guarantee Form
Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Montenegro.
In line with our previous question no. 3 and 4., could you please confirm the tender guarantee law can be courts in Turkey where the financial institution is?

Answer 90: No. The law of Montenegro has to be respected.

Question 91: Volume 1 Section 4, Additional Notice to tenderer
4. Every page of each form must be numbered consecutively in the bottom right hand corner.
We will number each form separately (Starting from page 1 till end of that form), not all the offer from 1 till the end. Please confirm.

Answer 91: Tender's numbering includes numbering of all pages of the entire tender. All pages (of the entire tender) must be numbered consecutively by hand, machine or in any other way which guaranties satisfactory visibility of the page numbers.

Question 92: Volume 2 Section 3, 14.7. Payment
b) the amount certified in each interim Payment Certificate (passed for payment) , within no more than 56 calendar days from the date on which the Engineer's Certificate is received by the Employer, and in line with the provisions of this Sub-Clause, last paragraph below.
There is a small wording difference between FIDIC item 14.7 and particular Conditions of Contract item 14.7. Kindly clarify the maximum duration for the receipt of payment for each payment

Certificate and Final Payment Certificate where we assume that such duration for each payment shall not exceed 56 days after the submission of Statement to the Engineer by the Contractor.

Answer 92: Particular Conditions are applicable to each specific project and include amendments and additions to the General Conditions. Particular Conditions prevail over the General Conditions and cannot be amended in this respect.

Question 93: Volume 3, Section 5 – Particular Technical Requirements, 5.3. Expected Course of Construction

Dismantle and cart away the technology, deposit the materials in pre-determined locations.

Could you please clarify the pre/determined location? What is the distance between substation and this location and how to handle transportation between?

Answer 93: Location for the dismantle and cart away for the non-hazardous technology is in Podgorica on the property land of the railway Infrastructure of Montenegro.

Question 94: Volume 3, Section 5 - Particular Technical Requirements, 3.4.6. Digital Protections

Busbar protection is not mentioned in this part, could you please kindly advise if busbar protection shall be considered in our offer?

Answer 94: We confirm that busbur protection should be considered in offer.

Question 95: Volume 3, Section 5 - Particular Technical Requirements, 3.4.6. Digital Protections

Distance protection for line feeders is not mentioned in this part, could you please kindly advise if we should consider distance protection for line feeders?

Answer 95: We confirm that distance protection for line feeders should be considered.

Question 96: Volume 3, Section 5 - Particular Technical Requirements, 3.4.6. Digital Protections

Teleprotection equipment is not mentioned in this part. In case of intertripping in line feeders, shall we consider teleprotection device?

Answer 96: Yes, the teleprotection device should be considered.

Question 97: Volume 3, Section 5 - Particular Technical Requirements, 3.4.8 Control System and remote Control (SCADA)

Could you please kindly advise us if it is possible to control substation equipment with conventional switches in RCT panel?

Answer 97: At our knowledge it is possible, but please have in mind that the Contractor should propose the best possible solution that will be taken into account during the evaluation process.

Question 98: Volume 3, Section 5 – Particular Technical Requirements, 3.4.8 Control System and remote Control (SCADA)

Could you please kindly advise if any specific network architecture is required for SCADA? (ring type or tree type…etc)

Answer 98: The network architecture for SCADA should be defined in the Main Project.

Question 99: Volume 3, Section 5 – Particular Technical Requirements, 3.5.1. The Fibre – Optic Route
We will be pleased if you can advise us the distance of fiber optic route.
Answer 99: The distance of fiber optic route is approximately 45 km.

Question 100: Volume 3, Specifications for Electrical Instrumentation and SCADA Works, 4.4.1. General Design
The current transformers shall feature the following accuracies: core I, class 0,2 for tariff metering, core II, class 0,5 for measuring.
No protection core is requested for current transformer which means unsafety operation for digital protection. Is it possible to add protection core to each current transformer?
Answer 100: Yes, we confirm that it should be considered.

Question 101: Volume 5 Section 5, ER_Vol_5_05_sb Substation building
Could you please kindly mention the location of the batteries and rectifiers inside the building on the building drawing you have provided?
Answer 101: The exact location of the batteries and rectifiers for indoor instalation should be defined in Main Project.

Question 102: Volume 5 Section 5, ER_Vol_5_05_sb Substation building
Could you please kindly mention the location of the metering panel inside the building on the building drawing you have provided?
Answer 102: The exact location of the metering panel inside the building should be defined in the Main Project.

Question 103: Volume 5 Section 5, ER_Vol_5_05_sb Substation building
Could you please kindly mention the location of automatic voltage regulation panel inside the building on the building drawing you have provided?
Answer 103: The exact location of the automatic voltage regulation panel inside the building should be defined in Main Project.

Question 104: Volume 5 Section 5, Particular Technical Requirements, 3.2.2. Demolition Works
Shall we also demolish the existing earthing mesh?
Answer 104: Yes, the existing earthing mesh should be demolished.

Question 105: Volume 5 Section 5, Particular Technical Requirements, 3.2.2 Demolition works
Can we use the existing gantries or should their foundations be demolished as well?
Answer 105: Those foundations should be demolished.

Question 106: Volume 3, Section 5 – Particular Technical Requirements, 3.4.13 Protective and Operative Earthing
Could we please be informed about the measured soil resistivity of the existing switchyard to make more accurate eathing BoQ?
Answer 106: The measured values of soil resistivity inside the area of the existing switchyard are in range from 20 Ωm to 750 Ωm.

Question 107: Volume 5 Section 5, ER_Vol_5_03_sch_ETS-Single Line Diagram
The short circuit current is not defined for 110 kV system here. Could we specify it with a short circuit study? If so, could we pleased be informed regarding the short circuit contributions of remote end substations?

Answer 107: Please see the table below.

Short-circuit current in the node Trebešica 110 / x kV, 110 kV busbars

Trebjesica, 110 kV

Year	Contribution	Three phase short-circuit			Single pahse short-circuit: subtransient period, symmetrical components						transient period, symmetrical components						steady state period, symmetrical components					
								phases						phases						phases		
		I''_{3psc}	I'_{3psc}	I_{3psc}	I''_d	I''_i	I''_0	I''_A	I''_B	I''_C	I'_d	I'_i	I'_0	I'_A	I'_B	I'_C	I_d	I_i	I_0	I_A	I_B	I_C
2011	Podgorica 1	3.576,6	3.549,2	3.373,1	818,6	818,6	750,1	2.387,2	69,2	69,1	816,6	817,2	748,9	2.382,7	69,1	68,4	805,1	808,0	740,4	2.353,4	68,2	65,7
	Andrijevica	1.821,3	1.811,4	1.735,9	416,8	416,8	486,6	1.319,2	69,2	69,1	416,8	416,2	484,8	1.317,7	69,1	68,4	414,3	411,5	479,3	1.305,0	68,2	65,7
	Total	**5.397,8**	**5.360,5**	**5.109,0**	**1.235,4**	**1.235,4**	**1.235,4**	**3.706,2**	**0,0**	**0,0**	**1.233,4**	**1.233,4**	**1.233,4**	**3.700,2**	**0,0**	**0,0**	**1.219,4**	**1.219,4**	**1.219,4**	**3.658,2**	**0,0**	**0,0**
2015	Podgorica 1	3.670,8	3.649,2	3.472,0	831,8	838,9	757,6	2.428,3	77,5	78,9	832,2	837,3	756,2	2.425,7	78,5	79,3	825,1	826,8	746,7	2.398,5	80,4	78,7
	Andrijevica	1.917,1	1.892,5	1.779,0	434,4	427,3	508,7	1.370,4	77,5	78,9	431,6	426,5	507,7	1.365,8	78,5	79,3	422,8	421,1	501,3	1.345,2	80,4	78,7
	Total	**5.587,6**	**5.541,4**	**5.250,9**	**1.266,2**	**1.266,2**	**1.266,2**	**3.798,5**	**0,0**	**0,0**	**263,8**	**1.263,8**	**1.263,8**	**3.791,3**	**0,0**	**0,0**	**1.247,8**	**1.247,8**	**1.247,8**	**3.743,5**	**0,0**	**0,0**
2020	Podgorica 1	3.743,3	3.714,9	3.539,5	838,4	837,8	765,4	2.441,5	73,3	73,4	838,3	836,0	763,7	2.438,0	74,2	74,0	831,6	825,9	754,6	2.412,1	76,0	74,2
	Andrijevica	1.956,4	1.929,9	1.816,9	438,2	438,8	511,4	1.388,3	73,3	73,4	435,5	437,8	510,3	1.383,6	74,2	74,0	426,9	432,6	504,2	1.363,6	76,0	74,2
	Total	**5.699,5**	**5.644,6**	**5.356,3**	**1.276,5**	**1.276,5**	**1.276,5**	**3.829,5**	**0,0**	**0,0**	**1.273,7**	**1.273,7**	**1.273,7**	**3.821,2**	**0,0**	**0,0**	**1.258,4**	**1.258,4**	**1.258,4**	**3.775,3**	**0,0**	**0,0**
2025	Podgorica 1	3.746,7	3.719,1	3.549,1	838,8	838,2	765,9	2.443,0	73,3	73,3	838,8	836,4	764,3	2.439,5	74,2	73,9	832,4	826,7	756,4	2.414,5	75,9	74,2
	Andrijevica	1.958,2	1.932,1	1.821,8	438,4	439,0	511,6	1.389,0	73,3	73,3	435,7	438,1	510,5	1.384,3	74,2	73,9	427,3	433,0	504,6	1.364,8	75,9	74,2
	Total	**5.704,7**	**5.651,1**	**5.370,8**	**1.277,2**	**1.277,2**	**1.277,2**	**3.831,6**	**0,0**	**0,0**	**1.274,5**	**1.274,5**	**1.274,5**	**3.823,4**	**0,0**	**0,0**	**1.259,7**	**1.259,7**	**1.259,7**	**3.779,0**	**0,0**	**0,0**

review to 2025

Question 108: Volume 5 Section 5, ER_Vol_5_03_sch_ETS-Single Line Diagram
The short circuit current is not defined for 25kV system. Are we to specify with a short circuit study after the required information supplied?

Answer 108: Yes, that is correct.

Question 109: Volume 5 Section 5, ER_Vol_5_01_sit_BrRe I – Situation of broader relationships
Could we pleased be informed regarding the phase sequences of the incoming lines shown in the map?

Answer 109: This should be defined by the Main Design.

Question 110: Volume 5 Section 5, ER_Vol_5_03_sch_ETS-Single Line Diagram & Substation building
In the substation building, a UPS is located in the building.
It is not shown in the SLD. Are we going to include it in our offer? Could you please specify the rated characteristics of the UPS requires?

Answer 110: Yes, UPS should be included in the offer and its rated characteristics should be specified through Main project.

Question 111: Volume 3 Section 4, 3. Tests – Technological Equipment
Could you please indicate the required type tests for 25kV switchgear?

Answer 111: 25 kV switchgear should be type tested according to - IEC 62271 – 200, type test for MV switchgear.

Question 112: Volume 3, Section 3 – Specifications for Electrical, Instrumentation and SCADA Works, 2. Scope of Work

The equipment shall be properly preserved for transportation and storage.
During site survey conducted on 18.06.2015, it is seen that the only transportation to site is suitable by railway. Therefore, we need to arrange all equipment transportation by getting necessary approvals for the same line. Could you please kindly clarify the method we have to use during transportation (authorization/permit/rental of railcar..etc)

Answer 112: According to the selected type of Contract (Yellow FIDIC), transportation of the material shall be on the risk, it is the responsibility and cost of the Contractor. The Contracting Authority (Employer) cannot accept responsibility for proposing method of transport to the Contractor.

Question 113: Could You please confirm that the following understanding regarding minimum amount of Insurance for Contractor's Personnel (as stated in the Appendix to Tender, Sub-clause 18.4) is correct: the total sum of the insured amount during the whole project execution, in case of death, irrespective of the number of insured cases, should not exceed 200,000 EURO and in case of injuries, should not exceed 100,000 EURO?

Answer 113: Minimum amount of insurance for personnel, stated in the Volume 1, Section 2, Tender Form, Appendix to the Tender, is correct.

Question 114: Having in mind the nature of the Advance Payment Guarantee, general practice in this matter, and the fact that whole amount of advance paid to the Contractor is to be fully recognized by the Customer, by the time of signing Taking-Over Certificate, we find it reasonable for the Customer to specify the validity period of this guarantee in respect to the date for issuance/signing Taking-Over Certificate. Please confirm.

Answer 114: The tender document cannot be amended in this respect. The Validity of the "Advance Payment Guaranty" shall remain as defined in the tender documents (i.e. Volume 2, Section 5: Specimen Pre-financing (Advance) Payment Guarantee; Particular Conditions of Contract, General Conditions of the Contract, etc.).

Question 115: Having in mind the nature of the Performance Security, general practice in this matter, and the fact that Contractor's performance/works are to be secured by the time of signing Taking-Over Certificate, as well as during Defect Notification Period, when the Contractor shall provide Retention Money Guarantee in order to secure this obligation, we find it reasonable for the Customer to specify the validity period of the Performance guarantee within 45 days after issuance/signing Taking-Over Certificate and receipt of written discharge together with a letter of release issued by Ministry of Labour and Social Security confirming the Contractor has fulfilled all his statutory Social Security obligations arising out of or in connection with the performance of the Contract to the Employer provided that the laws and regulations require so. Please confirm.

Answer 115: The tender document cannot be amended in this respect. The Validity of the "Performance Security" shall remain as defined in the tender documents (i.e. Volume 2, Section 4, Specimen Performance Guarantee (Security); Particular Conditions of Contract; General Conditions of Contract, etc.).

Question 116: Having in mind the fact that according to General Terms of Yellow FIDIC Book, article 14.2. Advance Payment, it is allowed to reduce the amount of Advance Payment Guarantee in accordance with the progress of accepted Interim Payment Certificates (and advance amount justified

therein), could You please include the following Reduction Clause in the text of the Advance Payment Guarantee: "The guarantee amount shall be progressively reduced by the amount of justified advance payment following each invoice."?

Answer 116: In the Tender Documentation, Volume II Section 2,General Conditions of Contract, item 14.2 Advance Payment, paragraph four, first sentence states that: "The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount may be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates." Tender document cannot be amended in this respect.

Question 117: Having in mind the fact that the terms and conditions of the Contract, and any amendments in connection with them, should naturally correspond to the terms and conditions stated in the Bank Guarantees required by that Contract, we see as unreasonable the following clause contained in the specimen given for the Performance Security, Advance Payment Guarantee, as well as in Retention Money Guarantee: "We accept that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment to the Contract." Could this clause be excluded from the text of abovementioned guarantees, as directly opposing the purpose of securing the Customer rights through bank guarantees?

Answer 117: The tender document cannot be amended in this respect.

Question 118: Having in mind the nature of the Retention Money Guarantee, general practice in this matter, and the fact that Contractor's performance/works are to be secured during Defect Notification Period, we find it reasonable for the Customer to specify the validity period of this guarantee within 45 days after issuance/signing Performance Certificate, therefore no clause containing the following "We note that the guarantee will be released… [and at the latest on (at the expiry of 18 months after the implementation period of the Contract)]" is applicable in this case. Please confirm.

Answer 118: The tender document cannot be amended in this respect.

Question 119: Volume 1, Section 4: Form 4.6.12 Schedules of main equipment, it is stated that Tenderer should provide information on main equipment. Our understanding is that together with this Form, Tenderer should also provide, for main equipment, Manufacturer authorisation for this Tender. Please confirm.

Answer 119: Submission of the Manufacturer's Authorization Form is not envisaged in this tender.

Question 120: ER_Vol_5_03_sch_ETS
Two switch disconnectors, as presented in SLD, are typical solution for the older design of the air insulated switchgears, in which these disconnectors were of the line type and installed on the busbars themselves. There are no SF6-based switchgears available in such a design. Please, confirm that the switchgear can be delivered with two additional panels – bus sectionalizer and bus riser

Answer 120: These specifications should be defined in the Main design.

Question 121: ER_Vol_5_03_sch_ETS

SLD foresees two switch disconnectors, each in the bus sectionalizer and adjacent bus riser panel. Are these load-break disconnectors or disconnectors only?

Answer 121: These disconnectors are load – break disconectors.