

**Title:** Supervision of Works for Infrastructure Improvement of Facilities within the Justice and Penitentiary Sector

**Tender reference number:** NEAR/TGD/2020/EA-RP/0010

### QUESTIONS & ANSWERS

**Question 1:** Dear Sirs, Regarding the Terms of Reference document for the project mentioned in Subject, we hereby request a site visit to get better understanding of the facilities that will be subject of works and take photos of:

- Courts in Podgorica, Niksic, Bijelo Polje, Berane and Kotor
- Penitentiary in Danilovgrad
- Customs branch office in Bar
- Border post Bozaj in Tuzi

Site visit will be performed by our local representatives. Kindly submitted for necessary action. Yours sincerely.

**Answer 1:** In terms of the Instructions to Tenderers, Article 7. Additional information before the deadline for submitting tenders, visits by individual prospective tenderers during the tender period are not organised. Given that the respective facilities are public buildings, tenderers are free to visit locations on their own initiative.

**Question 2:** TOR 4.1.1: The Contractor will formally adopt the design as “suitable for implementation” under his responsibility through formal letter to the Contracting Authority. Is it envisioned that this will also involve revision of the design documents? What is the procedure if the Contractor concludes the design is not suitable for implementation?

**Answer 2:** Within the Terms of Reference, Chapter 4.1.1 Project description, Stage I: Works tender preparation and assistance during the evaluation of works tender, it is provided that “the contractor will verify the external produced design documentation, supply specifications and its approval status.” and “The contractor will formally adopt the design as "suitable for implementation" under his responsibility through formal letter to the Contracting Authority.” An official design review has already taken place by an appointed reviewer. The minor adjustments that could become necessary will be introduced to the tender dossier by the contractor.

**Question 3:** TOR 4.2 (p.9): There is a possibility that the CA prepared the tender dossier(s) under separate procedure. In that case the Contractor will not be obliged to prepare it. How will the Contractor mitigate this risk?

**Answer 3:** The current tender is for a fee based assignment. Should single services for instance for the preparation of works tender dossiers be not required, compensation for damage or loss of profit is explicitly excluded. The tenderers are guided to introduce such risks within their tenders.

**Question 4:** TOR 4.2 (p.9): It is specified that the Contractor will prepare, based on the existing and reviewed designs, all Volumes of the Tender Documentation. How will the procedure between the Contractor and the Designer work? In other words will the responsibility of the Designer continue along the assignment?

**Answer 4:** Please refer to Answer 2 above. The Design responsibility remains with the designer.

**Question 5:** TOR 4.2 (p.11): There may be a time gap between the completion of the Stage I and start of Stage II. The CA will not accept any claims related to the period of inactivity. [...] The CA may decide to abandon all of parts of the scope of the services pertinent to the Stage II. Additionally According to 5.2 of ToR, the period of implementation of the contract will be 43 months from this date. However this duration do not include this gap according to tentative table in 5.2, can you please inform estimated period for this gap and how shall be the contract can complete in 43 months.

**Answer 5:** The estimated time gap is a function of the performance of Stage I of the assignment and the swift and successful conclusion of the works tender process. However, the start of Stage II is determined by the actual date of commencement of the works contract implementation phase. Any time gaps requiring a justified contract extension will be regularised by an addendum formalising a no cost time extension in addition to the contractual 43 months.

**Question 6:** TOR 6.1.1 Key Experts: Presence on the site on each working day of the Works Contractor of either the TL or Deputy must be assured. This seems improbable considering the correlation between the work duration and the estimated working days of the experts. Can the minimum working days of the experts be updated?

**Answer 6:** Within the Terms of Reference, Chapter 6.1.1. Key experts, the minimum inputs presented are only indicative and provided for information. The tenderers are free to propose the necessary inputs to ensure presence on the site on each working day of the Works Contractor of either the Team Leader or Quantity Surveyor / Deputy Team Leader.

**Question 7:** According to TOR 6.1.1 Key Experts: Key expert 2: Quantity Surveyor / Supervision Engineer / Deputy Team Leader, it is mentioned as “Experience in at least 2 (two) supervision contracts related to the construction/rehabilitation of public infrastructure, in the previous 5 (five) years (from the deadline for tender submission) as certified engineer”. We understand that public infrastructure also includes investments such as water and wastewater systems of Municipalities, highway, motorway, railway, projects etc., can you please confirm?

**Answer 7:** Within the Terms of Reference, Chapter 6.1.1. Key experts the minimum profiles for key experts are stated. For Key Expert 2, and in this context, public infrastructure could include, amongst others, the mentioned infrastructures. The tenderer is free to propose a team with complementary skills answering to the demands of the scope of the services with a specific view on the relevance of the experience records of its team members (NB: additional NKE experience cannot replace minimum requirements set for Key Experts).

**Question 8:** According to 6.1.12 Non key experts of TOR, The non-key experts will be instrumental in supporting the Key Expert in supervision services for the Stage II. According to this we understand that Contractor is not allowed to assign non key experts in Stage I. According to our experience, some non-key experts such energy efficiency expert, structural expert etc. may be needed during adopting the design as "suitable for implementation". Can you please clarify?

**Answer 8:** Within the Terms of Reference, Chapter 6.1.3. Support staff & backstopping, exists a requirement that the contractor will provide support facilities to its team of experts (back-stopping) during the implementation of the contract. This holds specifically true if key experts are in need of support or do not have the sufficient depth of expertise within a specific subfield. Should such lack of expertise of key experts be already anticipated, the tenderers are free to propose Non Key Expert inputs during Stage I of the assignment, too.

**Question 9:** According to TOR 4.3.3. Facilities to be provided by the contracting authority and/or other parties, The Final Beneficiary shall provide the Contractor with all relevant legislation, standards and other technical documentation required for the completion of the required results, without charge or unreasonable delay. Can you please clarify who will be responsible for the translations of these documents to English, if they are only available in local language?

**Answer 9:** Within the Terms of Reference, Chapter 6.1 Staff, it is provided that the Contractor shall provide at his cost translation services for those experts that are not fluent in local language. In addition within Chapter 6.3 Facilities to be provided by the contractor, it is provided that the contractor must ensure that experts are adequately supported and equipped. In particular it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. Such office support is to be covered by the fee rates of the experts.

**Question 10:** According to Time Table, Deadline for submitting tenders is 24 December 2021, these dates are holiday time for many countries and can be some difficulties for logistics and obtaining some official documents from Authorities, therefore we kindly request you to extend deadline for submitting tender for 14 days.

**Answer 10:** The deadline for submission of tenders will be maintained on 24 December 2021, 15h00.

**Question 11:** In ToR, the number of courts to be reconstructed is given as 6 in page 6, under Result 1, whereas, in page 10 it is given as 9. Our understanding is 6 courts are going to be reconstructed with energy efficiency measures and 3 courts will be improved through one-stop-shops. Please confirm.

**Answer 11:** Within the Terms of Reference, Chapter 2.3 Results to be achieved by the contractor, Result 1, it is indicated that 6 buildings in total (two in Podgorica, one in Bijelo Polje, Kotor, Berane and Niksic) will undergo reconstruction and adaptation works. Page 10 further refines this information by providing that those 6 buildings house 9 courts as follows:

- Supreme, Appellate and Higher court (one building) in Podgorica
- Higher and Basic court (one building) in Bijelo Polje
- Basic court in Podgorica
- Basic court in Nikšić
- Basic court in Berane
- Basic court in Kotor

The components of the reconstruction and adaptation works are outlined within the same paragraph.

**Question 12:** In page 10 of ToR, it is mentioned that some of the buildings have main design complete. We understand that “main design complete” means detailed designs and application projects are completed, and the Consultant will carry out design review activities over these drawings.

**Answer 12:** Please refer to Answer 2 above.

**Question 13:** Please clarify the number of works contracts envisaged for the construction works in different locations.

**Answer 13:** Within the Terms of Reference, Chapter 2.3 Results to be achieved by the contractor, Result 1, it is provided that “the works could be tendered under one works tender dossier with separate lots or under separate procedures.” The number of resulting works contracts are a function of the international works tender outcome to identify the most economic combination amongst potentially 4 lots, as identified within Chapter 4.2 Specific work.

**Question 14:** Please confirm that in case of contract award notice, the time gap until the contract signature would be sufficient to obtain the required license in Montenegro for the Key Expert.

**Answer 14:** The assumption is confirmed.

**Question 15:** Please clarify the location of the office to be provided by the contractor in Phase I.

**Answer 15:** The office to be provided by the contractor for Stage I would be located in Podgorica, ideally close to the premises of the Contracting Authority, which potentially will receive most service deliveries.

**Question 16:** We don't know which references were accepted in EOI stage. If you can inform about the valid references so we prepare the proof documents accordingly.

**Answer 16:** The invitation to tender addressed to the shortlisted tenderers informs on page 2: “For your information your application to participate in this tender procedure fulfilled the technical selection criteria for the following references specified in your application form: Ref No. XXXX.” Kindly compare with the received individual invitations to trace the respective information.