

## CLARIFICATIONS No. 2

Procurement related to:

### CONSTRUCTION OF THE NEW ELEMENTARY SCHOOL "CITY KVART" PODGORICA, MONTENEGRO

ICB No: 01-908/26-788/1 published on 11 March 2026

#### Question No. 1:

Please clarify whether the term "promoter," used inconsistently across the Bidding Documents, refers to the same entity as "Promoter" (with a capital "P"), namely the Ministry of Education, Science and Innovation of Montenegro? If the answer is no, please specify to whom it refers.

#### Answer No. 1:

Please note that the term "promoter," as used throughout the Bidding Documents, refers to the same entity as "Promoter," namely the Ministry of Education, Science and Innovation of Montenegro.

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#### Question No. 2:

The recent escalation of conflict in the Middle East has disrupted global oil supply chains, leading to a sharp increase in the prices of oil-based products. This surge will certainly have an impact on costs within the construction sector. Although the tender provides that fixed price applies, we suggest that the Employer reconsiders the inclusion of adjusted price. This approach would benefit both Parties: The Contractor would be protected against unforeseeable increases in the cost of inputs to the Works, while the Employer would avoid inflated tender prices driven by the risks associated with current unstable market conditions.

#### Answer No. 2:

With reference to Bid Data Sheet ITB 14.5, we confirm that the unit prices quoted by the bidder are fixed.

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#### Question No. 3:

Please clarify the definition and intended reference of the term "Purchaser" used in 1TB 35.6 (paragraphs 1-3). While this clause appears to refer to the Contracting Authority in the context of bid evaluation, BOS 40.1 defines the "Purchaser" as the Ministry of Education, Science and Innovation of Montenegro?

#### Answer No. 3:

The correction has been made; please refer to **Corrigendum No.2, Modification No. 1**.

We confirm that 'Employer' has the same meaning as Client or Purchaser (i.e Ministry of Public Works)

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#### Question No. 4:

Please clarify the meaning of the term "Employer," which appears to be used only once (Instruction to Bidders Art. 35.6) in the Bidding Documents without being defined elsewhere in the documents?

**Answer No. 4:**

We confirm that 'Employer' has the same meaning as Client or Purchaser (i.e Ministry of Public Works)

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**Question No. 5:**

Please clarify the description in the BOS regarding the procedure for filing a procurement-related appeal, specifically the roles and definitions of the parties mentioned (such as the consultant, promoter, and Client), which are not defined and render the procedure unclear?

**Answer No. 5:**

We hereby clarify that the 'Promoter' refers to the Ministry of Education, Science and Innovation of Montenegro, the 'Client' refers to the Ministry of Public Works, and the term 'Consultant' is used interchangeably with 'Bidder'.

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**Question No. 6:**

Please clarify whether the Project Manager, identified as Key Personnel in accordance with the Bidding Documents (Evaluation and Qualification Criteria Art. 3.5), may also serve as the Contractor's Representative, or is it required that the Contractor's Representative be a separate individual?

**Answer No. 6:**

We hereby clarify that the same individual may perform both roles. The Project Manager, identified as Key Personnel in accordance with the Bidding Documents (Evaluation and Qualification Criteria Art. 3.5), may also serve as the Contractor's Representative. It is not required for the Contractor's Representative to be a separate individual.

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**Question No. 7:**

Please clarify whether the term "Engineer's offices" (Bidding Forms) in relation to Site Organization refers to the Supervisor's offices, or whether it relates to a separate facility?

**Answer No. 7:**

We hereby clarify that the term 'Engineer's offices' (as referred to in the Bidding Forms in relation to Site Organization) corresponds to the Supervisor's offices and does refer to a same facility.

Referring to Form 1: Site Organization please note that: "During the supervision of civil works the Supervisor will have his office provided by the bidder at bidder's own expenses, on the work site covering all utility costs apart from phone expenses."

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**Question No. 8:**

Although it is stated in the second paragraph of the Special Conditions Art. 4.1 that the addresses for communications for the Contracting Authority, Supervisor, and Promoter are listed below, the Supervisor's address is missing. Would you kindly provide the Supervisor's address?

**Answer No. 8:**

We hereby clarify that the public procurement procedure for the selection of the bidder responsible for supervision of the construction works for the City Kwart school is currently ongoing. Therefore, the Supervisor's details, including the address for communication, are not yet available and will be duly provided and inserted prior to the signing of the Contract for Works.

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**Question No. 9:**

Please provide further clarification on the specifications required for accurate cost estimation, in particular regarding office structure requirements, meeting room size and equipment, detailed furniture list, IT and

communications needs, start and duration of obligation, security requirements, technical standards for utilities, and office equipment scope?

**Answer No. 9:**

Please refer to the Section IX. Special conditions (SC), Article 5, Supervisor and supervisor's representative.

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**Question No. 10:**

Please clarify, in light of General Conditions Article 7.2 requiring the Contractor to request authorization from the Contracting Authority to subcontract and Special Conditions Article 5.3 making the Supervisor's approval subject to prior consent of the Contracting Authority, which entity the Contractor should formally address when seeking approval of subcontractors, and whether the Contracting Authority or the Supervisor holds the primary decision-making authority in this process?

**Answer No. 10:**

The correction has been made; please refer to **Corrigendum No.2, Modification No. 2.**

In accordance with Article 7.2 of the General Conditions, the Contractor shall submit any request for authorisation to subcontract directly to the Contracting Authority. The request must include the scope of the works to be subcontracted and the identity of the proposed subcontractor.

For the avoidance of doubt, all approvals of subcontractors are issued exclusively by the Contracting Authority.

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**Question No. 11:**

Please clarify the approval procedure and responsible authority for subcontracting under the Contract. In particular, ITS/Contract provisions indicate that the Supervisor's authority is subject to prior consent of the Contracting Authority (including under Article 7), while General Conditions Article 7.2 requires the Contractor to request authorisation to subcontract from the Contracting Authority.

Kindly confirm whether the Contractor should submit requests for approval of subcontractors directly to the Contracting Authority, or through the Supervisor with prior consent of the Contracting Authority and clarify the sequence and roles of each party in the subcontractor approval process.

**Answer No. 11:**

The correction has been made; please refer to **Corrigendum No.2, Modification No. 2.**

In accordance with Article 7.2 of the General Conditions, the Contractor shall submit any request for authorisation to subcontract directly to the Contracting Authority. The request must include the scope of the works to be subcontracted and the identity of the proposed subcontractor.

For the avoidance of doubt, all approvals of subcontractors are issued exclusively by the Contracting Authority.

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**Question No. 12:**

Please clarify the scope of the restriction (Access to site Art. 9.2) on using land procured by the Contracting Authority, specifically whether the Contractor is permitted to use the land for site-related purposes such as site offices, storage areas, workshops, or parking facilities necessary for the implementation of the Works?

**Answer No. 12:**

We hereby confirm that the land provided shall be used exclusively for the execution of the Works. Any use for site-related purposes (including temporary facilities, storage, workshops, or parking) shall be permitted only insofar as it is necessary for the Works and subject to the Employer's/Engineer's approval. The site shall not be used for any other purposes unrelated to the Works.

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**Question No. 13:**

Please clarify the required number of Project Identification Sign Boards, as the clause refers to "sign boards" in plural but only indicates one location, and confirm whether multiple boards are required or whether a single board is sufficient, including any additional specifications or locations for installation?

**Answer No. 13:**

The appearance, content, and location of the construction site signboard shall be in accordance with the applicable regulations of Montenegro, as well as the contractual conditions (GCC and SCC Article 12.9). It should also be noted that an inauguration plaque will be installed upon completion/opening of the facility.

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**Question No. 14:**

Please clarify and confirm the intended sequence of events and applicable timeframes regarding the Commencement Date, Site access, Programme submission, and Programme approval, considering the apparent inconsistencies between Special Conditions Article 17.1, General Conditions Article 17.2, 9.1, 33? In particular, could you confirm whether Site access is granted at the Commencement Date and whether Programme approval is required prior to access, and how the timelines for Programme submission and approval are intended to be applied in practice?

**Answer No. 14:**

The correction has been made; please refer to **Corrigendum No.3, Modification No. 1**.

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**Question No. 15:**

Please clarify the intended application of the provision under Article 37.6 concerning variations exceeding 15% of the initial (or amended) Contract Price? In particular, could you confirm whether, once the total increase in the value of the Works exceeds the 15% threshold, the Contractor is entitled to apply adjusted pricing (i.e., revised rates) to the portion exceeding 15%, and how such adjustments are to be calculated in practice?

Additionally, in the case of a significant reduction in scope exceeding the same threshold, could you clarify whether and how the Contractor will be compensated for unrecovered costs such as fixed costs, overheads, mobilization, and resources already committed, which may not be fully recoverable due to the reduced scope of the Works?

**Answer No. 15:**

The Contractor is not entitled to any automatic revision of the rates and prices included in the Bill of Quantities.

In the case of an increase exceeding 15%, any additional amount, if justified, shall be determined on the basis of the applicable contract rates and prices, or, where these are not appropriate, on the basis of duly substantiated cost elements, without implying a general revision of the Contract rates.

Any amendment shall be assessed in accordance with Article 37 and determined by the Supervisor in consultation with the Contracting Authority.

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**Question No. 16:**

Please clarify the extent and limitations of the Contractor's obligation to provide, free of charge, assistance, test samples or parts, machines, equipment, tools, labour, materials, drawings, and production data for the purposes of testing and inspection by the Supervisor?

In particular, could you specify which of these items are expected to be included in the Contractor's normal scope of obligations, and whether any exceptional or significant costs incurred in providing such support will be reimbursed or otherwise compensated, in order to allow for proper cost estimation?

**Answer No. 16:**

The Contractor shall provide all necessary assistance, including labour, materials, equipment, tools, samples, drawings, and production data, as may be reasonably required by the Engineer for the purpose of inspection and testing of the Works, in accordance with the Contract. Such assistance shall be deemed to be included in the Contract Price. However, if the Engineer instructs any tests or requires assistance which is not specified in the Contract and which could not reasonably have been foreseen at the tender stage, the Contractor shall be entitled to an adjustment to the Contract Price and/or an extension of time, subject to the provisions of the Contract. At the tender stage, it is not possible to define in detail the application of these provisions to individual cases, as such requirements will depend on the Engineer's instructions during execution.

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**Question No. 17:**

Could you please clarify the intended invoicing procedure, and confirm to which entity the Contractor is required to submit invoices (i.e., the Contracting Authority and/or the Promoter), as the current wording appears to make this conditional rather than definitive?

**Answer No. 17:**

We hereby clarify that the Contractor shall submit invoices to the Contracting Authority, i.e. the Ministry of Public Works. The Promoter namely the Ministry of Education, Science and Innovation of Montenegro will be copied (cc) in the correspondence for information purposes.

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**Question No. 18:**

Please clarify to whom the required supporting documentation for interim payments (including the Monthly Progress Report, Measurement Book, Certificates of Origin, and soft copy invoice materials) should be submitted, and who is responsible for approving the Monthly Progress Report? Additionally, could you confirm the applicable timeframe for such approval?

**Answer No. 18:**

With reference to SCC Article 50.1, the Interim Payment Certificate shall be supported by an approved Monthly Progress Report, a copy of the Measurement Book, and Certificates of Origin. All supporting documentation shall be submitted to the Supervisor for his consideration and further action.

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**Question No. 19:**

Please clarify whether the Supervisor remains contractually obliged to issue the Provisional Acceptance Certificate within 30 days of receipt of the Contractor's application, in accordance with the General Conditions, notwithstanding the additional requirements introduced in the Special Conditions?

**Answer No. 19:**

The supervisor shall within 30 days respond either by issuing requested certificate, or by rejecting such application. Special conditions of the Article 60.1, in addition to the general condition of this article, introduce joint site inspection and survey prior provisional acceptance in order to agree a defect list (snag list) with the contractor and that the works shall be taken over by the contracting authority after satisfactorily passing tests on completion and substantially completion, all as-built drawings and operation manuals have been submitted.

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**Question No. 20:**

Please clarify whether, in the case of defects or damage being rectified, the intention is for the Defects Liability Period to recommence for the replaced or renewed items from the date of satisfactory completion of the remedial works, or whether the standard practice applies whereby the original Defects Liability Period continues without restarting, except where the defect prevents use of the Works or a Section thereof, in which case any extension would apply only to the affected part of the Works?

**Answer No. 20:**

The Defects Liability Period is governed by Article 61 of the General Conditions, as supplemented by Article 61 of the Special Conditions.

In accordance with Article 61.1 of the Special Conditions, the Defects Liability Period commences on the date of provisional acceptance, and pursuant to Article 61.7 its duration is 365 days.

As set out in Article 61.2 of the General Conditions, the Defects Liability Period for items replaced or renewed shall recommence from the date of satisfactory completion of such replacement or renewal.

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**Question No. 21:**

Please clarify the impact of remedial works carried out during the Defects Liability Period (DLP) on the timing of Final Acceptance. In particular, where items are replaced or renewed during the DLP and the DLP recommences for those items from the date of satisfactory completion of the remedial works, kindly confirm whether:

-The Final Acceptance Certificate (FAC) will be issued 30 days after the expiry of the original DLP for the Works as a whole, or

-The FAC will be issued 30 days after the expiry of the extended DLP applicable to the last replaced or renewed items, effectively extending the overall completion timeline until all such renewed DLP periods have expired.

**Answer No. 21:**

Please refer to the following article of the GCC:

62.1. Upon the expiry of the defects liability period, or where there is more than one such period, upon the expiry of the latest period, and when all defects or damage have been rectified, the supervisor shall issue to the contractor a final acceptance certificate and a copy thereof to the contracting authority stating the date on which the contractor completed its obligations under the contract to the supervisor's satisfaction.

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**Question No. 22:**

Please amend the tender documentation, the items related to the neutral stainless steel tables do not have any dimensions or description, it is not clear from the drawing which positions they are and what the exact dimensions are.

**Answer 22:**

The correction has been made; please refer to **Corrigendum No. 2, Modification No. 3** and its accompanying attachments for details.

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**Question No. 23:****Section II. Bid\_Data Sheet, ITT 10.1**

Bidders shall submit bids in English.

All correspondence exchange shall be in English.

Language for translation of supporting documents and printed literature is English language provided they are accompanied by an accurate translation of the relevant passages in the Montenegrin language in order to facilitate the evaluation of the documents.

Could you please clarify whether the Montenegrin translation is required to be done by a certified court translator, or can it be done by the bidder's internal translator provided it is accurate?

**Answer No. 23:**

Please note that it is not required for the translation to be carried out by a certified court translator. The translation may be completed by the bidder's internal translator, provided that it is accurate.

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**Question No. 24:**

**Section I. Instruction to Bidders**

ITB 34.4 c) Sub-contractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.

Section III. Evaluation and Qualification Criteria

Contractor's, Forms: PER-1 and PER-2, Key Personnel

We understand that if the Bidder does not have 100% of the required key personnel permanently employed at the time of tender announcement, even if the Bidder has all other resources, staff, and experience for successful execution of the contract, it would be necessary to form a Joint Venture with a subcontractor simply to "cover" the missing personnel.

Could you please clarify whether Contracting Authority considers it acceptable to form a Joint Venture with a subcontractor solely to meet the key personnel requirement, even if the work for those positions would actually be performed by the subcontractor?

This situation appears somewhat restrictive, as it forces Bidders to formalize a JV arrangement for positions that they might otherwise manage effectively through subcontracting. Any clarification on this matter would be greatly appreciated.

**Answer No. 24:**

Please note that joint venture (JV) members are not considered subcontractors, and the requirements applicable to subcontractors do not apply to JV members.

However, it should be taken into consideration that, in the case of a JV, the leading partner is required to fulfil at least 50% (fifty percent) of the requirement under section 3.5 – Contractor's Key Personnel.

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**Question No. 25:**

**Section IV. Bidding Forms Bidding**

Letter of Bid forms Invitation for Bid No.: (to be inserted)

Could you please confirm the correct Invitation for this tender, so that we can complete the Letter of Bid correctly?

**Answer No. 25:**

The number of the ICB procedure is: 01-908/26-788/1

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