



Republic of Serbia  
Ministry of Construction,  
Transport and Infrastructure  
Project Implementation Unit

<b>Finance Contract:</b>	SERBIAN INLAND WATERWAY INFRASTRUCTURE Finance Contract between the Republic of Serbia and European Investment Bank (Official Gazette of the Republic of Serbia - International Contracts No. 02/2019)
<b>Title:</b>	Supervision of the Upgrade of the Iron Gate 2 Navigation Lock
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## Clarification No. 1 to TD

### Annex II. Terms of Reference

QUESTIONS	ANSWERS
<p><b>Question No 1</b> <i>Annex II. Terms of Reference, Page 12 of 30,</i> Activities of the Supervision Contractor within the Design-build phase Please clarify the distribution of time assigned to design preparation within the 23 months. Will it be overlapping with the build phase?</p>	<p><b>Answer No 1</b> Yes</p>
<p><b>Question No 2</b> <i>Annex II. Terms of Reference, Page 20 of 30,</i> Non-Key Experts a) If Serbian languages and local licences are required for all the Non-Key Experts, the engaging of foreign experts could be penalized. Please confirm. b) Must all the Non-Key experts provide a Serbian Licence?</p>	<p><b>Answer No 2</b> a) Kindly note that <b>all</b> the Key and Non-Key Experts must fulfill requirements stipulated in the ToR. b) ToR page 21 states quote: "The key and non-key experts, according to their functions and responsibilities, collectively must have the required Serbian licenses prior to commencing their functions, fully in accordance with Serbian Law." End of quote.</p>
<p><b>Question No 3:</b> <i>Annex II. Terms of Reference, Page 20 of 30,</i> Non-Key Experts Please clarify if all Non-Key Experts will be paid under fee-based conditions during Building Phase.</p>	<p><b>Answer No 3</b> Yes.</p>



QUESTIONS	ANSWERS
<p><b>Question No 4:</b> <i>Annex II. Terms of Reference, Page 20 of 30,</i> Non-Key Experts. Environmental Expert According to Article 45 Annex C-Environmental and Social Covenant of the Special Conditions (Draft Contract document) the environmental expert should be Key Expert. Unless the denomination in Special Conditions would be understood as “EXPERT” and refers to both Key and Non-Key Experts. Please clarify.</p>	<p><b>Answer No 4</b> The Contracting Authority will publish the Corrigendum regarding the Draft Contract document.</p>
<p><b>Question No 5:</b> <i>Annex II. Terms of Reference, Page 22 of 30,</i> Indicative number of working days Please clarify if the indicative number of working days refers only to the fee-based component.</p>	<p><b>Answer No 5</b> Indicative number of days refers to the fee-based and lump sum component. The ToR states quote: “The inputs presented in the table above only indicative, provided for information only and:</p> <ul style="list-style-type: none"><li>• The inputs for the activities included in the lump-sums (Section 6.6 below) are included.</li><li>• Reallocation of the inputs among the key-experts is possible (subject to the proposal of the tenderer and acceptance of the Contracting Authority)” end of quote.</li></ul>
<p><b>Question No 6:</b> <i>Annex II. Terms of Reference, Page 22 of 30,</i> Office accommodation Please clarify which type of accommodation will be provided by the Contractor in the site-office. Is furniture included? Please clarify if communications are included in the Contractor’s cost as mentioned.</p>	<p><b>Answer No 6</b> Site-office will be fully equipped and communication costs will be included in the Contractor’s costs.</p>
<p><b>Question No 7:</b> <i>Annex II. Terms of Reference, Page 23 of 30,</i> Incidental Expenditures Please clarify what type of visibility actions are included. ToR does not detail any type of event in Supervision activities. Which are the purposes of those events? Who are the target groups? How many? How must be considered in the work programme?</p>	<p><b>Answer No 7</b> Please, refer to the “Communicating CEF projects” at <a href="https://ec.europa.eu/inea/sites/default/files/comm_cef_leaflet_20180712.pdf">https://ec.europa.eu/inea/sites/default/files/comm_cef_leaflet_20180712.pdf</a></p>
<p><b>Question No 8:</b> <i>Annex II. Terms of Reference, Page 23 of 30,</i> Incidental Expenditures</p>	<p><b>Answer No 8</b> All incidentals need prior Authorization.</p>



QUESTIONS	ANSWERS
<p>Please clarify if any of the incidentals should need prior Authorization as it is mentioned that “performance of quality checks (tests) that can be performed by the Supervision Contractor based in the agreement with the Contracting Authority”</p>	
<p><b>Question No 9:</b> <i>Annex II. Terms of Reference, Page 15 of 30,</i> Stakeholders Engagement Which type of stakeholders? How they will be engaged and paid?</p>	<p><b>Answer No 9</b> The Project is implemented in compliance with and subjected to the EIB’s Environmental and Social Standards. These require a systematic approach to stakeholder engagement that the Project is expected to build and maintain by way of a constructive relationship with relevant stakeholders. Stakeholder engagement is an inclusive and iterative process that involves, in varying degrees, stakeholder analysis and engagement planning, timely disclosure and dissemination of/access to information, public consultations and stakeholder participation, and a mechanism ensuring access to grievance and remedy. Engagement of stakeholders is a process of communication, dialogue and disclosure of relevant project information to stakeholders. In the context of this Project Stakeholders are individuals, groups, communities etc. directly affected or interested in the Project. The cost of these activities should be included in the overall cost of the proposal, and are not a separate budget item.</p>
<p><b>Question No 10:</b> <i>Annex II. Terms of Reference, Page 24 of 30,</i> Lump sum a) Please clarify how these activities will be developed during the Contract. Could several lump sums can be included in the budget, corresponding to different activities described in ToR? b) Is there a maximum amount or percentage for lump sum? c) How will Contract Authority decide that the activity has been achieved?</p>	<p><b>Answer No 10</b> a) Lump sum may have several activities included and the total sum should be included in the budget. b) No c) Contract Authority will decide based on the Engineer’s report/approval.</p>
<p><b>Question No 11:</b> <i>Annex II. Terms of Reference, Page 24 of 30,</i> Expenditure Verification</p>	<p><b>Answer No 11</b> Yes</p>



QUESTIONS	ANSWERS
Please clarify if prefinancing payment really need an external verification report carry out by the nominated external auditor.	
<b>Question No 12:</b> <i>Annex II. Terms of Reference, Page 24 of 30,</i>  Expenditure Verification Please clarify if lump sums activities must be included in the External Verification.	<b>Answer No 12</b> Yes
<b>Question No 13:</b> <i>Annex II. Terms of Reference, Page 27 of 30,</i>  Reporting requirements According to the table of reports, the last DNP Report will overlap with Final Report. Please clarify.	<b>Answer No 13</b> The last DNP Report will overlap with the Final Report.
<b>Question No 14:</b> <i>Annex II. Terms of Reference, Page 28 of 30,</i>  Monitoring and Evaluation Please clarify what indicator should be used for: “Supervision Contractor's performance of planned activities is done timely according to working plan and complying with prescribed requirements”	<b>Answer No 14</b> As per the ToR, the “Supervision Contractor's performance of planned activities is done timely according to working plan and complying with prescribed requirements” is an indicator itself. The crucial word is “timely” and is applicable for evaluation of every activity of the Supervision Contractor in relation to the requirements from the ToR.
<b>Question No 15:</b> <i>Annex II. Terms of Reference, Page 28 of 30,</i>  Special requirements In the case of foreign experts: the sole presentation of the licence application will be accepted, regardless when the license is obtained?	<b>Answer No 15</b> The license shall be active and valid.
<b>Question No 16:</b> <i>Annex II. Terms of Reference, Page 28 of 30,</i>  Special requirements The evidence on compliance with local (Serbian) legislation (laws and rule-books in force) in terms of the local licenses necessary for executing services for both the legal entities and experts involved will be provided. Please Clarify if in case of a Consortium will be enough that licences will be provided by only one of the partners.	<b>Answer No 16</b> Yes, in case of a Consortium, this requirement applies to the Consortium as a whole.