Republic of North Macedonia

Ministry of Transport and Communications

## Western Balkans Trade and Transport Facilitation Project

## CLARIFICATION NO. 2

## To the Request for Bids for the procurement of

## Deployment of Intelligent Transport Systems (ITS) on highway A1 (Corridor X) - South Part

## – Interchange Veles South to Border crossing Bogorodica

## Ref. No.: WBTTFP-8929-MK-212A-RFB

Issued on date: November 17, 2023

To all prospective Suppliers and to all firms that have obtained the RFB documents

Dear All,

With reference to the question raised by the prospective Bidders and pursuant to the issued RFB for the stated subject, please find enclosed the Clarification Table below with the questions and answers.

**Note:**

**The Bidder should use revised Price schedule 1-6 for preparing their Bids, issued on November 03, 2023.**

**The „Price schedule 7-12 - Deployment of ITS - WBTTFP - 212A“ submitted in Annex 1 remain unchanged.**

**Please take into consideration Amendment no. 2 issued on October 19, 2023.**

**Please take into consideration Amendment no. 3 issued on October 25, 2023**

**Please take into consideration Clarification no. 1. issued on November 03, 2023**

**Please take into consideration Amendment no. 4 issued on November 17, 2023.**

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| ***CLARIFICATION TABLE – additional Questions and Answers from 211 to 226***  Date: 17.11 2023 | | | | | |
| 211 | **Q:**  RFB Page 61 / Key Personnel Table / Item 4 / Civil Engineer:  "10 (ten) years general experience in works related to infrastructure projects and/or ITS projects;  and 5 (five) years specific experience as Civil Engineer on linear infrastructure projects and/or ITS projects";  Is it a must that the bidder has to have such a personnel directly, or can subcontractor personnel be considered? | RFB Page 61 / Key Personnel Table / Item 4 / Civil Engineer | 211 | **A:**  In the case of the single Bidder or JV it is allowed to have engaged and contracted Key personnel which is not employed in the single Bidder company or JV companies. The Contract with the engaged Key personnel should be submitted to Employer prior to Contract signing. | Clarification |
| 212 | **Q:**  RFB Page 21: Clarification of article 17.5(d):  "(d) Installation Services shall be quoted separately (Schedule No. 4) and shall include rates or prices for local transportation to named place of final destination as specified in the BDS, insurance and other services incidental to delivery of the Plant, all labor, contractor’s equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the bidding document, as necessary for the proper execution of the installation and other services, including all taxes, duties, levies and charges payable in the Employer’s Country as of twenty-eight (28) days prior to the deadline for submission of Bids;"  Shall we have clarification for the specified part of this item? | RFB Page 21: Clarification of article 17.5(d): | 212 | **A:**  Quoted installation services (Price Schedule No. 7-12 in the issued RFB) shall include rates or prices defined by the Bidder. | Clarification |
| 213 | **Q:**  Radars which are planned to install in-out lanes of highway are expected to be side fire or front fire mode? | Section VII – Employer’s Requirements -Detailed Technical Specifications and Price schedule 1-6 - sheet no.1 -Traffic part - Items no. 9 | 213 | **A:**  As is stated in Price schedule 1-6 - sheet no.1 -Traffic part - Items no. 9  Detector for selective traffic data at in-out lanes of highways:  • Classification; TLS 2012, detector **operated in Front fire mode** | Clarification |
| 214 | **Q:**  The Emergency Call System (SOS) is out of scope or not? There is detail information for system design in Annex1 books but the price schedule does not include such an item. | Book 3 6.1.2 Phone Call System | 214 | **A:**  *Already answered under no. 92 and 147 in Clarification.*  Emergency telephone management system (Telephone Call System) is not a part of this bidding documentation. | Clarification |
| 215 | We have a question about the document Appendix 4: Time Schedule: Is the Completion percentage of positions calculated: According to the price of the positions, According to the quantity of the positions or is calculated according to the number of 100% completed positions in the Price Schedules. | Appendix 4, Time Schedule | 215 | The Completion percentage (30%; 70%; 100%) of positions should be calculated according to the price of the positions. | Clarification |
| 216 | Please be informed that the last sentence in the Manufacturer’s Authorization is causing irritations at the manufacturers side, because manufacturers have no contractual relationship with the Employer.  a) Please confirm that it is the Contractor’s sole responsibility as the contractual partner of the Employer, to comply with the obligations stipulated in Clause 27 of the General Conditions, ensuring the goods of the manufacturers being available in terms of Clause 27.  b) Depending additional question: In case you cannot confirm a), please explain reasoning for this sentence in question. | Section IV, Bidding Forms, Manufacturer’s Authorization | 216 | **A:**  Template for Manufacturer Authorization is in standard form prepared by World Bank and used in all Standard Procurement Documents by World Bank.  In accordance with Clause 27 of the General Conditions of Contract the Defect Liability Period (DLP) start from the date of Operational Acceptance and last for 12 months.  The Contractor is responsible to comply with the obligations stipulated in Clause 27 during DLP period.  The template for Manufacturer Authorization will remain unchanged. | Clarification |
| 217 | We appreciate the clarification regarding the requirement of license A, that “the single Bidder or JV may nominate sub-contractor with License A for performance of construction works”. Nevertheless it is explicitly determined that “the nomination of a sub-contractor does not exclude requirement for obtaining and possess License A or Confirmation for Single Bidder, as well as for Lead member of JV”.  In contrary to this the usual international practice in public procurement processes is to understands the involvement of a subcontractor who provided binding declaration to provide requirement like the actual License A, as a substitution of this requirement for a Single Bidder and/or JV.  To best set up the Bidder, we need to understand the ratio behind the requirement, so please clarify  a) What is the ratio behind the requirement that a Single Bidder can nominate the subcontractor having License A but remains to have License A by itself; therefore has no need to nominate a subcontractor for license A?  b) What is the ratio behind the requirement that a Lead member of a JV needs to have license A if another member of JV has license A and/or license A can be provided by a subcontractor?  c) Or, even if the wording does not really indicate this, is it actually intended that, in accordance with international practice, License A can be sufficiently provided by a subcontractor, providing the construction works in question?  If yes, please clarify this by additional amendment of the requirement clearly stipulating that the license A requirement can be fulfilled by a subcontractor providing the construction works in question | Section II -Bid Data Sheet – ITB 2.1 | 217 | **A:**  According to the Article 42, paragraph 1 of the Law on Construction of the R.N. Macedonia:  (1) A foreign legal entity may in the Republic of Macedonia carry out the works of design, revision, execution/construction works and supervision prescribed by this law, if it receives a Confirmation for carrying out the said works from the state administration body (MoTC) competent for carrying out the works in the field of arranging the space. In order to obtain a Confirmation, the legal entity from a country that is a member of the European Union should submit a request and evidence confirming that the person is registered to perform the relevant activity in the country in which it has its headquarters and that it has a permit, i.e. a license to perform the appropriate works for the type of construction, for which a certificate is requested, and a legal entity from a country that is not a member of the European Union, should also submit a list of completed works.  If a permit or license is not issued in the country of the foreign legal entity, the foreign legal entity from a member state of the European Union is required to submit proof from the competent authority in that country that in accordance with its regulations no permit or license is issued for the performance of the relevant work and proof confirming that the person is registered for performing the relevant activity in the country in which it has its headquarters, and the legal entity from a country that is not a member of the European Union, should also submit a list of performed works. On the basis of the submitted evidence, the state administration authority responsible for performing the works for the arrangement of the space, will issue a certificate which works, in accordance with this law, the foreign legal entity can perform in the Republic of Macedonia.  **According to Law on Construction of the R.N. Macedonia company from abroad – a foreign legal entity, must obtain Confirmation from MoTC to carry out the works of design, revision, execution/construction works and supervision prescribed by this law.** | Clarification |
| 218 | **Q:**  As mentioned In the RFB document (Page 39), "the loan or financing agreement amount is 26,200,000 EUR".  Is this amount allocated directly to this tender's scope?  Or Does the amount cover separate services such as supervision or design of the "Western Balkans Trade and Transport Facilitation Project? | Section II -Bid Data Sheet – 11.1 (j) | 218 | **A:**  - No. This amount is for whole components of the WBTTF project.  - As stated in the SPN – point 1:  The Republic of North Macedonia has received financing from the World Bank toward the cost of the Western Balkans Trade and Transport Facilitation Project, and intends to apply part of the proceeds toward payments under the contract for “Deployment of Intelligent Transport Systems (ITS) on highway A1 (Corridor X) - South Part – chainage from km 74+950.00 (Interchange Veles South) to km 172+127.44 (Border crossing Bogorodica) - Provision, Installation and Commissioning of software, hardware and road monitoring devices as well as training on ITS systems for the operator staff”. | Clarification |
| 219 | **Q:**  We have the following question about the active ITS tender procedure:  We ask for clarification of the understanding of the term “operation and maintenance” in the sentence "The Contractor is responsible for the operation and maintenance of the whole ITS systems in accordance to the prepared manuals, during the Defect Liability Period" as this can be read as if the Contractor is responsible for the whole operation of the ITS System during DLP. In this case the tender documentation is missing sufficient parameter to calculate the costs for such operation.  a) Please confirm that the Employer will operate the ITS System also during DLP  b) In case this understanding is wrong, please update the tender documentation is respect to missing parameter to calculate operation of the ITS System by the Contractor during DLP, in particular  (i) How many operators have to be provided? How many people need to be trained?  (ii) What will be the operational support 24x7, 8x5, other?  (iii) Is the Contractor responsible for preventive and corrective maintenance during the Defect Liability Period?  (iv) What will be the KPI and MTTR to be fulfilled regarding preventive and corrective maintenance during the Defect Liability Period? | Clarification no. 1 – Q/A: 57, 63, 64, 87 | 219 | **A:**  YES, the Employer (Beneficiary) will operate the ITS Systems during DLP.  As per stated in Section VII – Employer´s Requirements and in the issued Clarification no.1 in Q/A 57, 63, 64 and 87:  During the Defect Liability Period (DLP) which start from the date of Operational Acceptance and last for 12 months, the Contractor is fully responsible for ensuring availability of the supplied equipment during this period, replace the equipment if/where required and ensuring performance requirements of whole ITS systems (hardware and software).  The Contractor is responsible for the operation and maintenance of the whole ITS systems in accordance to the prepared manuals and manufacturer instructions for maintenance of the equipment, during the Defect Liability Period. After DLP period the Beneficiary will contracted company for maintenance of ITS Systems which will work in accordance to already prepared and delivered maintenance manuals.  The Contractor should calculate all needs and costs for ensuring full performance of the ITS Systems during Defect Liability Period. | Clarification |
| 220 | **Q:**  According to clarification question 27, weather stations must include a 5 m high corrosion-resistant (rust-free) aluminum tube mast. But clarifications 76 and 122 require weather stations to include steel load structures. Please clarify whether the HDG steel mast will be acceptable for weather stations. | Clarification no. 1 – Q/A: 27 | 220 | **A:**  The HDG steel mast **is not** acceptable for weather stations.  As is stated in the revised Price schedule 1-6 - sheet no.1 -Traffic part, in item 11, the Bidder should supply, delivery, installation, connection to full functionality of the entire system with all necessary work, accessories and parts **corrosion-resistant (rust-free) aluminum tubing mast** with 5m height, placed on Concrete Mounting Base with J-bolt according to equipment supplier recommendations. | Clarification |
| 221 | **Q:**  We ask for clarification of the understanding of the term “operation” in the sentence "The Contractor is responsible for the operation and maintenance of the whole ITS systems in accordance to the prepared manuals, during the Defect Liability Period"  From the paragraphs above we understand that the term “operation” that the contractor shall be obliged to provide maintenance in order to keep the system in operation as defined in the manuals for operation and maintenance, but operation of the system itself will be provided by the employer also during the DLP period. With other words: the contractor shall not provide any operation except to provide manuals and training items included on tender BoQ.  Please confirm this understanding as correct. | Clarification no. 1 – Q/A: 87 | 221 | **A:**  The Employer (Beneficiary) will operate the ITS Systems during DLP.  The Contractor shall be obliged to provide maintenance in order to keep the system in operation as defined in the manuals for operation and maintenance and manufacturer instructions for maintenance of the equipment, during the Defect Liability Period.  The Contractor should calculate all needs and costs for ensuring full performance of the ITS Systems during Defect Liability Period.  As per stated in Section VII – Employer´s Requirements and in the issued Clarification no.1 in Q/A 57, 63, 64 and 87:  During the Defect Liability Period (DLP) which start from the date of Operational Acceptance and last for 12 months, the Contractor is fully responsible for ensuring availability of the supplied equipment during this period, replace the equipment if/where required and ensuring performance requirements of whole ITS systems (hardware and software). | Clarification |
| 222 | **Q:**  The nomination of sub contractor does not exclude requirement for obtain and possess License A or Confirmation for Single Bidder, as well as for Lead member of JV  We would like to ask if License A should be held only by the member of the group who will perform the construction work on the field. It is a little unclear what exactly is required. Is it just the member of the group that performs the construction work, or is it the lead member of JV? According to the national legislation of North Macedonia, the building license should be owned by the member of the group that will perform the construction work. Please clarify to whom the requirement for License A applies | Amendment no.3 | 222 | **A:**  As is stated in the issued Amendment no. 3:  The nomination of sub-contractor does not exclude requirement for obtain and possess License A or Confirmation for Single Bidder, as well as for Lead member of JV.  **Lead member of JV should possess License A or Confirmation issued by MoTC.** | Clarification |
| 223 | **Q:**  Please clarify is it possible that company submit bid as a member of more “Consortium"  Please clarify is it possible that company be a subcontractor in more bids for this tender | RFB-Section I – Instruction to bidders | 223 | **A:**  According to the RFB, Section I – Instruction to bidders, Item no. 4.3:  A firm that is a Bidder (either individually or as a JV member) shall not participate as a Bidder or as JV member in more than one Bid except for permitted alternative Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. However, this does not limit the participation of a Bidder as subcontractor in another Bid or of a firm as a subcontractor in more than one Bid.  Please follow Instruction to Bidders during preparation of Bid. | Clarification |
| 224 | **Q:**  In cluse 20.1 Specifications and Drawings in General Conditions of Contract is written”  “20.1.1 The Contractor shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice.”  However, we have received only basic design.  Can you please clarify should we prepare detailed design?  Also, practice in our projects is that we have “IFC (Issued for construction)” drawings.  **Can you clarify is “IFC” or “Detailed Design” requested or we should work according to Basic design?** | Section VIII - General Conditions of Contract, Item 20.1 Specifications and Drawings | 224 | **A:**  According to the national Law for building, the basic design project is same as detailed design project. All works should be done by the basic design project.  As-build design project is project who presenting the actual state of the constructed facility.  As per Annex 1 - Price schedule 7-12 – Schedule 7 - Item 1, the Bidder should prepare As build design project in 6 copies on English and 6 copies on Macedonian language, and 2 CDs on both languages. Refers to: ITS traffic design, Electrical design, Traffic information system, Steel portal frames structure, Cabel channel and TCC Negotino – facility. As build design should comprise any changes during the project execution. | Clarification |
| 225 | **Q:**  Can you please clarify your response from Clarification for question No. 13.  Our question is:  **Please confirm that Single Bidder or by JV can engage through Technical Cooperation Agreement key personnel.** | Clarification no. 1 – Q/A: 13 | 225 | **A:**  The Single bidder or JV can engage Key personnel through Technical Cooperation Agreement.  The Agreement should be signed by authorized representative in case of a Single Bidder or in case of a JV and should be submitted in the Bid. | Clarification |
| 226 | **Q:**  As per RFB-BDS - 11.1 (j) - 5. Manufacturer Authorization is required for major items of supply listed in Detailed TS - required and offered - Section VII - pages 120 to 139  Please confirm that Manufacturer Authorization is required for major items of supply in Section VII at pages 130 -139 ( as per attachment), and below is the last page for material that need Manufacturer Authorization. | RFB-BDS - 11.1 (j) - 5. Manufacturer Authorization | 226 | **A:** Manufacturer Authorization is required for major items of supply listed in Section VII - Employer’s Requirements – Specifications - Detailed TS - required and offered. All Items in the subject Detail TS Table are major items as follow:  ***- Description of Goods and Related Service:***  **I - TRAFFIC PART; Item no. 1 to 24;**  **II - TIS - TCC - SOUTH – NEGOTINO; Item no. 1 to 22;**  **III - ELECTRICAL PART; Item no. 1 and 2;** | Clarification |

**Please note that confirmation by e-mail of the receipt of this Clarification no.2 is compulsory!**

Yours sincerely,

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