

GIVING EXPLANATIONS / ENTERING CHANGES

Project	Odra-Vistula Flood Management Project
Contract:	1B.2Modernization works on boundary sections of Odra River, Stage I to provide Good Condition for Ice –breaking
Procedure	International Competitive Bidding (ICB)
It applies to:	Bidding Documents
of	08.2020
Advertisement	The Invitation for Bids OVFMP-1B.2
The Employer	State Water Holding Polish Waters - Regional Water Management Authority in Szczecin
Country	Poland

ANSWERS TO QUESTIONS AND EXPLANATIONS

Question No.	Lot (Task) to which it relates	Section / Point / Form / Document name	Question	Reply	Change required (Yes/No)	Zmiana nr
1	1B.2/1-1B.2/3	Part 1/Section I/Instruction for Bidders / 19 Bid Security	Question concerning bid security: Is it allowed that the bid security is covered by several security providers for one bidder?	The Employer does not agree to the provision of several bid securities covered by different security providers within one Part of the procurement. Additionally, the Employer shall explain that in the case of submitting a bid for more than one Part of the procurement at the same time, e.g. for Task 1B.2/1 and 1B.2/2 jointly, the Bidder may submit separate bid securities for each Part of the procurement, i.e. a separate bid security for full security of the bid for Task 1B.2/1 and separate demand guarantee for full security of bid for Task 1B2/2. In the cause submit one bid security for the total amount of security required for two or more Parts of Contract 1B.2, the Employer shall require that the content of the guarantee specifies which Parts of the proceeding the submitted bid security applies to.	NO	-
2	1B.2/1-1B.2/3	Part 1/Section I/Instruction for Bidders / 19 Bid Security	Question concerning bid security: In case of a joint venture, is it allowed that the JV partners provide separate securities for each partner which in total will cover the amount required?	The Employer requires that the bid security be submitted in accordance with item 19.8 of ITB, i.e. the JV Bid Security should be issued to the JV that submits the bid. If the JV was not legally created as a legally existing JV at the time of submission of the bid, the Bid Security should be issued in the name of all future members listed in the letter of intent referred to in items 4.1 and 11.2 of the ITB.	NO	-
3	1B.2/1-1B.2/3	Part 1/Section II/ITB	Question: Is it possible for the Employer to not accept the EMP attached by the Contractor to the bid and will the lack of acceptance cause the bid to be rejected?	The Employer wishes to make clear that the Environmental Management Plan (EMP/PZŚ) attached to Part 2 bidding documentation will constitute a binding part of the C-ESMP. The Bidder is not authorised to modify the provisions and conditions set forth in the EMP issued under these bidding (including Amendments as a result of the addenda issued pursuant to point 8 of the IdO Addenda). In case of modifications of the EMP which are inconsistent with the contents of the Tender Documents by the Bidder, the bid may be rejected as not meeting the requirements of the Bidding Documents.	NO	-
4	1B.2/1-1B.2/3	Part 1/Section II/Instructions to Bidders/11.1 (h)	Please confirm that in order to submit the EMP it is necessary to attach the EMP to the bid.	The Employer confirms that the EMP signed by the Contractor must be attached to the bid. In addition, the employer explains that in case of modifications of the EMP which are inconsistent with the contents of the Bid Documents by the Bidder, the bid may be rejected as not meeting the requirements of the Bidding Documents.	NO	-
5	1B.2/1-1B.2/3	Part 1/ Section II/ Bid Data Sheet/ IfB 10.1	Part 1 – Bidding Procedures: according to information in Section I. Instructions to Bidders part C. Preparation of Bids item 10. Language of Bid a bid shall be written in the language specified in the BDS (Bid Data Sheet), i.e.: English (see Section II. Bid Data Sheet part C. Preparation of Bids item ITB 10.1). In addition, in the above-mentioned item in the BDS, there is an information that tender documents have been translated into Polish and, furthermore, that Tenders may submit a bid in “any one of the languages stated above” which suggests the possibility of submitting tenders in English or Polish. Due to the imprecise stipulation, please do confirm that language of the bid, as well as language of communication between the Employer and the Bidders during the tender procedure is English	The Employer wishes to explain that the bid and all correspondence and documents related to the bid should be drawn up in one of the two languages specified in the BDS item 10.1, i.e. in English or Polish. Bidders may submit a bid in either of the above languages. All correspondence will be conducted in the languages indicated in the BDS, i.e. in Polish and/or English. However, the Bidders, with reference to the language of the submitted Bid, may send correspondence in Polish or English. Furthermore, the Employer wishes to indicate that in accordance with the provisions of Part 3 Section IX Part A Contract Data, the language applicable to the Contract is the language of the submitted Bid, i.e. English or Polish, as the case may be.	NO	-

6	1B.2/1- Data Sheet/ IIB 10.1	Part 1/ Section II/ Bid	1B.2/3	Data Sheet/ IIB 10.1			Part 1 – Bidding Procedures: according to information in Section I. Instructions to Bidders part C. Preparation of Bids item 10. Language of Bid a bid shall be written in the language specified in the BDS (Bid Data Sheet), i.e.: English. We kindly request for confirmation that the Bid submitted in English will not require any additional translation into Polish.													
7	1B.2/1- Data Sheet/ IIB 10.1	Part 1/ Section II/ Bid	1B.2/3	Data Sheet/ IIB 10.1	1B.2/3	Data Sheet/ IIB 10.1	Part 1 – Bidding Procedures: according to information in Section I. Instructions to Bidders part C. Preparation of Bids item 10. Language of Bid – please confirm whether translations of supporting documents and printed literature in languages other than English attached to the Bid should be translated by a sworn translator.													
8	1B.2/1- Data Sheet/ IIB 10.1	Part 1/ Section II/ Bid	1B.2/3	Data Sheet/ IIB 10.1	1B.2/3	Data Sheet/ IIB 10.1	Other: please confirm that in the event of discrepancy between the English version and the Polish version of the submitted Tender documents, the English version shall prevail in the interpretation.													

15	1B.2/1	Part 1/Section III/Evaluation and Qualification Criteria/4.2 (a)	In the English version of the tender documents, the file named: "01_1B.2_1 BD_Part1" page: 70; Part 1; Section III. Evaluation and Qualification Criteria (Without Prequalification); 3. Qualification: 4.2 (a) Specific Construction & Contract Management Experience; stays: "If the bidder simultaneously submits a bid for Lot 1, Lot 2 and Lot 3, i.e. Tasks 1B.2/1, 1B.2/2 and 1B.2/3, then it shall prove the following: (...) (i) 1 contract of minimum gross value EUR 879 million. Value of 879 million is a mistake?	The Employer confirms that the indicated amount of EUR 879 million is a clerical error. The correct amount is EUR 87 million. The Employer introduced an appropriate amendment to the BD.	YES	3.1
16	1B.2/1-1B.2/3	Part 1/Section III/Evaluation and Qualification Criteria/4.2 (a)	Regarding section III of the tender documents, chapter 3, point 4.2(a), Specific Construction & Contract Management. Are the experience requirements i) – iii) for simultaneous bids cumulative or stand alone? I.e. does one large contract meet all the requirements or is separate project experience for each individual item required?	The Employer wishes to make clear that in the case of submitting a bid for a total of 3 Parts of Contract 1B.2, i.e. for Tasks 1B.2/1 and 1B.2/2 and 1B.2/3, the experience requirements specified in item 4.2 (a) may be proven by (i) one contract with a minimum gross value of EUR 87 million or (ii) two contracts with a minimum gross value of EUR 52 million and EUR 35 million respectively or (iii) three contracts with a minimum gross value of EUR 35 million and EUR 24 million and EUR 28 million respectively. The Employer rendered the content of the condition more precise by introducing an appropriate amendment to the Bidding Documents in English version.	YES	3.1
17	1B.2/1-1B.2/3	Part 1/Section III/Evaluation and Qualification Criteria/4.2(b)	Evaluation and Qualification Criteria, item 4.2.b) sub-item (c) construction, reconstruction, extension or renovation of coastal protection works of the maritime coastline of sea waters and internal sea waters or wharfs in seaports, assuming construction works from the water side (at least 2 km in total on one task)). Can you explain whether the 2 km principle (in the case of one part or 4 km in the case of more than one part) also applies to the length of the waterfronts that are being built?	The Employer wishes to make clear that to the extent described in item 4.2 (b) the Contractor may demonstrate experience in the execution of construction works described in sub-item (c), including the construction of wharfs in seaports with a length of 2 km or 4 km respectively in total on one task, assuming the execution of works from water. This experience may be proved by contracts that have already been executed or ones that are currently being executed (provided that the works indicated in Form EXP-4.2 (b) have been executed). In the case of contracts in which the Bidder participated as a joint venture member or a subcontractor, only the part attributable to the Bidder, in terms of value, will be taken into account to determine compliance with this requirement.	NO	-
18	1B.2/1-1B.2/3	Part 1/Section III/Evaluation and Qualification Criteria/SST-1.1 item Equipment	Pleas do clarify the differences in requirements for floating equipment and confirm the correct number of working and transport units. With regard to the requirements for floating equipment stipulated in the Technical Specification SST-1.1 Item 3 Equipmant, i.e.: The Contractor commencing the works should demonstrate the possibility of using the following equipment a) for the execution of works carried out in the drained area ("dry works"): - tracked push shovels with a bucket capacity of not less than 0.6 m3, - scraper excavators with a bucket capacity of not less than 0.6 m3, - tracked clamshell excavators, equipped with a polyp-type grab - Tracked loaders with a bucket capacity of not less than 2.0 m3, adapted for moving on wet and muddy grounds, - shovels, picks, crowbars and other ancillary equipment for manual work - means of transport b) to perform works carried out from under water: - at least of 2 pushed work sets (pusher with a transport pontoon of not less than 60t at a draught of not more than 1.6 m, adapted for installing machines such as cranes and excavators on it), one for carrying out works with simultaneous loading and one for performance of unloading works, - tracked clamshell excavators, equipped with a polyp-type grab, - tracked crane adapted to work as a clamshell excavator, with a lifting capacity of not less than 3 tonnes at a reach (distance measured in the axis of the crane and weight) of not less than 12m, and The Contractor commencing the works should demonstrate the possibility of using the following means of transport a) for the execution of works carried out in the drained area ("dry works"): - dumpers with a capacity of not less than 10 tonnes, - self-propelled means of transport with a capacity of not less than 15 tons adapted for movement on dirt roads and unpaved surfaces, - agricultural tractors with dump trailers of a capacity of not less than 6 tonnes, b) to perform works carried out in "from the water" technology: - at least of 2 pushed conveyor sets (a pusher with a barge of not more than 500 t at a draught not exceeding 1,6 m), the Bidder should foresee for construction of works at least 2 working units (pusher and pontoon) and another 2 working units (pusher and barge) as transport means for one lot. With assumption that the Bidder will place offer for 3 lots total number of working units should be 6 units for construction works and 6 units for transport means. In contradiction Item 3.6 (for each lot) requires from the Bidder to demonstrate 6 working units for construction and 6 working units for transport means, in total for 3 lots the Bidder should have 18 working units for construction and 18 transport sets. Pleas do clarify.	The conditions of STT-1.1 item 3 and STT 1.1 item 4 must be met. The Employer introduced an appropriate amendment to item 3.6 Section III Evaluation and Qualification Criteria	YES	3.2

30	1B.2/1- 1B.2/3	Part 2/Section VII/Building Design	Question: Are the oversized boulders natural glacial erratics or crushed rock boulders?	The oversized boulders are natural glacial erratics. Boulders must meet the requirements of item 7.1 CD Volume II and ST	NO	-
31	1B.2/1- 1B.2/3	Part 2/Section VII/Building Design	Is it possible to directly use the material from the demolished groynes to ballast the fascine mattresses on the longitudinal dam?	Yes, it is possible to use the material from the dismantling of groyne. However, the material must be in accordance with the documentation on design solutions, be in a technical condition to allow its use and be accepted by the Engineer every time.	NO	-
32	1B.2/1	Part 2/Section VII/Building Design/Figure 2.1	Referring to document drawing fig no 2.1, between groynes 8/583 and 10/583 a long dam is situated which is longer than all other groynes. No specific drawings are found for this dam. Can employer please provide drawings for this groyne or dam? Is it included in the contract?	There is no longitudinal dam between groynes 8/583 and 10/583. The object indicated by the Bidder is a tributary to the bay designed in this place within the framework of activities minimizing the environmental impact. A detailed design of this bay, together with the construction of this canal, can be found in Volume II Minimising Measures. The Employer introduced an appropriate amendment to BD by changed Figures in English version (Construction Plans CP sec.1 VOL II. Figure 2.1 and 2.2)	YES	3.33
33	1B.2/1- 1B.2/3	Part 2/Section VII/Works Requirements	Is it possible to obtain an inventory of the existing condition of groynes and other structures?	The Employer is not in possession of design or inventory documentation for the existing groynes. These structures were made in the 1930s. In addition, in accordance with item 7.2 of ITB, "the Bidder is advised to visit and become acquainted with the place of execution of the Works and its surroundings and to obtain, on their own responsibility, all information that may be necessary to prepare the bid (...)".	NO	-
34	1B.2/1- 1B.2/3	Part 2/Section VII/Works Requirements/Contractor's Representative and Key Personnel	Please explain what kind of education does the Employer mean by social education – does it apply to the Social Issues Specialist? Will the Employer accept a person educated in the field of so-called social sciences, in particular with economic, sociological education, etc.?	By social education, the Employer understands education in the field of the so-called social sciences, in particular economic education (including spatial management), sociological education, political education).	NO	-
35	1B.2/1	Part 2/Section VII/Scope of Works	12.Question concerning 1B.2_1 Scope of Works, Specification_Lot 1 page 5: The results of modelling may be the basis for the necessity to introduce changes in the design assumptions concerning the reconstruction of the improvement system in the area covered by modelling, which may result in the necessity to amend the Investment Project Implementation Permit (IPIP). We assume that all consequences of changes in IPIP are on Employer's charge, is that correct?	The Employer wishes to explain that if the necessity to introduce changes to IPIP results from the modelling or if the changes are introduced at the Employer's request, the Employer will be responsible for the consequences of such changes.	NO	-
36	1B.2/1	Part 2/Section VII/Scope of Works/ Specification_Part 1	Equipment-Part 3.b): "to perform works carried out from under water: at least of 2 pushed work sets (pusher with a transport pontoon of not less than 60t at a draught of not more than 1.6 m, adapted for installing machines such as cranes and excavators on it), one for carrying out works with simultaneous loading and one for performance of unloading works". also in: Transport-Part 4b): to perform works carried out in "from the water" technology: - at least of 2 pushed conveyor sets (a pusher with a barge of not more than 500 t at a draught not exceeding 1.6 m) Q: 1.6 m means the maximum draught at which pushed work sets can work during the performed works, and not the maximum draught of work sets specified in the documents of the vessels, is this a correct understanding of the provisions?	The depth of 1.6 m is the maximum draught of the unit due to the bathymetric conditions – the actual depths on the river. This means that the unit may have a larger draught allowed in its documentation, but will be able to work with a draught of up to 1.6 m. The Employer allows the use of equipment with greater maximum draught, however, during transport and construction works as part of the task, it is recommended that the sets be loaded in such a way that they do not exceed the depth of 1.6 m.	NO	-
37	1B.2/1- 1B.2/3	Part 2/Section VII/Scope of Works	Did the Employer secure funds for the implementation of the Order? If not, at what stage is the process of obtaining these funds and when are they most likely to be obtained by the Employer?	The Employer anticipates that the Contract will be financed by the Cohesion Fund, the state budget, and loans granted to the Government of the Republic of Poland by the International Bank for Reconstruction and Development (World Bank) and by the Council of Europe Development Bank CEB. Currently, the Employer is in the last stage of the assessment of the application for financing from the Cohesion Fund	NO	-
38	1B.2/1- 1B.2/3	Part 3/Section IX/Particular Conditions	Did the Employer secure funds for the implementation of the Order? If not, at what stage is the process of obtaining these funds and when are they most likely to be obtained by the Employer?	The Employer anticipates that the Contract will be financed by the Cohesion Fund, the state budget, and loans granted to the Government of the Republic of Poland by the International Bank for Reconstruction and Development (World Bank) and by the Council of Europe Development Bank CEB. Currently, the Employer is in the last stage of the assessment of the application for financing from the Cohesion Fund	NO	-

49	1B.2/2	Part 2/Works Requirements	Re: all groynes. To be carried out: "Construction of riprap base made of a grid of fascine bundles with a diameter of not more than 12 cm". Please provide illustrative drawings of what that base should look like. Please indicate in the drawing where exactly this type of base should be constructed. There are no drawings for this scope of work in the Detailed Design.	According to the provision of the Detailed Design, "In the case of significant slope inclination, and consequently the need to stabilise the riprap (preventing the stone from rolling down), stone base should be constructed, made of a grid of fascine bundles with a diameter of not more than 12 cm". For the purposes of the design, it was assumed that the Contractor would have to use grids made of fascine bundles at about 30% of the length of reinforced sections of the banks, where the slopes are steep – this amount was specified in the bill of quantities. The construction of the grids should be the subject of a workshop design prepared by the Works Contractor. The bundles should be made in accordance with BN-69 8952-27. In the Employer's opinion the method of execution described in the PW is sufficient for the execution of the described works by an experienced Contractor (or Subcontractor) in accordance with the rules of the building and technical knowledge concerning typical hydrotechnical works (or similarly)	NO	-
50	1B.2/1-1B.2/3	Part 2/Works Requirements	Part 2 - Works Requirements - Contractor's Representative and Key Personnel: with regard to the required relevant work experience for Contractor's Representative please do clarify which requirements shall be considered by the Bidder in the offer, i.e.: in the English version of tender documents minimum 7-years of professional experience is required and in Polish translation of tender documents only 5 years of professional experience is required.	The Employer wishes to explain that they require the Contractor's Representative to have 5 years of professional experience. The Employer introduced an appropriate amendment to the BD.	YES	3.12
51	1B.2/1-1B.2/3	Part 2/Works Requirements	Part 2 - Works Requirements - Contractor's Representative and Key Personnel: with regard to the required relevant work experience for Surveyor please do clarify which requirements shall be considered by the Bidder in the offer, i.e.: in the English version of tender documents minimum 5-years of professional experience is required and in Polish translation of tender documents only 3 years of professional experience is required.	The Employer wishes to explain that they require the Surveyor to have 3 years of professional experience. The Employer introduced an appropriate amendment to the BD.	YES	3.13
52	1B.2/1-1B.2/3	Part 2/Works Requirements	Part 2 - Works Requirements: please do specify technical requirements and location for artificial breeding islands (platforms) for birds, detailed information is required for correct calculation of works.	The location of breeding platforms is indicated in item 49 Annex 1 to the EMP, i.e.: Prior to the commencement of the modernisation works, the Contractor shall execute at least two low "nursery" floating islands with a total area of approx. 250 m2 outside the riverbed, i.e. in the vicinity of Chlevice, on plot no. 272 Chlevice precinct, Boleszkowice commune, Myśliborski district with the following assumptions: construct low floating islands without a "sill" protruding outside, above the water, in a cellular concrete structure, with positive buoyancy, quickly overgrowing with vegetation. The surface of the platform will be covered with a few centimetres' layer of soil and a special biotextile for the development of plants, so that it quickly fits into the landscape and becomes settled by ornithofauna. These additional platforms will be located next to the breeding platforms already in operation. The detailed location of the platforms and the requirements for the functionality of the islands will be indicated by the host of the waters on which the breeding islands requiring the addition of the low floating islands in question are located. The Contractor, with the participation of the Contractor's environmental supervision team, will develop, for the Engineer's approval, the manner of implementation of the measure in the form of a Quality Assurance Plan. The measure is covered by the Option in accordance with Sub-Clause 13.8 of the Particular Conditions of the Contract (Part 3 of the Bidding Document)	NO	-
53	1B.2/1-1B.2/3	Part 2/Works Requirements	Please inform whether the Client, within the scope of the project, has conducted geological and/or geotechnical survey. We kindly ask to provide such documents. Moreover, in reference to item 1.5.19 Geotechnical supervision (see Technical Specification ST-0) please do explain to which reference documents (or ground conditions adopted in the design) the Contractor shall comply ground conditions stated during the works. In the submitted tender documentation there is a lack of information about sub-soil conditions.	The Employer does not have a geological documentation. The ground under the existing structures is compacted – the structures do not settle. It is estimated that the anticipated replacement of the existing paving with dimensions 20x20 cm laid on a layer of gravel with a layer of approx. 45 cm of crushed hydrotechnical stone will not affect the stability of the foundations of existing groynes.	NO	-
54	1B.2/1	Part 2/Works Requirements	Concern: 03 1B.2_1 DP Part 2 (Section VII). Is there any separate design for section 6B or is it part of Construction Plans for Task 1?	Section 6B as a whole is not covered by proceeding, therefore no project documentation has been attached for it. However, at the interface between section 3 and section 6B mentioned in the question, the longitudinal dam was designed. The main part of dam is located on the kilometre belonging to section no. 3. In order to maintain the integrity of the construction, within the framework of proceeding, the whole oblong dam, which part is included in the scope of section 6B, must be constructed. In the documentation concerning section 3, the entire longitudinal dam including its part located in section 6B was implemented. The dam as a whole must be constructed as part of the Works.	NO	-
55	1B.2/1-1B.2/3	Part 2/Works Requirements/Drawings	Construction Plans and Bill of Quantity. There is possibility to reuse the demolished material from demolishing works on existing groynes. Could you please explain if these stones can be used as a 15-45cm stones for construction of the groynes, or it needs to be crushed to 5-10 cm granulation?	The Employer permits the use of material from demolition works provided that the material complies with the parameters specified in the Technical Specifications and Design Documentation. Each time, the material from demolition planned to be rebuilt, requires the approval of the Engineer.	NO	-

63	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions	What does the term "source country" mean when used in the first paragraph of Sub-Clause 19.2, as indicated in the Particular Conditions Part B?	This was defined more precisely in item 5 of ITB: The materials, equipment, and services to be provided under the Contract and financed by the Bank may originate in any country, subject to the limitations set out in Section V, Eligible Countries, and no expenditure under the Contract may violate such limitations. The Employer may require Bidders to provide proof of the origin of the materials, equipment, and services. The Employer did not introduce any additional restrictions in Section V of the DP regarding the eligibility of materials and services.	NO	-
64	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/1.1.1	Regarding Conditions of Contract Clause 1.1.1 (Contract Data). In the definition of Accepted Contract Amount there is a reference to the definition of "Option Law". This definition is not included in the contract documents, We kindly request you to clarify.	The Option is defined in Sub-Clause 1.1.98 of the Particular Conditions. The Employer corrected the wording of Sub-Clause 1.1.1 in the English version.	YES	3.15
65	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/1.1.27	Please explain whether the provisions of the Contract relating to the Defects Notification Period constitute a modification of the contractor's liability under the warranty	The Employer wishes to clarify that the warranty liability for the executed Works is determined by the currently applicable law.	NO	-
66	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/1.1.74	Why are "Back-Up Facilities" indicated in the Particular Conditions Part A in the part referring to Sub-Clause 1.1.74 (Construction Site)? In the light of Sub-Clause 1.1.74 of the General Conditions, should it be understood as meaning that the Back-Up Facilities are the place to which the Equipment and Materials are to be delivered? In addition, should such a provision be understood as meaning that the Back-Up Facilities are a part of the Construction Site?	The Employer wishes to clarify that in accordance with the provisions of Sub-Clause 1.1.74 of the General Conditions, "Construction Site" means the places where the Permanent Works are to be carried out and to which the Equipment and Materials are to be delivered, and any other places indicated in the Contract as forming part of the Construction Site. In Part A of the Particular Conditions – table – Sub-Clause 1.1.74 – it is indicated that the Back-Up Facilities are part of the Construction Site, as defined in Article 3 (10) of the Construction Law Act.	NO	-
67	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/1.1.92	The Contractor requests a modification of the amendment of Sub-Clause 1.1.92 proposed in the Particular Conditions Part B, by changing the fragment "by the Contractor's Personnel with other Contractor's or Employer's Personnel" and giving this fragment the following wording: "by the Contractor's or Employer's Personnel with other Contractor's Employer's or Employer's Personnel" so that this definition equally covers the representatives of both Parties.	The Employer does not agree to the proposed change and leaves the provisions of the Terms and Conditions of the Contract unchanged. The Employer notes that the provisions of the Bid Documents, including the Terms and Conditions of the Contract, were prepared on the basis of the Standard Bid Documents of the World Bank. The definition of "Sexual Harassment" contained in the Terms and Conditions of Contract (SH-Sexual Harassment) is identical to the definition set out in the IdO and refers directly to the content of the Code of Conduct for Contractor's Personnel and the obligations of the Contractor set out therein	YES	-
68	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/1.12	Please modify Sub-Clause 1.12. by adding the following text to the last paragraph: (e)have been disclosed under generally applicable law, at the request of the competent authorities; (f)have been disclosed for the purpose of pursuing a Party's claims through legal proceedings to the extent that such information is necessary for the Party to protect and exercise its rights in connection with the Contract or to YESe other actions in courts.	The Employer introduced an appropriate amendment to the Conditions of Contract.	YES	3.16
69	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/1.12	Regarding Conditions of Contract Clause 1.12 (Contract Data). Tenderer requests Employer to allow Tenderer, under the provisions of confidentiality, to share information with its affiliates and potential subcontractors to form a most optimal bid.	The Employer wishes to clarify that the Contractor is obliged to treat all documents that constitute the Contract as confidential, to the extent that disclosure is not necessary to perform the Contractor's obligations under the Contract. The Bidder may make the Bidding Documents available to related entities, JV members, or potential subcontractors for the purpose of Bid preparation.	NO	-
70	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/1.3	The Contractor requests a modification of the amendment to Sub-Clause 1.3 of the General Conditions contained in the Particular Conditions Part B in such a way that in the first sentence of the indicated amendment the word "Contractor's" be added before the word "Employer's" because the principle of effectiveness of deliveries of Notices described in this passage between 8:00 and 16:00 Warsaw time should apply not only to the Employer and the Engineer, but also to the Contractor.	The Employer does not agree to the proposed change and leaves the provisions of the Terms and Conditions of the Contract unchanged. The Employer notes that the provisions of the Bidding Documents, including the Terms and Conditions of the Contract, were prepared on the basis of the Standard Bidding Documents of the World Bank.	NO	-
71	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/12.1	What is the meaning of the phrase "Provisions referred to above" used in the last paragraph of the amendment to Sub-Clause 12.1 proposed in the Particular Conditions Part B? Sub-Clause 12.1. contains many provisions concerning the rights and obligations of the Parties, the inclusion of which in the Measurement Book seems unnecessary, hence it seems justified to specify the elements indicated in Sub-Clause 12.1 which are to be included in the Measurement Book.	The Employer wishes to explain that the sentence added at the end of Sub-Clause 12.1 regarding the arrangements of the Engineer and the Contractor collected each time in the Quantity survey book refers to the content of the last four paragraphs of the General Conditions of Contract, i.e. the provisions drawn up by the Engineer and agreed by the Contractor, Notification to the Contractor, Engineer's arrangements or definitions.	NO	-
72	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/13.4	The Contractor requests an amendment to the paragraph indicated in the Particular Conditions Part B which is to be added as the penultimate paragraph in Sub-Clause 13.4, by giving it the following wording: "The Conditional Amount will be used, among others, to cover the share of the Contractor and the Employer in the fees and expenses of members of DAAB, in accordance with clause 21". The Agreement should allow for the Conditional Amount to be used for fees and expenses incurred for the above purpose by both Parties.	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged.	NO	-

73	1B.2/1-1B.2/3	IX/Particular Conditions/14.1	The Contractor requests a modification of the wording of item (e) in Sub-Clause 14.1 amended in the Particular Conditions Part B, by removing from it as applicable the following: The Community Customs Code, and Commission Regulation (EEC) No 2454/93 of 2 July 1993 laying down provisions for the implementation of Council Regulation (EEC) No 2913/92 establishing the Community Customs Code (Official Journal of the EU L No. 302 of 12 October 1992, as amended), as those acts have lapsed. Alternatively, the Contractor requests clarification as to what extent these legal acts would apply.		YES	3.17	The Employer introduced an appropriate amendment to the Conditions of Contract.
74	1B.2/1-1B.2/3	IX/Particular Conditions/14.2.3	What is the meaning of the phrase used in the amended last paragraph of Sub-Clause 14.2.3 in the Particular Conditions Part B: "90 percent (90%) of the Accepted Contract Amount less Conditional Amounts has been certified for payment"? How should the "certificate for payment" indicated in this excerpt be understood?	Amounts certified for payment within the meaning of Sub-Clause 14.7 of the Conditions of Contract.	NO	-	
75	1B.2/1-1B.2/3	IX/Particular Conditions/14.3	Proposal for amendment – please remove the provisions of the agreement relating to the Amounts of Retention from each IPC (Sub-Clause 14.3 (iii)). Please note that the Employer already has a performance bond in the form of the Performance Security.	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged.	NO	-	
76	1B.2/1-1B.2/3	IX/Particular Conditions/14.7	Proposal for amendment to Sub-Clause 14.7 – please introduce payments to the contractor within 30 days from the date of receipt of a correctly issued VAT invoice for the entire Sub-Clause 14.7	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged.	NO	-	
77	1B.2/1-1B.2/3	IX/Particular Conditions/14.7	How will the Employer verify the Contractor's bank account number, in accordance with the amendment to Sub-Clause 14.7 proposed in the Particular Conditions Part A?	After receiving the notification of the award of the contract from the Employer, the Bidder should indicate the bank account number for a given payment currency in the form of a written statement. The Employer will verify the indicated bank account in the list of entities registered as VAT payers, the so-called "whitelist of VAT payers"	NO	-	
78	1B.2/1-1B.2/3	IX/Particular Conditions/14.7	The Contractor requests that the deadline for the Advance Payment to the Contractor indicated in the Particular Conditions Part A be shortened from 28 days to 21 days, so that this deadline is consistent with the one indicated in Sub-Clause 14.7 (a) of the General Conditions.	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged. Sub-Clause 14.7 (a) of the General Conditions regarding the period of 21 days applies if no deadline has been specified in the Contract Data.	NO	-	
79	1B.2/1-1B.2/3	IX/Particular Conditions/14.8	SB-C 14.8 – proposal for amendment – please change the wording of Sub-Clause 14.8 in such a way as to determine that in the case of the contractor's late payment, statutory interest is due.	The Employer does not agree to the proposed amendment. Sub-Clause 14.8 specifies that interest for late payment will be calculated according to the applicable statutory interest announced by the competent minister in the Official Gazette of the Republic of Poland, Monitor Polski.	NO	-	
80	1B.2/1-1B.2/3	IX/Particular Conditions/14.9	With respect to subclause 14.9, is Tenderer allowed to issue a retention bond in an earlier stage of the project in lieu of employer withholding retentions on each payment?	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged.	NO	-	
81	1B.2/1-1B.2/3	IX/Particular Conditions/15.1	Proposal for amendment to Sub-Clause 15.1 – please insert "taking into account the technical and technological aspects of the removal of a given failure" after the word "deadline".	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged. Sub-Clause 15.1 (c) states that this deadline should be reasonable and take into account the type of failure and the works and/or actions necessary to remedy it!	NO	-	
82	1B.2/1-1B.2/3	IX/Particular Conditions/15.2.1	Proposal for amendment to Sub-Clause 15.2.1 – please modify the amended item g as follows: "loses the ability to pay their liabilities in such a way that they fail to pay their due liabilities, regardless of the value of these liabilities and the reason for their non-payment or when the Contractor's liabilities exceed the value of their assets, even if they pay these liabilities on an ongoing basis – in this case, the Employer shall be entitled to terminate the Contract from the date of becoming aware of the Contractor's insolvency or if the Employer repeatedly makes direct payment of the remuneration due to the Subcontractor, and the total value of the remuneration covered by direct payment as a result of the circumstances specified in Sub-Clause 5.1 [Subcontractors] exceeds 10% of the Accepted Contract Amount," Sub-Item (h) is replaced by the following: "(h) has been found, on the basis of reasonable evidence legally binding decision of the common court, to be involved in corrupt and fraudulent practices as defined in Sub-Clause 1.16 of the Particular Conditions – Part C – Corrupt and Fraudulent Practices, during the bidding process or during the performance of the contract."	Conditions of Contract unchanged. The Employer does not agree to the requested amendment and leaves the provisions of the	NO	-	

83	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/15.2.4	Please amend Sub-Clause 15.2.4. [Completion of the Works] and Sub-Clause 15.4. [Payment after Termination for Contractor's Default] to the extent that these provisions entitle the Employer to withhold payment for the Works performed by the Contractor until the date of Contract termination until any claims of the Employer related to the termination are determined, as well as to the extent that it entitles the Employer to use any of the Contractor's Goods or Documents in order to complete the Works. Please note that pursuant to Article 117 § 1 of the Civil Code, property claims are subject to statute of limitations. The limitation periods may not be shortened or extended by a legal act. The limitation period starts from the date when the claim becomes due. If the due date of the claim depends on a specific action taken by the claimant, the period starts from the date on which the claim would become due if the claimant took the action at the earliest possible date. The above regulations are generally applicable, which means that they cannot be modified by means of an agreement. In the event, as provided for by the Employer, the due date of the claim for payment of remuneration after Contract termination is not specified, moreover, the commencement of the due date period for the claim depends solely on the Employer's behaviour, which in fact leads to an unacceptable modification of the provisions of the Civil Code. In turn, the Employer's use of the Contractor's Goods or Documents after Contract termination, in order to complete the Contract, is not justified. First of all, no legal basis for the use of such Goods or Documents by the Employer is specified, nor is it known whether such use should take place free of charge, who and to what extent would be responsible for the loss, destruction, damage to these Goods and Documents. The issue of using the above may also entail tax or fiscal consequences, which are not regulated in any way in the Contract.	The Employer introduced an amendment to Sub-Clause 15.2.4 [Completion of the Works]: After termination of the Contract on the basis of this Sub-Clause, the Employer may complete the Works or engage other persons to complete them. The Employer and these persons may then use any Goods and, subject to Sub-Clause 1.10 [Copyright], the Contractor's Documents and other design documentation prepared by or for the Contractor. Subsequently, the Employer shall notify the Contractor that the Contractor's Equipment and Temporary Works will be released for the Contractor on or near the Construction Site. The Contractor shall immediately arrange for the removal of these items at their own risk and expense. The above termination rules shall apply mutatis mutandis to the termination regarding part of the service provision. The Employer does not agree to an amendment of Sub-Clause 15.4 and leaves the provisions of the Contract unchanged	YES	3.18
84	1B.2/1-1B.2/3	Part 3/Section VIII/General Conditions/15.2.4	Regarding Conditions of Contract Clause 15.2.4 (Particular Conditions). In case of termination it cannot be so that Contractor cannot use it's own equipment and this is kept by Employer. Tenderer is strongly requesting to adjust this clause.	The Employer introduced an amendment to Sub-Clause 15.2.4 [Completion of the Works]: After termination of the Contract on the basis of this Sub-Clause, the Employer may complete the Works or engage other persons to complete them. The Employer and these persons may then use any Goods and, subject to Sub-Clause 1.10 [Copyright], the Contractor's Documents and other design documentation prepared by or for the Contractor. Subsequently, the Employer shall notify the Contractor that the Contractor's Equipment and Temporary Works will be released for the Contractor on or near the Construction Site. The Contractor shall immediately arrange for the removal of these items at their own risk and expense. The above termination rules shall apply mutatis mutandis to the termination regarding part of the service provision.	YES	3.18
85	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/15.8.2	Proposal for amendment – please delete Sub-Clause 15.8.2 in its entirety – such information is covered by confidentiality clauses and its disclosure results in the violation of the principles of fair competition and confidentiality.	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged. At the same time, the Employer draws the Bidder's attention to the fact that they are obliged to comply with the Bank's Anti-Corruption Guidelines and applicable rules and procedures regarding sanctions as set out in the Framework Rules for Sanctions set out in the Special Conditions – Part C – Corrupt and Fraudulent Practices. In addition, the Employer indicates that in accordance with Item 11.3 of ITB, the Bidder is obliged to provide in the Letter of Bid information on commissions and salaries, if any, paid or due to agents or other parties in connection with the Bid.	NIE	-
86	1B.2/1-1B.2/3	Part 3/Section VIII/General Conditions/16.2	Please modify Sub-Clause 16.2 of the General Conditions of the agreement by specifying the period within which the Contractor shall be entitled to exercise the right to terminate the Contract. The determination of the period within which the contractor may exercise the right to terminate the agreement results from the provisions of Art. 395 § 1 of the Civil Code and determines the validity of the contractual right of termination. Please specify the period for Contract termination by the Contractor as in the case of the period specified in Sub-Clause 15.2.2. [Termination], i.e. the period of 1095 days from the date of signing the Contract Agreement.	The Employer introduced an appropriate amendment to the Conditions of Contract.	YES	3.20
87	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/16.2.1	Regarding Conditions of Contract Clause 16.2.1 (Particular Conditions). It is unclear why clause 16.2.1 (j) is deleted as a ground for a notice and subsequently termination. Tenderer request to reinstate this standard clause of FIDIC.	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged. The Employer notes that the provisions of the Bidding Documents, including the Terms and Conditions of the Contract, were prepared on the basis of the Standard Bidding Documents of the World Bank.	NO	-
88	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/17.7	Proposal for amendment – please delete the new wording of Sub-Clause 17.7 in its entirety or modify it as follows: "The Contractor shall be fully responsible for the maintenance of accommodation premises and other facilities provided by the Employer, if any, as defined in the Specification, from the relevant date of handing them over to the Contractor until the date of cessation of use (whereby the handover or cessation of use may take place after the date specified in the Taking-Over Certificate). If there is any loss or damage in the above-mentioned premises resulting from the direct action or omission of the Contractor for a reason other than one for which the Employer is responsible at the time when the Contractor is responsible for their maintenance, the Contractor shall repair such loss or damage at their own expense in a manner satisfactory to the Engineer."	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged. The Employer notes that the provisions of the Bidding Documents, including the Conditions of Contract, were prepared on the basis of the World Bank Standard Bidding Documents, the content of the clause should be read together with the provisions of the Specification.	NO	-
89	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/17.7	In accordance with the last paragraph of Sub-Clause 17.7, indicated in the Particular Conditions Part B, is the Contractor to be liable for the losses or damage described therein also in a situation where they were not the fault of the Contractor? In the Contractor's opinion, he should be liable for such losses and damage only if they arise due to the fault of the Contractor, hence it seems necessary to change the indicated excerpt. The Contractor also requests that the excerpt "in a manner satisfactory to the Engineer" at the end be deleted because this should not be relevant for the proper repair of damage, and in addition, its wording seems imprecise	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged. The Employer notes that the provisions of the Bidding Documents, including the Conditions of Contract, were prepared on the basis of the World Bank Standard Bidding Documents, the content of the clause should be read together with the provisions of the Specification.	NO	-

100	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/21.4.4	Please modify clause 21.4.4. [Dissatisfaction with DAAB's decision] by deleting it. This clause determines the right to initiate legal proceedings from the moment of delivery to the other party (with a copy to the Engineer and DAAB) of the Notice of Dissatisfaction with the decision of DAAB within the strict time limit of 28 days from the receipt of such a decision by the Party. The ineffective expiry of the strict time limit shall result in the expiry of the power to initiate arbitration proceedings on the subject of the dispute. However, in accordance with Article 45 (1) of the Constitution, everyone has the right to a fair and open hearing of the case without undue delay by a competent, impartial, and independent court. The right to a trial cannot be restricted by an agreement. The right to a trial is a subjective right of a party to a legal relationship and may not be restricted by an agreement of the parties.	The Employer does not agree to the deletion of Clause 21.4.4. [Dissatisfaction with DAAB's decision]. It should be noted that both the Particular Conditions and the General Conditions, which constitute the "Conditions of Contract for Construction" (the so-called "Red Book"), second edition 2017, published by the Federation Internationale des Ingenieurs – Conseils (FIDIC), do not specify the time limit for the delivery to the other party (with a copy to the Engineer and the DAAB) of the Notice of Dissatisfaction with the decision of the DAAB. Therefore, the Contractor's reservations are unfounded.	NO	-
101	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/21.6	Please amend the provision of Sub-Clause 21.6 of the Particular Conditions ("PC") to the extent that they provide for different rules and the right to resolve disputes for domestic and foreign contractors. Please note that in the case of domestic contractors, the Employer indicates that disputes will be resolved under the Employer's law (i.e. under Polish law), which is justified and is confirmed in the content of Sub-Clause 1.4. of the Particular Conditions (this Sub-Clause defines Polish law as the law applicable to the Contract). In the case of foreign contractors (where the foreign contractor has not been defined by the Employer in the bidding documentation), the Employer specifies that the dispute will be finally settled in accordance with the Arbitration Rules of the International Chamber of Commerce (hereinafter referred to as the "ICC Rules"). Pursuant to Article 21 of the ICC Rules, the Parties are free to choose the law applied by the arbitration tribunal for the subject of the dispute. In the absence of such a choice, the arbitration tribunal shall apply such law as it deems appropriate. The arbitration tribunal shall take into account the provisions of the agreement between the parties and the relevant commercial practices. The arbitration tribunal shall be entitled to act as amiable compositeur or to rule ex equo et bono only if the parties so agree. Due to the literal content of Sub-Clause 21.6 of the Particular Conditions, in relation to foreign contractors, the Polish law was not indicated – as in the case of domestic contractors – as the law applicable for the resolution of disputes arising from the Contract, which, given the jurisdiction of the arbitration tribunal in the scope of choosing the applicable law, leads to a disparity between the legal situation of entities participating in the proceedings for obtaining the Contract depending on their country of origin, which in turn leads to a violation of the competitiveness of the proceedings. Moreover, what is also important, the costs of proceedings at each of the above-mentioned arbitration courts are different, which also has an impact on ensuring competitiveness. What is more, it is controversial that the place of resolving disputes is not indicated in the bidding documentation, which is important because if an arbitration court issues a judgement on the territory of the Republic of Poland, the party has the right to request for the arbitration court's decision to be revoked by lodging a common with a common court. Accordingly, the Polish legislature expressly excluded the possibility of requesting for decisions made abroad to be revoked. It should also be noted that, taking into account that the law applicable to the Contract is Polish law, the provision for the arbitration court itself raises justified doubts. Pursuant to art. 1161 § 1 of the Code of Civil Procedure, submitting a dispute to an arbitration court requires an agreement of the parties in which the subject of the dispute or the legal relationship from which the dispute arose or may arise should be indicated (arbitration clause). Regarding the legal nature of the arbitration clause, the view that dominates in the judicial practice is that of its substantive nature. This is represented, among others, in the resolution of the Supreme Court of 15.11.1970. (III CZP 63/70, OSNCP 1971, No. 5, item 78), the decision of the Supreme Court of 01.03.2000. (I CKN 1311/98, Legalis), or the decision of the Supreme Court of 24.10.2012. (III CSK 35/12, Legalis). Consequently the indication in the agreement of two different arbitration courts resolving disputes according to different rules of procedure, in an undefined place, which determines the procedural rights of the parties to challenge the decision of the arbitration court, in the absence of a clear indication of the law applicable to the dispute, should be considered conflicting with the law, which may result in the invalidity of the arbitration clause. What should also be noted is the lack of validity of the arbitration clause in the context of contractors who jointly apply for the award of the contract, when one of them is a domestic entity and the other a foreign entity. In such a case, it will not be possible at all to determine the court competent to hear a dispute. Therefore, in the contractor's opinion, it would be appropriate to submit disputes arising from the Contract to the Arbitration Court at the National Chamber of Commerce in Warsaw, in accordance with the Arbitration Rules of the Arbitration Court at the National Chamber of Commerce in	The Employer does not agree to the proposed amendment. The Employer notes that the provisions of the Bidding Documents, including the Conditions of Contract, were prepared on the basis of the World Bank Standard Bidding Documents, which, in the Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, issued in January 2011, as amended in July 2014, with respect to Foreign Contractors requires, in principle, that disputes be settled by international arbitration. Should a Foreign Contractor whose bid is assessed as the best express the will to bring disputes to the National Chamber of Commerce for resolution, such an amendment will be agreed at the stage of signing the Contract. At the same time, the Employer wishes to explain that in the case of JV, the qualification of the Contractor as a Foreign Contractor or a Domestic Contractor is determined due to the location of the registered office of the JV Leader, as specified in Sub-Clause 21.6 of the PC.	NO	3.25
102	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/21.6	Please indicate the scope of this arbitration clause, in particular whether the arbitration clause covers claims whose legal basis does not result from the Contract (e.g. claims for the return of unjust enrichment, tort claims).	The Employer wishes to explain that the arbitration clause should be understood broadly, i.e. it covers all disputes arising from or related to the Contract, including those whose legal basis does not result from the Contract	NO	-
103	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/4.1	What is the meaning of the wording used in the amendment to Sub-Clause 4.1 introduced in the Particular Conditions Part B: "All equipment and all materials and services to be incorporated into or necessary for the execution of the Works must originate in an eligible country of origin as defined by the Bank"? What does "eligible country of origin as defined by the Bank" mean?	This was defined more precisely in item 5 of ITB: The materials, equipment, and services to be provided under the Contract and financed by the Bank may originate in any country, subject to the limitations set out in Section V, Eligible Countries, and no expenditure under the Contract may violate such limitations. The Employer may require Bidders to provide proof of the origin of the materials, equipment, and services. The Employer did not introduce any additional restrictions in Section V of the DP regarding the eligibility of materials and services.	NO	-
104	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/4.10	SBC 4.10 – please delete the words from "the Contractor shall be responsible..." to the end of the Sub-Clause. The Contractor cannot be responsible for obstacles in the ground that were not identified by the employer prior to the handover of the construction site.	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged. The Employer notes that the provisions of the Bidding Documents, including the Conditions of Contract, were prepared on the basis of the World Bank Standard Bidding Documents, the content of the clause should be read together with the provisions of the Specification.	NO	-
105	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/4.10	Is the Contractor's liability for damage to roads, drainage ditches, water supply lines, gas pipelines, power line poles, cables, points of the geodetic control network, and installations of any kind: contractual liability – pursuant to Art. 471 of the Civil Code to the Employer, and against the claims of third parties – liability under Art. 435 of the Civil Code ?	The Employer advises that the legal basis for the Contractor's liability resulting from Sub-Clause 4.10 of the Particular Conditions shall be analysed in specific factual circumstances. Pursuant to Article 443 of the Civil Code, the fact that an act or neglect resulting in damage constituted a non-performance or improper performance of a pre-existing obligation does not exclude a claim for damages for an unlawful act, unless the content of the pre-existing obligation indicates otherwise.	NO	-
106	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/4.10	The Contractor requests that the excerpt of an amendment to Sub-Clause 4.10 in the Particular Conditions Part B "and, if necessary, carry out other works ordered by the Engineer" be deleted because such works may go beyond the obligation to repair the damage suffered and the expression "other works" is an imprecise phrase for defining the obligation of the party.	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged.	NO	-
107	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/4.2	Proposal for amendment to Sub-Clause 4.2 – We request that the provision be amended so that the Performance Security is returned after 28 days from the issue of the Taking-Over Certificate.	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged.	NO	-

108	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/4.2	Please change the date of delivery of the Performance Security to the date of signing the agreement.	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged.	-	NO	
109	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/4.2.1	What is the meaning of the phrase "reputable bank or financial institution" contained in the Particular Conditions Part B, in the amendments to Sub-Clause 4.2.1? In particular, how should the term "reputable" be understood and should it be understood in the same way wherever it is found in the General Conditions and Particular Conditions?	The Employer wishes to clarify that a "reputable" bank or financial institution should, similarly to ITB provisions, be understood as an institution with established reputation from an eligible country. In accordance with item 42.1 of ITB if the Performance Security provided by the successful Bidder is in the form of a guarantee, it should be issued by the company issuing such guarantees or an insurance company, where the successful Bidder has determined that they are accepted by the Employer. A foreign institution issuing the guarantee should have a financial institution, which acts as a "correspondent", located in the Employer's Country.	-	NO	
110	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/4.2.2	Regarding Conditions of Contract Clause 4.2.2 (Particular Conditions). Tenderer requests to install the original wording of the FIDIC clause and to include limited events for an entitlement under the Performance Security.	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged.	-	NO	
111	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/4.20	What do the actual and expected "product commencement dates" to be indicated in the report mean. This expression is used in the Particular Conditions Part B, third paragraph, item (c) of the amended Sub-Clause 4.20.	The Employer wishes to explain that the "product" should be understood as the production of each main item of Equipment and Materials, the expected product commencement date is the expected date of production of the above Equipment and Materials items.	-	NO	
112	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/4.20	The Contractor request that an excerpt of the amendment to clause 4.20 Particular Conditions Part B contained in the third paragraph, item (h): "according to the guidelines provided by the Employer, in a way enabling the Employer's adequate reporting" be deleted because in the Contractor's opinion this term does not define indicated requirements of the report with sufficient precision.	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged.	-	NO	
113	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/5.1	Proposal for amendment to Sub-Clause 5.1 – please adapt the Sub-Clause and the procedure for reporting subcontractors to the wording of Art. 647 of the Civil Code – i.e. replace 45 days with 30 days. What other data, apart from those listed in Sub-Clause 5.1, from the draft agreement, can the Engineer "reasonably" require?	The Employer does not agree to the proposed amendment. The provisions of Sub-Clause 5.1 are in accordance with the wording of Article 547(1) of the Civil Code. Additional data that the Employer or the Engineer may reasonably require as part of the Subcontractor's submission include, in particular, information enabling verification of the submission in terms of the amount and type of remuneration due to the Subcontractor, deadlines for the Subcontractor's execution of the Works, deadlines for payment of remuneration to the Subcontractor, provisions required in each subcontract. In order to accelerate the procedure for verifying the Subcontractor's submission, the Employer recommends submitting a draft agreement with the Subcontractor.	-	NO	
114	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/5.1	The Contractor requests for the deadline specified in the amended Sub-Clause 5.1 in the Particular Conditions Part B, within which the Subcontractor or further Subcontractor is to be submitted to the Employer, to be shortened from no later than 45 days to no later than 30 days before they are planned to be assigned the performance of Works.	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged.	-	NO	
115	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/5.1	Proposal for amendment – please remove restrictions on the possibility of subcontracting hydrotechnical works, such a restriction may lead to the restriction of competitiveness and may mean that entities from the market that cannot perform those works in such quantities alone will be unable to submit bids.	The Employer does not agree to the removal of restrictions on the possibility of subcontracting hydrotechnical works. However, the Employer has introduced an amendment to the Bidding Documents, increasing the scope of a possible subcontract.	YES	3.22	
116	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/5.1	Sub-Clause 5.1 – please remove the time limit for submitting a new subcontractor in urgent cases.	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged.	-	NO	
117	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/5.1	Proposal for amendment to Sub-Clause 5.1 b – please delete Sub-Clause b in its entirety – eventually the Employer will be able to make direct payment in such a case	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged.	-	NO	
118	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/5.1	Proposal for amendment to Sub-Clause 5.1 item d – please indicate in the content of the Sub-Clause the 14-day deadline for the Contractor to submit explanations	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged.	-	NO	
119	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/5.1	Regarding Conditions of Contract Clause 5.1 a (iiii) (Particular Conditions). Employer has included a specific clause regarding the replacements of subcontractors and a situation of force majeure. Please be informed that a force majeure situation can rise unexpectedly. Therefore the requirement to submit this information 30 days prior to the commencement of the works, might not be met. We request to include a specific adjusted procedure for these events.	The Employer introduced an appropriate amendment to the Bidding Documents.	YES	3.23	
120	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/5.1	In accordance with Sub-Clause 5.1 amended in the Particular Conditions Part B, is the Contractor obliged to obtain the Employer's consent described therein for concluding an agreement with third parties which provide only construction equipment or other services that are not construction works? The proposed Sub-Clause in the third paragraph excludes from this obligation only "suppliers of Materials who do not perform construction works" and "the Subcontractor named in the Contract".	The Employer wishes to explain that the requirements for submission and acceptance of Subcontractors apply to subcontractors performing construction works to the extent specified in Article 647 (1) of the Civil Code.	-	NO	
121	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/5.1	The Contractor requests a change of the deadline within which the Contractor will be able to present the Employer with proof of payment to the Subcontractor or justified allegations against the Subcontractor's claim, referred to in Sub-Clause 5.1, as amended in the Particular Conditions Part B, to 14 days. A deadline of 14 days may be considered appropriate in this case. Currently, this Sub-Clause mentions a "deadline indicated by the Employer" in this context.	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged. The deadline for the Contractor to submit proofs of payment of the Subcontractor's remuneration or to submit explanations, proofs that the obligation to pay has expired in another way will be determined depending on the circumstances of the Subcontractor's withdrawal.	-	NO	
122	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/6.12	Proposal to amend Sub-Clause 6.12 – please delete the words "The Contractor shall be responsible for the return of members of such personnel to the place where they were employed or to their place of residence. In the event of the death of any member of this organisation or their family members in the territory of the Country, the Contractor shall be responsible in a similar way for the proper personnel to the place where they were employed or to their place of residence. In the event of the death of any member of this	Sub-Clause 6.12 of the Conditions of Contract does not contain the text quoted by the Bidder.	-	NO	

123	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/6.14	New Sub-Clause 6.14 – “The Contractor shall arrange for the supply of a sufficient quantity of food, which may be defined in the Specification, to the Contractor's personnel at reasonable prices for the purpose of or in connection with the implementation of the Contract.” Proposal for amendment to Sub-Clause 6.14 – please delete it in its entirety – this is an excessively far-reaching interference in the organisation of the contractor's facilities and work.	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged. The Employer notes that the provisions of the Bidding Documents, including the Conditions of Contract, were prepared on the basis of the World Bank Standard Bidding Documents, the content of the clause should be read together with the provisions of the Specification.	NO	-
124	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/6.16	New Sub-Clause 6.16 – “The Contractor must at all times take the necessary precautions to protect the Contractor's personnel employed on the Construction Site from any nuisance caused by insects and pests and to reduce the threat they pose to their health. The Contractor must comply with all regulations of local health authorities, including the use of appropriate insecticides.” Proposal for amendment to Sub-Clause 6.16 – please delete it in its entirety – this is an excessively far-reaching interference in the organisation of the contractor's facilities and work	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged.	NO	-
125	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/6.20	New Sub-Clause 6.20 – “To the extent required by national regulations, the Contractor is responsible for the organisation of a funeral for their native employees who died when employed to perform the Works.” Proposal to sub-amend clause 6.21 – please remove it in its entirety as it is not covered by the provisions in force in Poland	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged. At the same time, the Employer wishes to draw the Bidder's attention to the fact that the clause applies only to the extent required by national regulations, i.e. the Law of the Republic of Poland.	NO	-
126	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/6.21	New Sub-Clause 6.21 – please clarify the meaning of the words “will not engage the granted loan or other similar agreements regarding the provision of work.	The Employer wishes to clarify that the Contractor, as well as their Subcontractors, cannot benefit from forced labour as part of the implementation of the Contract. Forced labour includes work or services which are not performed voluntarily but which the person is forced to perform under the threat of force or penalty, and includes any kind of forced or compulsory work, such as work provided for the purpose of paying off a debt or a granted loan or other similar agreements for the provision of work. In addition, persons involved in smuggling or trafficking in human beings must not be employed.	NO	-
127	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/6.23	New Sub-Clause 6.23 – the Contractor is obliged to keep full and accurate employee records for employees employed on the Construction Site. Such records should include the employees' names, age, sex, working hours, and salary paid to all employees. Those records should be summarised on a monthly basis and submitted to the Engineer. Unacceptable due to GDPR Proposal for amendment to Sub-Clause 6.23 – please delete it in its entirety. This provision not only violates the Polish Labour Code, which states that the employee's remuneration is confidential, but the elements required by this Sub-Clause also violate GDPR; we cannot send this type of data to the Engineer and there is no reason or rational justification for doing this.	The Employer does not agree to the amendment of Sub-Clause 6.23. The Contractor is to provide the Engineer with a summary of the records in a way that does not violate the confidentiality of data and the provisions of the GDPR.	NO	-
128	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/6.26	Proposal for amendment – please delete Sub-Clause 6.26 in its entirety as it interferes in employer-employee relations to a significant and unacceptable extent.	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged.	NO	-
129	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/6.5	Regarding Conditions of Contract Clause 6.5 (Contract Data). Contractor requests to work during the weekends as well. Please provide this possibility.	The Employer allows the possibility of conducting works on days considered non-working days, as well as outside normal working hours specified in the Contract Data, when it is necessary to perform the work due to technology, principles of technical knowledge, or safety of the Works or if the work is unavoidable or necessary for the protection of life or property, in which case the Contractor shall immediately give the Engineer a Notice containing the justification and description of the required works, and no such case shall be the basis for any claims of the Contractor regardless of their legal basis. The Employer introduced an appropriate amendment to the Bidding Documents.	YES	3.24
130	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/8.1	According to Sub-Clause 8.1 Commencement of the Work the engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date. Please provide an indication of the Commencement Date.	The Notice of the Commencement Date will be issued without delay after the Engineer confirms the fulfilment of the conditions set out in Sub-Clause 8.1 of the Particular Conditions of Contract	NO	-
131	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/8.1	According to Sub-Clause 8.1 Commencement of the Work the engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date. Due to the expected preparation time for the project and the restrictions from the environmental decisions it seems not realistic to start in the 2020-2021 season. Is it taken into account not to commence the project mid-season, to avoid half a working season at the start and half a working season at the end of the 730 days execution period?	When preparing the Schedule, the Contractor is obliged to take into account the conditions for the execution of works resulting from the environmental permit and the Environmental Management Plan, optimising the front of works with respect to the possibility of conducting works and restrictions on individual sections covered by the project.	NO	-
132	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/8.8	Regarding Conditions of Contract Clause 8.8 (Particular Conditions). As is stated in the standard clause 8.8 of FIDIC, the delay damages must be the sole remedy for Employer for damages. Taking into account this principle of FIDIC, tenderer strongly requests to exclude the addition to the contract that allows for additional compensation for Employer.	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged.	NO	-
133	1B.2/1-1B.2/3	Part 3/Section IX/Particular Conditions/8.8	The Contractor requests a change to the wording of Sub-Clause 8.8. of the General Conditions, namely replacement of the word “delay” with the word “default”. In accordance with the Polish legal order and the judicial practice of Polish courts, provisions concerning damages for delays are unacceptable, as delays constitute circumstances not attributable to the defaulting party. The word “default”, on the other hand, means a culpable failure to meet the deadline and provisions concerning damages in the event of such a default are permissible in accordance with the judicial practice of Polish courts. The same change should consequently also be made in the Particular Conditions, within the scope of the proposed amendment to Sub-Clause 8.8, and, if necessary, in any clauses of the General Conditions and Particular Conditions in which these documents refer to damages for “delay”. In the event of the Employer's refusal to make the above-described proposed change, the Contractor requests a clarification whether the Employer understands “Delay Damages”, each time this phrase occurs in the General Conditions and Particular Conditions, as a failure to meet the deadline where the Contractor is culpable.	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged.	NO	-

134	1B.2/1-1B.2/3IX/Particular Conditions/8.8	The Contractor also requests a reduction of the amount of the damages referred to in Sub-Clause 8.8 of the Particular Conditions Part A to 0.01% of the Accepted Contract Amount, less the Conditional Amount for the Dispute Avoidance/Adjudication Board (DAAB), for each day in default. This will be a value more in line with market conditions.	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged.	NO	-
135	1B.2/1-1B.2/3IX/Particular Conditions/8.8	The Contractor requests a modification of a fragment of the Particular Conditions Part A referring to Sub-Clause 8: "Maximum amount of Delay Damages" in the following way: "The maximum amount of all damages stated in the Agreement, including Delay Damages referred to in Sub-Clause 8.8. of the General Conditions", so that there is no doubt that the indicated limit of damages refers to all damages found in the agreement.	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged.	NO	-
136	1B.2/1-1B.2/3IX/Particular Conditions/8.8	The Contractor also notes that the following text was added in the Particular Conditions Part B, at the end of Sub-Clause 8.8: "The payment of damages does not deprive the Employer of the right to claim damages exceeding the amount of the stipulated damages in line with general principles", which suggests that this clause applies not only to Default Damages, but also to other damages. Therefore, the Contractor requests it to be modified in the following way: "The payment of default damages does not deprive the Employer of the right to claim damages exceeding the amount of these damages in line with general principles."	The Employer does not agree to the requested amendment and leaves the provisions of the Conditions of Contract unchanged.	NO	-

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