



# CITYRINGEN - BRANCH OFF TO SYDHAVNEN

## Questions and Answers in relation to prequalification

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## Revision summary

Version	Date	Scope of revision	Change description
1.0	2016-01-07	Answer to question 3-1	
2.0	2016-01-13	Answer to question 4 added	
3.0	2016-01-20	Answer to question 5 added	
4.0	2016-02-03	Answer to question 6 added	
5.0	2016-02-12	Answer to question 7 added	
7.0	2016-02-22	Answer to question 8 added	
8.0	2016-03-02	Answer to question 9 and 10 added	

## 1 Introduction

The procurement process for Cityringen – branch off to Sydhavnen is ongoing.

2 Contract Notices for the following contracts were published 2015-12-22 and 2015-12-23 at TED:

- 2015/S 247-450386 common for CRSH1A, CRSH1B, CRSH2 and CRSH3
- 2015/S 248-452883 CRSH4

The present document answers questions raised by potential applicants of general interest for potential applicants. Questions are anonymised and numbered ongoing by Metroselskabet I/S (MS). The questions and answers are listed below with the newest at top. The document will be updated on a weekly basis with answers to received questions (if any).

## 2 Questions and Answers

### Question 10:

in the contract notice “III.1.3) – Legal form to be taken by the group ...” it is written that the declaration of joint and several liability has to be provided with the tender, not during the prequalification.

This leads to the assumption that the following could be possible: Company A and company B want to cooperate for this project, but the final way of cooperation is not finalized yet, as there is no detailed description of the project requirements available before the tender phase. Therefore Company A will apply with company B as a nominated subcontractor, including all declarations required for this, but it could be decided after prequalification during the tender phase, when more detailed information is available, that company A and company B will form a JV. Would this approach be possible for this prequalification? Or also vice versa?

If yes, we will provide for company B the declarations necessary as a nominated subcontractor as also if company B would be a JV-partner.

### Answer 10:

Changing company B to a JV partner instead of a subcontractor will as a starting point be possible, but always only after written approval from MS.

The approval can be assumed granted conditional the technical and economic capacity of the JV after company B is changed to a JV partner not is less attractive for MS.

Changing a JV partner to a subcontractor will not be allowed.

Please also refer to the contract notice, section VI.3:

“Change in an entity: .....”

**Question 9:**

In chapter III.2.2) of the contract notice 2015/S 248-452883 related to CRS4, it is mentioned that economic and financial information "... may be given as a table, dated and signed by the Applicant..."

We understand "the Applicant" in this sentence as a single entity.

Then concerning the signature of the Applicant, in case of a Consortium / JV, could it be one of the 2 following :

- Signature of each participant in the Consortium / JV ?
- Signature of the Leader, duly authorized by the other participants (Power of Attorney) ?

**Answer 9:**

The answer is provided later in section III.2.2:

"Formality:

— If the request for participation comes from a consortium, the above mentioned information must be submitted for each participant of the consortium."

Or in other words: a table for each company in the consortium/JV.

**Question 8:**

In your contract notice, page 10, VI.3) **Additional information:** Change in an entity:

*If an Applicant, who have relied on economic and financial capacity or technical capacity of a **third party**, wants to substitute or remove this third party during tendering procedure, this can only take place subject to MS's prior written acceptance.*

Q. What is exact definition about third-party?

**Answer 8:**

A third party is any entity within the meaning of article 54, subs. 5 and 6, of the Utilities Directive (Directive 2004/17/EC), ie. any entity whose economic and financial capacities the tenderer has relied on or any entity whose technical capacities the tenderer has relied on, as the case may be.

**Question 7:**

As your contract notice III.2.1) "Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers", it comes up "the third party" following sentence.

-A general description of each third party (e.g consultant or subcontractors) the Applicant base the application on (if any).....

We plan to accompany design consultant,

Do it means mentioned third party?

If yes,

1) Do we have to nominate a specific company?

2) or do we have to submit some tentative consultants list and their LOI?

3) If we'll not describe any third party, is there disadvantages in PQ evaluation stage?

**Answer 7:**

The contracts put out to tender are design and build contracts.

It is not a formal requirement that the applicant shall nominate a specific company (design consultant).

To fulfil the minimum requirement to technical capacity, cf. section III.2.3, the applicant need to document solid experience with assignments comparable to the one offered for tender, cf. above.

Selecting tenderers are described in section VI.3 in the contract notice: The selection of Tenderers will be based on an overall assessment of how the contracting authority can obtain the most attractive tenders. This overall assessment comprises the below items A, B and C in prioritized order:

A) An assessment of technical capacity and competence on the basis of information requested in item III.2.3) of the contract notice.

The evaluation will emphasise the key features listed in section III.2.3 (8). The listed key features are listed in no specific order.

B) An assessment of whether the Applicants organization including third parties (if any) is suitable for carrying out the assignment put out to tender

C) An assessment of the economic and financial capacity of the Applicant.

In relation to the question asked the underlined should be considered when preparing the application.

**Question 6:**

As it is stated in both section 'III.2.3) Technical Capacity' in the contract notices '2015/S 247-450386' and '2015/S 248-452883;

‘Comparable reference projects may include the following key features: Occupational Health Safety (herewith OHS) Management System and Safety Statistic’

In this Regard we would like to clarify;

How deep should we go into the details of our OHS system at the PQ stage? May it be a general structure of our OHS Management System which we always implement for each projects?

**Answer 6:**

The information asked for in the contract notices in relation to OHS is a short description of the OHS system used at the selected reference project and safety statistics for the selected reference project.

**Question 5:**

We refer to your contract notice 2015/S 247-450386 for the procurement process for Cityringen — branch off to Sydhavnen — CRSH1A, CRSH1B, CRSH2 and CRSH3.

Under Section I.1 it is mentioned that we can obtain further information as well as Specifications and additional documents (including documents for a dynamic purchasing system) from the contracting entity.

- A) In this regard we would like to clarify of whether this applies already for the prequalification or is only applicable for the tender later this year in July 2016.

In case there is further information available which is required to prepare and submit the prequalification documents we herewith request this information to be issued.

- B) In case there is no such information available and the above mentioned contract notice is the only guideline we would like to learn more about the minimum requirements mentioned in VI.3 Additional Information:

**Selection of Tenderers:**

**4 Tenderers for each of the contracts not annulled will be selected from among the applicants that comply with the minimum requirements of item III.2) of the contract notice.**

The way we read section III.2 (in particular III.2.2 Economic and financial ability & III.2.3 Technical capacity) we have identified MS general evaluation criteria, however specific minimum requirements are not given. Specific information is only given for the number of references that shall not be exceeded

**MS wants a maximum of 20 references per contract (CRSH1A, CRSH1B, CRSH2) in total per Applicant**  
**MS wants a maximum of 10 references for contract CRSH3 in total per Applicant**

We kindly ask you for comments and clarification at your earliest convenience

**Answer 5:**

- A) All available documents can be found on:  
[www.m.dk/procurement/sydhavn](http://www.m.dk/procurement/sydhavn). No further documents are planned.
- B) Specific minimum requirements for economic and financial capacity are stated in the contract notice, section III.2.2:  
*“Minimum requirements regarding economic and financial capacity: there must be no risk worth mentioning that for financial reasons the applicant will not be able to complete the task in a satisfactory way.”*

Specific minimum requirements for technical capacity are stated in the contract notice, section III.2.3:  
*Minimum requirement regarding technical capacity: the Applicant must document solid experience with — and competence for — solving assignments comparable to the 1 offered for tender. The assessment will include the total documented experience in the references submitted.*

The answer applies for all contracts.

**Question 4:**

In ítem III.2.3) Technical Capacity in whichever of the Contract Notices is stated that

“MS wants a maximum of 20, 10 or 15 references depending on the contract “in total per Applicant for all companies involved in the application (company/companies forming the Applicant and every third party (if any))”.

Which of the following is correct?

In case the PQ Applicant is a Consortium

- a) the maximum of respectively 20, 10 or 15 references depending on the Contract applies to the Consortium as a whole (a total number of 20, 10 or 15 projects regardless the number of companies and third parties that form the Consortium).
- b) the maximum of 20, 10 or 15 references applies individually to each of the companies and third parties forming the Consortium (if the Consortium consist of two companies than the same could provide a maximum of respectively 40, 20 & 30 references depending on the Contract)

**Answer 4:**

The maximum number of references is a total of 20, 10 or 15 for the applicant independent of whether the applicant is a consortium or not.

The answer applies for all contracts

**Question 3:**

§ III.2.2) c) of the notice states that the third party must sign and submit a unlimited surety bond ... Please clarify if you really mean "unlimited" or limited to the value of the lot or lots being awarded.

**Answer 3:**

The third party will never be obliged to fulfil more onerous obligations than the obligations the contractor has taken upon himself. Within those frames the surety bond is unlimited.

Please note that a surety bond is only needed from a third party if the applicant bases the application on the economic and financial capacity of the third party.

The answer applies for all contracts.

**Question 2:**

§ III.2.2) b) of the notice refers to Article 54 (5) of the Utilities Directive. Could you please let us know where we can obtain a copy of Article 54 (5) of the Utilities Directive.

**Answer 2:**

A link to the EU directive 2004/17/EC is:

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2004:134:0001:0113:en:PDF>

Article 54 starts at page35.

The answer applies for all contracts.

**Question 1:**

Do you have a general or rough estimate of the value of the various lots?

**Answer 1:**

The total project value is DKK 8.6 billion including reserves. A split between the lots is not available.

The answer applies for all contracts.