



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

Finance Contract:	SERBIAN INLAND WATERWAY INFRASTRUCTURE Finance Contract between the Republic of Serbia and European Investment Bank (Official Gazette of the Republic of Serbia - International Contracts No. 02/2019)
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Clarification No. 14 to the TD

**Design for construction permit, Book 00, Extract from the Design
Volume 3 Section 5: Particular Technical Specification per Items
Volume 3, Section 3: Brief scope
Volume 2, Section 2, Special Conditions
Volume 2, Particular Conditions, Contents
Vol_4 BoQ – different items
Volume 1, Section 1 Instructions to Tenderers, page 9/14, list of plant for
execution of contract
Appendix to tender**

QUESTIONS	ANSWERS
Question No 1 Vol_4 BoQ, Hydrotechnical construction works, item 3.1.7.5 Aluminium mobile protection panels for closing of manipulative track cutting in the embankment body. Please provide technical specifications, dimensions, and drawings for manhole chamber.	Answer No 1 Due to specific nature and purpose of the mobile flood protection equipment all detailed technical specifications, dimensions and drawings should be provided in the Design for execution of works in cooperation with the equipment supplier as mentioned in the BoQ item 30.7.5



<p>Question No 2</p> <p>Vol_4 BoQ, Roads Items 22.3.2 , 22.3.2 , 22.3.2 , 22.3.2 Concrete pavement (C30/37 XA2 XF4 XD3 XC4) d=23 cm</p> <p>The item involves construction of concrete pavement and incorporation of dowels, i.e., mixing, transport and placing of concrete with all appurtenant elements, in accordance with the valid technical requirements.</p> <p>Could You please provide length of extension, contraction, and longitudinal joints in concrete and, could You provide drawing 2/2.1.2 – 9 (Situation plan) in DWG format.</p>	<p>Answer No 2</p> <p>Number and length of extension, contraction, and longitudinal joints in concrete should be delivered in the Design for execution of works.</p>
<p>Question No 3</p> <p>Vol_4 BoQ QUAY STRUCTURE Items 8.2.3 and 9.2.3 Supply of all required material and construction of curtain wall behind the diaphragm as a fixed anchor part, Driving of steel piles Φ 600 mm:</p> <p>Should steel pipe piles have a closed bottom during driving? Please give us the details.</p>	<p>Answer No 3</p> <p>Yes, the steel pipe piles shall be closed at bottom side during driving.</p> <p>Detail of the pile point should be provided in Design for execution of works.</p>
<p>Question No. 4</p> <p>Vol_4 BoQ, MECHANICAL EQUIPMENT OF THE FIRE FIGHTING FACILITY Item 48.1.5 WATER FILTER DN400.</p> <p>Could you please specify what is the type of mesh or filtration fineness, is it an automatic self-flushing?</p>	<p>Answer No 4</p> <p>There are two steel prochrome meshes provided:</p> <p>Rougher: Mech 4..... 4,76 mm;</p> <p>Finer: Mech 20.....0.84 mm;</p> <p>There is no automatic self-flushing filter provided so there is no electrical supply.</p>
<p>Question No. 5</p> <p>Vol_4 BoQ EXTERNAL HYDROTECHNICAL INSTALLATIONS Item 31.4.1 Supply, transport and laying of polyethylene pipes for water supply under pressure ... PE100 pipes SDR17, PN16 Φ25, Φ63 and Φ75 are requested by size. The problem is that SDR 17 defines PN10 and not PN16.</p> <p>Please clarify are pipes SDR 17 (that is, PN10) or PN 16 (that is, SDR11)?</p>	<p>Answer No 5</p> <p>Pipes are SDR17 (for PN10).</p>



<p>Question No. 6</p> <p>Vol_4 BoQ, Exterior landscaping Item 56.1.2 Preparation of foundation soil (subsoil): The item involves levelling, potential drying and compaction of soil to the designed density, i.e. full preparation of foundation soil in accordance with the elevations and inclinations specified in the design. Payment per m, with quantity of 54.556 m. Please clarify does the item's unit is m² or m.</p>	<p>Answer No 6</p> <p>Item unit is m².</p>
<p>Question No. 7</p> <p>In Design for construction permit, Book 00, Extract from the Design, page 69 is written: Могућа позајмишта материјала за насипање се могу наћи у непосредној близини луке Богојево. У околини Богојева налазе се критични сектори са аспекта безбедности водног саобраћаја, на деоници водног пута реке Дунав од km 1371+400 до km 1366+400 дефинисан је критичан сектор „Ердут“, а на деоници од km 1366+200 до km 1361+400, критичан сектор „Богојево“, and in Vol_3_S5_Partice_Tech_Spec_per_Items_BOGWK S_20220420 page 67 is written: Possible borrow pits for filling material can be found in the immediate vicinity of the Bogojevo Port. In the vicinity of Bogojevo, there are critical sectors in respect of inland waterway transport; on the section of the inland waterway of the Danube River from km 1371+400 to km 1366+400 the critical sector “Erdut” is defined, and on the section from km 1366+200 to km 1361+400, the critical sector “Bogojevo” is defined. We suppose that according to this information, Tenderer could estimate costs for material on the way that material will be provided from these two sections. Please clarify.</p>	<p>Answer No 7</p> <p>Locations are informative and should be defined by legal procedure with competent state and local authorities according to the local legislation.</p>



Question No. 8

There are descriptions and appropriate quantities, relating to the water treatment equipment, within the BoQ / Design for Building Permit, 3/2 Design of external hydrotechnical networks/ 1.6.6.1 Hydraulic engineering installations of the external water distribution network for sanitary and hygiene and drinking water work/ item 4.3 as follows:

“Набавка транспорт и уградња система за прећишћавање воде заједно са системом за хлорисање, слично типу HYDROLUX:

- Јоноизмењивачки блок са механичким предфилтером...1 ком

- Дозирни систем за пропорционално дозирање хлора са механичким предфилтером...1 ком

There is the request, relating to water treatment equipment, within Volume 3/ Part V – PARTICULAR TECHNICAL SPECIFICATIONS, Book 3/2/ Design of external hydrotechnical networks/ 1.1. Hydraulic engineering installations of the external water distribution network for sanitary and hygiene and drinking water, as follows:

“At the location of the Bogojevo Port there is a well that is used for current needs of the port. Capacity and quality of the water in the well has been tested, and based on those tests, it has been decided that the well can be used, while water needs to be treated to the level of drinking water.

The water from the new well will be treated using three devices similar to a water softener with a different active filling (ion exchange resin). In addition to this treatment, UV water disinfection treatment is also planned. After the treatment, the water will go to the existing reservoir with a capacity of 50 m3. The treated water will then be further distributed, using a pump, from the reservoir to the network.”

In the tender BoQ, Excel sheet 31, within segment - 4 Installation, there are no work position (item) with the description of water treatment.

Question:

What is the final description (technical request) of water treatment equipment?

Answer No 8

Final technical request for the water treatment equipment:

“Procurement, transportation and installation of a water purification system together with a chlorination system, similar to the HYDROLUX type:

- Ion exchange block with mechanical pre-filter 1 pcs;
- Dosing system for proportional dosing of chlorine with a mechanical pre-filter 1 pcs.”

The bidder should show cost of supply and installation of the water treatment equipment in the tender BoQ, Excel sheet 31, within the segment - 4 Installation, item 31.4.4.



<p>Through which position (item) in tender BoQ should The Bidder show the costs of supply and installation of equipment – water treatment equipment, since the BoQ is used for qualification of bidders?</p>					
<p>Question No. 9</p> <p>There are descriptions and appropriate quantities, relating to manhole covers, within the BoQ / Design for Building Permit, 3/2 Design of external hydrotechnical networks/ 1.6.6.2 Hydraulic engineering installations of the external sewage network/ item 4.6 as follows: <i>“Набавка и допрема поклопца за шахт кружног облика 600 мм. Обрачун по допремљеном комаду: Б125...28ком Д400...15ком”</i></p> <p>There is the no request, relating to manhole covers, within Volume 3/ Part V - PARTICULAR TECHNICAL SPECIFICATIONS, Book 3/2/ Design of external hydrotechnical networks/1.3.Hydraulic engineering installations of the external sewage network.</p> <p>In the tender BoQ, Excel sheet 32, within segment - 4 Installation, there is the work position (item) 32.4.6 with the description and quantities: <i>“Supply and transport of circular manhole covers, 600 mm, Class C250. Payment shall be made per supplied piece...37kom”</i></p> <p>Question: What is the final description (technical request) of manhole covers?</p> <p>What is the final quantity of manhole covers, since the BoQ is used for qualification of bidders?</p>	<p>Answer No 9</p> <p>Final quantity and description are:</p> <p><i>“Supply and transport circular manhole cover, 600mm. Payment shall be made per supplied piece:</i></p> <table data-bbox="826 790 1353 875"><tr><td>B125</td><td>28kom</td></tr><tr><td>D400</td><td>15kom”</td></tr></table>	B125	28kom	D400	15kom”
B125	28kom				
D400	15kom”				



Question No. 10

There are descriptions and appropriate quantities, relating to the installation of wastewater pumping station, within the BoQ / Design for Building Permit, 3/2 Design of external hydrotechnical networks/ 1.6.6.2 Hydraulic engineering installations of the external sewage network/ item 4.8 as follows:

“Набавка, допрема и уградња пакетне шахтне пумпне станице за отпадне воде са једном радном и једном резервном пумпом проток 4.75 l/s, потребна висина дизајна 5.5 м.

Обрачун изведених радова врши се по уграђеном комаду за сав рад и материјал....1 ком”

There is the request, relating to wastewater pumping station, within Volume 3/ Part V – PARTICULAR TECHNICAL SPECIFICATIONS, Book 3/2/ Design of external hydrotechnical networks/1.3. Hydraulic engineering installations of the external sewage network, as follows:

“The required lifting height of the shaft pump station at the KCS junction is 2.05 m for the design flow of 4.75 l/s. The design of the gravity and discharge part of the sewage network is given in section 1.6.2. Design of of hydraulic engineering installations.”

In the tender BoQ, Excel sheet 32, within segment - 4 Installation, item 32.4.8:

“Supply, transport and installation of wastewater pumping station with or without conduits, envisaged for underground installation (dry installation), with a closed wastewater chamber made of PP, equipped with no-return flap and valve at the outlet. Discharge 4.5 l/s, maximum head 15 m.

Payment of executed works shall be made per installed piece, including all works and material....1pcs”

Question: What is the final description (request) for wastewater pumping station?

Answer No 10

Final description is:

“Procurement, delivery and installation of a package shaft pumping station for waste water with one working and one reserve pump, flow rate 4.75 l/s, required design head 5.5 m. The calculation of the performed works is done per installed piece for all work and material

1 pcs.”



Question No. 11

There are descriptions and appropriate quantities, relating to the flap valve, within the BoQ / Design for Building Permit, 3/2 Design of external hydrotechnical networks/ 1.6.6.2 Hydraulic engineering installations of the external sewage network/ item 4.11 as follows:

„Набавка допрема и уградња жабгъез поклопца ДН160 за качеиџе на АБ зид. Обрачун изведених радова врши се по уграДеном комаду за сав рад и материјал....1ком”

There is no detail drawing with flap valve.

There is the no request, relating to the flap valve, within Volume 3/ Part V - PARTICULAR TECHNICAL SPECIFICATIONS, Book 3/2/ Design of external hydrotechnical networks/1.3.Hydraulic engineering installations of the external sewage network.

In the tender BoQ, Excel sheet 32, within segment - 4 Installation, there is no item related to flap valve?

Question:

Should the bidder predict supply and installation of the flap valve?

What is the final technical request for flap valve?

Through which position (item) should The Bidder show the costs of supply and installation of equipment – the flap valve, since the BoQ is used for qualification of bidders?

Answer No 11

Final technical request for the flap valve is:

„Procurement, delivery and installation of the DN160 flap valve with anchors for fixing to the RC wall. Payment of executed works shall be made per installed piece, including all works and material 1pc.“

The bidder should show cost of supply and installation of the flap valve in the tender BoQ, Excel sheet 32, within segment - 4 Installation, item 32.4.10.



Question No. 12

There are descriptions and appropriate quantities, relating to manhole on external standpipe network, within the BoQ / Design for Building Permit, 3/2 Design of external hydrotechnical networks/ 1.6.6.3. Hydraulic engineering installations of the external standpipe network/ items 4.1, 4.2 and 5.1 as follows:

“4.1: *Израда са нивелисаиџем тампон слоја од набијеног бетона МБ15 испод темејуне плоче испусног шахта ИШ, дебљине 10 см. Материјал за израду тампона не сме да садржи органске материје. Тампонски слој мора имати предвиђену дебљину, прописану збијеност и правилан профил са тачношћу 11 см. Обрачун по m^3 изведене позиције.... $0,5m^3$*

4.2: *Израда шахта ИШ од армираног водонепропусног бетона Ц25/30 у свему према цртежим и прописима за ову врсту радова. У цену урачуната набавка и транспорт материјала, израда и уграђиваиџе бетона, као и оплата, црпгаиџе подземне воде и сви остали потребни радови и материјал. Обрачун по m^3 изведене позиције..... $5,3m^3$*

5.1: *Испусни шахт ИШ Набавка, допрема, истовар, исправгаиџе, сечегае, чишегае, савијагае и монтажа арматуре од бетонског челика. Арматура мора бити поставгаена по пројекту и чврсто повезана, а заштитни слој обезбеден према статичком прорачуну и постојећим прописима. Бетонираиџе сваке позиције може да почне тек када надзорни орган прегледа и записнички прими поставгаену арматуру. Б500Б. Процегаена количина $100kg/m^3$. Обрачун по kg уграђене арматуре.... $530kg$ ”*

There is a detail drawing related to manhole for external standpipe network (drawings number: 3.2 – 6.2).

There is the no request, relating to the manhole on external standpipe network, within Volume 3/ Part V - PARTICULAR TECHNICAL SPECIFICATIONS, Book 3/2/ Design of external hydrotechnical networks/ 1.2.

Answer No 12

Bidder should envision construction works for manhole on external hydrant network.

Final technical request:

”4.1. Construction with leveling of a buffer layer of rammed concrete MB15 under the base plate of the discharge shaft IŠ, 10 cm thick. The material for making tampons must not contain organic substances. The tampon layer must have the prescribed thickness, the prescribed compaction and the correct profile with an accuracy of ± 1 cm. Calculation per m^3 of the derived position $0.50 m^3$.

4.2. Construction of the shaft IŠ from reinforced waterproof concrete C25/30 in everything according to the drawings and regulations for this type of work. The price includes procurement and transportation of materials, production and installation of concrete, as well as formwork, pumping of underground water and all other necessary works and materials. Calculation per m^3 of the derived position $5.30 m^3$.

5.1. Discharge shaft IŠ

Procurement, delivery, unloading, straightening, cutting, cleaning, bending and installation of concrete steel reinforcement. The armature must be placed according to the project and firmly connected, and the protective layer provided according to the static calculation and existing regulations. Concreting of each position can begin only when the supervisory authority inspects and receives the placed reinforcement B500B. Estimated quantity $100kg/m^3$. Calculation per kg of installed reinforcement $530 kg$.”

The bidder should show cost of supply and installation of construction works for manhole on external hydrant network in the tender BoQ, Excel sheet 33, within segment - 4 Installation, item 33.2.7.



Hydraulic engineering installations of the external standpipe network.

In the tender BoQ, Excel sheet 33, there is no item related to construction works of manhole for hydrant network?

Question:

Should the bidder predict construction works on manhole on external standpipe network?

Through which position (item) should The Bidder show the costs of construction works on manhole on hydrant network, since the BoQ is used for qualification of bidders?

Question No. 13

There are descriptions and appropriate quantities, relating to manhole covers, within the BoQ / Design for Building Permit, 3/2 Design of external hydrotechnical networks/ 1.6.6.3

Hydraulic engineering installations of the external standpipe network/ item 6.12 as follows:

“Набавка у изградња ЛГ поклопца ДН600 за тешко саобраћајно оптерећење Сласе Д400. Обрачун по комаду поклопца заједно са рамом....1ком”

There is a detail drawing related to manhole for external standpipe network (drawings number: 3.2 – 6.2) where the manhole cover can be seen, but without any technical description (quality request). There is the no request, relating to the manhole cover on external standpipe network, within Volume 3/ Part V - PARTICULAR TECHNICAL SPECIFICATIONS, Book 3/2/ Design of external hydrotechnical networks/1.2.Hydraulic engineering installations of the external standpipe network.

In the tender BoQ, Excel sheet 33, there is no item related to supply and installation of manhole cover within external standpipe network?

Question:

Should the bidder predict supply and installation of manhole cover?

What is the final technical request for manhole cover supply?

Through which position (item) should The Bidder show the costs of supply and installation of manhole cover, since the BoQ is used for qualification of bidders?

Answer No 13

Bidder should envision supply and installation of the manhole cover.

Final technical request for the manhole cover:

„Supply and installation of LG cover DN600 for heavy traffic load D400. Calculation per piece of the cover together with the frame 1 pcs.“

The bidder should show cost of supply and installation of manhole cover in the tender BoQ, Excel sheet 33, within segment - 4 Installation, item E.4.4.4.



Question No. 14

There are descriptions and appropriate quantities, relating to PP-B two-layered corrugated pipes within rainwater drainage system, within the BoQ/Design for Building Permit, 3/2 Design of external hydrotechnical networks/1.6.6.4 Hydraulic engineering installations of the stormwater network/item 4.1 and 4.2 as follows:

“4.1: ПП-Б двослојних коругованих цеви, са унутрашњим глатким и спољашњим трапезоидним слојем, ободне чврстоће SN8 ($\geq 8 \text{ kN/m}^2$) и флексибилношћу прстена $\geq 30\%$, у ефективним дужинама од 6 метара (без муфа). Ободна чврстоћа муфа (спојног елемента) мора бити иста као декларисана носивост цеви тј. у класи SN8, са матрично бризганим заптивним прстеном од ЕПДМ који је интегрални део сваке цеви. Боја цеви различита од црне, као гаранција коришћења неретицираног репроматеријала. Цеви се полажу на пешчану постељицу у складу са упутствима произвођача, и спајају се помоћу интегрисаних спојних елемената. Засипавање ископа и набијање засипа треба обавити у складу с упутствима произвођача, у зависности од карактеристика тла и присутности подземне воде. Цев мора лежати једнолико целом дужином. Својства материјала за израду цеви морају бити у складу са стандардима: prEN13476-1, prEN13476-3, EN ISO 9969, EN 476, EN 1610, ENV 1046. Сви заптивни елементи морају бити израђени у складу са EN 681-1. Уз цеви доставити Уверење о квалитету Машинског факултета у Београду.

ID/DN500...171,00 m

ID/DN600...43,00 m

4.2: Набавка, допрема и уградња фазонских комада. Обрачун изведених радова врши се по уграђеном комаду за сав рад и материјал. Обрачун изведених радова врши се по уграђеном комаду за сав рад и материјал.

Дупли муф ПП SN8 DN500...20 ком

Дупли муф ПП SN8 DN600...2 ком”

There are detail drawings (drawings number: 3.2 – 5.3; 3.2-6.10) where PP-B two-layered corrugated

Answer No 14

Final quantity and description are:

- ID/DN500 171,00 m;
- ID/DN600 43,00 m;
- Double sleeve PP SN8 DN500 20 pcs;
- Double sleeve PP SN8 DN600 2 pcs.



pipes (DN 500/600) can be seen. There are no detail drawings where PP-B two-layered corrugated pipes of DN 400 can be seen. There is no request, relating to the diameter of PP-B two-layered corrugated pipes, within Volume 3/ Part V - PARTICULAR TECHNICAL SPECIFICATIONS, Book 3/2/ Design of external hydrotechnical networks/ 1.4. Hydraulic engineering installations of the stormwater network.

In the tender BoQ, Excel sheet 34, there are items related to supply and installation of PP-B two-layered corrugated pipes (items 34.3.1 and 34.3.2) with description:

“34.3.1: Supply, transport, distribution along the route and laying of PP-B two-layered corrugated pipes with the smooth inner layer and trapezoid outer layer, with the peripheral strength of SN8 ($\geq 8kN/m^2$) and ring flexibility $\geq 30\%$, in the effective lengths of 6 m (excluding sleeves). The peripheral strength of sleeves (connecting elements) shall equal the declared load-bearing capacity of pipes i.e. it shall be of Class SN8 with matrix- moulded EPDM sealing rings, which shall be an integral part of each pipe. Pipe colour shall differ from black colour as a guarantee that non-recycled raw material has been used. Pipes shall be laid on sand subgrade in accordance with the manufacturer's instructions and they shall be jointed with integrated connecting elements. Excavation backfilling and compaction of the fill shall be performed in accordance with the manufacturer's instructions, depending on the soil properties and presence of groundwater. Pipes have to lie uniformly in the entire length. The properties of material used for the manufacture of pipes shall comply with the following standards: prEN13476-1, prEN13476-3, EN ISO 9969, EN 476, EN 1610, ENV 1046. All sealing elements shall be manufactured in accordance with EN 681-1. Pipes shall be supplied together with the Quality Certificate issued by the Faculty of Mechanical Engineering in Belgrade.

ID/DN400 16m

ID/DN600 27m

34.3.2: Supply, transport and installation of fittings. Payment of executed works shall be made per installed piece, including all works and materials.



Double sleeve PP SN8 DN400....2pcs

Double sleeve PP SN8 DN600....2pcs”

Question:

What is a final request (technical description) relating to PP-B two-layered corrugated pipes within rainwater drainage system in regard of pipe diameter and quantity (m).

What is a final quantity for PP-B two-layered corrugated pipes, since the BoQ is used for qualification of bidders?

Question No. 15

There are descriptions and appropriate quantities, relating to grilles for linear canals within rainwater drainage system, within the BoQ / Design for Building Permit, 3/2 Design of external hydrotechnical networks/ 1.6.6.4 Hydraulic engineering installations of the stormwater network / item 4.5 as follows:

“Набавка и допрема дуктилних решетки за линијске канале. Обрачун по допремљеном комаду.

-решетка E600....3660,00m”

There is a detail drawing (drawings number: 3.2-6.11) where grilles for linear canals can be seen.

There is a request, relating to grilles for linear canals within rainwater drainage system, within Volume 3/ Part V - PARTICULAR TECHNICAL SPECIFICATIONS, Book 3/2/ Design of external hydrotechnical networks/ 1.4. Hydraulic engineering installations of the stormwater network as follows:

“The channel will be covered with grating made of ductile cast iron according to EN124 for E600 load, intended for vehicles with heavy industrial load in industrial facilities and docks.” In the tender BoQ, Excel sheet 34, there is an item related to grilles for linear canals within rainwater drainage system (items 34.4.5) with description:

“Supply and transport of ductile grilles for linear canals. Payment per supplied piece.

- Grille D400... 2464m”

Question:

What is a final technical request for grilles?

What is a final quantity for grille, since the BoQ is used for qualification of bidders?

Answer No 15

Final technical request and quantity for grilles is:

“Supply and transport of ductile grilles for linear canals.

Payment per supplied piece.

grille E600 3660,00m.”



Question No. 16

There are descriptions and appropriate quantities, relating to flaps within rainwater drainage system, within the BoQ / Design for Building Permit, 3/2 Design of external hydrotechnical networks/ 1.6.6.4 Hydraulic engineering installations of the stormwater network / item 4.6 as follows:

“Набавка допрема и уградња жабљег поклопаца за качење на АВ зид, као VAG KAT-A 2443-PTK-A.

Обрачун изведених радова врши се по уграђеном комаду за сав рад и материјал.

- PE-HD DN500 PN05.....2 ком

- PE-HD DN600 PN05.....1 ком”

There is a detail drawing (drawings number: 3.2-6.14) where the flap within rainwater drainage system, can be seen.

There is the no request, relating to flaps, within Volume 3/ Part V - PARTICULAR TECHNICAL SPECIFICATIONS, Book 3/2/ Design of external hydrotechnical networks/ 1.4. Hydraulic engineering installations of the stormwater network.

In the tender BoQ, Excel sheet 34, there is an item related to flaps within rainwater drainage system (items 34.4.6) with description:

“Supply, transport and installation of flaps with anchors for fixing to reinforced concrete wall, such as VAG KAT-A 2443-PTK-A. Payment of executed works shall be made per installed piece, including all works and material.

- PE-HD DN400 PN05.....1pcs

- PE-HD DN600 PN05.....1pcs”

Question:

What is final technical request for flaps in regard of the diameter and quantities, since the BoQ is used for qualification of bidders?

Answer No 16

Final technical request for flaps regarding the diameter and quantity is:

“- PE-HD DN500 PN05 2 pcs

- PE-HD DN600 PN05 1 pc.”



Question No. 17

There are descriptions and appropriate quantities, relating to RC precast element for manholes and climbing irons within rainwater drainage system, within the BoQ / Design for Building Permit, 3/2 Design of external hydrotechnical networks/ 1.6.6.4 Hydraulic engineering installations of the stormwater network / item 4.8 nad 4.9 as follows: **“4.8: Набавка допрема и уградња готових монтажних елемената од армираног бетона МБ40. У цену се рачуна: набавка, транспорт и монтажа готових бетонских елемената. Обрачун изведених радова врши се по уграденом комаду за сав рад и материјал.**

АБ прстен D=1000 мм L=1000 мм....1 ком

АБ прстен D=1000 мм L=500 мм.....1 ком

АБ конусни прстен D=600/1000 мм L=600мм...2 ком

АБ прстен поклопца шахта D=600 мм L=20мм....2 ком

4.10: Набавка и допрема ливено гвоздених пењалица за шахт....56 ком”

There is detail drawing (drawings number: 3.2-6.10) where RC precast element for manholes and climbing irons within rainwater drainage system can be seen.

There is the no request, relating to RC precast element for manholes and climbing irons, within Volume 3/ Part V - PARTICULAR TECHNICAL SPECIFICATIONS, Book 3/2/ Design of external hydrotechnical networks/ 1.4. Hydraulic engineering installations of the stormwater network.

In the tender BoQ, Excel sheet 34, there is no item related RC precast element for manholes and climbing irons within rainwater drainage system.

Question:

What is final technical request in regard of description and quantities for RC precast elements for manholes and climbing irons within rainwater drainage system, since the BoQ is used for qualification of bidders?

Answer No 17

Final technical request regarding the description and quantities for RC precast elements for manholes and climbing irons within rainwater drainage system is:

„Supply, transport and installation of precast reinforced concrete elements, MB40. The price includes supply, transport and installation of precast concrete elements.

Payment of executed works shall be made per installed piece, including all works and materials.

- Reinforced concrete ring D=1000 mm L=1000 mm 1 pc;
- Reinforced concrete ring D=1000 mm L=500 mm 1 pc;
- Conical reinforced concrete ring D=600/1000 mm L=600mm 2 pcs;
- Reinforced concrete ring of manhole cover D=600 mm L=20mm 2 pcs;
- Supply, transport and installation of climbing step irons 56 pcs.“



Question No. 18

Vol_2, SECTION 3, PARTICULAR CONDITIONS CONTENTS it is stated in the Clause 10.2 the following:

“The second paragraph:

At the beginning, replace “The Employer shall not” with “Neither the Employer nor the Port Operator(s) shall”

and

Add after the first sentence: “Using of any of the works during construction (the port shall be fully operational during the construction works) is considered as a temporary measure as the request for the port operation during the construction works...”.

and,

At the beginning of the second sentence replace “However” with “Otherwise”.”

Question:

Please, if you could inform us, if the Contractor can unhindered perform works on the construction of industrial tracks 1, 2 and 3 on part of the existing concrete plateau that is shown on the picture bellow, for a certain period of time where the shown area would not be used by the port authority, considering the above mentioned in the Clause 10.2.

If the existing concrete plateau will not be used by the port authority for a certain period of time, please inform as in what duration the Contractor can unhindered perform works on the construction of industrial tracks 1, 2 and 3 on that part. If the mentioned area will be used without interruption by port authority, can you clarify how the subject works will be performed, considering the scope and technology of execution of subject works.

Answer No 18

The Contractor can perform works on existing concrete plateau in coordination and agreement with Employer (MGSJ) and Port operator.



<p>Question No. 19</p> <p>Document: Vol_1_S1_d4b_itt_en_BOGWKS_20220721, page 9/14, list of plant for execution of contract, under item 15. the requested equipment is requested: Blasting equipment with compressor 360 lit/sec</p> <p>Question: We believe that such a powerful compressor is not necessary for blasting, but that a compressor of 500 bar is sufficient, or simply a blasting and cleaning machine under a pressure of 500 bar. In addition, it should be noted that two compressors 120-360 lit/sec are definitely required in point 27.</p>	<p>Answer No 19</p> <p>Please, ignore item 15, as item 27 already specifies required compressors.</p>
<p>Question No 20</p> <p>The Appendix to Tender provides contradictory information in relation to the Time for Completion (TfC).</p> <ul style="list-style-type: none">- 1.3.3. <i>"912 calendar days from the signing of the Contract by last of the parties and provision of Performance Security"</i>.- 8.1 <i>"Commencement Date shall be within the 21 days from signing of the contract by the last of the parties and provision of the valid and acceptable Performance Security."</i> <p>As per the definition in General Conditions of Contract Red Fidic TfC is calculated from the Commencement Date (CD).</p> <p>Please, harmonize the data stated in the Appendix to Tender with GCC, so that FIDIC provisions of basic contract parameters remain clear and that all Contract clauses are in line.</p>	<p>Answer No 20</p> <p>The provisions of contract duration/commencement date are not contradictory. The pre-condition for commencement of the contract is a valid and acceptable Performance Security as given in the Volume 1, Section 1, Instructions to the Tenderers, Article 26. The contract will commence within 21 days from signing of the contract by the last of the party and provision of the valid and acceptable Performance Security.</p>
<p>Question No 21</p> <p>Vol_2_S2_d4o_specialconditions_en_BOGWKS_20220420, Sub-Clause 1.1.1.13 Time for Implementation, new definition is added: <i>Add new sub-clause 1.1.1.13 "Time for Implementation": 42 months from the receipt of the signed contract with the Performance guarantee by the Contracting Authority until issuance of the Performance Certificate; consisting of 30 months for the Time for Completion and 12 months for the Defects Notification Period.</i></p> <p>Please clarify the relevance of this definition as it is not found later in the Contract.</p>	<p>Answer No 21</p> <p>The definition is relevant and applicable.</p>



Question No 22

Sub-Clause 3.1 of the PCC stipulates that Engineer shall obtain a note of “No Objection” from the Employer, namely for:

- (a) Sub-Clause 3.5: agreeing or determining any matter, which will change the Accepted Contract Amount, (b) Sub-Clause 4.4(b): giving consent for a Subcontractor/Supplier for a subcontract/supply contract for which a different Subcontractor/Supplier is named in the Contract;
- (c) Sub-Clause 8.4: Agreeing or determining an extension of the Time for Completion,
- (d) Sub-Clause 8.8: Suspension of the Work,
- (e) Sub-Clause 10.1: Before issuing any Taking-Over Certificate
- (f) Sub-Clause 11.9: Before issuing the Performance Certificate
- (g) Clause 13: Instructing a Variation which is expected to change the Accepted Contract Amount (and consequently the Contract Price) or in any substantial way change the scope, character or quality of the Works.
- (h) Sub-Clause 20.1: Providing initial responses to notices from the Contractor under this clause.

Question:

FIDIC is clear when it comes to the role of the Engineer in the Red FIDIC Book. Basic principles of the Red FIDIC Book imply that Engineer is competent professional acting independently between the parties and has a central role in the matters of interpretation of the Contractor’s contractual rights. The change provided in the PCC for SC 3.1 completely annuls the role of the Engineer and changes the risk balance between contractual Parties.

As you are aware, only the Silver FIDIC Book doesn’t prescribe for the Engineer and defines the Employer as the one who, over his Representative, administrates the Contract. With the precondition of “No Objection” in the above-listed matters, this Contract has elements of Silver FIDIC, and the risk balance defined through the Red FIDIC Book is annulled.

Especially, given amendment which stipulates “No objection” for initial response under clause 20.1 excludes the objective role and purpose of the

Answer No 22

The Tender Dossier has been carefully tailored to follow technical requirements of these specific works, international good practices for procurement and contract management/implementation as well as PRAG and EIB procurement rules and local legislation; no changes as the one proposed shall be introduced.

The contract shall be financed by the loan proceeds from the European Investment Bank as well as the funds of the Government of the Republic of Serbia and it is a paramount that the funds are utilized in a transparent manner; thus, the Employer is to be applying monitoring and evaluation of contractual clauses an all the times.



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

Engineer in the Contract itself and leaves space for the Employer to decide on the matter that could potentially be the subject of a dispute. As already mentioned, the basic principle of the FIDIC contracts implies that the Engineer is competent professional acting independently between the parties, who, based on the Contract, make fair and timely determinations. By this change given in the PCC, one of the Parties e.g. Employer, which potentially could be a party in the dispute, has the sole right to make the decision on the matter of Claim, already in a Notice stage. This approach annuls the Contractor's right to Claim as prescribed within the FIDIC contracts, where the central role in the matters of interpretation of Contractor's contractual rights is given to the Engineer. The Bidder must draw attention to the fact that this provision of the PCC is in direct collision with provision 3.5 of the GCC which, among others, defines that the Engineer shall make a fair determination in accordance with the Contract and give notice to both Parties with supporting particulars. With the precondition of "No Objection" from the Employer, which is one of the parties in the dispute, neutrality of the Engineer is not possible. Practically on the matters of Claims and Determinations sole decision is on the Employer and the Engineer is not in a position to exercise his obligations as stipulated in SC 3.5 of the GCC Red FIDIC Book. Also, we have to highlight that this change is a clear breaking of FIDIC Golden Principals (namely GP1, pg 8 and GP3) and disturbs the risk balance between Employer and Contractor as stipulated in the FIDIC Red Book. FIDIC states that contracts that do not respect given Golden Principals shall not be considered to be FIDIC-based Contracts (pg. 6 of GP). Thus, with changes given in the PCC this Contract cannot be considered to be Red FIDIC Contract.

Taking into consideration mentioned contradictions that arouse out of this sub-paragraph of the PCC and to have a clear and balanced Contract as per FIDIC intentions and following FIDIC Golden Principals, we are kindly asking you to remove restrictions imposed on the Engineer through the PCC and keep original GCC wording of SC 3.1.



Question No 23

Vol_2_S2_d4o_specialconditions_en_BOGWKS_2
0220420 Sub-Clause 1.2 Interpretation:

In Sub-Clause 1.2, after sub-paragraph (d), insert the following paragraphs:

“(e) Wherever these Conditions require the Contractor to indemnify the Employer from any matter, the Contractor shall also indemnify the Engineer from the same matter.”

Engineer is part of the Employer Personnel (acc. 1.1.2.6).

We are kindly suggesting for deletion of this paragraph (e).

Answer No 23

Please see the answer given under 22.

Question No 24

Tender document

Vol_2_S2_d4o_specialconditions_en_BOGWKS_2
0220420 Sub-Clause 3.7 Environmental and Social Management Plan,

Add new Sub-Clause 3.7

The Environmental and Social Management Plan prepared by the Contractor shall comply in full with the Decision issued by the Ministry of Environmental Protection for the Environmental Impact Assessment prepared for the Rehabilitation and construction of the Bulk and General Cargo Terminal of the Port of Smederevo, as well as with the EIB Environmental and Social Standards. The Environmental and Social Management Plan prepared by the Contractor shall be subject to the Employer’s approval and prepared to the satisfaction of the EIB.

1. Please clarify, if the Environmental and Social Management Plan has to be submitted directly and only to the Employer for the approval (as stipulated in the added SC 3.7)?

2. Is Engineer in any way involved in the procedure of approval of the Environmental and Social Management Plan?

3. Please provide criteria for the approval of The Environmental and Social Management Plan.

4. Please provide EIB Environmental and Social Standards which has to be fulfilled by the said Environmental and Social Management Plan.

5. Please Correct the text of the sub-clause, since this Contract refers to Port Bogojevo not Smederevo.

Answer No 24

After approval of the Engineer, the Environmental and Social Management Plan shall be sent to the Employer

2. The Engineer is responsible for approval of the Environmental and Social Management Plan

3. There are no specific criteria for the approval of the ESMP. ESMP in general shall comply with the Standard 1 of the EIB Environmental and Social Standards.

4. There are 11 standards within the EIB Environmental and Social Standards
<https://www.eib.org/en/publications/eib-environmental-and-social-standards>

All of them are relevant, especially Standard 1.

5. Sub-clause will be corrected accordingly.



<p>Question No 25</p> <p>Tender document Vol_2_S2_d4o_specialconditions_en_BOGWKS_20220420 Sub-Clause 4.4 Subcontractors, Vol_1_S2_d4c_tenderform_en_BOGWKS_20220420 In Sub-Clause 4.4, the term "Subcontractor" shall be replaced by the term "Subcontractor and Supplier"</p> <p>Term Supplier is not defined within the Contract. Please provide the definition of the Supplier.</p>	<p>Answer No 25</p> <p>A supplier is defined as a legal entity from whom materials, supplies, or equipment required under a contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.</p>
<p>Question No 26</p> <p>Tender document Vol_2_S2_d4o_specialconditions_en_BOGWKS_20220420 Sub-Clause 4.21 Progress Reports <i>The contents of these document may not be construed, in any way, as giving notice or instructions under the Contract.</i></p> <p>Please clarify the meaning of the sentence. SC 4.21 refers to the content of the Progress Report, thus this addition is unclear. The Progress Report is prepared by the Contractor for the previous month and purpose is to record factual conditions at the Site.</p>	<p>Answer No 26</p> <p>The Employer shall not be responsible for legal understanding and/or legal interpretation of any clauses of contract or any part of the Tender Document. The potential prosperous bidders are deemed to have sufficient legal and technical capacity to understand/comprehend/interpret Tender Documents.</p>
<p>Question No 27</p> <p>Tender document Vol_2_S2_d4o_specialconditions_en_BOGWKS_20220420 Sub-Clause 4.26 Existing Services A new sub-clause is added in order to regulate Contractors' obligations regarding the existing utilities. <i>"The Contractor shall acquaint himself with the position of all existing roads, buildings, plant, and services of any kind including drains, telephone, electricity lines and poles, water pipes, gas pipes and the like, custom and immigration services, in the vicinity of the Works, as per Employers Records, before any excavation or other work likely to affect the existing services is commenced. ..."</i></p> <p>Please clarify what term "Employers Records" refers to within the Contract. Please provide definition as it is not included in the Contract. Please explain what kind of documentation the Employers Records are.</p>	<p>Answer No 27</p> <p>Terms and wording not defined have standard/ordinary meaning.</p>



<p>Question No 28</p> <p>Tender document Vol_2_S2_d4o_specialconditions_en_BOGWKS_2 0220420 Sub-Clause 4.29/4.30 Licenses <i>"The Contractor shall deliver all current licenses, as required by the Law on Planning and Construction as per PCC 1.1.6.12 for the Contractor and for the Experts and shall send a copy to the Engineer, within twenty-eight (28) calendar days from receipt of the Decision on Contract Award in line with Vol. 1, Section 4, Form 4.7"</i></p> <p>Definition of Expert is not provided in the Contract. Please provide definition as it is not included in the Contract.</p>	<p>Answer No 28</p> <p>Terms and wording not defined have standard/ordinary meaning.</p>
<p>Question No 29</p> <p>Tender document Vol_2_S2_d4o_specialconditions_en_BOGWKS_2 0220420 Sub-Clause 10.2 Taking Over of Parts of the Works <i>"Permits for such operation(s) during the construction works can be subject to the national legislation and could refer to "Permits for temporary and/or trail operation" and the Contractor will be required to comply with the requirements for issuance of such permits".</i></p> <p>Please clarify. The term "CAN BE" cannot be used to point out specific document or obligation.</p>	<p>Answer No 29</p> <p>Terms and wording not defined have standard/ordinary meaning.</p>
<p>Question No 30</p> <p>Tender document Vol_2_S2_d4o_specialconditions_en_BOGWKS_2 0220420 Sub-Clause 10.2 Taking Over of Parts of the Works The second paragraph: <i>"At the beginning, replace "The Employer shall not" with "Neither the Employer nor the Port Operator (s) shall"</i> Add after the first sentence: <i>"Using of any of the works during construction (the port shall be fully operational during the construction works) is considered as a temporary measure as the request for the port operation during the construction works. Taking-Over certificate will be issued only after completion of all the works in spite of the</i></p>	<p>Answer No 30</p> <p>Term "Port Operator" is defined by the Law on Inland Navigation and Inland Navigation Ports (RS Official Gazette no. 73/10, 121/12. 18/15 and 18/16).</p>



<p>port operation during the construction works. Permits for such operation(s) during the construction works can be subject to the national legislation and could refer to “Permits for temporary and/or trail operation” and the Contractor will be required to comply with the requirements for issuance of such permits”.</p> <p>Port Operator is term not given in the definitions of the Contract. Please provide definition as it is not included in the Contract.</p>	
<p>Question No 31</p> <p>Tender document Vol_2_S2_d4o_specialconditions_en_BOGWKS_2_0220420 Sub-Clause 13.1 Right to Vary Add at the end of the Sub-Clause the following provisions: <i>“Variations which represent substantial changes can, however, only be made by means of a formal addendum to the Contract. In any case, all variations (including for potential use of the provisional sum for contingencies) shall be formalised according to Sub-Clause 1.1.1.12.”</i></p> <p>Meaning of the first and second sentence is the same. As stated in the last sentence, all changes need to be according to 1.1.1.12.</p> <p>We are kindly suggesting rewording.</p>	<p>Answer No 31</p> <p>The Tender Dossier has been carefully tailored to follow technical requirements of these specific works, international good practices for procurement and contract management/implementation as well as PRAG and EIB procurement rules and local legislation; no changes as the one proposed shall be introduced.</p>
<p>Question No 32</p> <p>Tender document Vol_2_S2_d4o_specialconditions_en_BOGWKS_2_0220420 Sub-Clause 14.3 Application for Payment Certificates Add at the end of the Sub-Clause 14.3 the following: <i>“All payment Certificates, excluding those for Advance Payments, shall include in full the discount offered (if any) and included in the Accepted Contract Amount, for all elements contained and related Payment Certificates.”</i></p> <p>Please note that mathematically is not possible to exclude discount for advance and include it in interim statements and to remain with the correct figure for ACA.</p> <p>Please, harmonise addition so it is mathematical possible to keep correct amount of ACA during the execution of the project.</p>	<p>Answer No 32</p> <p>The subjected word is a typo omission, the correct word shall be “included” and it will be incorporated in final contract.</p>



Question No 33

Tender document
Vol_2_S2_d4o_specialconditions_en_BOGWKS_2
0220420 Sub-Clause 14.4
Schedule of Payments
Add the following to the end of Sub-Clause 14.4:
“The Schedule of Payments shall be in the form of an Activity Schedule linked to the Bill of Quantities per the activities concerned. The total of the items in the Activity Schedule shall be equal to the Accepted Contract Amount, unless varied in accordance with the Contract.
The activities in the Activity Schedule shall correspond to activities in the programme referred to in Sub-Clause 8.3. If requested by the Engineer at any time, the Contractor shall provide a breakdown of the prices of activities in the Activity Schedule to assist in the valuation of variations under Sub-Clause 13.3.”
Activity Schedule is term not given in the definitions of the Contract. Please provide definition as it is not included in the Contract.

Answer No 33

Terms and wording not defined have standard/ordinary meaning.

Question No 34

Questions No 34,35,36,37,38,39,40,41,42,43,44:
Tender document
Vol_2_S2_d4o_specialconditions_en_BOGWKS_2
0220420 Sub-Clause 14. 7
Payment
At the beginning of Sub-Clause 14.7, insert the following text:
“Payments due by the Employer shall be made on a “shared cost” basis to the bank account mentioned on the financial identification form completed by the Contractor. The same form, annexed to the payment request, must be used to report changes of bank account.
Sums due shall be paid within no more than thirty (30) calendar days from the date on which an admissible payment request is registered by the Employer. The date of payment shall be the date on which the Employer’s account is debited. The payment request shall not be admissible if one or more essential requirements are not met. The thirty (30) day period may be suspended by notifying the Contractor that the payment request cannot be fulfilled because the sum is not due, because appropriate substantiating documents have not been provided or because there is evidence that the expenditure might not be eligible. In the latter case, an inspection may be carried out on the spot for the purpose of further checks. The Contractor shall provide clarifications, modifications or

Answer No 34

Response to all the questions (34-44): The Employer shall not be responsible for legal understanding and/or legal interpretation of any clauses of contract or any part of the Tender Document. The potential prosperous bidders are deemed to have sufficient legal and technical capacity to understand/comprehend/interpret Tender Documents.



<p>further information within fifteen (15) days of being asked to do so. The payment period shall continue to run from the date on which a properly drawn-up payment request is registered.”</p> <p>Question 34: Please explain what does “shared cost” mean in relation to the payment. There is no definition or explanation given within the Contract or tender documentation.</p>	
<p>Question No 35</p> <p>Please define what is the “admissible payment request”. There is no definition or explanation given within the Contract or tender documentation. FIDIC defines payment mechanism clearly and that is that Engineers issues the IPC which is the only document necessary for the Employer to make a payment. Any changes to the payment mechanism must be clear and unbiased.</p>	<p>Answer No 35</p> <p>Please, see the answer given under 34.</p>
<p>Question No 36</p> <p>Please define what are the “essential requirements” which must be met by the Contractor. This is not explained or defined in the Contract and given Tender documentation.</p> <p>Since these are set as a condition precedent for payment, they should be clearly defined to avoid any disruptions in the Contractors cash flow. Especially when one have in mind that minimum amount of IPC is 1,5 mil EUR.</p> <p>“The thirty (30) day period may be suspended by notifying the Contractor “</p>	<p>Answer No 36</p> <p>Please, see the answer given under 34.</p>
<p>Question No 37</p> <p>Please, explain who and how is notifying the Contractor and based on which sub clauses of the Contract. Employer or Engineer?</p> <p>“The thirty (30) day period may be suspended by notifying the Contractor that the payment request cannot be fulfilled because the sum is not due, because appropriate substantiating documents have not been provided or because there is evidence that the expenditure might not be eligible”</p>	<p>Answer No 37</p> <p>Please, see the answer given under 34.</p>
<p>Question No 38</p> <p>SC 14.3 defines that Contractor submits Statements for the approval to the Engineer, SC 14.6 defines that Engineer, upon the 28 days after the reception of the Contractors Statements, issues IPC that Employer shall pay. It is completely unclear under which Sub Clause of the Contract “the sum is not due” after the certification by the Engineer was made. Please clarify.</p>	<p>Answer No 38</p> <p>Please, see the answer given under 34.</p>



<p>Question No 39</p> <p>Please define who determines if the sum is due, Employer or the Engineer and based on which Sub clauses of the Contract? “The thirty (30) day period may be suspended by notifying the Contractor that the payment request cannot be fulfilled because the sum is not due, because appropriate substantiating documents have not been provided or because there is evidence that the expenditure might not be eligible”</p>	<p>Answer No 39</p> <p>Please, see the answer given under 34.</p>
<p>Question No 40</p> <p>Please define who determines if the “appropriate substantiating documents are provided”, Employer or the Engineer and based on which Sub clauses?</p>	<p>Answer No 40</p> <p>Please, see the answer given under 34.</p>
<p>Question No 41</p> <p>Please define what are the “appropriate substantiating documents”.</p>	<p>Answer No 41</p> <p>Please, see the answer given under 34.</p>
<p>Question No 42</p> <p>FIDIC SC 14.3 defines that Contractor submits Statements with supporting particulars and states exactly which particulars should be submitted for the approval to the Engineer. Further, SC 14.6 defines that Engineer, upon the 28 days after the reception of the Contractors Statements issues IPC that Employer shall pay.</p> <p>FIDIC in GCC 14.7 states that Employer pays certified amount to the Contractor within the 56 days after the Engineer receives the Statement and supporting documents. Payment mechanism is changed in a way that it is not possible to determine who is assessing the already certified sums, based on which Sub Clauses and based on which criteria. Also it is not possible to determine payment deadline which is necessary for the Cash flow projection. Please clarify.</p> <p>“The thirty (30) day period may be suspended by notifying the Contractor that the payment request cannot be fulfilled because the sum is not due, because appropriate substantiating documents have not been provided or because there is evidence that the expenditure might not be eligible”</p>	<p>Answer No 42</p> <p>Please, see the answer given under 34.</p>



<p>Question No 43</p> <p>Please define what kind of “expenditures might not be eligible”, since this is not defined under the Contract and not explained within the given Tender documentation. Please have in mind that Contractors Statement shall be done based on the BOQ (including any changes in accordance with the Contract) provided by the Employer within the Tender documentation. It is not clear how the items defined by the Employer within the BOQ can include “expenditures” which “might not be eligible”. Please clarify.</p> <p>“ ... The Contractor shall provide clarifications, modifications or further information within fifteen (15) days of being asked to do so. The payment period shall continue to run from the date on which a properly drawn-up payment request is registered.”</p>	<p>Answer No 43</p> <p>Please, see the answer given under 34.</p>
<p>Question No 44</p> <p>Please define clearly what is a “properly drawn-up payment request”? This is not defined under the Contract and not explained with the given Tender documentation.</p>	<p>Answer No 44</p> <p>Please, see the answer given under 34.</p>
<p>Question No 45</p> <p>Questions No 45, 46, 47: Tender document Vol_2_S2_d4o_specialconditions_en_BOGWKS_20220 420 Sub-Clause 14. 7 Payment <i>Replace sub-paragraphs (a), (b) and (c) by the following paragraphs:</i></p> <p>“(a) the first instalment of the advance payment within thirty (30) days after Employer receives the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub-Clause 14.2 [Advance Payment], whichever is later, and in line with the provisions of this Sub-Clause, second and third paragraphs above;</p> <p>(b) the amount certified in each interim Payment Certificate (passed for payment), within no more than thirty (30) calendar days from the date on which the Engineer’s Certificate is received by the Employer, and in line with the provisions of this Sub-Clause, second and third paragraphs above;</p> <p>(c) the amount certified in the Final Payment Certificate within fifty (50) days after the Employer receives this Payment Certificate, and in line with the provisions of this Sub-Clause, second and third paragraphs above.”</p> <p>Please define clearly what “pass for payment” means? This is not defined under the Contract and not explained within the given Tender documentation.</p>	<p>Answer No 45</p> <p>Response to all the questions (45-47): The Employer shall not be responsible for legal understanding and/or legal interpretation of any clauses of contract or any part of the Tender Document. The potential prosperous bidders are deemed to have sufficient legal and technical capacity to understand/comprehend/interpret Tender Documents.</p>



<p>Question No 46</p> <p>It is not common to define payment deadline with the Employers ability to receive the document certified by the Engineer. Contractor does not have any influence on the Engineers personnel (we remind that Engineer is part of the Employer s personnel) and to their way of work and cannot base his cashflow projections without clear payment deadlines. There are no defined deadlines for the submission of the certified IPC to the Employer, thus payment deadline is completely undefined under amended PCC 14.7 Please clearly define payment deadline in connection to the date of the Statement submission by the Contractor, as that is the usual FIDIC approach.</p>	<p>Answer No 46</p> <p>Please, see the answer given under 45.</p>
<p>Question No 47</p> <p>Engineers Certificate is not defined term within the Contract or given under definitions. Please clarify what is Engineers Certificate and include appropriate definition.</p>	<p>Answer No 47</p> <p>Please, see the answer given under 45.</p>
<p>Question No 48</p> <p>Sub clause 14.7 refers to one of the basic Contract parameters i.e. Payment. Payment mechanism has to be clear and realistically applicable for both Parties. With given changes in PCC sub clause 14.7 is unclear and nonaligned with other sub clause of the Contract (namely 14.6 and 14.3), thus payment mechanism is not clear, and it is not possible to establish undisputed payment deadline which is necessary for Cash Flow projection.</p> <p>Taking into consideration all mentioned indistinctions as well as to have a clear and balanced Contract as per FIDIC intentions and to follow FIDIC Golden Principals, we are kindly asking you to keep original GCC wording of SC 14.7.</p>	<p>Answer No 48</p> <p>The Tender Dossier has been carefully tailored to follow technical requirements of these specific works, international good practices for procurement and contract management/implementation as well as PRAG and EIB procurement rules and local legislation; no changes as the one proposed shall be introduced.</p>



Question No 49

Tender document

Vol_2_S2_d4o_specialconditions_en_BOGWKS_2
0220420 Sub-Clause 14. 9 Payment of Retention
Money

First sentence of the SC 14.9 GCC states:

"When the Taking-Over Certificate has been
issued for the Works, the first half of the
Retention Money shall be certified by the
Engineer for payment to the Contractor".

PCC states:

"At the end of Sub-Clause 14.9, add the following
text:

When the Retention Money has reached sixty per
cent (60%) of the limit of Retention Money stated
in the Appendix to Tender, ..."

**These two statements are contradictory. Please
harmonise sub clause so it is clear in which
moment in time, (after the issuance of TOC OR
after the Retention Money has reached 60% of
the limit) Contractor is eligible for payment of
50% of the Retention Money against
appropriate guarantee.**

Answer No 49

The potential tenderers shall read the paragraphs
in correlation to the whole of the tender
document. At the moment retention money
reaches 60% of the total amount retained the
Retention Money Guarantee is requested - 50%
of the retention money amount.

Question No 50

Tender document

Vol_2_S2_d4o_specialconditions_en_BOGWKS_2
0220420 Sub-Clause 14. 9 Payment of Retention
Money

Last addition to the SC states:

Within sixty (60) days at the latest of receipt by
the Employer of the Performance Certificate, the
Employer shall return the Retention Money
Guarantee to the Contractor."

**Having in mind that issuance of TOC is
preconditioned with the issuance of Usage
Permit, and that DNP is 1 year, there is no
justification to hold Retention money guarantee
for 2 months after the expire of DNP and
precondition the return with issuance of
Performance Certificate. This represents
additional, unnecessary financial expense; thus,
we kindly ask you to remain FIDIC basic
approach of releasing the Retention Money
Guarantee upon expire of the DNP.**

Answer No 50

The Tender Dossier has been carefully tailored to
follow technical requirements of these specific
works, international good practices for
procurement and contract
management/implementation as well as PRAG
and EIB procurement rules and local legislation;
no changes as the one proposed shall be
introduced.



Question No 51

Tender document
Vol_2_S2_d4o_specialconditions_en_BOGWKS_2
0220420 Sub-Clause 15. 2
Termination by the Employer
In the first paragraph after new sub-paragraph (g), at the end of the first sentence, add: "or, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, as described in sub-paragraph (g)"
Discretionary decision of the Employer on this matter should not be the basis for termination, but just final Court decision.
GCC already provide for the termination right for Employer in case of bribe, gift and similar (SC 15.2 point f), by adding point g) which is defined only by the Employers judgment without any proof, Contractor bear risk which is not common for the Red Book FIDIC edition.
We kindly ask you to keep original wording of the GCC SC 15.2.

Answer No 51

The Tender Dossier has been carefully tailored to follow technical requirements of these specific works, international good practices for procurement and contract management/implementation as well as PRAG and EIB procurement rules and local legislation; no changes as the one proposed shall be introduced.

Question No 52

Tender document
Vol_2_S2_d4o_specialconditions_en_BOGWKS_2
0220420 Sub-Clause 18. 3 Insurance against Injury to Persons and Damage to Property
Insert at end of first paragraph
This insurance coverage shall be extended to third parties in all cases arising from incidents in Serbia involving vehicles or machines owned or in use by the Contractor
As all the vehicles registered in the RS are insured under Mandatory auto liability insurance, and as it is not possible to have two insure policies of same type for the same vehicle, please correct the changes in article 18.3. as follows:
„This insurance coverage shall be extended to all cases arising from incidents in Serbia involving machines owned or in use by the Contractor which are not already registered under the Mandatory auto liability insurance in accordance with the law.“

Answer No 52

In case the equipment is covered as stated, no additional insurance will be deemed necessary.



Question No 53

Questions No 53, 54

Tender document

Vol_3_S3_Brief_Scope_BOGWKS_20220420:

BRIEF DESCRIPTION OF THE SCOPE OF THE WORKS, page 4:

1. CONTRACTOR'S RESPONSIBILITY

"The Contractor shall be responsible for all the design of the Works (Design for execution of the Works (local abbrev.

PZI) as per Serbian Law on Planning and Construction) and satisfy himself about the content and accuracy of the Employer's Requirements. Notwithstanding that information and data may have been made available from consultants at tender stage (Permit for Construction-PGD stage Technical documentation) the Employer accepts no responsibility for the accuracy or completeness of that information or any omission of any kind in the Employer's Requirements and shall not be deemed to have given any representation of the accuracy or completeness of any data or information."

Which document is Employers Requirements (ER) and in which way it is reflected in the Contract?

Red Book does not have definition of the Employers Requirements. ER are typically part of the FIDIC Yellow Book Contracts in which Contractor is responsible of Design based on data provided in the ER. Please clarify if the GCC of the Bogojevo contract is Yellow or Red FIDIC GCC?

Answer No 53

Answers to all the questions (53-54):

The Tender Dossier has been carefully tailored to follow technical requirements of these specific works, international good practices for procurement and contract management/implementation as well as PRAG and EIB procurement rules and local legislation; no changes as the one proposed shall be introduced.

Question No 54

Volume 3 section 3 is of higher priority than design documentation provided within the tender process and stipulates that Contractor is fully responsible for meeting the design criteria, yet he is only developing design conducted by the Employer.

Volume 3 section 3 stipulates that Contractor should take all responsibility for the document, which is not provided, specifically Employers Requirements. Please provide us with the said document since in Volume 3 S3 since part of the Contractor Responsibilities refer to the document named Employer Requirements.

Answer No 54

Please, see the answer given under 53.



Question No 55

Tender document

Vol_2_S2_d4o_specialconditions_en_BOGWKS_2
0220420 Sub-Clause 14.8 Delayed Payments

Delete Sub-Clause 14.8 in total and replace it with:

“Once the deadline laid down in Article 14.7 has expired, the Contractor may, within two (2) months of late payment, claim late-payment interest:

- at the rate applied by the National Bank of Serbia to its main refinancing transactions in RSD, where payments are in RSD on the first day of the month in which the deadline expired, plus three and a half percentage points (3.5%). The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Employers account is debited (inclusive).
- at the rate applied by the Central European Bank to its main refinancing transactions in EUR, where payments are in EUR on the first day of the month in which the deadline expired, plus three and a half percentage points (3.5%). The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Employers account is debited (inclusive).”

As stated in the Appendix to Tender, minimal IPC is 1,5 mil EUR. With the changes given in PCC for sub clause 14.7 it is not possible to determine undisputedly payment deadline. Additionally, with change given in 14.8, Contractor’s right for delayed payment is additionally restricted which is not in line with FIDIC principals.

Taking into consideration all the above we are kindly asking to keep the original wording od GCC.

Question No 56

Volume 1, Section 1 Instruction to tenderers, 12.1.9. Information regarding tenderer’s technical qualification, Plant for execution of the contract, item 4 Loader power/capacity 4 m³/280 kW.

This power seems to be too high for a loader with 4 m³ capacity, compared with data sheets for this type of equipment of many renown construction equipment manufacturers (Caterpillar, Liebherr, Volvo, Komatsu etc.). Maybe it was meant 280 HP? Please clarify.

Answer No 55

The Tender Dossier has been carefully tailored to follow technical requirements of these specific works, international good practices for procurement and contract management/implementation as well as PRAG and EIB procurement rules and local legislation; no changes as the one proposed shall be introduced.

Answer No 56

Loader with power of 280 HP is acceptable.



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

<p>Question No 57</p> <p>Volume 1, Section 1 Instruction to tenderers, 12.1.9. Information regarding tenderer's technical qualification, Plant for execution of the contract, item 15 Blasting equipment with compressor 360 lit/sec.</p> <p>We believe that such a powerful compressor is not necessary for blasting, but that a compressor of 500 bar is sufficient, or simply a blasting and cleaning machine under a pressure of 500 bar. In addition, it should be noted that two compressors 120-360 lit/sec are definitely required in point 27.</p>	<p>Answer No 57</p> <p>Please, see the answer given under 19.</p>
<p>Question No 58</p> <p>Ref. No. 1: BoQ_eng_BOGWKS_20220420 / RAIL TRACKS / 29 - 2.2.2.2. INDUSTRIAL RAIL TRACKS IN THE PORT Pos 29.7.5 (Б.И.3.5) and the pos.29.7.8 (Б.И.3.8) are the same. Is this position mistakenly duplicated?</p>	<p>Answer No 58</p> <p>Correct, this item is mistakenly duplicated, please ignore one of them.</p>