



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

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## Clarification No.10 to TD

### Volume 1:

**Section 1 - Instructions to tenderers**

**Section 2 - Form of Tender for a works contract**

### Volume 2:

**Section 3 - Particular conditions**

**Section 7 – Tax and Custom Arrangement**

### Volume 3:

**Section 1 – Gen info**

**Section 2 – Tech Docs and Data**

**Section 3 – Brief Scope**

**Section 4 – Specific Limits and Conditions**

### General

QUESTIONS	ANSWERS
<b>Question No 1</b> Vol_2_S3_Particular Conditions of Contract, Clause 4.2. <u>Performance Security</u> - For International Contractors this financial guarantee must be issued by a bank with a rating of at least BBB+ (Baa1) or	<b>Answer No 1</b> Volume 2, S3 Particular Conditions of Contract Clause 4.2. states, quote: "The Performance Security, submitted by the Contractor, shall be in the format given in the Schedule of Guarantees in the Contract, and shall be issued by a bank or other financial institution. <b>If the financial guarantee is to be provided in the form of a bank guarantee, a banker's draft, a</b>



<p>equivalent. In case that bank has lower rating than required, it is required for International Contractor to provide back-guarantee from the Serbian bank. International Contractor will provide financial guarantee via correspondent bank in Republic of Serbia. We understand international contractor can provide, the insurance bond issued by by a bank or other financial institution/insurance bond company in lieu of security/bank guarantee.</p>	<p><b>certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the Contracting Authority”</b> end of quote.</p>
<p><b>Question No 2</b></p> <p>Vol_1_S2_Form of Tender, Normal working hours-Working hours as per the national legislation. We presume that the 24 hrs x 7 days working time will be available at site, please confirm.</p>	<p><b>Answer No 2</b></p> <p>The Contractor will have full access to the construction site 24/7, the working hours and organization of the site shall be the full responsibility of the Contractor.</p> <p>The Employment act and other relevant legislation can be downloaded at <a href="https://www.srbija.gov.rs/tekst/en/130019/labour-law-and-other-laws-regulating-the-field-of-work.php">https://www.srbija.gov.rs/tekst/en/130019/labour-law-and-other-laws-regulating-the-field-of-work.php</a> or <a href="https://www.paragraf.rs/propisi/employment-act-republic-serbiahtml">https://www.paragraf.rs/propisi/employment-act-republic-serbiahtml</a></p>
<p><b>Question No 3</b></p> <p>Vol_1_S1_Instructions to tenderers, "In case that tenderer opt to use slag instead or river gravel it is obliged to secure stationary and/or mobile equipment driven on electric power and/or oil derivatives which, by its own, or with multiple separate equipment and operations ensures the following:</p> <ul style="list-style-type: none"><li>- demetalisation of slag with magnet</li><li>- slug crushing</li></ul>	<p><b>Answer No 3</b></p> <ol style="list-style-type: none"><li>1.No.</li><li>2. See the answer on question 8 of this clarification.</li></ol>



<p>- provide adequate granulation of the slag by processing or air cooled blast furnace slag i.e. technical stone.</p> <p>Kindly clarify</p> <ol style="list-style-type: none"><li>1. For installation of plant for demetalisation of slag any type of specific permissions are required.</li><li>2. The slag material is readily available at port at free of cost</li></ol>	
<p><b>Question No 4</b></p> <p>Vol_1_S1_Instructions to tenderers, The tenderer must take account of weather conditions and the requirement to prepare designs and obtain building permits prior to carrying out construction works.</p> <ol style="list-style-type: none"><li>1. Bidder understand the stated ' requirement to prepare to design' is purely realted to the temporaray design required for construction.- PI clarify</li><li>2. Request you to kindly clarify what are the building permits to be taken by contractor and what is the proceudre for obtaining the same.</li></ol>	<p><b>Answer No 4</b></p> <p>The Law on Planning and Construction can be downloaded at <a href="https://www.mgsi.gov.rs/cir/dokumenti/zakon-o-planiranju-i-izgradnji">https://www.mgsi.gov.rs/cir/dokumenti/zakon-o-planiranju-i-izgradnji</a> or <a href="https://www.paragraf.rs/propisi/planning-and-building-act-serbia.html">https://www.paragraf.rs/propisi/planning-and-building-act-serbia.html</a>.</p> <p>The building permit is issued on 16.07.2019</p>
<p><b>Question No 5</b></p> <p>Vol_1_S1_Instructions to tenderers, OTHER STAFF-It must be noted by the Tenderers that for all the proposed other staff the relevant Serbian national licences could be needed post-contract award and at the time of the commencement of their tasks, subject to the scope of their</p>	<p><b>Answer No 5</b></p> <p>The Law on Planning and Construction can be downloaded at <a href="https://www.mgsi.gov.rs/cir/dokumenti/zakon-o-planiranju-i-izgradnji">https://www.mgsi.gov.rs/cir/dokumenti/zakon-o-planiranju-i-izgradnji</a> or <a href="https://www.paragraf.rs/propisi/planning-and-building-act-serbia.html">https://www.paragraf.rs/propisi/planning-and-building-act-serbia.html</a></p>



<p>activities and provisions of the relevant national legislation.</p> <p>Request you to kindly provide the details of the followings-</p> <ol style="list-style-type: none"><li>1. Is it applicable for equipment/plant operators and helpers,</li><li>2. Procedure to obtain the Serbian national license</li><li>3. Any Specific document requirement to get the license.</li></ol>	
<p><b>Question No 6</b></p> <p>Vol_3_S3_Brief_Scope, "The Contractor shall satisfy himself about the content and accuracy of the Technical Specification. Notwithstanding that information and data may have been made available from consultants at the tender stage (Construction Permit - PGD stage Technical documentation; Vol.3 – Section 5). The Contractor is responsible to check the correctness of the information and to inform the engineer if something is incorrect</p> <p>Any data or information received by the Contractor, from the Employer or otherwise, shall not relieve the Contractor from their responsibility for the design and execution of the Works.</p> <p>Notwithstanding that information or data has been made available from design consultants or within these Technical Specification, it shall be the responsibility of the Contractor to analyse the information made available and</p>	<p><b>Answer No 6</b></p> <p>Contractor is responsible to check the content and accuracy of the Technical Specification at the tender stage (Construction Permit - PGD stage Technical documentation; Vol.3 – Section 5), and ensure sufficient information and data to develop the Design for Execution of Work (Construction Design) – PZI Project stage according to the Serbian Law for Planning and Construction.</p> <p>The Law on Planning and Construction can be downloaded at <a href="https://www.mgsi.gov.rs/cir/dokumenti/zakon-o-planiranju-i-izgradnji">https://www.mgsi.gov.rs/cir/dokumenti/zakon-o-planiranju-i-izgradnji</a> or <a href="https://www.paragraf.rs/propisi/planning-and-building-act-serbia.html">https://www.paragraf.rs/propisi/planning-and-building-act-serbia.html</a>.</p> <p>The Design for execution of works (Construction Design) is not a method statement.</p>



<p>satisfy himself as to the quality, accuracy and completeness of any such information and data and ensure that he has sufficient information and data to develop the design for execution of works, produce working drawings and details and undertake the construction of the Works in accordance with the terms and conditions of the Contract."</p> <p>We understand the followings-</p> <ol style="list-style-type: none"><li>1. Design of all permanent structures and issue of construction drawings will in Employer scope.</li><li>2. No any verifications/cross checks of the Design provided by employer is in contractors scope.</li><li>3. Design of only temporary works will be in contractors scope of works.</li><li>4. We understand the 'design for execution' means detail method statement including working drawings.Please Clarify.</li></ol>	
<p><b>Question No 7</b></p> <p>Vol_3_S2_Tech_Docs_and_Data, Hydrological Characteristics of the Danube River in the Terminal Zone</p> <p>Kindly provide the current details of Danube river at port.</p>	<p><b>Answer No 7</b></p> <p>Please See Vol.3, S2, Pts.2.5. Hydrological Characteristics of the Danube River in the Terminal Zone</p>
<p><b>Question No 8</b></p> <p>Vol_3_S4_Specific_Limits_and_Conditions, The material shall be provided by the slag supplier, ex Terminal location, without reimbursement. The slag manufacturer - supplier shall</p>	<p><b>Answer No 8</b></p> <ol style="list-style-type: none"><li>1. Slag material will be on disposal to Contractor free of charge (without reimbursement).</li><li>2. If Contractor opt to use the slag material, it shall be in line with the Regulation on technical and other requirements for slag, as a construction product intended for use in the construction, reconstruction, rehabilitation and maintenance of</li></ol>



<p>deliver all required certificates, perform tests and ensure technical data required by national and international laws, regulations and standards for slag</p> <p>1. We understand the slag material will be supplied by supplier at free of cost.- Please clarify</p> <p>2. Can Bidder use these materials directly for the filling purpose without any further treatment.</p> <p>3. What is the lead distance where these slag material will be supplied by supplier from existing facilities</p>	<p>embankments, backfills and bedding of public infrastructure facilities can be downloaded at: <a href="https://www.pravno-informacioni-sistem.rs/SlGlasnikPortal/eli/rep/sgrs/vlada/uredba/2018/69/1/reg">https://www.pravno-informacioni-sistem.rs/SlGlasnikPortal/eli/rep/sgrs/vlada/uredba/2018/69/1/reg</a></p> <p>3. Slag material is available within the 500m range from the construction site.</p>
<p><b>Question No 9</b></p> <p>Vol_2_S3_Particular Conditions, Procurement and Grants for European Union External Actions - A Practical Guide” as issued by the European Commission in 2019</p> <p>1. Bidder understand the procurements required for project work will be carried out as per the PRAG guidelines-PI clarify</p> <p>2. Bidder request to kindly provide the document of PRAG.</p> <p>3. kindly clarify for the procurement of materials required for temporary works also comply the guidelines as per PRAG or it is not mandatory.</p>	<p><b>Answer No 9</b></p> <p>(i) The procurement procedures under the project are conducted in accordance with EIB’s Guide on Procurement for projects financed by EIB (can be downloaded at <a href="https://www.eib.org/en/projects/cycle/procurement/index.htm">https://www.eib.org/en/projects/cycle/procurement/index.htm</a> and Practical Guide PRAG (can be downloaded at <a href="https://ec.europa.eu/europeaid/prag/">https://ec.europa.eu/europeaid/prag/</a>)</p> <p>(ii) PRAG document(s) can be downloaded at <a href="https://ec.europa.eu/europeaid/prag/">https://ec.europa.eu/europeaid/prag/</a></p> <p>(iii) Procurement of materials required for temporary works by the Contractor does not need to comply with the guidelines as per PRAG.</p>
<p><b>Question No 10</b></p> <p>Vol_2_S3_Particular Conditions, Management Meeting-.....The contents of these document may not be construed, in any way, as giving notice or instructions under the Contract.”</p>	<p><b>Answer No 10</b></p> <p>The Tender Dossier has been carefully tailored to follow the 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>Bidder Request to kindly modify the same as- whatever discussions or instructions during the meeting shall be construed as notice or instruction under the Contract. And it should be followed by an official communication from Employer/Engineer.</p>	
<p><b>Question No 11</b></p> <p>Vol_2_S3_Particular Conditions, <b>CI no 4.1-Contractor's General Obligations-</b></p> <p>The Contractor shall prepare and submit As-Built Design documents in three (3) printed copies and seven (7) copies in electronic version.</p> <p>As-Built Design documents shall also contain:</p> <p>Design for maintenance of structures (Projekat održavanja objekta) made by licensed designing company;</p> <p>-Design of original terrain data (survey study) made by licensed surveying company;.</p> <p><b>CI no 18.6-Professional Indemnity Insurance for Design</b></p> <p>Bidder understand the contractors obligation towards the design is covers only</p> <ol style="list-style-type: none"><li>1. As built design is only for the temporary works required for permanent constructions carried out by contractor AND not related to permanent design.</li><li>2. As built drawings after completion of project work</li></ol>	<p><b>Answer No 11</b></p> <p>The Law on Planning and Construction can be downloaded at <a href="https://www.mgsi.gov.rs/cir/dokumenti/zakon-o-planiranju-i-izgradnji">https://www.mgsi.gov.rs/cir/dokumenti/zakon-o-planiranju-i-izgradnji</a> or <a href="https://www.paragraf.rs/propisi/planning-and-building-act-serbia.html">https://www.paragraf.rs/propisi/planning-and-building-act-serbia.html</a></p> <p>The list of licensed designing companies can be downloaded at <a href="https://www.mgsi.gov.rs/cir/dokumenti/velike-licence">https://www.mgsi.gov.rs/cir/dokumenti/velike-licence</a>.</p> <p>The list of licensed surveying companies can be retrieved at <a href="https://katastar.rgz.gov.rs/GeoOrgPublic/GeoOrgPublic.aspx">https://katastar.rgz.gov.rs/GeoOrgPublic/GeoOrgPublic.aspx</a></p>



<p>3. Topography survey etc. Please clarify the above.</p> <p><b><u>Design for maintenance of structures and terrain data</u></b></p> <p>1. What covers under the design for maintenance of the structures.</p> <p>2. Kindly provide the list of licensed designing company and licensed surveying company for contact purpose.</p>	
<p><b>Question No 12</b></p> <p>Vol_2_S3_Particular Conditions and Vol_3_S1_Gen_Info, Rights of Way and Facilities and General Layout of the Site Area Available for the Installation of the Site Office,</p> <p>1, Bidder understand the site area provided by client is free of cost to contractor-PI clarify</p> <p>2. Contractor can set up the contractors site office, Engineer office,</p> <p>3. We presume that area required for site establishment such as staff camp, labour camp, batching plant, precast yard, fabrication yard, pile stacking area etc will be provided at free of cost. Please confirm and provide the location for the same.</p>	<p><b>Answer No 12</b></p> <p>The area required for site establishment such as staff camp, labor camp, batching plant, precast yard, fabrication yard, pile stacking area, etc. will be provided as a part of Terminal area and can be used until this area become subject of work execution.</p>
<p><b>Question No 13</b></p> <p>Vol_2_S3_Particular Conditions, <b>Progress Reports</b></p> <p>The contents of these document may not be construed, in any way, as giving notice or instructions under the Contract.</p>	<p><b>Answer No 13</b></p> <p>The Tender Dossier has been carefully tailored to follow the 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>Bidder request to kindly delete this clause.</p>	
<p><b>Question No 14</b></p> <p>Vol_2_S3_Particular Conditions, <b>Records of Contractor’s Personnel and Equipment</b></p> <p>Replace the second sentence with the following:</p> <p>“Details shall be submitted each week, in a form agreed with the Engineer within twenty eight (28) days after Notice to Commence, but in any event, prior to any notice under Sub-Clause 20.1 [Contractor’s Claims], until the Contractor has completed all work which is known to be outstanding at the completion date, stated in the Taking-Over Certificate for the Works.</p> <p>The actual contemporary records, items/format, shall be agreed in advance with the Engineer”.</p> <p>Bidder request to reinstate the original FIDIC Clause.</p>	<p><b>Answer No 14</b></p> <p>The Tender Dossier has been carefully tailored to follow the 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><b>Question No 15</b></p> <p>Vol_2_S3_Particular Conditions, Epidemics</p> <p>Bidder request to add at the end of this sub-clause as</p> <p>“Any delay or stoppage of Work due to Govt Notifications or Employer’s Instruction will be claimed for EOT and additional Cost</p>	<p><b>Answer No 15</b></p> <p>The Tender Dossier has been carefully tailored to follow the 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><b>Question No 16</b></p> <p>Vol_2_S3_Particular Conditions, <b>Taking Over of Parts of the Works</b></p> <p>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. Taking-Over certificate will be issued only after completion of all the works in spite of the 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>Bidder understand any delay or impact in relation with use of any of the works during construction by Employer , then Contractor is eligible right to claim both Time and Cost for the same.- PL clarify</p>	<p><b>Answer No 16</b></p> <p>All contractual obligations, allocation of risks including rights to claim are going to be in accordance with General and Particular Conditions of Contract as given in Volume II forms Vol_2S2_General Conditions and Vol_2_S3_Particular Conditions of Contract.</p>
<p><b>Question No 17</b></p> <p>Vol_2_S3_Particular Conditions, The Contract Price-In sub-paragraph 14.1, after item (d), add new item (e) as follows:</p> <p>“(e) The Accepted Contract Amount shall be deemed to include;</p> <ul style="list-style-type: none"><li>• all taxes, business taxes, duties, port dues, quay dues, and other charges that may be levied in accordance with laws and</li></ul>	<p><b>Answer No 17</b></p> <p>Project is VAT exempt, for duties, taxes and procedures regarding those please see Volume 2, Form Vol_2_S7 – Instruction to Contractors on Custom/Duties/VAT and Taxes for this EBI – co-funded Contract – General information about the legal basis and procedures for Duties and Taxes.</p>



regulations in force on the date twenty eight (28) days prior to the latest date for submission of tender, imposed outside the Employer's Country,

- taxes and other charges, in compliance with the national laws in force on the date twenty eight (28) days prior to the latest date for submission of tender, concerning the execution of the project, imposed within the Employer's country,

on the Contractor's equipment, plant, materials, and supplies (whether permanent or temporary) acquired for the Contract, and on services performed under the Contract.

VAT on Payment Certificates will be paid in compliance with the national laws concerning the execution of the project.

It states the accepted contract price is inclusive of the all taxes and duties where as in the form of tender the final tender price is excluding the VAT.

PI clarify whether Accepted Contract Amount is incl. of all Taxes (incl VAT) or not.



<p><b>Question No 18</b></p> <p>Vol_2_S3_Particular Conditions, <b>Advance Payment</b> - The terms and conditions for the Advance Payment Guarantee shall be the same as those stated in Sub-Clause 4.2 for a Performance Security.</p> <p>Bidder request to Kindly allow contractor to consider insurance bond in lieu of payment guarantee- PI confirm.</p>	<p><b>Answer No 18</b></p> <p>Guarantees shall be in the form given in Volume 2 of the Tender Dossier, acceptable to the Employer.</p>
<p><b>Question No 19</b></p> <p>Vol_2_S3_Particular Conditions, <b>Payment</b> - The date of payment shall be the date on which the Employer's account is debited.</p> <ol style="list-style-type: none"><li>1. Request to change that the date of payment shall be the date on which the Contractor's account is credited.</li><li>2. Bidder request to consider Engineer to certify the payment statement within 15 days after submission of invoice</li></ol>	<p><b>Answer No 19</b></p> <p>The Tender Dossier has been carefully tailored to follow the 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><b>Question No 20</b></p> <p>Vol_2_S3_Particular Conditions, <b>Delayed Payments</b> - 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:</p> <ul style="list-style-type: none"><li>- 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</li></ul>	<p><b>Answer No 20</b></p> <p>The Tender Dossier has been carefully tailored to follow the 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>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).</p> <p>1. Bidder request to consider an interest is to be paid alongwith delayed payment. If payment of interest is delayed, then interest will be applicable on the due interest amount at the same rate.</p> <p>2. Request to change 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 Contractors account is credited</p>	
<p><b>Question No 21</b></p> <p>Vol_2_S3_Particular Conditions, Payment of Retention Money</p> <p>1. Bidder request to kindly consider retention security/insurance bond towards 100 percent amount of retention money</p>	<p><b>Answer 21:</b></p> <p>The Employer will accept a Retention Money Guarantee in the total amount of retention money. The Guarantee must acceptable to the Employer, in the form given in Volume 2 – Vol_2_S6_Retention Guarantee.</p>
<p><b>Question No 22</b></p> <p>Vol_1_S2_Form of Tender, Number of members of Dispute Adjudication Board (DAB)-One</p> <p>Bidder request to consider 03 number of members of DAB</p>	<p><b>Answer No 22</b></p> <p>Taking into consideration complexity of the works and value of contract one number of DAB deems to be sufficient.</p>



<p><b>Question No 23</b></p> <p>Vol_1_S2_Form of Tender, Appointing entity (if Parties fail to agree upon the appointment) -The President of the Board of the Association of Consulting Engineers of Serbia (ACES) or a person appointed by the President.</p> <p>Is there any condition binding that the DAB member should be from Serbia? Can DAB member be other than Serbian national?- PI clarify</p> <p>Will the DAB member chosen by ACSE has be a member of ACSE or it can be any other person than the member of ACSE?-PI clarify</p>	<p><b>Answer No 23</b></p> <p>In case the parties fail to agree upon the appointment the Member of DAB will be appointed as given in the Tender Dossier. The manner and appointment of the DAB member shall be regulated by good international practices and shall follow rules and regulation of the ACSE applicable to the contracts of this scope, size and complexity.</p>
<p><b>Question No 24</b></p> <p>Vol_1_S2_Form of Tender, Place of arbitration-Belgrade, Republic of Serbia</p> <p>Bidder request to kindly consider neutral place of arbitration such as Singapore.</p>	<p><b>Answer No 24</b></p> <p>The Tender Dossier has been carefully tailored to follow the 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 in the place of arbitration due to Covid -19 crises and possible travel restrictions.</p>



<p><b>Question No 25</b></p> <p>Vol_2_S7_Tax_and_Custom_Arrangement, TAX AND CUSTOMS ARRANGEMENTS</p> <p>Bidder request to clarify whether the project enjoys any tax exemption from the below-</p> <ol style="list-style-type: none"><li>1, Corporate Taax</li><li>2. VAT on Sales and Purchase</li><li>3. Custom duty on import material and services</li><li>4. Income Tax on ex-patriate employees</li><li>5. Social security contribution of ex-patriate employees</li><li>6. Any other taxes and duties</li></ol>	<p><b>Answer 25</b></p> <p>Project is VAT exempt.</p>
<p><b>Question No 26</b></p> <p>GENERAL, Electricity</p> <ol style="list-style-type: none"><li>1. We assume that the Power supply required for project work and temp facilities will be at free of cost.</li><li>2. We request you to provide tapping point and lead for electrical supply.</li></ol>	<p><b>Answer No 26</b></p> <p>See Vol.3 S4, Pts.1.2. Transformer Substation and Electrical Installations. The electrical supply required for the project work and temp facilities have to be paid by the Contractor according to the condition of Electric supply company.</p>
<p><b>Question No 27</b></p> <p>GENERAL, Water</p> <ol style="list-style-type: none"><li>1. We assume that the Water supply required for construction work and drinking water will be at free of cost.</li><li>2. We request you to provide tapping point and lead for water supply.</li></ol>	<p><b>Answer No 27</b></p> <p>See Vol.3 S4, Pts 1.3. Existing water supply, also Tender (Vol. 3 S5, Item 11) and Design for building permit design: Volume 3.1. The Water supply required for construction work and drinking water have to be paid by Contractor, according to conditions of Water supply company</p>