



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. 38 to TD

Volume 1, Section 1, Instruction to Tenderers

Volume 2, Section 3 Particular Conditions

Volume 4, Section 2.1 BoQ

Clarifications 3, 8, 10, 12, 26

QUESTIONS	ANSWERS
<p>Question No 1</p> <p>As specified on the page 8 and 9 of Volume 1, Section 1, Instruction to Tenderers: "the Bidder must demonstrate that it will have access to the key Contractor's equipment listed, amongst requires Concrete plant or Contract with local supplier which should be located not further than 35 km from the construction site."</p> <p>We believe that the manner in which the distance is measured should be clarified, either by road network or by air.</p>	<p>Answer No 1</p> <p>By road network.</p>



<p>Question No 2</p> <p>According to the answer provided in the Clarification No 12 to TD, question No 1, the Form 4.3 Power of attorney is missing and should be downloaded from the following address https://ec.europa.eu/europeaid/prag/document.do?nodeNumber=5.8 under 5.8.List of Annexes under D4h.</p> <p>We tried to download it but the answer we received was Server inaccessibility. Due to this situation, in order to maintain the official role of your entity in this process and also in order to avoid further possible misunderstandings and delays, e.g. economize the process, we suggest publishing this Format defined in Form 4.3.</p>	<p>Answer No 2</p> <p>Kindly note that the Contracting Authority cannot be responsible for accessibility of servers maintained by the European Commission. The server from the link given may have been temporarily unavailable for a short period of time. Clarification no 12, Answer 1 has given all the information the form contains itself (screenshot of the form). For ready reference the form is attached to this clarification.</p>
<p>Question No 3</p> <p>We don't see a clear and complete answer to the question No1 of Clarification No 3 to TD and we kindly ask you to provide complete and more precise information.</p>	<p>Answer No 3</p> <p>Please, refer to Clarification 7, answer 2.</p>
<p>Question No 4</p> <p>Regarding the matter of insurance, the Volume 2, Section 3 specifies as follows:</p> <p>Add new Sub-Clause 18.6</p> <p>"The Contractor shall effect Professional indemnity insurance, which shall cover the risk of professional negligence in the As-built Design and Drawings. The minimum amount and time limits of Professional indemnity</p>	<p>Answer No 4</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>



insurance for this contract shall be as stated in the Appendix to Tender."

Since in your answer to Question 11 in Clarification No 10 you invoke the Law on Planning and Construction we revised the Law and we did not find any indications on As Built Design insurance. The Law defined elaboration of As Build design documentation, procedures and attorneys

Since As Build Design is i) based on previously prepared documentation (remember the Building Permit Design already exists and was duly approved, but not prepared by tenderers) and ii) contains minor corrections between the design end constructed structures, and iii) is delivered to the Entity after Taking Over Certificate has been issued, and iv) once the Taking over certificate is issued, the works executed cannot be insured by the Contractor under Contractor's all risk policy (CAR), and the risk passes to the Entity which may, or not, insure the project executed as a completed civil work, we do not see how we can incorporate,- the request defined in Sub-Clause 18.6 in insurance of CAR which ceases once the Taking over Certificate is issued.

We therefore ask to eliminate the Sub-Clause 18.6 Volume 2, Section 3



<p>Question No 5</p> <p>Regarding the answer No 12 of Clarification No 10, please define the size of the area and confirm that the usage will be free of charge for the Contractor.</p>	<p>Answer No 5</p> <p>Regarding the size, please refer to Clarification 10, answer 12, quote" will be provided as a part of Terminal area and can be used until this area become subject of work execution" end of quote. Kindly note that the size of the area is limited by the Terminal area and work execution.</p> <p>The area will be free of charge for the Contractor.</p> <p>Please, refer to answer 9 on this clarification, too.</p>
<p>Question No 6</p> <p>Question 20 of Clarification 8 to TD says:</p> <p>"Since there are discrepancies between the Bill of Quantities and the Technical Documentation we received, please clarify which of the two is valid". The answer No 20 to this question says:</p> <p>'The Bill of Quantities"</p> <p>We consider that</p> <p>a) If the answer confirms that the technical specifications are not in accordance with the Bill o quantities, those discrepancies must be identified and corrected in the Tender documentation.</p> <p>b) Following the orders of General Conditions of the Contract based on FIDIC red book and Particular Conditions, you should take into account that the Sub-Clause 1.5 clearly identifies the priority of document and clearly shows that the Bill of Quantities does not have priority over the Technical Specifications.</p> <p>"(2) The following documents shall be deemed to form and be read and construed as part of this</p>	<p>Answer No 6</p> <p>Kindly note that the answer you refer to is applicable to a specific case from the question 20 in the subjected clarification and shall be taken into consideration while preparing the tender. The listed documents and their order of precedence is applicable during the implementation of contract. The potential omissions from the technical specifications found out and clarified during the tendering phase will be taken into consideration while preparing the final contract.</p>



contract, in the following order of precedence:

- (a) the Contract Agreement,
- (b) the Form of Tender for Works Contract with Annex 1 (Annexes 1a, 1b and 1c)
- (c) the Particular Conditions with Appendix to Tender (Annex 2 of the Form of Tender),
- (d) the General Conditions,
- (e) the Technical Specifications
- (f) the Design Documentation listed in Sections 1 and 2 of Volume 5 of the Tender Documents;
- (g) the (Bill of quantities after arithmetical corrections.
- (h) the Contractor's Technical Proposal including the Forms.
- (i) Modifications No....to ... to the Tender Dossier
- (j) any other documents forming part of the contract."

Therefore, we kindly ask you to make appropriate modifications in due time.

Question No 7

Borrow pit excavation, including the transport up to the maximum distance of 5 km, is mentioned in the Bill of Quantities, under the item 9 (BoQ - item 9. Terminal Roads and Parkings, item 2.2.1.02.04) and item 1 (BoQ - item 10. Access Road, item 2.2.2.02.04).

Answer No 7

The exact location of the borrow pit shall be defined in the Construction Design which is Contractor's responsibility.

The prospective Tenderer can calculate with transport distance different that estimated by the Designer of the Design for Construction Permit.

As regard to the fee for usage of borrow pit, please refer to: the - Law on fees for the usage of public goods
<https://www.paragraf.rs/propisi/zakon-o-naknadama-zakoriscenje-javnih-dobara.html>



<p>Can you specify the exact borrow pit and whether a fee is charged for using thereof?</p>	<p>- Decision on determining the initial amount of lease on which water-land in public ownership can be leased https://www.pravno-informacioni-sistem.rs/SlGlasnikPortal/reg/viewAct/19dfdbb4-84cc-4ceb-9794-fa80678c0924</p>
<p>Question No 8</p> <p>In the item 2.2.1.02.06 (BoQ - 9. Terminal Roads and Parkings; Sub-schedule 9.1-SAO2 Road, 2.2.1.02.00 EARTHWORKS) we found that quantity of 80.75m³ refers to the "construction of embankment with gravel sandy material". Since other items with the exact same mark refer to the "construction of stabilized shoulders ", We kindly ask you to define accurate description of the item under subject, and to make correction if appropriate.</p>	<p>Answer No 8</p> <p>Description in the item 2.2.1.02.06 (BoQ - 9. Terminal Roads and Parkings; Sub-schedule 9.1-SAO2 Road, 2.2.1.02.00 EARTHWORKS) is repeated by mistake and it shall be as follow: CONSTRUCTION OF STABILIZED SHOULDERS</p> <p>This item includes construction of shoulder covered with sand, gravel or stone chippings of designed thickness and width. Minimum thickness of top layer is 15 cm. The shoulder shall be covered with these materials in the designed thickness fully in according to designed cross section and with a special super-elevation due to compaction.</p> <p>Horizontal edges shall be made in accordance with the Design. Any deviations from the designed lines are allowed only to prevent the occurrence of visual obstructions.</p> <p>Measurement and payment per m³ of stabilized shoulder.</p>
<p>Question No 9</p> <p>In accordance with your answer to the question No. 5 within the Clarification request No. 26, we once again addressed the management of the Port of Smederevo on 04.09.2020 at 15h and received the reply stating that without the order of the Employer (Ministry of Construction, Transport and Infrastructure) they were not able to grant the right to visit the Port of Smederevo.</p> <p>Considering the value and complexity of the Project, we kindly ask you to reply once again whether it is possible to visit the</p>	<p>Answer No 9</p> <p>Kindly note that PRAG forbids any site visit of the Contracting Authority and a particular economic operator apart from site visits organized and published in the tender documents applicable to all interested economic operators. Since this question was raised by a few interested parties who missed the first site visit, the Contracting Authority has decided to organize one more site visit for all potential tenderers.</p> <p>Kindly note that the additional site visit shall be organized on Friday, September 18, 2020 at 10:00 local time at the Smederevo port, address "Nova Luka" street Salinacka bb. Personal Identification (ID card or passport) will be required to be presented at the entrance, as well as a power of attorney on behalf of the tenderer for respective person(s) to participate at the site visit. No clarification meeting will be held afterwards.</p> <p>No additional site visit(s) will be organized by the Contracting Authority after the one on September 18, 2020.</p>



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

Port of Smederevo, and if so, in which manner?	
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<p>Question No 10</p> <p>In the item 02-03 (BoQ - 3. Vertical Quay and Vertical Embankment Structure; 02-00 EARTHWORKS) is stated that UoM is "per piece of filter layer". Please confirm that the correct unit of measure is m² instead of pieces and make corrections of BoQ accordingly.</p>	<p>Answer No 10</p> <p>Correct measure (BoQ – 3, item 02-03) is pcs. In the zone of weep holes, locally the round filter of bulk, and crushed stone should prevent silty and small sandy particles to wash out. This BoQ item is in connection with the same BoQ item 07.01.</p>
<p>Question No 11</p> <p>Considering item 03-05 (BoQ - 4. Sloped Embankment Structures; 03-00 CONSTRUCTION of SLOPED EMBANKMENT STRUCTURE IN THE DOWNSTREAM TERMINAL SECTION (sector 3)), we found its description, quantity and UoM rather confusing. Especially because of similarity of the item 03-0 "Procurement, transport and installation of water impermeable MB 30-86 concrete and M150 fros resistance, in accordance with the design for the construction of reinforced concrete support beams..." and item 03-04 "Construction of reinforced concrete support beams.". Please, note that UoM for concrete beams construction is usually m³, as it is in the item 03-04. Please make further explanation and clarification regarding item 03-05.</p>	<p>Answer No 11</p> <p>The correct unit of measure is m³.</p>
<p>Question No 12</p> <p>In the Item 5.1 (BoQ - 5. Road bridge; V INSULATION WORKS) there is a difference between unit of measure in item description ("Calculation per m² of completed insulation") and UoM (m³). Please confirm that the correct unit of</p>	<p>Answer No 12</p> <p>The correct unit of measure is m².</p>



<p>measure is m² and make corrections of BoQ accordingly.</p>	
<p>Question No 13</p> <p>In four (4) items with same mark 07-01 (BoQ - 12. Water supply, sewage and drainage installations; 12. Internal building installations; sub-schedules: ADMINISTRATIVE BUILDING - WATER SUPPLY; BUILDING FOR SHIP CREW-WATER SUPPLY; GATEWAY CONTROL-WATER SUPPLY; RAILTRACK GATEWAY CONTROL -WATER SUPPLY; 07-00 INSULATION WORKS) there is a difference between unit of measure in item description ("Calculation per m² of completed item.") and UoM (m'). Please confirm that the correct] unit of measure is m² and make corrections of BoQ accordingly.</p>	<p>Answer No 13</p> <p>The correct unit of measure is m².</p>
<p>Question No 14</p> <p>In the Sub-schedule A3 POWER BLOCK - ADMINISTRATIVE BUILDING (BoQ - 16. Heating, cooling and ventilation installations; ADMINISTRATIVE BUILDING) there are two items no. 11, one in order and between items no. 13 and 14. Please clarify whether the item described as "Transport and installation of manometer valves - R 1/2"" belongs there and if it is so, correct the ordinal numbers consequently</p>	<p>Answer No 14</p> <p>Kindly note that Item 11 between items no. 13 and 14. shall be skipped.</p>