

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. 41 to TD

Volume 1, Section 2 – Form of Tender Volume 4, Section 2.1 - BoQ Clarification No 24

QUESTIONS	ANSWE

Question No 1

Vol_11S2_Form of Tender page no. 07 of 18 – delay damages for the Works 0.1% of the Accepted Contract Amount in EUR (euro) per calendar day. Considering the scope of work, Bidder requests you to kindly amend the delay damages 0.1% per week basis from day bases.

Answer No 1

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.

ERS

Question No 2

Vol_4_S2_1_Bill_of_Quantities item 7. Reconstruction of the existing quay item No. 3.01 and 3.02 - procurement, transport to the site and pilling to the projected depth of 'Larsen" 25 steel sheet piles, steel quality S 240 GP, length 15.0 and 10.0 (25%), weight 206 kg/m² of the wall, in accordance with the design. Slabs must not contain corrosion with passable grooves which fit well. The price includes all costs of transport,

Answer No 2

The Contracting Authority considers information given in the Tender Dossier sufficient for preparation of the Tender. Please note that the complete project/technical documentation has been provided. All appropriate details are provided in the Design for Permission. Preparation of the Detailed design and the method statement are obligation of the Contractor.



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transfer, drilling of all required openings, including connection of several slabs for joint pilling. The price also includes the construction of special, corner ends that are not calculated separately. The price shall also include special technological requirement where piles are temporarily sheet suspended on the existing structure until they are tied with long slabs. Calculation per m² of the completed slab wall.

Could you please provide us with more details about the sheet pile interlocking, longer planks and shorter planks and the joining of sheet pile length to 1.0 m (every fourth slab).

Question No 3

Clarification No 24 to TD 1of 1, Answer no. 1 – there are no penalties/claims foreseen in the event of pandemics/epidemics either for a contractor or the contracting authority. Please see Volume 2, Particular Conditions of Contract, Clause 6.14 which defines the procedures in case of pandemic.

Please confirm that, if the outbreak of COVID – 19 completely prevents a party from performing, as opposed to causing an unforeseeable shortages in the availability of personnel or Goods, such circumstances shall be treated as a Force Majeure Event.

Answer No 3

- 1. Kindly note that the Contracting Authority cannot provide answers to this type of questions at the moment. The COVID 19 pandemic is outside of control of the Contracting Authority and no stipulations or possible scenarios can be undertaken at the time being. All issues that may arise during the contract implementation due to pandemic of COVID-19 will be settled in accordance with the applicable contract clauses as well as the government instructions for combating pandemic of COVID-19.
- 2. The same answer applies to this question as the answer above under 1.



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2. You have stated that "there are no penalties/claims foreseen in the event of pandemics/epidemics either for a Contractor or the Contracting Authority". Please confirm that this means that, in the event of delay caused by pandemics/epidemics (including COVID - 19) and/or any governmental actions in that respect (as described in Clause 6.14 of the PCC) the Time for completion shall be extended, pursuant to clause 8.4 of the GCC (Extension of Time for Completion).