

## Clarification No. 4

### TENDER DOSSIER FOR WORKS

Publication Ref: Europe Aid/139549/IH/WKSUG

**Subject: Civil Works for the Rehabilitation of the Tororo-Gulu railway line**

**Location: UGANDA**

#### Question 1:

Regarding prices 14.02 / 14.03 / 14.04, could you send us the drawing mentioned in the vol.3 technical specifications, or specify us the number of offices, cabin and washhouse to build with the necessary surface for each?

#### Response to Question 1:

Please find in annex typical drawings for 14.02 offices for the Resident Engineer. This needs to be adapted to the requirements to cater for the following staffs:

- Key experts	Estimated no WD
- Team leader - Resident Engineer - Railway Engineer	726
- Pavement/Materials and Quality Control Engineer	660
<i>Non key experts</i>	
Measurement Engineer/Quantity surveyor	330
CAD Specialist	44
Structural Engineer	44
Environmental, Social & Health Specialist	330
Claims specialist	88
Inspector 1	682
Inspector 2	660
Senior Laboratory Technician 1	660
Laboratory Technician 2	660
Surveyor	682

For 14.03 and 14.04, please refer to the Volume 3 – Technical specification items 14.03 and 14.04 for one of each.

#### Question 2:

Question 2: Kindly provide us with the laboratory equipment list to provide under the contract and its price 14.07b?

#### Response to Question 2:

Laboratory equipment is item 14.09 of the volume 3 – Technical specification.

Please refer to the sentence : " The Contractor shall immediately after the award of the Contract prepare and submit for the approval of then Engineer a list showing all instruments and apparatus to be purchased."

Indicatively the tests will be carry for :

- Ballast or aggregates : refer to specification 82.01
- Soil strength and slope and embankment stability – in situ soil characteristic : refer ti specification 36 and 37
- Steel sleepers and rails profiles

#### Question 3:

Kindly provide us with the drawing for the laboratory to erect under the contract and its price 14.08b?

Response to Question 3:

Please refer to Volume 3 – Technical specifications, item 14.08

Question 4:

Could you specify the tax regime which will be applied to this project?

Response to Question 4:

Please refer to clarification No 1, question 12. Furthermore, the tax regime shall be determined by Ugandan tax laws.

Question 5:

Could you confirm that the equipment inventory as listed on page 15 of the Detailed Design Report Vol.2 is present on the different stations? Should we understand that these stocks are made available free of charge to the Contractor to replace any missing parts on the railway line?

Response to Question 5:

The list of material available and reusable shall be confirmed by the supervisor. Those recommended will be made available free of charge to the contractor

Question 6

You specified that the tamping machine is duomatic Plasser and Theuer type. Could you tell us the machine model and age?

Response to Question 6

The model is specified is clarification No 1, question 5. The tamping machine is 5 years old.

Question 7

Could you confirm that tests have been conducted on the sleeper steel characteristics? If so, kindly share with us the results.

Response to Question 7

No tests have been conducted on the sleepers steel characteristics

Question 8

Question 8: Could you confirm which of the 2 locations is the pk 0+000 for the lane removal between the Tororo Yard at the Tororo Station and the turnout between the Gulu Line and the Kampala Line?

Response to Question 8

The pk 0+000 is at the Tororo Station as shown in the Vol. 2A annex drawings of the detailed design.

Question 9

Kindly confirm that in no event shall the Contractor be liable for any indirect or consequential damage arising under or in relation to this contract?

Response to Question 9
No we cannot confirm. Please refer to Art. 16.1 of the contract's General Conditions
Question 10
Could you confirm that the payment of the amounts due under each IPC shall be made within 30 days of such certificate of statement being delivered to the contracting authority accompanied with the contractor's invoice, and in all cases, no later than 45 days from such issuance.
Response to Question 10
No we cannot confirm. Please refer to Art. 44.3 of the Contract's General Conditions
Question 11
In reference to Article 9 of Volume 2 Section 2 ("General Conditions"), please confirm that the works shall not start before the site has been completely placed at the disposal of the contractor, as it is a necessary condition for the contractor to be able to complete all his obligations regarding the "Rehabilitation of the Tororo-Gulu Railway" project. In the case where only a part of the site is placed at the disposal of the contractor, then can you confirm our understanding that, in the spirit of that Article 9, such part shall be sufficient to allow to perform all the Works under the Contract.
Response to Question 11
In accordance with the article 9.1, the access to site shall be granted in conformity with the progress of the works, and in accordance with the approved programme of implementation of tasks referred to in Article 17. This should allow the contractor to perform all the works under the contract.
Question 12
As under clause 33.3 of the Volume 2 Section 2 ("General Conditions"), the works shall not start later than 180 days after notification of the award. In addition, as the contractor shall wait for the administrative order of the supervisor to start the works, as provided under clause 31.1 of Volume 2 Section 2, we understand that, to meet all the requirements of both Clauses 33.1 and 33.3, in all cases, the contractor shall wait to receive the administrative order before "implementing the tasks" under the contract. Also, that the issuance of the administrative order to start the works shall not be delayed by the supervisor for more than 180 days from the notification of the award, and that the administrative order shall not require a start of the works later than 180 days from the notification of the award. Can you please confirm?
Response to Question 12
According to Art. 33, the supervisor issues an administrative order notifying the contractor of the date on which the period of implementation of tasks must start. Save where the parties agree otherwise, the period of implementation of tasks shall start no later than 180 days following notification of award of the contract.
Question 13
For the sake of clarity, regarding Article 16.2 of Volume 2 Section 2 ("General Conditions") and to allow us to subscribe to the proper insurance programme, can you please confirm that the "Insurance of liability related to the soundness of the works" relates to the decennial insurance for defects on the structure? As a reminder this 10-year liability is defined under the Belgian law (that you refer to), in the Belgium civil code under article 1792 and 2270, with the defects covered by the 10 years' liability defined as "defects affecting or likely to impair the strength or the stability of the structure" ("pour les vices portant atteinte ou susceptibles de porter atteinte à la solidité ou la stabilité d'un ouvrage."). Such insurance exists on the insurance market. If you refer to another type of insurance, please precise what insurance you refer to when quoting "Insurance of liability related to the soundness of the works".
Response to Question 13
According to Art. 69.1 "this contract shall be governed by the law of the country of the contracting authority or, where the contracting authority is the European Commission, by the applicable European Union law complemented where necessary by the law of Belgium.". In our case the contracting

authority is the Ministry of Finance Planning and Economic Development/National Authorising Officer for the EDF. So the Ugandan law governs the contract. The contractor is required to provide insurance of liability related to the soundness of the works in accordance with Ugandan law.

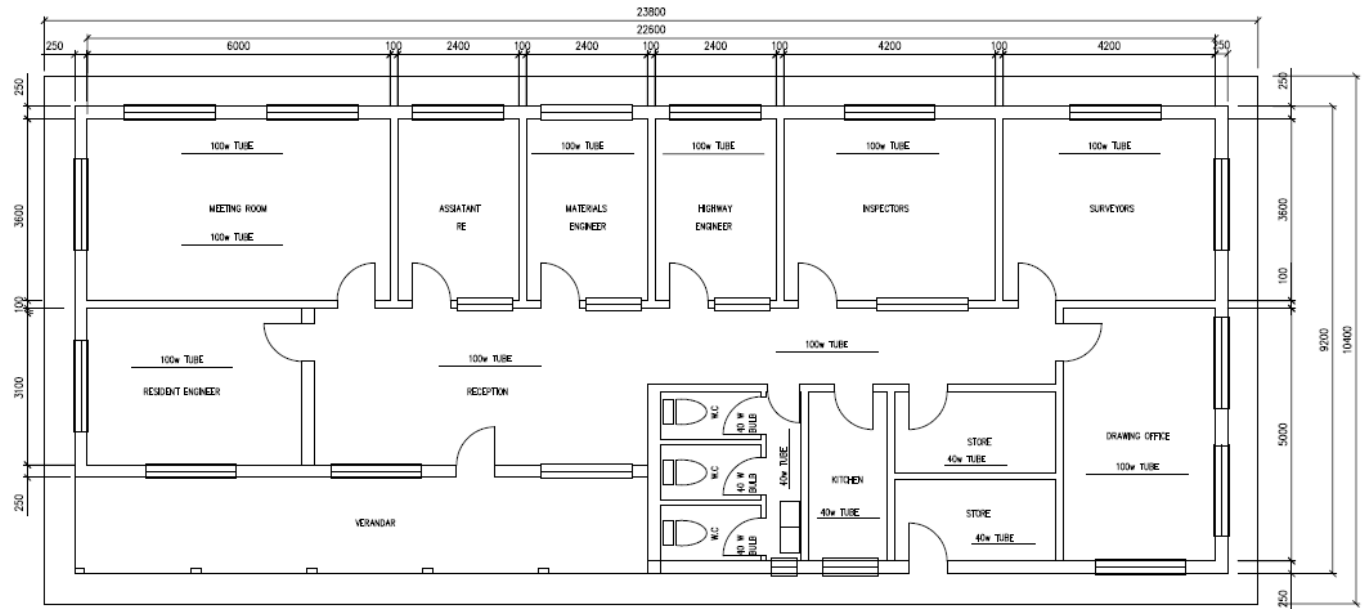
Question 14

Please confirm that clause 16.1 (a) of Volume 2 Section 2 refers to the decennial liability for defects on the structure under Belgian law, defining the said defects as affecting or likely to impair the strength or the stability of the structure (Belgian civil code article 1792 and 2270 defining defects covered by the 10 years' liability as follows: "pour les vices portant atteinte ou susceptibles de porter atteinte à la solidité ou la stabilité d'un ouvrage.")

Response to Question 14

See response No 13

Annex: Typical drawings for offices for the Resident Engineer



RE's SITE OFFICE – TYPICAL LAYOUT PLAN  
SCALE 1:50

- NOTES:**  
 THESE NOTES ARE PROVIDED AS ADDITIONAL REQUIREMENTS TO THOSE IN SECTION 1400 OF THE GENERAL SPECIFICATIONS AND SPECIAL SPECIFICATIONS
1. THE DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE STATED.
  2. THE DRAWING IS TO BE READ TOGETHER WITH THE PROJECT SPECIFICATIONS.
  3. THE NUMBER OF ROOMS AND SIZE MAY VARY.
  4. FOUNDATIONS OF THE BUILDINGS TO BE SUITABLY CONSTRUCTED TAKING INTO ACCOUNT THE LOCAL SOIL CONDITIONS ON SITE AS AGREED BY THE ENGINEER.
  5. FLOORS OF THE BUILDINGS TO BE 100MM CONCRETE WITH SMOOTH STEEL FLOAT FINISH.
  6. THE WALLS OF THE BUILDINGS TO HAVE A SUITABLE PLASTER RENDERING BOTH INSIDE AND OUTSIDE AS AGREED BY THE ENGINEER.
  7. ALL DOORS ARE TO BE FITTED WITH MORTICE LOCKS USING HEAVY DUTY ON ALL EXTERNAL DOORS.
  8. ROOFING SHEETS SHALL BE ALUMINUM OR GALVANIZED CORRUGATED IRON S.W.G.26 ON TIMBER TRUSSES.
  9. ROOF SHEETING AS SPECIFIED IS TO BE UNDERLAIN WITH POLYETHYLENE SHEETING SHALL BE SECURELY OVERLAPPED.
  10. GUTTERS AND DOWNPIPES TO BE PROVIDED TO THE SATISFACTION OF THE ENGINEER.
  11. THE ELECTRICAL POWER SUPPLY MUST COMPLY WITH THE UGANDAN BUILDING REGULATIONS AND BY-LAWS.
  12. ALL HOUSES ARE TO BE PROVIDED WITH A FIRE EXTINGUISHER.