

Clarification No. 1

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:
There was mention at the site visit of the project that wash away project would be made available. Kindly send us the project for the wash away sections.
Response to Question 1:
Refer to Min.3, Question 1 of the Record of information meeting published via http://www.finance.go.ug/sites/default/files/press/Record%20of%20Clarification%20meetinginformationmeeting%20EUROPEAID139549-HWKSUG.pdf
Question 2:
In the technical specification document, it is indicated that the rail may be grinded. Should the rail grinding be made across the entire railway line? How will the client determine the need for grinding?
Response to Question 2:
Grinding shall not be for the whole railway line. The need for grinding will be assessed and recommended by the supervision consultant.
Question 3:
During the site visit it was noticed that some sleepers' fastenings, fishplates and their bolts as well as other components are missing. These materials are not included in the BOQ. How should these materials be quoted?
Response to Question 3:
All missing components will be assessed during design review by the supervision consultant and recommendations shall be made to the supervisor and Contracting Authority on appropriate action; Bidders should stick to items as presented in the BOQs.
Question 4:
During the site visit, it was noticed that most of the existing track materials are damaged and are very old (1925/1927), and in our technical knowhow visual assessment and opinion is that they are not in reuse condition in a general way. The replacement of such materials is not included in the BOQ. How should these materials be quoted for replacement? How this conflicts with Article 16.1 of the general conditions of the contract
Response to Question 4:
A number of Materials at the various stations are available for re-use during works and functional tests will be done to establish which materials are reusable. .The Supervision Consultant will assess which materials are usable in their current form and which ones should be reconditioned by the Contractor for reuse. The supply of new materials has been provided for in the BOQ. With this clarification Article 16.1 of the General Conditions of the Contract still stands.
Question 5:

In the technical specification document, it is indicated that the Contracting Authority will provide the tamping machine.

- Please indicate the model and current operational status of the tamping machine.
- who is responsible for the operating costs of the tamping machine?
- will the contractor be in charge of rental for the use of the tamping machine or will it be client cost?
- where this equipment can be visited/inspected?
- which responsibilities are of the contractor?

Response to Question 5:

The machine is a duomatic ballast tamping machine by Plasser and Theurer. Productivity: 1 km per hour, Fuel consumption (diesel): 50 liters per hour and fuel tank capacity of 860 liters. These are manufacturer specifications which may differ from actual. In practice however, the average productivity is 500m per hour with a daily maximum working period of four hours.

Bidders are requested to check the BOQ related to this matter. URC will provide the tamping machine only. The bid rates include all necessary dismantling, transporting, handling, loading/off-loading, stacking and storing of the existing railway track. The bid rates also include the necessary ballasting, laying, lining, leveling, packing, boxing and dressing (tamping) of railway track to be made ready for traffic – (URC to provide tamping machine) The contractor will meet the cost of servicing and operating the tamping machine. The tamping machine is currently with Kenya Railways Corporation and URC shall request its use during the rehabilitation works. The machine can be viewed at KRC Offices at Workshop Road Off Haille Selasie Avenue in Nairobi.

Question 6:

Regarding locomotives and ballast wagons:

- Will the Contracting Authority provide locomotives and ballast wagons? If so how many?
- What is the current operational status?
- Where this equipment can be visited/inspected?
- What cost should be considered by the contractor?

Response to Question 6:

Yes, URC will provide an Engineering Train for purposes of delivering ballast. The locomotive and wagons that will be provided will be operational. 15 hopper wagons are currently in good running condition. The equipment can be viewed at Kampala Station yard. The costs related to operating the equipment provided shall be met by the Contractor.

Question 7:

Please indicate the quarries location and borrow pit lands from initial geotechnical investigations to be considered.

Response to Question 7:

The detailed engineering design report can be viewed at URC Offices in Kampala through contacts indicated in the tender dossier.

Question 8:

Regarding the reuse material:

- who will be responsible for reused materials' performance?
- what will be the required warranty duration for reused materials performance?

Response to Question 8:

The Contractor is not responsible for the reused material performance. However it is expected that all material for reuse shall be examined by the Contractor for defects and re use materials shall be within acceptable tolerances for refurbishment as determined by the supervision consultant.

Question 9:

Kindly we request to be provided a pdf copy of the URC railway manual, for our information and considerations.

Response to Question 9:
The pdf version of the manual is available at URC Offices in Kampala and can be obtained through contacts provided in the tender.
Question 10:
We understand from Article 9 Access to site and relevant provisions on the technical specifications that access to the site is the Contracting Authority responsibility. Please clarify if the Contracting Authority expects any land acquisition for the implementation of tasks? Also how and how much the land will be at disposal to the contractor on commencement? Who will be responsible for land acquisition and compensations?
Response to Question 10:
Yes the access to site is a responsibility of the Contracting Authority. URC has a reserve of 30m either side of the railway line already acquired but Resettlement Action Plan has been implemented for 15m only. The above notwithstanding, the estimated 15m is enough as working space to the contractor.
Question 11:
The tender documents do not include the drawings of Gulu station (pk 375), namely “plan and longitudinal profile” and “Cross sections”. The included drawings end at PK 374 + 478. Please provide the drawings of Gulu station (pk 375), namely “plan and longitudinal profile” and “Cross sections”.
Response to Question 11:
The project end point is at the facing point of Gulu station. The drawings for Gulu station cannot therefore be provided. The Gulu railway station rehabilitation will be part of the Gulu Logistic Hub project.
Question 12:
We understand the project is donor funded by EU, therefore with current legal framework shall be VAT exempted. Please confirm if this is applicable to the full duration of the contract.
Response to Question 12:
Yes; as long as the Works Contract is signed when the current legal framework is still in place.
Question 13:
We understand by the relevant clauses and information provided the project has a detailed design that is the responsibility of the Contracting Authority. Please confirm the obligation of the Contractor in relation to article 19 to comply only with construction drawings in the essence of contractors own methodologies and production shop drawings, since this is usually subject to disagreements between the Contractor and the Supervisor / Supervisor Representative?
Response to Question 13:
The obligations of the Contractor are as stated in Article 19 of the general and special conditions of the contract given in the tender dossier.
Question 14:
We understand by the relevant clauses of the contract (article 44 and article 50) the payment shall occur in a maximum period of 120 days (30 days for certification and 90 days for effecting payment) of which the amounts became due and subject to article 53 delayed payments.
Response to Question 14:
Yes. Once the limit referred to in Article 44.3 of the general conditions has expired the contractor will be entitled to late payment interest.
Question 15:
Article 20 is referring to sufficiency of tender prices and Special Conditions of Contract refers to “ <i>the Contractor should expect to face different ground conditions regarding the nature of the ground and the subsoil. Hence, the contractor shall be deemed to have done a detailed inspection of the line prior submission of the tender and to have identified all risks, contingencies and all other circumstances influencing or affecting its tender.</i> ” However, we refer that the project is a unit-price contract, with detailed designed at responsibility of the Contracting Authority and geotechnical investigations

carried out by the Contracting Authority, which certainly has taking several months to be determined while the contractor has a couple of months to prepare a proposal and ascertain of the site conditions, which by the length of the project and it's nature the above clause we believe is unfair. We kindly request your review for a fair consideration of this clause.
Response to Question 15:
The clause stands as stated in the tender dossier.
Question 16:
We refer to article 27 of Special Conditions of Contract where traffic management obliges at "temporary diversions must permit traffic to circulate safely at a speed of 35 km/h". However certain site conditions will oblige to less speed to grant safe conditions of operations and road users, which is an important matter to all stakeholders to prevent accidents and deaths. We propose this should be changed to 20km/h or otherwise referred to evaluated case by case and as agreed with the Supervisor Representative.
Response to Question 16:
The temporary diversions must be constructed to permit traffic to move safely at a speed of 35km/hr. The specific speed limit to be imposed shall be evaluated on a case by case basis with the supervision consultant during the construction period.
Question 17:
Kindly advise which locations demolish materials shall be deployed/made available to the Contracting Authority and the maximum distance of transport to account on our rates.
Response to Question 17:
Please refer to Article 27 of the general conditions of contract.
Question 18:
Article 48.1 of the special conditions of contract refers " <i>Prices contained in the Contractor's tender must be deemed to have been established at the economic conditions in force 30 days prior to the latest date fixed for the submission of the tenders...</i> " as well " <i>(reference date 13 August 2018)</i> ". Kindly clarify.
Response to Question 18:
The correct reference date is 20 th November 2018; the deadline for submitting tenders.
Question 19:
Article 48.2 refers to the revision of price formulas. However, materials index are already referred on the tender document as to be UBOS for the relevant materials (Steel, Ballast). However, we kindly seek clarification if the index can be applied differently if for instance steel is acquired from other source than Uganda (for instance steel rails).
Response to Question 19:
It is assumed at tender that relevant materials shall be sourced from Uganda and therefore the applicable indices are from UBOS. However refer to Article 48.2 (d) of the special conditions of the contract for more information.
Question 20:
We refer to Section 4 Performance Guarantee template it refers to "at the expiry of 18 months after the implementation period of the Contract>].4" however article 61 refers " <i>defects liability period shall be one year (365 days)</i> ". We believe this should be in dully articulation.
Response to Question 20:
Yes, the Defect Liability Period is 365 days and the performance guarantee expires 18months after completion of the implementation period of the contract. Refer to Article 15.8, Article 51 and Article 62 for more information.
Question 21:
We refer to Section 4 Guarantee on Pre-financing it refers to "[and in any case at the latest on (at the expiry of 18 months after the implementation period of the Contract)]5." Pre-financing is to be recovered on 90% of contract amounts certification. If necessary any reference date (which is usually required) we propose to be the final implementation period, since the reference to 18 months after the implementation period is not relevant in any part of the tender. Kindly advice.

Response to Question 21:
No reference date can be given at this point. For more information on recovery of pre-financing, refer to Article 46 of special conditions of the contract.
Question 22:
We refer to Section 4 Retention Guarantee it refers to “ <i>at the expiry of 18 months after the implementation period of the Contract > J.6.</i> ” however article 61 refers “ <i>defects liability period shall be one year (365 days)</i> ”. We believe this should be in dully articulation.
Response to Question 22:
Yes, the Defect Liability Period is 365 days and the retention guarantee expires 18months after completion of the implementation period of the contract. Refer to Article, 47,51 and Article 62 for more information.
Question 23:
The tender documents do not include the drawings the existing rail profile, existing fishplates, existing steel sleepers and existing rail fastenings. <ul style="list-style-type: none"> - Please send us the following drawings: <ul style="list-style-type: none"> ▪ Drawing of the existing rail profile. ▪ Drawing of the existing fishplates ▪ Drawing of the existing steel sleepers ▪ Drawing of the existing rail fastenings
Response to Question 23:
Drawings can be viewed from URC Offices in Kampala through contacts indicated in the tender dossier.