



CLARIFICATIONS

2021



MERITS

It is mentioned in paragraph 5 that 12 weeks were taken to arrive at the solution. Does these 12 weeks include 7 weeks and 5 weeks which were taken to develop the design and get necessary approvals from authorities respectively?

Yes, these 12 weeks include 7 weeks and 5 weeks.

When the employer reluctantly agreed that they would assume the risk, was it just an oral statement or an agreement?

This was a statement made in course of business correspondence.

Do additional temporary works mentioned in paragraph 9 of the Problem include 3 weeks mentioned in paragraph 8 of the Problem?

Yes, the time period for additional temporary works includes 3 weeks mentioned in paragraph 8 of the Problem.

Did the contractor fulfill the condition established by GC 23(a)?

This condition was indeed fulfilled by the contractor.

Did contractor inspect or examine the site before submitting the tender particularly in reference to GC 21(a) and (b)?

Yes.

Does the cast iron water main work?

Cast iron water main does not work.

Does the brick built oval main sewer work?

The brick built oval main sewer does not work.

Which experience does the Contractor have in the construction area?

The Contractor has the experience usually required on the market for this type of work.

Are there any maps indicating the culvert or the sewer available via public sources?

No, there are no maps indicating the culvert or the sewer available via public sources.

PROCEDURE

Which conventions the countries of Civilia and Comonnia are parties to? (e.g. United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958, European Convention on International Commercial Arbitration 1961, etc.)

Both Civilia and Comonnia are parties to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958.

What is the legal framework for arbitration in the countries mentioned in the Problem? Have they adopted the UNCITRAL Model Law on International Commercial Arbitration in 1985 or 2006 version?

For the purposes of the ICAM, the countries have adopted UNCITRAL Model Law on International Commercial Arbitration with 2006 amendments (Article 7 – Option 1). For the avoidance of the doubt, according to paragraph 53 of the 2021 Rules of the ICAM, the team's arguments should be based on the UNCITRAL Model Law on International Commercial Arbitration and the RAC Arbitration Rules.

What is the seat and venue of arbitration in the present case?

For the purposes of the Competition the UNCITRAL Model Law should be considered as the law of the seat of arbitration. The venue of arbitration was not determined by the Arbitral Tribunal.

Had there been any previous negotiations or correspondence between the parties while they were negotiating the arbitration agreement (namely, when they have discussed the arbitral institution)? If so, what is the content of these negotiations?

There were no substantial negotiations at that time.

What is the time gap between the Employer's Pre-trial Letter and the Contractor's Request for Arbitration?

The time gap is 1.5 months.

What is the time gap between the video conference hearing scheduled (and consequently adjourned) and the main hearing scheduled after that?

The time gap is 2 months.

What is the nature and the content of restrictions on travelling and people's gatherings during the pandemic?

The restrictions are the part of public regulations which are mandatory and are similar to those, imposed all over the world during the severe stage of the pandemic.