



Ministry of Finance

Ameenee Magu, Male', Republic of Maldives

މިނިސްޓްރީ ޕްރޮވިޑެންޝަލް ޕްރޮޖެކްޓް
އިންޖިނިއަރިންގ، ބިލްޑިންގ، ޕްލާނިންގ

CLARIFICATION 2

މަޢުލޫމާތު ބަޔާން 2

ނަންބަރު No:	TES/2021/W-069	
ޕްރޮޖެކްޓް Project:	Design and Build of K. Kandu Oiy Giri Harbour (including extension works)	
އިއްޔަތު Issued Date	02 nd August 2021	
ސަފުހާ ގެ ޖަދުވަލު No. of Pages: -04	ބީޕީ ގެ ޖަދުވަލު Boq: -00	ޖަހާލުމުގެ ޖަދުވަލު Drawings: -01

Please include this clarification when submitting the bid

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Please find attached;

- Answers to the queries received.
- KOG Harbour Development Concept.
- KFV Harbour Development Scope.

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Name: Aishath Nadheema

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Signature:



CLARIFICATION 02

No.	Bidder Query	Employers Response
1	Please share the cad file of the proposed layout	CAD file is attached.
2	Bathymetry of the project site is required to calculate boulders requirement.	Bathymetry of the project site is attached.
3	Land Top level is required for costing purposes.	Existing top level of the land is 1.5m MSL.
4	Demolition of sheet pile disposal location required for costing purposes.	All demolition materials to be kept at project site.
5	For construction works at site fresh water and electricity available for contractor use shall get from the island or under contractor production.	Fresh water and Electricity will be provided from Kandu Oiy Giri.
6	Please share the technical specification of this project.	This project scope and concept drawing is attached for your kind reference.
7	Retention amount and conditions regarding retention	The retention amount is 5% (five percent) from each bill submitted
8	Advance payment: Advance payment will be 15% (Fifteen percent) of the total contract amount and will be subject to submission of an advance payment guarantee.	Advance payment will be 15% (Fifteen percent) of the total contract amount and will be subject to submission of an advance payment guarantee.
9	Performance bond amount: Performance bond would be 10% (Ten percent) of the total contract amount.	Performance bond would be 10% (Ten percent) of the total contract amount.
10	Defect liability period: Defects liability period is 12 (Twelve) months (one year) and any work carried out to remedy defects during the defect liability period will be charged from the retention amount and only the balance amount will be released.	Defects liability period is 12 (Twelve) months (one year) and any work carried out to remedy defects during the defect liability period will be charged from the retention amount and only the balance amount will be released.
11	Liquidated damage amount: Liquidated Damages = Contract Price x 0.0025 x Late Duration (days) and shall not exceed 15% (Fifteen percent) of the total contract price.	Liquidated Damages = Contract Price x 0.0025 x Late Duration (days) and shall not exceed 15% (Fifteen percent) of the total contract price.
12	Payment date	Upon the resolution of disputes, if any, the Ministry of Fisheries, Marine Resources and Agriculture will send a request for the payment to the Ministry of Finance whereupon, the payment process will be initiated.
13	Release conditions of the retention amount	When the Retention Money has reached three-fifths (60%) of the limit of Retention Money stated in the Appendix to Tender, the Engineer shall certify and the Employer shall make payment of half (50%) of the limit of Retention Money to the Contractor if he obtains a guarantee, in a form and provided by an entity approved by the Employer, in amounts and currencies equal to the payment. The Contractor shall ensure that the guarantee is valid and enforceable

		until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security in Sub-Clause 4.2, and shall be returned to the Contractor accordingly. This release of retention shall be in lieu of the release of the second half of the Retention Money under the second paragraph of Sub-Clause 14.9.
14	Commencing work prior to advance payment	The contractor is under no obligation to commence work prior to the advance payment. However, the contractor must ensure strict adherence to the approved work schedule.
15	Please provide cross section for the Proposed Sheet Pile location (In the general layout)	As this project is design and build project, contractor has to design
16	BOQ Item 2.1, Could you please provide the required of top level for sided of sheet pile?	As this project is design and build project, contractor has to design
17	BOQ Item 2.2, Can you provide the details of the Concrete coping in Quay wall (Cross section)?	As this project is design and build project, contractor has to design
18	BOQ Item 3.1, Can you provide the details and dimensions of Precast T-block?	As this project is design and build project, contractor has to design
19	BOQ Item 3.2, Can you provide the details of Precast RC anchor blocks?	As this project is design and build project, contractor has to design
20	BOQ Item 3.3, Can you provide the size of concrete coping?	As this project is design and build project, contractor has to design
21	BOQ Item 6.1, Provide the details of the cross section showing the following: Existing sea bed level, Top required level, Thickness of layers.	As this project is design and build project, contractor has to design
22	With reference to the ITT 15.1 of Tender Document, Price shall be quoted in MVR. Since this is an International Bidding, we request you that the bid shall be quoted in USD & the payment shall be made in USD.	<p>International Bidders may express their bid price in USD or MVR. Local Bidders are required to quote in MVR as per MMA regulations. The currency that shall be used for bid evaluation and comparison purposes:</p> <p>MVR (Maldivian Rufiyaa)</p> <p>The source of the selling exchange rate shall be: Maldives Monetary Authority, Republic of Maldives. https://www.mma.gov.mv The date for the selling exchange rate shall be: <u>The deadline of the submission of the bid.</u></p>
23	With refer to the BOQ & Drawing, Item no.5, Breakwater qty is given as 50m, whereas in the drawing it refers 80m. Kindly clarify.	In the drawing it clearly shows 2 breakwaters at both ends of the harbour and the total length is 80m.
24	With refer to the BOQ & Drawing, Item no.6, Revetment qty is given as 63m, whereas in the drawing it refers 33.3m. Kindly clarify.	Revetment length is 33.3m.
25	Kindly provide the existing power source location & distance from the installation of new harbour lights.	Existing power source is located at Jetty.

26	Kindly provide the location & distance for disposal of the demolished sheet piles & dismantled capping concrete from the existing harbour.	Demolished items to be kept in the work site only.
27	The Employer is kindly asked to consider an alternative wording to the fit for purpose obligation in the FIDIC Yellow Book, sub-clause 4.1. The second sentence of the first paragraph of Sub-Clause 4.1 includes the fit for purpose obligation that entails a warranty and absolute obligation for the Contractor irrespective of extraneous factors or the level of skill and care used in preparing the design and the Works. The obligation therefore imposes a very strict liability and therefore a high risk on the Contractor – which cannot be insured. On this basis we ask the Employer to consider to delete the second sentence of the first paragraph of Sub-Clause 4.1 and to replace it with the following: “The Works shall meet the specifications set out in the Employer’s Requirements and the other provisions in the Contract. The Contractor will perform the Works using all reasonable skill and care”. And at the end of Sub-clause 4.1 to add a new paragraph as follows: “Notwithstanding any other provision to the contrary, nothing in this Contract (including all the documents forming the Contract) imposes on the Contractor any fitness for purpose or other absolute or performance obligation in relation to the design of the Works and any such obligation that exists at common law, under statute or otherwise is expressly excluded”.	Since this is a standard tender document, it is not possible to amend text/paragraph of the document.