

CLARIFICATION 02

No.	Bidder Query	Employers Response
1	Jetty repair length 30m, is the total perimeter length of the repair jetty?	Jetty head to be repaired and the repair length is 30m.
2	Please share the cad file of the proposed layout	CAD file attached.
3	Bathymetry of the project site is required to calculate boulders requirement.	Bathymetry of the project site is attached.
4	Top level of the existing land is required for costing purposes.	Existing top level of the land is 1.6m MSL.
5	Demolition of sheet pile disposal location required for costing purposes.	All demolition materials to be kept at project site.
6	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 Kooddoo.
7	Please share the technical specification of this project.	This project scope and concept drawing is attached for your kind reference.
8	Retention amount and conditions regarding retention	The retention amount is 5% (five percent) from each bill submitted
9	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.
10	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.
11	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.
12	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.
13	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.
14	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

		<p>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.</p> <p>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.</p>
15	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.
16	BOQ Item 2.2, Please provide the location and details of the Concrete T-block Quay wall (Cross section)?	As this project is design and build project, contractor has to design
17	BOQ Item 2.4, Provide the details of the Concrete Capping Beam (Section).	As this project is design and build project, contractor has to design
18	BOQ Item 4.1, 5.1 Provide the details of the Armour rocks section like (Existing level for the sea bed, top of rock armour, thickness of layers (Primary and inner layers).	As this project is design and build project, contractor has to design
19	BOQ Item 9.1, Provide the top level of sheet piling.	As this project is design and build project, contractor has to design
20	BOQ Item 9.3, Provide the cross section for the capping beam.	As this project is design and build project, contractor has to design
21	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</p> <p>The date for the selling exchange rate shall be: <u>The deadline of the submission of the bid.</u></p>
22	With reference to the Ga.Kooddoo Harbour BOQ & Drawings, BOQ quantity for item no. 2.2 says Concrete T-Block Quay Wall of 365m whereas Drawing refers 148.33m. Kindly clarify.	Concrete T-block quay wall length is 365m and it clearly shows in the drawing attached.

23	With refer to the Ga.Kooddoo Harbour BOQ & Drawings, Kindly provide the existing sheet pile details & photos for providing corrosion protective coating.	Photos provided.
24	With refer to the Ga.Kooddoo Harbour BOQ & Drawings, Item no. 8.2, kindly clarify whether LED Mercury light has to be installed to the existing light point or new connection has to be provided. If new connection has to be provided, kindly provide the existing power source from where the connection to be made.	LED mercury lights to be installed in new locations and the power connection points will be guided by the engineer's from work site.
25	With reference to the Ga.Kooddoo Harbour BOQ & Drawings, BOQ quantity for item no. 6.2 RCC for New Jetty Crane. Kindly provide the details on the existing structures / ground details where the new Jetty crane to be installed in the existing harbour.	Drawing inserted.
26	With reference to the Ga.Kooddoo Harbour BOQ & Drawings, BOQ item no. 8.1 Harbour Lights is given at 20m interval whereas in the employer's requirement of tender document refers 15m interval. Kindly clarify.	Harbour lights should be @ 20m interval
27	With reference to the Employer's requirement of Tender Document, Mooring hook has to be provided at 5m interval whereas this item is not reflected in the BOQ. Kindly clarify / incorporate the same in the BOQ.	Mooring hooks to be provided @ 5m intervals
28	With reference to the Drawing given in Ga.Kooddoo Harbour BOQ & Drawing Page No13, Bridge & culvert has to be provided, whereas this item is not reflected in the BOQ.. Kindly clarify / incorporate the same in the BOQ.	Bridge & culvert shown in the drawings should be designed and built.
29	Kindly provide the specifications & loading details of Jetty Crane to design for the Jetty Crane Foundation.	Crane load is 3Ton
30	Kindly provide the details of existing Driveway / breakwater to the existing channel head for the dismantling & dredging activity to be considered.	Drawing attached.
31	Kindly provide the details & photos of existing channel head for the repair work to be considered.	Attached.
32	Kindly provide the existing power source location & distance from the installation of new harbour lights.	Existing power location is very near to the proposed jetty area.
33	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	Since this is a standard tender document, it is not possible to amend text/pragraph of the document.

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”.

