



Ministry of Finance and Planning
Ameenee Magu, Male', Republic of Maldives

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Clarification 2

ނުވަނަ ބަޔާން 2

ނަންބަރު No:	TES/2025/C-002	
ފޮތްޖަދުވާލު Project:	Consultancy Services for the Feasibility Study, Design and Supervision for the construction of the National Health Laboratory in Hulhumalé	
ޖަދުވަލު Issued Date	13 th April 2025	
ސަފުހާ ގެ އަދަދު No. of Pages: -02	ބޮޑު Boq: -00	ވަނަވަނަ Drawings: -00

Please include this clarification when submitting the bid. ބަޔާން 2 ގެ މަޢުލޫމާތު ބޭނުންކުރާ ފަރާތްތަކުގެ ފަރާތުން ހިމާނަވާން ޖެހޭނެ ގޮތެއް ހުރެއެވެ.

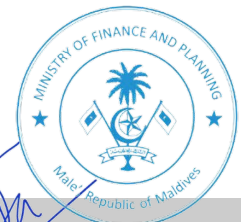
- Please find attached, Clarification 02 for the project.

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Name: Fathimath Rishfa Ahmed

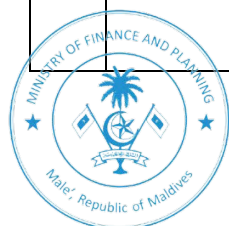
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Signature:

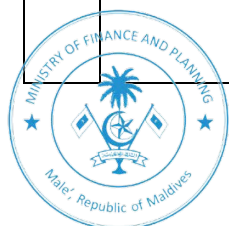


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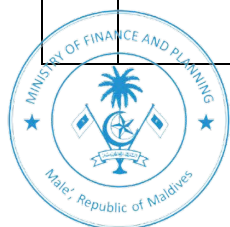
No.	Clause of RFP/TOR	Queries/Clarification	Response
1	TECH-13	We understand that the TECH-13: Self-Declaration of Litigation and Arbitration History shall be submitted in case of Joint Venture, If a firm submit the proposal as sole entity, the TECH-13 shall not need to be submitted. Please confirm.	<p>We would like to clarify that submission of FORM TECH-13: Self-Declaration of Litigation and Arbitration History is mandatory for all candidates, regardless of whether the proposal is submitted by a sole firm or a Joint Venture.</p> <p>As stated in the proposal documents: “The candidates should fill the Self-Declaration of Litigation and Arbitration History form (TECH-13) attached to this document.”</p> <p>Furthermore, TECH-13 is listed among the required forms for the Technical Proposal, meaning it must be included in the submission to ensure full compliance with the proposal requirements.</p> <p>For sole firms, the format of the TECH-13 form should be appropriately adapted by replacing any references to:</p> <ul style="list-style-type: none"> • “Joint Venture’s Letterhead” → with Company Letterhead • “Joint Venture Name / JV / JV member(s)” → with Company Name (CP) <p>The form should then be signed by an authorized representative of the company.</p>



2	6.5.20 of the TOR	<p>Note that the TOR indicate one of the consultant task is Environmental and Social Impact Assessment, Thoroughness of the analysis of potential environmental and social impacts, and the proposed mitigation strategies for these impacts (page 118). Also 6.1.6 and 6.1.7 of TOR indicate that consultant will Assess environmental regulations in the client country and relevant donor guidelines and propose what is required for the construction of the facility (6.1.6), Analyze the potential environmental and social impacts and propose mitigation measures (6.1.7). Please clarify whether consultant need to prepare EIA report to obtain Permit of EIA Decision Statement from Environmental Protection Agency (EPA) in accordance with Environmental Protection and Preservation Act (Law No. 4/93).</p>	<p>We would like to clarify that it is not the responsibility of the consultant to prepare a full Environmental Impact Assessment (EIA) report for the purpose of obtaining an EIA Decision Statement from the Environmental Protection Agency (EPA) in accordance with the Environmental Protection and Preservation Act (Law No. 4/93). As per the TOR:</p> <ul style="list-style-type: none"> • Clause 6.1.6 requires the consultant to assess the environmental regulations in the client country and relevant donor guidelines, and to propose what is required for the construction of the facility. • Clause 6.1.7 requires the consultant to analyze potential environmental and social impacts and propose appropriate mitigation measures. <p>These responsibilities are aimed at guiding the project design and planning process and ensuring compliance with applicable environmental and social standards. However, the preparation and submission of the formal EIA report for regulatory approval and the acquisition of the EPA's EIA Decision Statement falls under the responsibility of the construction contractor.</p> <p>The consultant is expected to assist and guide the construction contractor in understanding the applicable environmental requirements and in identifying the necessary steps for obtaining the required permits, but not to carry out the full EIA process themselves.</p>
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3		<p>Please note that the RFP indicate that the period of construction supervision is 29 months on Lump Sum Contract, we understand that the period of phase four is 29 months of construction supervision and 12 months of defects liability period, total period is 41 months. Please confirm</p>	<p>We confirm the following understanding is correct:</p> <ul style="list-style-type: none"> • The construction supervision period is 29 months. • The Defect Notification Period (DNP) is 12 months (365 days). <p>Therefore, the total duration for Phase 4 (construction supervision and DNP) is about 41 months including Issuing the Defects Liability Certificate and Performance Certificate. Additionally, we would like to inform you of a minor typographical error in the previously stated duration of the assignment. The original calculation mentioned 1,708 days (approximately 57 months); however, the correct total duration from the effective date is 1,718 days. This total includes:</p> <ul style="list-style-type: none"> • Preparation phase (Feasibility study, detailed design, BoQ and specifications, and procurement of construction firm): approx. 14 months • Construction period: approx. 29 months • Final inspection: within 28 days after construction completion • Defect Notification Period: 1 year (365 days) • Submission of Final DNP Report: within the last 28 days of DNP • Issuance of Defects Liability and Performance Certificates: within 10 days after DNP <p>To summarize, the total assignment duration is 1,718 days (approx. 57 months), from the effective date until 10 days after the end of the Defect Notification Period. Detail number days for the activities are provided in the <i>RFP Section 7. Terms of Reference, 15. Time schedule and payment schedule for the activities.</i></p>
4	Form Tech-2, Tech-4 and Tech-6	<p>Please clarify the page limit of Tech-2 (Consultant's Organization and Experience), Tech-4 (Description of the Approach, Methodology, and Work Plan for Performing the Assignment) and Tech-6 (Curriculum Vitae (CV)).</p>	<p>We would like to clarify that there is no fixed or standard page limit prescribed for these sections. However, the consultant is expected to provide clear, concise, and complete information in accordance with the requirements outlined in the RFP.</p>



5	ITC 11.1 of the RFP	Please note that the Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is not permitted in accordance with ITC 11.1 of Data Sheet. Please reconsider this condition due to the difficulties face by the international firms to find the Sub Consultants and Non Key Experts in Maldives as a small country.	We would like to reaffirm that, as per ITC 11.1 of the Data Sheet, the participation of Sub-consultants, Key Experts, and Non-Key Experts in more than one proposal is not permitted. Please note that the selection of the Key and Non-Key Experts is not limited to resources available only within the client country.
6	Extension request	kindly request an extension of at least 10 working days	Kindly refer to Addendum 1

