

**Circular No. (1)**

**Reference: SEZAD Tender No. (29-2015) PMC "CONSULTANCY SERVICES FOR CONSTRUCTION SUPERVISION OF THE FISHERY PORT AT DUQM"**

Tender Documents Collection date: 04/01/2016

**Submission date: 16 February 2016**

**Subject: Reply to Queries**

Reference to the bidder's clarification on the above subject, kindly see the attached reply to queries for your kind action and record.

**NOTE:**

- All Bidders are to endorse this Circular and attach it as part of their tender submission.
- Bidders are advised that the **Last Date for any Further Queries is on 1<sup>st</sup> Feb 2016.**

**Remainder : Tender's Proposals shall be submitted on Tuesday, February 16, 2016 at 12h00, Muscat Time.**

Your sincerely,

For | SEZAD,  
Tenders & Contracts.



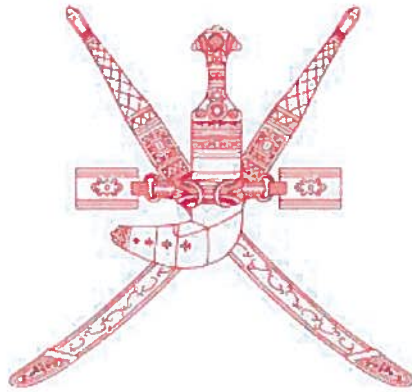


# الدقم Duqm

هيئة المنطقة الاقتصادية الخاصة  
Special Economic Zone Authority



Sultanate of Oman



Special Economic Zone Authority at Duqm

## CONSULTANCY SERVICES FOR CONSTRUCTION SUPERVISION OF THE FISHERY PORT AT DUQM SULTANATE OF OMAN

TENDER NO 29/2015

### TENDER QUERIES CLARIFICATION



No.	Item in Tender	Queries By Bidders	Response by SEZAD
1	Introduction & Project Background	As per the floated Tender Document No. 29 /2015, it is understood that the Client is SEZAD and Owner is Ministry of Agriculture and Fisheries (MOAF). It is also understood that the Owner's Representative shall be TATWEER. Please advise what roles each of the different parties are foreseen to have on the day to day progress of the project and whether the appointed Consultant is expected to liaise with all parties.	TATWEER shall be the contact party in the day to day administration of the project
2	Introduction & Project Background	It is also understood that a separate tender is being floated to engage a Construction Contractor to carry out the construction of the Fishery Port (marine and road related works). Please advise whether the separate contract is to be awarded on an EPC (or similar) or construction only basis so that the bidder can identify the number of external parties that it is expected to liaise with throughout the project life.	The scope of the Construction Contractor is specified in the preliminary Tender Documents "Construction of the Fishery Port (Marine and Road Related) at Duqm" available for viewing. Besides construction, the Contractor is responsible for design verification or design depending on the works.
3	General	Kind provide / clarify the following to enable accurate estimation of our fees: -The project layout / master plan. -Project boundaries / extents, future expansions/project phases, and the scope of work required for these expansions/phases. -The built-up area of all construction works (marine works, facilities, etc.) that will be reviewed during design review. -The road alignment developed at the concept stage and mainly including (a) access road to the fishery port from landside, and (b) the road linking the port to the industrial complex, if this is not available please advise on the total length of roads within the project, and any connections needed to the existing road network in the area. -The number of drawings that will be reviewed for each discipline of the project (marine, structural, roads, electrical, mechanical, etc...).	The Consulting Engineer shall make his own estimates based on information from the preliminary Tender Documents "Construction of the Fishery Port (Marine and Road Related) at Duqm" available for viewing.  The length of road from the Port to the Industrial Complex would depend on the Contractor's design.  Consulting Engineer to estimate on number of submittals and bid accordingly based on their experience & judgement.



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4	General	Please indicate the name of the consultant who has undertaken the design of the project. This is to assess the design risks in the project by the Insurance company.	The requested information is provided in the preliminary Tender Documents "Construction of the Fishery Port (Marine and Road Related) at Duqm" available for viewing.
5	General	Please provide the list and number of project drawings available for the project to assess the volume of design services to be undertaken by the PMC.	The requested information is provided in the preliminary Tender Documents "Construction of the Fishery Port (Marine and Road Related) at Duqm" available for viewing.
6	General	Please provide the list of bidders participating in the tender T 29/2015	Such list will not be made available.
7	General	Please provide the EPC scope of work under Tender T30/2015	The scope of the Construction Contractor is specified in the preliminary Tender Documents "Construction of the Fishery Port (Marine and Road Related) at Duqm" available for viewing.
8	General	Please advise if the Consultant will receive structural design calculations and soft copies of the models that are used in the structural analysis and design of all items to be reviewed?	Vol V- "Reports and Design References" as provided in the preliminary construction Tender Documents "Construction of the Fishery Port (Marine and Road Related) at Duqm" will be available for review.
9	General	Please advise the expected duration for the review of the Tender documents.	Review of Construction tender documents expected to complete within 2 to 3 weeks.
10	General	Please advise the expected duration for the Tender Management Services (response to bidders queries and Tender evaluation).	Typically 3 months; can be longer depending on the issues raised.
11	General	Please advise the estimated construction cost.	Estimated construction cost is not available.



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12	Clause 1.7.17 Clause 1.21 T6	In Tender Evaluation Criteria page 17 T6 of section 1.21 it's mentioned to provide complete methodology and 7 marks are allocated for this item. Clause 1.7.17 Four pages shall not be sufficient, Please clarify.	Clause 1.7.17 is amended as follows: Bidders are required to submit a write-up of up to six (6) A4 size pages .... Note that the write-up should be specific to the Project.
13	Section 1-Clause 1.19 Submission of Tenders	It is stated' "The sealed envelope comprising the Technical Proposal and Financial Proposal shall be delivered as specified". However we presume there shall be two envelopes one for technical and another for financial as described in the initial part of Clause 1.19. Please confirm.	Confirmed.
14	Clause 1.21 T2	Please clarify which specific instruments and equipment shall be proposed by consultant to be utilised for the project.	Consulting Engineer shall list the instruments, equipment, and relevant design software available with them and applicable to the Work.
15	Section 2- Clause 2.1 Standard Conditions of Engagement Clause 9.4	DELAYS IN PAYMENT. We notice that as per Std Conditions Clause 9.4, if, after a total of 60 days, the Client fails to pay such amounts and the Consulting Engineer has given notice then the Consulting Engineer is entitled to claim interest at the rate of 7% from the date of expiry of the said period of 60 days until the date of receipt of payment. Please confirm this is applicable for this tender.	The Standard Conditions of Contract as mentioned in 2.1.1. are applicable in all respect.  Payments will be as per the Standard Conditions of Contract.
	Payment terms	We request to agree for payments to be made within 30 days of submission of invoice.	
16	Section 2- Clause 2.1 Standard Conditions of Engagement Clause 21.2	We presume the liability for design defects under this clause lies with the design consultant and is not applicable for the supervision consultant under this tender, this tender being supervision tender. Please confirm.	The relevant clauses of Standard Conditions as mentioned in 2.1.1. is applicable based on the scope of work



No.	Item in Tender	Queries By Bidders	Response by SEZAD
17	Section 2- Clause 2.1 Standard Conditions of Engagement Clause 21.5	Professional Indemnity Insurance cover of OMR 5 million is specified on award of the tender. We presume that this is the limit of aggregate liability for defects attributable to supervision consultant including direct damages and any penalties. Please confirm. The Supervision Consultant shall not be liable for (i) direct losses such as loss of profit, loss of revenue, loss of opportunity, loss of production, business interruption, cost of capital, cost of finance or any other economic loss and/ or (ii) indirect or consequential losses or damages (loss of profit/turnover) under the Contract, whether or not foreseeable at the effective date of the Contract. Please confirm	This is to meet the liability if any as per the contract obligation and Standard Conditions of Contract applicable.
18	Section 2- Clause 2.1 Standard Conditions of Engagement Clause 21.5	The Supervision Consultant shall not be liable for (i) direct losses such as loss of profit, loss of revenue, loss of opportunity, loss of production, business interruption, cost of capital, cost of finance or any other economic loss and/ or (ii) indirect or consequential losses or damages (loss of profit/turnover) under the Contract, whether or not foreseeable at the effective date of the Contract. Please confirm	All the liabilities will be dealt with under and as per the Standard Conditions of Contract.
19	Section 2- Clause 2.1 Standard Conditions of Engagement Clause 22	Detailed Design is not under the scope of the Supervision Consultant and hence we presume that for the supervision consultant decennial liability is not applicable under this tender and the warranty period shall be limited to two years from the date of the Maintenance Certificate. Please confirm. This confirmation is needed to decide the cost of PI Insurance.	Confirmed.
20	Performance bond	We request SEZAD to agree for parent company guarantee in lieu of 5% performance bond since there is 5% retention money is kept by SEZAD and a high value PI Insurance of OMR 5 million also is to be provided by the consultant. Please confirm agreement.	SEZAD requires all Contracts (construction works and/or consultancy services) to be furnished with an 'on demand' Performance Bond/Bank Guarantee. Do price for such requirement; being 5% of the Contract Sum for the duration of the Contract Period.
21	Clause 3.1	The construction tender stage is not mentioned in the timeline provided in section 4.1.3 page 26. Please advise.	Clause 4.1.3 refers to the Construction and Maintenance Schedule.



No.	Item in Tender	Queries By Bidders	Response by SEZAD
22	Clause 3.1.1.	It is not clear who shall carry out additions / omissions to the content of the Tender Documents, in case needed. Our understanding is that the Consultant's scope shall be limited to the review and identification of required additions/omissions, but not their preparation / issuance. Please confirm.	Consulting Engineer shall review, identify and prepare any addition or omission of contents, specifications, etc. and submit to the Client for issuance by the Employer.
23	Clause 3.1.2	Normally, response to tender queries is furnished by the original designer based on his design intent. Please confirm.	Consulting Engineer intended to be employed through this bid shall provide response to construction tender queries.
24	Clause 3.2	Please clarify if the design services shall be during the mobilisation period of 3 months only or design services shall start before this mobilization period of contractor.	Design services to check on the submission by the Contractor shall be during the mobilization period and till the completion of the project as per the requirement.
25	Clause 3.2	Please advise when will be the contractor mobilised for survey, detailed design services? What will be the cycle of design revision for contractor and what if contractor doesn't update/revise on comments? This will lead to a multiple design reviews and waste of time for client. Please clarify?	Contractor would normally mobilise upon award and commencement of Contract.  There is no limitations on number of submittals. Consulting Engineer to estimate and bid accordingly according to their best judgement.





No.	Item in Tender	Queries By Bidders	Response by SEZAD
26	<p>Clause 3.2.1 &amp; Clause 3.2.2</p>	<p>“Check, review, analyse and present the design of all works associated with the construction of the Fishery Port including site investigation, engineering studies, mathematical and physical model studies, dredging, reclamation, skiff beach, breakwater, quay wall, boat ramp, floating pontoons with access bridges, berths, navigation aids, soil improvement, slope stabilization, roads, drains, services diversions, etc. for acceptance.”</p> <p>“Check, review, analyse and present any modifications/changes to the original design of civil engineering works/structures in the Project by the Contractor/Client/third parties for acceptance.”</p> <p>The main design should be done by the Contractor and the Consultant’s scope is limited to review of the Contractor’s design and assuring its completeness. Consultant to present the design for acceptance? To whom? This may be a wording issue since the paragraph cites checking and review for acceptance. Please clarify.</p>	<p>The following will replace Clause 3.1.2 and Clause 3.2.2</p> <p><b>Clause 3.2.1</b> Check, review, verify and approve the design of all works associated with the construction of the Fishery Port including survey, site investigation, engineering studies, mathematical and physical model studies, dredging, reclamation, skiff beach, revetment, breakwater, quay wall, boat ramp, floating pontoons with access bridges, berths, navigation aids, soil improvement, slope stabilization, roads, drains, services diversions, etc. complete required for a full-fledged fishery port.</p> <p><b>Clause 3.2.2</b> Check, review, verify and approve of any modifications/changes to the original design of civil engineering works/structures in the Project submitted by the Contractor/Client/third parties.</p>



No.	Item in Tender	Queries By Bidders	Response by SEZAD
27	Clause 3.2.7	<p>Specifies that Consultant "To prepare, if required, Conditions of Contract and Specification for carrying out subsurface soil investigation, soil improvement works, topographic surveys, destructive and non-destructive material tests, modelling etc. by specialized Contractors and supervision of such investigations." Our understanding is:</p> <ul style="list-style-type: none"> <li>-The investigations, tests, models, bathymetric and shoreline topographic survey, marine numerical and physical modelling etc. should be conducted and paid for by the Contractor and supervised by the Consultant.</li> <li>-Therefore, these specialized Contractors should operate as subs to the main Contractor so the terms of engagement should be agreed between the main Contractor and the specialized Sub Contractors.</li> <li>-Specifications for such works should be included in the tender documents and should not be a post-tender document.</li> </ul> <p>Please clarify.</p>	<p>The scope and details including specifications of investigation works are specified in the preliminary Tender Documents "Construction of the Fishery Port (Marine and Road Related) at Duqm" available for viewing.</p> <p>The Consulting Engineer shall verify Conditions of Contract and Specification of works which are available and prepare the specifications etc. wherever details are not provided in the Construction Contract and is necessary for the Works.</p>



No.	Item in Tender	Queries By Bidders	Response by SEZAD
28	Clause 3.2.8	<p>This clause is not clear, where;</p> <ul style="list-style-type: none"> <li>-The statement “each submission” needs to be clarified in terms of number of design submissions/stages.</li> <li>-The statement “Prepare and submit.....Design calculations” needs to be clarified, since design calculations should be prepared and submitted by the Contractor (i.e. designer), not the Consultant.</li> </ul> <p>Please clarify.</p>	<p>Clause 3.2.8 is amended as follows:</p> <p>Prepare and submit for each submission, evaluation report, analysis and presentation, if necessary, etc. within 2 weeks upon receipt of the Contractor’s submission.</p> <p>No limitations on number of submissions/stages. Consulting Engineer to estimate and bid accordingly.</p>
29	Clause 4.1.2.1 & Clause 4.1.2.2	<p>With reference to items 4.1.2.1 and 4.1.2.2 in Section 4 “Scope of Construction Supervision Services” they reflect time control scope during construction, however the schedule of remuneration for construction supervision services does not include a position for Planning Engineer. Please advise.</p>	<p>Planning Engineer or services of any senior staff expected shall be deemed to be included as office support.</p>
30	Clause 4.1.1.4 & Clause 6.2.9	<p>“The Consulting Engineer’s supervision team shall schedule their working time to match that of the construction work”.</p> <p>Kindly advise what the expected daily work hours are for the construction activities as well as the number of working days per week.</p>	<p>The expected daily work hours and number of working days per week are those ordinarily required for construction work, in particular, marine works and complying with relevant rules and regulations. The Consulting Engineer can roster or schedule their staff if required to supervise the work throughout the working hours of the Contractor.</p>
31	Clause 4.1.2.13.	<p>Please clarify which Interim payment certificates shall be prepared by consultant.</p>	<p>All payment claimed by and due to Contractor. Consulting Engineer has to verify and recommend the payment claim.</p>



No.	Item in Tender	Queries By Bidders	Response by SEZAD
32	Clause 4.1.2.5	<p>“Preparation of any detailed construction drawings and designs, in addition to those already prepared as may be necessary to execute the Project,”</p> <p>Please clarify the need for this since the EPC is normally required to prepare construction drawings and this could lead to a conflict of interest for the supervision consultant.</p> <p>This should fall under the Contractor’s scope as he is the party developing the design. Consultant would identify missing items or propose modifications; however, preparing the construction drawings and details should be part of the Contractor’s scope. Please advise.</p>	<p>Clause 4.1.2.5 is replaced as follows:</p> <p>The Consulting Engineer shall check, review, verify and approve the Contractor’s submissions.</p>
33	Clause 4.1.9.8	<p>We understand that the required Consultant’s assistance is limited to reviewing the Contractor’s documents prepared for obtaining Authorities approval / permits, duly ensuring their compliance with the relevant authorities’ requirements. Please confirm.</p>	<p>The Contractor is responsible to obtain approvals.</p> <p>Besides reviewing the Contractor’s document, the Consulting Engineer shall assist the Contractor to obtain approvals.</p>
34	Clause 4.1.10.3	<p>What is meant by Design Review Report? Please also clarify the duration allowed for the Engineering Consultant to review the Contractor’s submissions (in Section 3.2 a period of 10 days is mentioned, while Clause 4.1.10.3 states that a Design Review Report shall be submitted within 3 days)</p>	<p>The Consulting Engineer shall check, review and verify Contractor’s submission within 2 weeks upon receipt. Thereafter a formal report shall be submitted to the Client within 3 days.</p>



No.	Item in Tender	Queries By Bidders	Response by SEZAD
35	<p>Clause 4.1.5.1</p>	<p>"The Consulting Engineer shall price as an optional item, the deployment of scanner (3D Echoscope) to monitor the under water works".</p> <p>In view of lack of input on the duration of the activities for which inspection diving may be required, the bidder proposes providing daily rates for such service in addition to a fixed mobilization/demobilization cost. Please advise whether SEZAD is comfortable with such way of pricing.</p> <p>Please advise if we can consider the cost for the specialized Sub Contractor to carry out the works as Provisional Sum.</p>	<p>The optional item, the deployment of scanner (3D Echoscope) to monitor the under water works is removed from Schedule of Remuneration for Construction Supervision Services.</p> <p>SEZAD Tenders shall issue an Addendum to Clause 4.1.5.1 and 6.3 Part B, SI No 2.</p>
36	<p>Clause 4.1.6.6 &amp; Clause 4.1.6.7</p>	<p>Please advise whether the bidder is supposed to provide diving and surveying equipment or whether it can be assumed that the same is to be provided by the awarded Contractor.</p>	<p>The equipment provided by the Contractor is stipulated in the preliminary Tender Documents "Construction of the Fishery Port (Marine and Road Related) at Duqum" available for viewing.</p>
37	<p>Addition of Clause 4.1.1.6 (as an Addendum)</p>	<p>An <u>Addendum</u> shall be separately issued with a clause, <u>Clause 4.1.1.6</u>:</p> <p>The Consulting Engineer shall coordinate, manage and resolve issues with contractors/consultants appointed by the Employer for works related to the Fishery Port for the whole duration of the Project, in particular, during the Maintenance Period.</p>	<p>SEZAD Tenders shall issue an Addendum to add Clause 4.1.1.6</p>



No.	Item in Tender	Queries By Bidders	Response by SEZAD
38	List of Expatriate personnel who are employed in the Company	It is understood by the bidder that it is the wish of SEZAD to receive a list with expatriate employees currently working in Oman only. Please confirm.	Please refer to prevailing relevant rules & regulations and the Tender Document, in particular, Clause 1.7: Documents to be submitted, sub-clause 1.7.10; Clause 1.17: Omanisation; Clause 1.21: Tender Evaluation Criteria
39	Clause 5.4.2	Our understanding is that the Consultant shall only review the as-built drawings and manufacturer's manuals, to ensure their completeness and correctness. However production and correction/revision of these documents shall be carried out by the Contractor/Suppliers. Please confirm.	Confirmed.
40	Clause 5.1	With reference to Clause 4.1.9.13, it states that 8 sets of Contract Documents are required while Clause 5.1 in Section 5 it is stated that 5 sets of the Contract Documents are required. Please advise. Please clarify which contract documents shall be submitted and when?	8 sets refer to the Construction Contract; 5 sets for this Construction Supervision Contract. STC shall advise on the submission.
41	Clause 5.3.3	What is meant by "Design Report"? Please clarify.	Consulting Engineer's report on the basis of acceptance/rejection of Contractor's submissions.
42	Section 6-Clause 6.3	<p><b>Design Services</b> The payment schedule Design Services is not clear in the tender. As it is a lump sum amount, we presume that the lump sum amount can be progressively invoiced. We propose the below payment schedule for the design supervision services: 80% to be equally invoiced monthly during the first 10 months, 20% to be equally invoiced monthly during the balance 20 months Please confirm agreement.</p>	The lump sum shall be progressively and equally paid throughout the mobilization and construction period.



No.	Item in Tender	Queries By Bidders	Response by SEZAD
43	<p>Clause 6.2.4</p>	<p>Page no. 12, Paragraph 4 The Contractor will provide and maintain the site office for the Consulting Engineer's site supervision staff under the construction contract. However, the rates quoted by the Bidder shall be fully inclusive of all costs and insurances, travel, salary, allowance, food etc. of the site supervision staff. The rates per month shall be binding for four (4) years from the date of submission of this Tender. However in Clause 6.2.4, it's mentioned that: The rates shall NOT include for the cost of providing and maintaining the site office, site vehicles and accommodation for the site supervision staff, as it will be provided by the Contractor. However, the rates quoted shall be fully inclusive of all costs and insurances, travel, salary, allowance, food, etc. of the site supervision staff We believe that transportation and accommodation of the supervision staff shall be provided by the contractor as per page 35. Please confirm.</p>	<p>Transportation and accommodation of the supervision staff within Site shall be provided by the Contractor.  The details are available in the preliminary Tender Documents "Construction of the Fishery Port (Marine and Road Related) at Duqum" available for viewing.</p>



No.	Item in Tender	Queries By Bidders	Response by SEZAD
44	Section 6-Clause 6.2.9	<p>It is stated that no Overtime allowance is payable. However the supervision team is required to schedule the working time to match that of construction work. This is contradictory.</p> <p>Can we assume that normally overtime working is not needed. However if the construction supervision team is required to work more than 5 days a week and 45 hours a week OT is payable as per current laws of the Sultanate of Oman. Also OT is payable for working on public holidays. Please clarify.</p>	<p>The Consulting Engineer shall note that this construction involved marine works.</p> <p>The Consulting Engineer can roster/schedule their staff to supervise the work throughout the working hours of the Contractor.</p>
45	Clause 6.2.9	<p>With reference to section 6 "Remuneration of the Consulting Engineer" item 6.2.9 which states that "No overtime allowance is payable and the Construction Supervision Team shall schedule their working time to match that of the construction work.", the Consulting Engineer understands that working beyond the normal working hours resulting from Contractor's default or any other cause not attributed to the Consulting Engineer default shall be payable by the Contractor or SEZAD. Please confirm.</p>	<p>It is cumulative total (1+2) plus Contingency (I). An Addendum shall be issued.</p>
46	Section 6.5 Summary for Schedule of Remuneration	<p>Grand Total is indicated as sum of I and II. Item II is not defined in the table. Is it not sum of cumulative total plus contingency? Please confirm.</p>	<p>Confirmed but with the required staff as approved by the Client.</p>
Appendix B Clause 7	Delay in Completion by Contractor/Client	<p>Please confirm that payment for extended period of supervision due to delay by contractor/client will be done based on monthly rates provided in the schedule.</p>	





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47	General	It is understood that the consultant scope of work does not include preparation or reviewing any EIA or environmental studies. Please confirm.	The Consulting Engineer shall review the environmental requirements within the Contractor's scope.
48	General	The Consulting Engineer understands that remuneration of his site staff during Construction Supervision stage will be based on actual deployment of staff on site. Please confirm.	Confirmed. As specified, the number of staff could be increased or decreased at the Client's discretion according to the progress and requirements of the Works
49	General	With reference to item 1.11 "Preparation of Schedule of Remuneration" second paragraph which states that the unit rates and prices quoted against the items in the Schedule of Remuneration shall be fixed for the entire duration of the Contract and any extension of time, the Consulting Engineer understands that monthly unit rates stated in the construction supervision services remuneration schedule are only fixed for a period of 4 years, however the total price quoted in the construction supervision services remuneration schedule is based on a period of 30 months and any deployment beyond this defined duration will be mutually agreed upon on the associated terms efforts and fees which will be based on the fixed rates. Please confirm.	Confirmed.
50	General	Our understanding is that the project is a green-field development and therefore there are no existing utilities within the project site (i.e. no demolition / diversion works). Please confirm.	Relevant utilities departments shall be consulted on existence of any services affected by the works.



No.	Item in Tender	Queries By Bidders	Response by SEZAD
51	General	<p>Please advise on the following in light of the existing Tender Document of the project:</p> <ul style="list-style-type: none"> <li>-Infrastructure systems, i.e. water supply, firefighting, sewage, drainage, etc.</li> <li>-The level of details available for each system</li> <li>-Source of water supply</li> <li>-Sewage disposal system and if there is sewage treatment plant in the project</li> <li>-The utilities under the proposed connection road between the port and the industrial area</li> <li>-Buildings, there built up areas and structural systems.</li> <li>-Electrical and mechanical works and their types and extent</li> <li>-Whether the project will be constructed in packages or only one package.</li> </ul>	<p>Buildings and utilities are excluded. These will be constructed at a later stage. Drainage and service corridor for the road connecting the breakwater and the road connecting the Port to the Industrial Complex is included.</p> <p>Please refer to the preliminary Tender Documents “Construction of the Fishery Port (Marine and Road Related) at Duqm” available for viewing.</p>

