



Ref.: DUQM/2016/T29/15-3

Date: February 09, 2016

Circular No. (3)

Reference: TENDER 29/2015 – Consultancy Services for Construction Supervision of the Fishery Port at Duqm

Tender Documents Collection date: 04th
January 2016

Submission date: Tuesday/16th Feb 2016

1st Revised Submission Date: Tue/08th March 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.

NOTES:

- All Bidders are to endorse this Circular and attach it as part of their tender submission.
- Last date for the further Queries/ Clarifications shall be Thursday/18th Feb 2016.
- Submission (Closing) Date of tender: Tuesday/08th March 2016 at 12h00, Muscat Time.

Kind regards


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 - 02



No.	Item in Tender	Queries by Bidders	Response by SEZAD
1	General	<p>Please clarify the role of the Contractor in relation to the marine component of the Project. On one hand, the TOR (page 2) states that the Contractor has to verify the existing design. On the other hand, the TOR Section 3.2 defines exhaustive design requirements that have to be carried out by the Contractor and checked by the Consulting Engineer. Please clarify the Contractor's responsibilities in relation to the marine design of the fishery harbour. In other words, is this an EPC Contract or a normal design-bid-construct contract. In case of the latter, we understand that the original designer will claim responsibility for the design.</p>	<p>Contractor has to verify available design as already provided in the construction Tender document and contractor has to redesign in case he find design inadequacy.</p> <p>The full design responsibility lies with the Contractor.</p> <p>Contractor has to carry out the design for items where the design is not provided in Tender documents, but required for Fishery Port.</p> <p>Consulting Engineer has to verify and approve all the design related to Fishery Port.</p> <p>The details of design verification and design components are specified in the Construction Tender documents, which is available for viewing.</p>
2	General	<p><u>Design NOC/ Authorities Approval -</u></p> <p>Please confirm that, obtaining NOC's and Authorities approval shall be the responsibility of the Contractor. However, the consultant will assist the Contractor as required.</p>	Confirmed



No.	Item in Tender	Queries by Bidders	Response by SEZAD
3	General	<p>1. Review of Construction Tender Documents</p> <p>1.1. Please confirm that the review & modification of the tender document as mentioned in sec. 3.1 page 21 is not required (i.e. tender document review is outside the scope of the consultancy services) as the tender for appointment of contractor is being floated / has been floated as mentioned in the RFP/ as known during visit to the Client Representative office <u>OR</u>, please clarify.</p> <p>1.2 Please confirm that the tender documents is based on (a) the detailed design drawings for the Fishery Port (Marine & Road related works) and (b) the concept/ preliminary level design drawings for the roads connecting the Fishery Port to the Fishery Industrial Complex (Design & Build Part).</p>	<p>Consulting Engineer has to quote for the items as required in the Tender. However, the item not executed shall not be paid.</p> <p>Tender Document is based on the requirement of proposed Fishery Port.</p>
4	General	<p><u>Previous Study & Investigation Report</u></p> <p>Please confirm that the successful consultant will be provided with all previous studies, investigation and design reports for the project that were carried out by the Client/ other Consultants.</p>	<p>Design and investigation reports as provided in Volume V of the Construction Tender will be provided to the successful Consultant. These documents are available for viewing during Tender Stage.</p>



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5	General	<p><u>Field Survey and Investigation</u></p> <p>All related field survey and investigation for the project shall be carried out by the contractor under the construction contract and report of the same shall be provided to the Consultant for design review purpose.</p>	Confirmed.
6	General	<p><u>Alignment and Length of the Road</u></p> <p>Please provide a site map showing proposed alignment and approximate length of the road connecting the Fishery Port to the Fishery Industrial Complex.</p>	Proposed alignment and approximate length of road connecting the Fishery Port to the Fishery Industrial Complex is subject to Contractor's proposal and design
7	General	<p><u>Structural Works (Buildings & Bridges)</u></p> <p>Please confirm that the design review of the buildings, bridges and grade separated roadway structures is not required/ outside the scope of the consultancy services <u>OR</u>, please clarify the extent/ scope of the services relating to building & bridge works.</p>	Confirmed.



No.	Item in Tender	Queries by Bidders	Response by SEZAD
8	General	<p><u>Program of Services</u></p> <p>We understand that the design review/ design support services is required to be provided from commencement to completion of the project over a construction period of 30 months. Please provide indicative duration for the following to enable us to prepare a program to include in the proposal:</p> <p>7.1. Duration for the design verification submission by the contractor for the Fishery Port (Marine & Related Road Works).</p> <p>7.2. Duration for design submission by the Contractor for the Roads Connecting Fishery Port & Fishery Industrial Complex.</p>	<p>Duration should be finalised between Contractor and Consulting Engineer, subject to Client's approval.</p>
9	General	<p><u>Utilities & Electrical Works</u></p> <p>Please define the extent / scope of the services relating to wet and dry utilities, i.e. a list of the items (such as water, sewerage, firefighting, irrigation etc.) that will require design verification.</p>	<p>Utilities required by the relevant authorities/utilities providers as part of Contractor scope will require the design verification.</p>



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10	General	<u>EIA</u> – Please confirm that the EIA has already been carried out and is outside the scope of the services.	Contractor has to obtain EIA approval for Construction and this is included in the scope of services.
11	General	<u>Traffic Study / Traffic Impact Study</u> Please confirm that the traffic study for the project area shall be carried out by the Contractor and the study reports, including traffic survey data, shall be provided to the consultant for review.	Contractor will provide all studies and reports related to traffic for Consultant review.
12	General	<u>Landscaping Works</u> Please confirm that the landscape works is outside the scope of the services.	Confirmed.
13	Appendix B to Form of Agreement	We find that the amount of insurance cover required is Rials Omani five (5) million and from our experience, it is to be very high for the proposed project. Hereby we would like to mention that we have an ongoing professional indemnity cover of Rials Omani one (1) million and propose that we quote for your project under this cover. Kindly confirm that this shall be acceptable to you.	Refer Addendum to be issued.
14	General	In order to increase ours competitiveness we would like to participate at the tender in Joint Venture with another international company already based in Oman. Please clarify if it is allowed.	Joint Ventures are permitted as Bidders. SEZAD would require for both Companies (and with the Lead Partner, if any) to provide a jointly-signed 'Letter of Undertaking' of the Joint Venture entity).



No.	Item in Tender	Queries by Bidders	Response by SEZAD
15	Fishery Port first bullet, Page 2,	Bidder requests Client to replace "verification" with "review" to align with balance of tender document and the intent of the Tender.	Page 2, Fishery Port first bullet is the scope of Construction Contractor
16	Third paragraph, Page 12	Bidder requests Client to remove the words "and approve". The Tender is for review only.	The Consulting Engineer has to review and approve Contractor's submissions in consultation with Client.
17	Clause 1.7.13	In the Tender Document Section 1 – Instructions to bidder - in the clause 1.7.13 is indicated that it is mandatory for the Bidder to provide "A forecast of anticipated interim valuations related to the proposed service schedule, taking into account the annual Cash Flow inserted by the Client in the Appendix to the Form of Tender". In item 6 of the Appendix to the Form of Tender is missing the annual Cash Flow that should have inserted by the Client. Kindly confirm it.	Do ignore this requirement for this tender. Upon award, the Successful Bidder (Consultant) shall be sought to work/develop the cash-flow (as required).
18	clause 1.19	Bidder requests an extension of two (2) weeks to the deadline for submission of Tenders to 1 st March 2016.	SEZAD in further review and consideration, has now granted an extension to a new Revised Submission (Closing) Date. A separate Circular is being issued to effect the revised new Submission (Closing) Date.



No.	Item in Tender	Queries by Bidders	Response by SEZAD
19	clauses 3.2,	Bidder requests Client to replace "check" and "checking" with "review" and "reviewing". The Tender is for review only.	Consulting Engineer has to comply fully with the clauses as specified.
20	clauses 3.2.1, 3.2.2, 3.2.3 and 3.2.4	Bidder requests Client to remove the word "check" The Tender is for review only	
21	Clause 4.1.2.5 (as replaced in Circular No.1)	Bidder requests Client to remove "check" "verify" and "approve" and replace "approve" with "respond to"	Clause 4.1.2.5 shall remain.
22	, clause 4.1.2.6	Bidder requests Client to remove this clause as "inspection and testing" is by EPC Contractor.	Clause 4.1.2.6 shall remain.
23	clause 4.1.2.8	The Consulting Engineer can only review these documents. It is the Client's own assessment as to whether the "adequacy and authenticity of all certificates, insurances, performance bonds, indemnities, ownership of plant etc." is suitable for their purposes	Clause 4.1.2.8 shall remain.
24	clause 4.1.2.17	Bidder requests Client to remove this clause as the work covered by this Clause is by the EPC Contractor.	Clause 4.1.2.17 shall remain.
25	Clause 4.1.4.1	Bidder requests Client to confirm that the role of the Consulting Engineer is to assist the Contractor and not "carry out all such duties and fulfil the requirement."	Confirm.



No.	Item in Tender	Queries by Bidders	Response by SEZAD
26	Clause 4.1.4.5	Bidder requests Client to confirm that this clause is applicable to mobilisation of the Consulting Engineer's personnel only.	This Clause relates to the Contractor's mobilisation.
27	Clause 4.1.5, first paragraph	Bidder requests Client to replace the word "approved" with "reviewed". The Tender is for review only.	Clause 4.1.5 shall remain.
28	Clause 4.1.5.6	Bidder requests Client to define the key staff positions.	Resident Engineer, Assistant Resident Engineer, Resident Inspector.
29	Clause 4.1.7	Bidder respectfully suggests that the "Operation and Maintenance Report" should be produced by EPC Contractor.	Clause 4.1.7 shall remain.
30	Clause 4.1.9.13	Bidder requests Client to remove this clause as EPC Contractor should prepare the required number of copies of their own contract.	Clause 4.1.9.13 shall remain
31	Clause 4.1.10.3	As per above comments on clause 3.2.8, Bidder requests Client to change this to 3 weeks as some of the design packages will be extensive.	Refer to Circular No 1.



No.	Item in Tender	Queries by Bidders	Response by SEZAD
32	Clause 6.2.4	Referring to Item 6.2.4 of the TOR: We understand that accommodation will be provided by the Contractor. Please confirm that the Contractor will provide suitable accommodation for each site supervision staff for the duration of the project and maintenance period. Please provide specific details of the accommodation provided by the Contractor for each supervision staff member	Detail are specified in Construction Tender are available for viewing.
33	Clause 6.3	In the Section 6.3 Schedule of Remuneration for Construction Supervision Services the duration for Quantity Surveyor, Marine and Land Surveyor and Underwater Inspector is 15 months. But as the services are required throughout the project we request you to extend the duration for full ie.30 months.	Refer Addendum to be issued.

