

الدقم Duqm

هيئة المنطقة الاقتصادية الخاصة
Special Economic Zone Authority

Sultanate of Oman سلطنة عُمان



URGENT

Ref.: DA/2-4/2015/T23/15-2

Date: October 25, 2015

Circular No. (2)

Reference: SEZAD Tender No. (23-2015) "Consultancy Services for Construction Supervision of the Utility Service Corridor Project in Duqm "

Date of Collection of Tender Documents:
24/08/2015

Submission date: 03/11/2015

New extended submission date: 24/11/2015

Subject: Reply to Queries

Reference to the bidder's clarification on the above subject.

Please 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 SEZAD shall not accept any further queries as tender shall be sub- mitted on Tuesday November 24, 2015 at 12h00, Muscat Time

Kind regards


SEZAD, Tenders & Contracts.





Circular No. (2)

Reference: Consultancy Services for Construction Supervision of the Utility

Service Corridor Project in Duqm

SN	Query	Answer
1.	<p>It is stated in the form of agreement that:</p> <p>Period for Supervision Services (24 Months)</p> <p>Period for Design Services (24 Months)</p> <p>we understands that the scope of the Design Services is as follows:</p> <p>1.1 The Total duration of the project is 24 months including design and supervision</p> <p>1.2 Design and any alterations./changes to the design shall be carried out by the EPC Contractor & his Designer.</p> <p>1.3 Design Deliverables prepared by the EPC Contractor shall be submitted to the (Supervision Consultant) for Design Review and comments.</p> <p>1.4 All design liability shall be on the EPC Contractor.</p>	<p>1.1 Confirmed</p> <p>1.2 Confirmed</p> <p>1.3 Confirmed</p> <p>1.4 Confirmed. However, design consultant will responsible for making sure that design is functional meeting project objective and complies with the accepted design standards.</p> <p>1.5 Design stages will be determined by the EPC Contractor and Client.</p> <p>1.6 Confirmed.</p> <p>1.7 Confirmed.</p>





<p>1.5 We understand that the EPC Contractor shall carry out and deliver the design works on one design stage only (Detailed Design)</p> <p>1.6 The Consultant shall responded to the submitted design deliverables within 14 days from date of submission.</p> <p>1.7 Supervision Consultant shall ensure that the design review team is available for review of design documents for the duration of the construction period.</p> <p>Please Confirm this understanding?</p>	
<p>2. On Page 21 – Clause 3.2 – Articles (d, e & f):</p> <p>“The Consulting Engineer shall also carry out the checking, review and analysis of any modifications/changes to the original design of civil engineering works/structures in the Project by the Contractor/Client/third parties.”</p> <p>Is there any limitation to the number of design changes that have to be considered for the design review?</p>	<p>No limitations on number of design changes.</p>



3.	<p><u>On Page 22 – Clause 3.2 – Article (i)</u></p> <p>“Prepare and submit for each submission, evaluation report, analysis and design Calculations etc. within 2 weeks upon receipt of the Contractor’s submission.”</p> <p>How many design submittals are expected?</p>	<p>No limitations on number of submittals. Consultant to estimate and bid accordingly.</p>
4.	<p><u>The design fee is requested as a Lump-sum value.</u></p> <p>We suggests fixing the number of design submissions and number of Design Reviews per submission.</p>	<p>No alteration or changes to tender document allowed.</p>
5.	<p><u>On Page 22 – Clause 3.3:</u></p> <p>It is stated that:</p> <p>“The members of the design team shall visit the project site on a regular basis and provide full design support to the site construction supervision team.”</p> <p>We current understanding is that the design team shall not necessary visit the site regularly, but will</p>	<p>Frequency of site visit by design team will be determined on as-needed basis or requested by Engineer or Client.</p>



	<p>visit the site whenever needed or requested by the Design Manager.</p> <p>Please confirm this understanding is correct.</p>	
6.	<p>Section 3 Scope of Services</p> <p>The scope is silent if a review of design packages is to be undertaken prior to or during the Tendering Process:</p> <p>Please advise if a review in accordance with, or similar to, that defined in the following statement is required.</p> <p>Preconstruction Award</p> <p>CONCEPTUAL / TENDER DESIGN REVIEW</p> <p>Undertake a review of the options & prepare a report for consideration, any actions required to finalise the design to be addressed & approved in preparation for going out to tender of the construction works to mitigate the possibility of VO's at a later stage during construction.</p>	<p>No such reviews during tender process are included as part of this contract.</p>
7.	<p>Section 3 Scope of Services</p> <p>From experience in conducting design reviews, we proposes the following sequence for EPC contracts,</p>	<p>Design review stages are determined by EPC Contractor and Client.</p>



	<p>Post Contract Award</p> <p>This phase of the project design has been broken into 2 parts to ensure design completion by the contractor and enable early release of construction packages.</p> <p>Step A - DETAILED DESIGN (Preliminary)</p> <p>This will comprise of 1 single comprehensive review of all disciplines for the complete project facility inclusive of a review, review workshop & close-out review.</p> <p>STAGE B - DETAILED DESIGN (Final)</p> <p>This will comprise of 1 single comprehensive review of all disciplines for the complete project facility inclusive of a review, review workshop & close-out review.</p> <p>Please confirm your acceptance of this approach.</p>	
8.	<p>Design Services - It is envisaged that the Design Services will act in a support capacity to the Site Supervision team and therefore can provide their services remotely located in the consultants' office, as required.</p> <p>Please confirm.</p>	<p>Confirmed. However, design team will require to visit site as needed or requested by Engineer or Client</p>





9.	<p>Section 3 Scope of Services</p> <p>The RFP scope is silent with regard to landscaping, please clarify if this is to be included and provide details of expectations.</p>	<p>Final detailed design scope will be prepared by EPC Contractor according to project need.</p>
10.	<p>We understand that the following shall be provided, by the project, free of charge to the supervision consultant team: fully furnished and equipped air-conditioned site office accommodation, including printers, photocopier, plotter, fax machine, broadband internet connection, office consumables/stationery, computers/laptops with necessary software, running costs and utility services, cleaning and maintenance.</p> <p>Please confirm that this understanding is correct</p>	<p>Refer to EPC contract for this detail.</p>
11.	<p>We note that the remuneration table included in the RFP does not include certain staff positions such as;</p> <p>Bridge Engineer, Planning Engineer.</p> <p>Please clarify if tenderers may include a schedule of rates for additional positions that are considered to be necessary for compliance with the scope of works.</p>	<p>No</p>



12.	<p>Page 2: Introduction, General comment: In the EPC ITT, volume 1, part 3 it is stated that the Form of Contract for the EPC design, procurement and construction work is FIDIC Yellow Book, which is a standard for design and construction projects. In addition, in volume 2 and 3 it is stated the contract is design and build. Consequently, this ITT does NOT lead to an EPC contract! The FIDIC standard for EPC contracts is Silver Book. If you want and an EPC contract we suggest to change the EPC ITT to Silver Book.</p>	<p>Yes, FIDIC Silver book will be used for this contract, not yellow book.</p>
13.	<p>Page 12: In the ITT for the design and construction there is mentioned only one (1) container for the "Engineer". In this ITT you are requesting for a staff of 9 people. One container is insufficient, this shall be minimum four (4) containers.</p>	<p>Refer to Section 20 "Office accommodation for the Engineer and staff" of EPC Contract for detail of accommodation provided by EPC.</p>
14.	<p>Page 14: In 1.19 is requested 2 separate envelopes:</p> <ul style="list-style-type: none"> a. 1 technical; original and copies b. 1 financial; original and copies <p>On page 4 you are requesting 1 envelope containing everything. Please clarify.</p>	<p>Submit one envelope containing everything.</p>



15.	Page 21: Please inform the bidders for the design and build that the checking of documents can take 14 calendar days.	We will make sure to allow 14 calendar days of review time.
16.	Page 21, item (a): It is stated in section 3.2 (Details of Design Services) and also in section 4.1 (Construction Supervision Services) that the Consulting Engineer shall approve work of the Contractor. Since this is an EPC contract, design, procurement and construction remain the responsibility of the Contractor for which no approval is granted by the Consulting Engineer on behalf of the Client. Is this assumption correct? We propose to return documents with status 'Release for Detailed Engineering' or 'Release for Construction', leaving final responsibility at the EPC contractor.	EPC contractor will be fully responsible for engineering, procurement and construction. However, consulting engineer's job is to make sure that Contractor's design fulfils the purpose and need of the project, and complies with the intended standards.
17.	Page 22, item (h): In the ITT for the design and construction is stated that the listed surveys are included in the scope of work of the EPC contractor. Please clarify if and why these works are also to be performed by the Consulting Engineer.	Consultant will be responsible for preparing condition of Contract and specifications for survey work for hiring third party surveyor, if requested by Client.
18.	Page 22, item (i): Please confirm that you mean that we have to react to the contractor within 14 days after his submittal of any document.	Consultant to approve/reject/comment any contractor's submittal within 14 days.





19.	Page 25, item (l): We would like to propose that the contractor prepares the weekly and monthly progress report to the approval of the Consulting Engineer. Please confirm	No proposals or conditions allowed. Follow the condition of contract and scope of work.
20.	Page 25: (p): As built drawings, and in addition operational and maintenance manuals etc. have to be supplied by the EPC Contractor. The Consulting Engineer should only check and approve the drawings for status 'As-Built'. Please clarify.	EPC contractor will prepare as-built drawings and submit to consulting engineer for approval.
21.	Page 26, section 3.3 (Qualifications of Design Team) and section 4.2 'Qualification of Site Supervision Staff': a relatively large number of personnel is specified. In relation to the EPC Contractor's responsibilities and the relatively limited project size and scope, as few as 3 fulltime members for a Design Team and subsequently as Site Supervision Staff may be sufficient, supported by few part time specialized members to rely on. Is the Client open for suggestions regarding a lesser number of personnel required if we can motivate that in our project approach?	No.
22.	In addition to above mentioned question: the required construction time is of major impact to the Bidder's price for Consulting Engineering services.	No alteration in project duration is allowed.

2



	As stated in our remarks to the EPC ITT below, we consider a construction period of 1.5 years far too long. How may the Bidder take a shortened construction period into account?	
23.	Page 28 (b) : Is it correct that the Contractor only will supply a working space/office for the Consulting Engineer, so these costs are not to be included? Please clarify.	Refer to footnote on page 30 under table "Schedule of Remuneration for Construction Supervision Services".
24.	Page 29, remark to the *: The scope covers also the maintenance period. Will the site offices be available for the Consulting Engineer during this period?	Client is responsible for providing office accommodation if the consultant's services are prolong to cover maintenance period.
25.	Page 34: Please clarify to which clauses you are referring to in the Appendix to Form of Tender.	This "Form of Tender" is very clear and no further clarification is needed.
26.	Page 34: Considering a 60 days payment time, we would like to agree upon an advanced payment. Is that acceptable?	No
27.	General: Please confirm that we are not responsible for the completeness of the bid documents for the EPC Contractor, as we are not involved in the tender procedure.	Confirmed.





28.	<p>Note: Our general impression of the Project and the EPC Tender Documents is that the scope of work is relatively limited and simple: the (civil works of the) corridor of 6 km in length, without pipelines.</p> <p>Considering this, the Tender specification is extended but not comprehensive. The description of the works is limited, which leaves too much space for interpretation by the Contractors. Our concerns are expressed in the questions below:</p>	<p>Consultant is responsible to perform his design and supervision services as detailed in Section 4 and 5 of tender document.</p>
29.	<p>The sizing of the "engineering" team is to be mentioned to the contractor.</p>	<p>Yes, will be communicated, once awarded to successful bidder.</p>
30.	<p>Missing are the project management tools the contractor has to submit, such as weekly and monthly progress reports.</p>	<p>Contractor will submit weekly and monthly progress report to Consultant. However, Consultant is responsible submitting weekly and monthly report to the client</p>
31.	<p>Page 24: Part 3 – conditions of contract. You are mentioning and EPC contractor for the design and construction. Fidic Yellow book is however for design and construct project. Silver book is for EPC contracts. Please clarify the obtained form of contract.</p>	<p>FIDIC Silver book will be used for this contract, not yellow book.</p>
32.	<p>Page 67: You are mentioning "Primavera". To our international experience this is a complicated scheduling programme. We consider Microsoft</p>	<p>Management software used by Consultant shall be compatible with the software used by EPC Contractor</p>



	projects to be easier to handle by most contractors, sub-contractors and third parties.	
33.	Page 68: We would add a paragraph with project management (incl. weekly and monthly progress reports).	No addition or alteration of tender document is allowed.
34.	Page 78: This page contains the Contractor's C&S scope. A detailed list of Contractor deliverables seems to be missing. This detailed list of deliverables should be provided.	List of deliverables will be prepared by EPC contractor.
35.	Page 78: Topographic and soil investigations are part of the scope of work. This is a contradiction with the ITT for the Consulting Engineer, see above question no. 6.	Refer to response for comment No 6. Same is applicable for both topographic and soil investigation.
36.	Page 82: You have to indicate to the contractor how much space is required for phase 2.	Refer to conceptual drawings.
37.	Page 86, chapter 16, regarding 'Deliverables', the following is stated: 'the Deliverables List attached with this document'. This document appears to be lacking. Please clarify.	List of deliverables will be prepared by EPC contractor.
38.	Page 88: 1 container for the "Engineer" is not enough with a staff of 9 people.	Refer to the Table in Section 20, on page 88 of EPC Contract for details of accommodation.



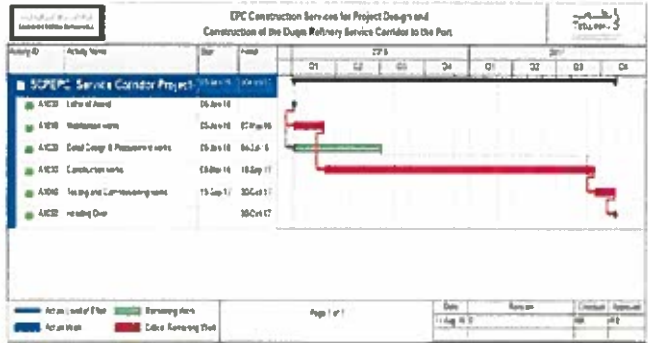


39.	Page 92: Item 1.0 You have to inform the contractor of a checking time of 14 calendar days.	We will make sure to allow 14 calendar days of review time.
40.	Page 92: Item 2.0 The operational (if any) and maintenance manuals should also be included.	Operational and maintenance manuals, if required, shall be prepared by EPC Contractor and approved by Consultants.
41.	As it is an EPC contract the Contractor is also responsible for the design. However, the boundaries the Contractor shall operate within, seem to leave a lot of room for interpretation. Is the Client planning on further specifying technical specifications / boundaries?	Consultant shall make sure that design and specifications proposed by EPC Contractor will serve the intended project purpose.
42.	As an example of abovementioned point: Volume 2 states: 'New pipeline support structures for the Service Corridor shall be EPC Contractor's scope of Work.' Laying the pipelines is not part of the contractor's scope. How is the Contractor to determine the distance between pipe supports and the forces working on the pipe supports after all pipelines in the corridor are operational? (Without further specifications the Client might end up with a series of undersized pipe supports, both in strength as in the number of supports applied.)	It is responsibility of EPC Contractor to liase with all stakeholders including refinery and any potential client that might use these infrastructure determining all necessary parameters and requirements of pipe supports.



2



43.	<p>Volume 2, 'Schedule 10 - Times of completion', p102-103: Item A1020 of the Project Schedule seems to leave little over two months for both the design (by the Contractor) and design review (on behalf of the Client), before the Construction works commence. Does the Client regard this limited period as feasible?</p>	<p>Attached schedule is very preliminary. Successful EPC Contractor will submit a detailed design and construction programme for Engineer's approval.</p>
44.	<p>Volume 2, 'Schedule 10 - Times of completion', p102-103, item A1030: the Project Schedule specifies a total construction time of a year and a half (and Q1 2016 to end Q3 2017). For construction of a pipeline corridor (without the actual laying of pipes) a construction time of half a year might suffice. Does the Client care to explain the necessity of an elongated construction period? And has the Client already received Contractor's specifications for the actual construction time required?</p>	<p>See response for Item No 30. Contractor shall prepare detail construction specifications.</p> 
45.	<p>Page 104: The LD's are related to the hand-over date of October 30, 2017?</p>	<p>It depends on schedule proposed by the Contractor.</p>



2