



NCB No: RDA/CDB/IFB/2020/002/NCB
Hope Hill to Sabbath Hill Road Rehabilitation and Slope Stabilization, Tortola
CLARIFICATION NO. 1
May 25, 2020

Table 1 - Response to Request for Clarification No. 1 dated May 21, 2020

Request for Clarification No.1	Client's Response No.1
Nr 01. <u>GCC 2.3 (i) of the Particular Conditions of Contract:</u> refers to “Environmental Guidelines” these documents were not part of the Bid Package. Please advise?	These Guidelines refer to the Environmental and Social Management Plan included in the Bid Documents
Nr 02. <u>GCC 13.1 of the Particular Conditions of Contract: item (a)</u> refers to “for loss or damage of the Works, Plant and Materials: 110% of the value of the works”. We are of the view that this percentage is not in keeping with the industry standards and should not exceed the value of the works i.e. 100%.	Refer to ITB sub-clause 14.2
Nr 03. GCC 13.1 of the Particular Conditions of Contract: item (c) refers to “for loss or damage to property (except the Works, Plant, Materials and Equipment) in connection with Contract US\$1,000,000.0”. We of the view that this amount is not in keeping with the industry standards and would suggest the amount of US\$500,000.	
Nr 04. <u>GCC 13.1 of the Particular Conditions of Contract: item (d) (i)</u> refers to “of the Contractor’s employees US\$ 1,000,000.0” we are of the view that this amount is not in keeping with the industry standards and would suggest the amount of US\$500,000.	
Nr 05. <u>GCC 13.1 of the Particular Conditions of Contract: item (d) (ii)</u> refers to “other people \$1,000,000.0” we are of the view that this amount is not in keeping with the industry standards and would suggest the amount of US\$500,000.	

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<p>Nr 06. GCC 44.1 of the Particular Conditions of Contract: states: “The Defects Liability Period is 365 days” We have reviewed the bid documents including the drawings and specifications to determine the nature of the works to be undertaken and would suggest that a defects period of 183 days is more in keeping with project scope.</p>	<p>Refer to ITB sub-clause 14.2</p>
<p>Nr 07. <u>GCC 45.1 of the Particular Conditions of Contract:</u> states: “The Contract is not subjected to price adjustment in accordance with GCC Clause 45”. Please note that there are several materials subjected to <u>extreme price increases</u> which is rising on a daily basis due to covid-19. Please see “Appendix A” Market report for lumber to demonstrate the situation now being faced by bidders. We are of the view that the removal of this particular Sub-Clause has exposed the Bidders to undue risk that cannot be priced accurately in any bid submission. Please review.</p>	
<p>Nr 08. <u>GCC 46.1 of the Particular Conditions of Contract:</u> states: “The proportion of payment retained is 10%”. We would suggest the amount to be retained per Monthly Statements should be 10% however, the limit should be 5% of the Contract Amount. Please consider.</p>	
<p>Nr 09. <u>GCC 47.1 of the Particular Conditions of Contract:</u> states: “The maximum amount of liquidated damages for the whole of the works is 5% of the final Contract Price”. Firstly, the final contract price will only be known at the Final stage, therefore the bidder is placed at a disadvantage to determine his liability under the contract, this should be amended to read “contract amount”. Secondly, 5% Liquidated Damages for Civil Works is extremely excessive and not in keeping with the industry norms. We would suggest 2.5%.</p>	

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<p>Nr 10. <u>Duty Free:</u> Please advise if this project would be subjected to Duty Free concessions as recommended by the Caribbean Development Bank (CDB)?</p>	<p>This project would be eligible for duty free concessions in accordance with the loan provisions</p>
<p>Nr 11. <u>GCC 50.1 of the Particular Conditions of Contract:</u> states: "Performance Bond: 30% of the Contract Price". We would request the Bidding Agency review this percentage as the securing collateral required by local bonding institutions is equivalent to the requirement of Banks i.e. Property and Currency. Additionally, if a Performance Security (Performance Bond) is used in Lieu of a Bank Guarantee the bonding period is extended to the end of the Defects Liability Period. We would suggest the Performance Bond percentage be set as 5% and expires at taking over.</p>	<p>Refer to ITB sub-clause 14.2</p>
<p>Nr 12. <u>GCC 56.2 of the Particular Conditions of Contract:</u> states: "as built drawings and/or operating and maintenance manuals... US\$ 5,000.00." This amount should be equivalent to the time a competent Engineer should take to update the drawings. We would suggest \$250-day x 10 days = 2,500. Please note that this cannot be viewed as a penalty by the Bidding Agency, it should be viewed as the amount to correct the default.</p>	
<p>Nr 13. <u>GCC 58.1 of the Particular Conditions of Contract:</u> states: "The percentage to apply to the value of works not completed... is 25%". We are of the view that this % should not be treated as a penalty but to off-set the cost of inflation etc. Please see Appendix B as issued by the Government of the BVI.</p>	
<p>Nr 14. <u>GCC 26.3 of the Particular Conditions of Contract:</u> states: "The amount to be withheld for late submission of an updated Programme is Three Thousand United State Dollars (US\$ 3'000.00)". We would suggest that the amount should not be treated as</p>	

<p>a penalty. A Project Manager would take 8 hr. x 75.00 per hr. = 600.00 which would place the Employer in the position as if the event did not occur.</p>	
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Table 2 - Response to Request for Clarification No.2 dated May 22, 2020

Request for Clarification No.2	Client's Response No.2
<p>Nr 15. Bill of Quantities File: refers to "Issued Electronic Copy Bill of Quantities (BoQ) File". MCL is requesting an editable version of the xls file to allow for rate development and proper pricing.</p>	<p>The excel file provided suffices.</p>
<p>Nr 16. Filling Behind Structures: reference is made to "BoQ Part 5 Retaining Structure item E615.1 please see attached Appendix "A"". We have reviewed the Specification documents; however, we were unable to locate any specifications as it pertains to "Filling Behind Structures". Please advise.</p>	<p>Refer to technical specifications.</p>
<p>Nr 17. Strength of Concrete Blinding: reference is made to "BoQ Part 5 Retaining Structure item F237.1 which refers to Class 15/20". Please note that this mix design does not appear in the specification refer 401.3 "Concrete Classes, Table 4.2 please see attached Appendix " B". Please provide the Class Strength for Class 15/20 mix?</p>	<p>A precedent requirement for proceeding with concrete works shall be a mix design, detailing the material proportions required to yield the concrete strengths quoted in the technical specifications.</p>
<p>Nr 18. Expansion Joint: reference is made to detail 10 on Drawing C-02 entitled "New Retaining Wall 1 and 2 Layouts Section and Details" which shows "Expansion Joint Detail" stating "Bejs Impregnated Foam". However, specification 401.24.1 "Preformed Expansion Joints, Part 1 - General" states silicone pre-coated, pre-compressed, self-expanding, sealant system, please see Appendix "D" for reference. We note the conflict between the description on the drawings and the specifications. Please clarify.</p>	<p>Refer to technical specifications.</p>
<p>Nr 19. Weep Holes: We refer to detail 16 on Drawing C-02 entitled "New Retaining Wall 1 and 2 Layouts and Details" which shows "Weep Hole Detail please see Appendix "D". Please advise on the pipe schedule</p>	<p>Refer to technical specifications.</p>

to be used for e.g. Schedule 40, 80 etc.?	
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