

**PACIFIC AVIATION INVESTMENT PROGRAM**

**SAMOA AVIATION INVESTMENT PROJECT**

**Procurement of Physical Works for Airport Pavements, Drainage and Service Infrastructure, Faleolo International Airport, Samoa**

**CONTRACT REF: SAA/ICBW/S-A15.4**

*1<sup>st</sup> August 2017*

**CLARIFICATION NO.7 TO THE BIDDING DOCUMENTS**

The PAIP TFSU would like to issue the following clarification in response to question asked by a bidder in relation to the above named tender. The question and answer are provided below:

<b>Item No.</b>	<b>Ref No and bid document page no.</b>	<b>Bidder's Question</b>	<b>Answer</b>
1		Can the AGL design documents (including drawings) be made available in support of estimating civil works required to support the AGL installation? It is mentioned that the Contractor should refer to Airways drawings for layouts of the AGL. Can these be provided?	Yes, refer link below: <a href="https://www.dropbox.com/sh/0y9cm81fh6o978t/AA_Auzhk71ZqAzZaQcVXDH2R3a?dl=0">https://www.dropbox.com/sh/0y9cm81fh6o978t/AA_Auzhk71ZqAzZaQcVXDH2R3a?dl=0</a> <a href="https://www.dropbox.com/sh/18gnz9t1cfag4xe/AAA_qtxtK47BYNv9ijLMbaLNTa?dl=0">https://www.dropbox.com/sh/18gnz9t1cfag4xe/AAA_qtxtK47BYNv9ijLMbaLNTa?dl=0</a>
2		Will civil works for the NAVAIDS also be required? If yes, please provide more specific information to allow estimation of civil work quantities.	No civil works for the NAVAIDS are required
3		Can more information relating to the existing fuel supply be provided in terms of capacity and supply from the fuel farm?	More information can be obtained directly from PPS: PPS General Manager – Mr. Samau Etuale Sefo: <a href="mailto:EtualeS@ppsamoa.com">EtualeS@ppsamoa.com</a> Fereti Filipe – <a href="mailto:feretifilipe13@gmail.com">feretifilipe13@gmail.com</a>

4		Will an oil separator be required for the new apron drain? If an existing oil separator exists, can more information be provided?	Oil separator will likely be required, however, this will be dependent on Contractor apron design.
5		When can the Contractor expect to receive the Geotechnical Studies mentioned in Section 1.12.2 from the Employer? This will be required to assist with the tender design.	Refer links below (these are all within the reference dropbox link provided):  <a href="https://www.dropbox.com/sh/eru2zmel6bp7c14/AA/Cx8wnBxY2wLPprW5LGTqWda?dl=0">https://www.dropbox.com/sh/eru2zmel6bp7c14/AA/Cx8wnBxY2wLPprW5LGTqWda?dl=0</a>  <a href="https://www.dropbox.com/sh/vdyhvrmn50q0wna/ABisAZAFyhIDGkekZhm7C1ia?dl=0">https://www.dropbox.com/sh/vdyhvrmn50q0wna/ABisAZAFyhIDGkekZhm7C1ia?dl=0</a>  <a href="https://www.dropbox.com/s/4c3rt8ulf5p61v5/ANNEX_3.1_GEOTECHNICAL_INVESTIGATION_REPORT.pdf?dl=0">https://www.dropbox.com/s/4c3rt8ulf5p61v5/ANNEX_3.1_GEOTECHNICAL_INVESTIGATION_REPORT.pdf?dl=0</a>
6		Can the 3D-data of the topographical survey be provided?	There is no 3D data available, however, the topographical  <a href="https://www.dropbox.com/sh/gz9l4sz6mv4dc8q/AAD/Cee4f0bNeRaY2XzVe59Oza?dl=0">https://www.dropbox.com/sh/gz9l4sz6mv4dc8q/AAD/Cee4f0bNeRaY2XzVe59Oza?dl=0</a>
7		Can the 2016 Visual Inspection report be provided?	<a href="https://www.dropbox.com/s/0yotaa5z6sdyz3/Samo_a%20Pavement%20Inspection%20Report%20-%20March%202016%20-%20Final%20Issue_Stripped.pdf?dl=0">https://www.dropbox.com/s/0yotaa5z6sdyz3/Samo_a%20Pavement%20Inspection%20Report%20-%20March%202016%20-%20Final%20Issue_Stripped.pdf?dl=0</a>
8		Can the AFL contract Layout drawings be provided?	Refer links below (these are all within the reference dropbox link provided):  <a href="https://www.dropbox.com/sh/0y9cm81fh6o978t/AA/Auzhk717qAzZaQcVXDH2R3a?dl=0">https://www.dropbox.com/sh/0y9cm81fh6o978t/AA/Auzhk717qAzZaQcVXDH2R3a?dl=0</a>
9		Can the selected selections of the AFL Contract Specifications be provided?	Refer links below (these are all within the reference dropbox link provided):  <a href="https://www.dropbox.com/sh/0y9cm81fh6o978t/AA">https://www.dropbox.com/sh/0y9cm81fh6o978t/AA</a>

			<a href="https://www.dropbox.com/sh/a012a3evtonav7e/AA_Dbtuo6sd7pQT_Ey2lTndKa?dl=0">Auzhk71ZgAzZaQcVXDH2R3a?dl=0</a>
10		Can the design drawings of the Terminal Upgrade project be provided?	Refer links below (these are all within the reference dropbox link provided):  <a href="https://www.dropbox.com/sh/a012a3evtonav7e/AA_Dbtuo6sd7pQT_Ey2lTndKa?dl=0">https://www.dropbox.com/sh/a012a3evtonav7e/AA_Dbtuo6sd7pQT_Ey2lTndKa?dl=0</a>
11		Client indicated the location of the laydown area. Is it allowed to change this location?	The three available/designated laydown areas are not to be changed. Staging areas in association with the works may be considered.
12		Please include the location of all airport boundary fences on the survey.	The boundary fences are included in the survey drawings provided
13		Can you provide a list of possible quarries near the airport?	Olo Quarry and Saleimoa Quarry
Special Provisions General Provisions			
14	1.1.3.14(f) Taking Over	As-Builts and O&M Manuals are required for Taking Over. This documentation typically holds up Taking Over being granted. Documentation should be provided before end of Defects Liability period (not as condition for Taking Over).  Please amend items in sub-clause (f) to be provided before Final Completion and removed from the requirements for Taking Over.	The proposed change cannot be accepted
15	1.1.3.14(h) Taking Over	The contractor cannot control timeframes within which Samoan government authorities will issue certificates or approvals – This could delay “Taking Over”.  Delete the words “issued or given by that government authority and ...” and replace with “submitted to the relevant government authority in good faith as to the accuracy and completeness of the application, and evidence of	The proposed change cannot be accepted. Taking over will be subject to issuance of certificates/ approvals

		the same has been..."	
16	4.1 Contractor's General Obligations	Some of the new obligations overlap and potentially contradict with requirements for Taking Over. Proposed change is consistent with requested amendment (above) to clause 1.1.3.14(f), Taking Over.  As a corollary to the above amendment to sub-clause 1.1.3.14(f) (Taking Over), delete the second new paragraph which begins "Prior to the commencement..."	The proposed change cannot be accepted.
17	4.5 Nominated Subcontractors	While none are listed in the Contract Data, there is potential for subsequent Employer Nominated Subcontractors to be unreliable.  Note: No express entitlement to time/money if Nominated Subcontractors default or cause delays.  Please confirm that the Employer will not appoint any Nominated Subcontractors.	There will be no Employer nominated Subcontractors
18	4.21 Progress Reports	The Employer has discretion to "withhold payments" if monthly progress reports non-compliant with reporting obligations. This seems to be a disproportionate penalty to the breach.  Given its discretionary nature, we wish to ensure that the Employer's right to withhold monies under this clause is a proportionate penalty and does not unreasonably impact the Contractor's cash flow. In the first new paragraph, after the word "withhold" insert "... an amount equivalent to five percent (5%) of the payment claim to which the monthly progress report relates..."	The proposed wording cannot be accepted.
19	5.1(d), General Design	New clause (d) requires the Contractor's designers to be available to attend meeting with Employer at all reasonable times.	This is to confirm that the meetings via Teleconference or Video conference are permitted.

	Obligations	Please confirm that meetings via Teleconference or Video conference are permitted.	
20	5.2(b) Contract Documents	The only permitted reason for rejecting documents must be their non-compliance with the contract. The Engineer shall only be permitted to reject the Contractor's Documents under this clause if they are not in accordance with the Contract. In new subparagraph (b) delete the words "... , are not acceptable or".	The proposed change cannot be accepted.
21	14.7 Payment	Various additional rights to deduct from payment claims should be deleted.  Various provisions in the new final paragraph appear to conflict with other clauses in the Contract and should be deleted: <ul style="list-style-type: none"> <li>• Delete (a) – The Employer's right to make deductions for work not in accordance with the Contract is set out in clause 14.6(a).</li> <li>• Delete (b) - The Performance Security must be provided as a condition precedent (clause 8.1(e)).</li> <li>• Delete (d) – The Employer's remedy for any delay in completion of the works by the Time for Completion is the delay damages in clause 8.7.</li> <li>• Delete (e) – The Employer's right to make deductions for the failure to perform any work is set out in clause 14.6(b).</li> <li>• Delete (f) - The right to correct a Payment Certificate is addressed in the final paragraph of clause 14.6.</li> </ul>	The proposed changes cannot be accepted
22	16.4 Payment of	The Contractor should be entitled to consequential loss if we are terminating due to Employer breach.	The proposed change cannot be accepted.

	termination	The additional words "excluding indirect and consequential loss" are not accepted. The Contractor must be entitled to recover it indirect and consequential losses if it is entitled to terminate under clause 16.2.	
23	17.7 Warranties	The Contractor must warrant that when complete the Works will be fit for the purpose they are intended as specified in the Employer's Requirements.  The purpose(s) is not sufficiently clear in that changes can occur without the Contractors knowledge that they can satisfy that requirement.	The purpose is clearly established in the Employer's Requirements.
24		Does this bid accept the bid security issued by Bank of China?  If not, does the bid accept the bid security issued by ANZ bank China Branch?	Bid security issued by ANZ bank China Branch is acceptable