

**PROJECT: NEW ADMINISTRATIVE BUILDING FOR THE NATIONAL ASSEMBLY OF CAMBODIA**

**WORK PACKAGE: MAIN CONTRACT WORK**

**SUBJECT: CLARIFICATION OF BIDDING DOCUMENTS NO.01**

**CLARIFICATION OF BIDDING DOCUMENTS NO. 01**

NO.	BIDDERS' QUERIES	EMPLOYER/ENGINEER'S CLARIFICATION
1	Could you arrange schedule and contact person for site visit?	Please liaise with Mr. Vannak ENG (012 933 651), to arrange site visit.  Note: Construction activities are ongoing. Bidders should bring their own PPE to visit the site.
2	We noticed that Autocad files of several structure drawings are missing (Missing files: Drawing No. ST-3000 to ST-9200). Please provide the missing drawings.	Please find downloadable link below for the full structural drawings: <a href="https://archetypevn-my.sharepoint.com/:u:/g/personal/sarun_chea_archetype-group_com/EXyLfbnMBPhBtiyfsD12J84BHstqE522hYlqhfAxsnf2XQ?e=h9QoEZ">https://archetypevn-my.sharepoint.com/:u:/g/personal/sarun_chea_archetype-group_com/EXyLfbnMBPhBtiyfsD12J84BHstqE522hYlqhfAxsnf2XQ?e=h9QoEZ</a>  (The link is available of 7 days)
3	Please provide soil investigation report.	Please find downloadable link below for the soil investigation report: <a href="https://archetypevn-my.sharepoint.com/:f:/g/personal/sarun_chea_archetype-group_com/Eqr3rOlcEdhAhUpwl6noXvYBYJk8jvkCYHxxmZyUjinuxg?e=PyKT1c">https://archetypevn-my.sharepoint.com/:f:/g/personal/sarun_chea_archetype-group_com/Eqr3rOlcEdhAhUpwl6noXvYBYJk8jvkCYHxxmZyUjinuxg?e=PyKT1c</a>  (The link is available of 7 days)
4	The BoQ excel file is protected. Could you provide password to access the file.	The provided blank BOQ in the Bid Documents is protected only from Column [1] to [4], since the Bidders are not allowed to edit those information. Bidders can edit/input from column [5] only. Please refer to BOQ Cover Page for detailed instructions.

5	Please provide intended design of Building Maintenance Unit.	Refer to the drawings no. NA-AR-5209 and BOQ, as we initial study with the specialist. We proposed using "Trackless Trolley" as specified in drawings. But bidder/contractor could propose the most effective system for the project.																		
6	Please provide capacities of existing connections of electricity power and Water at project site.	<p>Existing building capacity of:</p> <ul style="list-style-type: none"> <li>- Transformer Capacity = 2500kVA, 22/0.4kV, 50 Hz</li> <li>- Water Storage Tank Capacity = 120m<sup>3</sup> (Fire Tank =90m<sup>3</sup>; Domestic Water Tank = 30m<sup>3</sup>)</li> </ul> <p><u>Note:</u> In case the contractor intent to temporarily connect with existing equipment during construction, this shall be subject for advice / approval by client NAC.</p>																		
7	Concerning to demolition works, the materials after demolishing such as door, window, trees, reinforcement, and so on are belong to Contractor (not return to Employer). Please advise.	<p>Please note that the Employer has appointed another Contractor to perform the below scope of work (called "Early Works"):</p> <ul style="list-style-type: none"> <li>- Demolition of existing building, existing fence, existing car shelters (but <u>excluding</u> of the parking's RC pavement road)</li> <li>- Temporary fence around the site</li> <li>- 2 working bored piles (for pile test) and Static Load Test.</li> </ul> <p>The work is ongoing and will be completed by end of February.</p> <p>The Early Works' scope of work is to be excluded from the Bidders' offer.</p> <p>In case some demolitions are to be carried by the Main Contractor, the material after demolition can be kept by the Main Contractor.</p>																		
8	<p>In case of discrepancy between drawing and BOQ, which one takes precedent? Please clarify.</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">4</td> <td style="width: 10%; border-left: 1px solid black; border-right: 1px solid black;"></td> <td style="width: 10%; border-left: 1px solid black; border-right: 1px solid black;"><u>GF Column</u></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td style="text-align: center;">5</td> <td style="border-left: 1px solid black; border-right: 1px solid black; text-align: center;">28</td> <td style="border-left: 1px solid black; border-right: 1px solid black;">Concrete of C45/55</td> <td style="border-left: 1px solid black; border-right: 1px solid black;"></td> <td style="border-left: 1px solid black; border-right: 1px solid black;"></td> <td style="border-left: 1px solid black; border-right: 1px solid black;"></td> </tr> <tr> <td colspan="3" style="text-align: center;">In BOQ</td> <td colspan="3" style="text-align: center;">In General note</td> </tr> </table>	4		<u>GF Column</u>				5	28	Concrete of C45/55				In BOQ			In General note			<p>Please refer to General Note instead.</p> <p>In general, in case of discrepancy between BOQ, specifications and drawings, the order of priority is:</p> <ol style="list-style-type: none"> <li>1- Specifications</li> <li>2-Drawings</li> <li>3-BOQ</li> </ol>
4		<u>GF Column</u>																		
5	28	Concrete of C45/55																		
In BOQ			In General note																	

		(Please refer to Sub-Clause 1.5 of the Conditions of Contract, and the point #2 in the cover page of the BOQ)
9	Please provide nominated subcontractor and suppliers lists. Please clarify the attendance fee for nominated Subcontractors/suppliers coordination.	There are no nominated subcontractors or suppliers. However, refer to Sub-Clause 4.4 of the Conditions of the Contract, the Engineer reserve the right to reject any subcontractor or supplier proposed by the Contractor given that no sufficient evidences were provided that such subcontractor or supplier can perform the Works as intended in the Contract, in particular, but not limited to, essential building's features and equipment (for example carving works on the main entrance, bas-reliefs on the South side of the façade, etc.)
10	Please provide status of construction permit. The Construction permit, site opening and close out permits, applications/documentation are not contractor's scope of works. Please confirm.	Building permit is approved since September 10 <sup>th</sup> , 2021  Site opening and closing permits application/documentation is responsibility of the Employer.
11	Please provide requirement of Anti-termite works.	Refer to the drawings no. NA-AR-1750 and BOQ, as we initial study with anti-termite specialist. We proposed using "in ground and in concrete baiting system". But bidder/contractor could propose the most effective system for the project.
12	Please clarify warranty period of each work: foundation, super-structure, finishing works, MEP works	Please refer to Bid Documents Part 3 – Section IX – Particular Conditions of Contract – Part A – Contract Data – Defect Notification Period (on Page 95 of 123)
13	The demolition and new building construction zones are close to the existing building (Main Building, Parliament Building B & pond). Please provide Structure As-built of Existing buildings around the excavation area.	The Employer will provide later.
<b>INSTRUCTION TO TENDER</b>		
14	With reference to the ITB 14.7 and the in the BDS, the project is tax exemption. Please kindly clarify:	Please refer to Bid Documents Addendum No. 01 issued on 30-Nov-2021

	<ul style="list-style-type: none"> <li>a. Could you tell us the detailed procedure how the Tax Exemption Certificate will be issued, by indicating the roles of relevant parties (including the role of the Employer, the Contractor, Ministry of Economy and Finance and the General Department of Taxation), so that the Tax Exemption Certificate is successfully issued; and</li> <li>b. Whether you can obtain the commitment, promise and the like from the General Department of Taxation to the effect that the General Department of Taxation shall, and intends to, complete the issuance of Tax Exemption Certificate within a specified time (and if so, could you kindly specify the timeframe)?</li> <li>c. If the tax exemption certificate is not issued successfully before any payments to the contractor including the advance payment, will the Employer make the payment to the contractor with VAT? If no, please advise the process.</li> <li>d. In overall, we understand that the Contractor shall not be liable to pay VAT and withholding tax to Subcontractors and Suppliers, because the Employer will not liable to pay applicable VAT or withholding tax to the Contractor. Could you kindly confirm as to whether our understanding is correct?</li> <li>e. Could you please confirm that the tax exemption is also available for the subcontractor, and sub-subcontractor of the Contractor?</li> </ul>	<p>And as additional answer to the queries Item a, b, c and d- Process and Procedure will be discussed and agreed to the selected bidders related to Taxes.</p>
15	<p>Eligibility qualification criteria, section 3.1.</p> <p>(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as USD \$ [insert amount- set value as 3 months of cash flow calculated as Estimate Contract Value divide by completion time in</p>	<p>Bidders shall demonstrate sufficient cashflow, of minimum 2,500,000 USD</p>

	<p><b>months X 3]</b> for the subject contract(s) net of the Bidder's other commitments.          Could you please elaborate and confirm the amount in the yellow highlighted sentence above.</p>	
16	<p>The bid security is required for 1% of the bid price, but the bid security validity is not mentioned. Therefore, please kindly elaborate.          In addition, we think that 1% of the bid price for the bid security is too much for the bidding stage, please kindly consider for the less amount or percentage.</p>	<p>The Bid Security shall be valid for 120 days and cannot be less than 1% of bid price as specified in Bid Documents Part 1 – Section II – Bid Data Sheet (ITB 18.1 and ITB 19.1)</p>
17	<p>For the purpose of bid clarification, the electronic email address: <a href="mailto:sg@nac.org.kh">sg@nac.org.kh</a> is not reachable. Thus, please kindly advise to whom and what email address to submit the bid clarification via email in order to expedite the process.</p>	<p>Please send to this email instead <a href="mailto:sg@nac-kh.info">sg@nac-kh.info</a>          Note: As specified in ITB 7.1, Bidder need to submit the hard copy of clarification to Employer at provided address.</p>
<b>CONDITION OF CONTRACT</b>		
18	<p>Please let us know if the Employer will have nominated subcontractor. If yes, please let us know the profit attendance fees for the contractor.</p>	<p>Please refer to answer of item no. 9 in this RFI.</p>
19	<p>In the contract data 13.5 (b) (ii), the percentage for provisional sum is to be confirmed or advise by client upon awarding.          Could you please let us know during this tendering stage, at least the percentage in rank from minimum to maximum?</p>	<p>As mentioned in the Bid Documents, provisional sum will be confirmed prior to or upon awarding, any provisional sum may be identified only based on the offer received from the Bidders.</p>
20	<p>With reference to the clause 14.7 of the General Provision of Contract, could you please confirm that the payment to the Contractor will be made as following:</p> <ul style="list-style-type: none"> <li>a. Advance Payment: will be made within 42 days after the LOA or within 21 days after receiving the Performance Security.</li> <li>b. IPC: The amount certified in each interim payment certificate within 56 days after the Engineer receives the Statement and supporting documents.</li> </ul>	<p>Please refer to Bid Documents Part 3 - Section VIII – General Conditions of Contract –Sub-clauses 14.9 Payment of Retention Money (on Page 62 of 123)</p>

	The amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate.	
21	Could you please let us know if the bank guarantee against the advance payment is required?	Please refer to Bid Documents Part 3 - Section IX – Particular Conditions of Contract – Part C – Additional Specific Provision/Condition – Clause 14 – Sub-clauses 14.2 Advance Payment (on Page 110 of 123)
22	With reference to clause 19 of the General Provision of Contract, will the pandemic consider as the Force Majeure?	An event may be qualified as Force Majeure if complies with the definition as per Sub-Clause 19.1. of the Conditions of the Contract.  Contractor’s claims for Force Majeure will be treated case by case for events arising after entering into Contract, since before entering into the Contract, Bidders are expected to be aware of the current COVID-19 pandemic and have reflected this additional constraint into their Proposal.
23	For the proper cash flow of bidder, the condition for Limit of Retention Money is 10% of the final contract price, could you please kindly consider for 5%.	Please refer to Bid Documents Part 3 - Section VIII – General Conditions of Contract –Sub-clauses 14.9 Payment of Retention Money (on Page 62 of 123)  <u>Note:</u> Bidders may introduce commercial counterproposals at later tender stage.
24	Based on the contract data, sub-clause 18.3, the Minimum amount of third-party insurance is to be in accordance with the relevant laws in Cambodia. Could you please advise about the specific laws? We are not sure which laws you referred to and therefore we are not cleared with the minimum amount.	2,000,000 USD min.
25	Please kindly advise about the method release of the retention monies and if the retention security is required. If yes, how many percentages?	Please refer to Bid Documents Part 3 - Section VIII – General Conditions of Contract –Sub-clauses 14.9 Payment of Retention Money (on Page 62 of 123)

**Additional clarifications:**

26	We found discrepancy between drawings, architectural outline specification and schedule and BOQ of Curtain Wall System, whether we use Semi-Unitized System of Unitized System.	Semi-Unitized System.
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Please supersede the performance data provided in Architectural Specification and refer to provided insulating performance data below:

**INSULATING PERFORMANCE DATA**  
**Make up:** 5/16" (8mm) Low-E Neutral T30 VIFG #2  
 1/2" (12mm) Spacer - Argon 90%  
 5/16" \*8mm) Clear glass

Transmittance	Reflectance	U-value
- Visible Light: 30%	- Visible Light-Exterior: 30%	- NFRC Winter Conditions: 1.43 W/m <sup>2</sup> .K
- Solar Energy: 17%	- Visible Light-Interior: 24%	- NFRC Summer Conditions: 1.38 W/m <sup>2</sup> .K
- Ultra Violet: 15%	- Solar Energy: 35%	

**Shading Coefficient : 0.24**  
**Solar Factor (SHGC): 0.21**  
**Relative Heat Gain: 168 W/m<sup>2</sup>**

For IGU 28mm:

**INSULATING PERFORMANCE DATA**  
**Make up:** 1/4" (6mm) Low-E Neutral T30 VIFG #2  
 1/2" (12mm) Spacer - Argon 90%  
 1/4" \*6mm) Clear glass

Transmittance	Reflectance	U-value
- Visible Light: 31%	- Visible Light-Exterior: 30%	- NFRC Winter Conditions: 1.44 W/m <sup>2</sup> .K
- Solar Energy: 17%	- Visible Light-Interior: 24%	- NFRC Summer Conditions: 1.39 W/m <sup>2</sup> .K
- Ultra Violet: 16%	- Solar Energy: 35%	

**Shading Coefficient : 0.24**  
**Solar Factor (SHGC): 0.21**  
**Relative Heat Gain: 169 W/m<sup>2</sup>**

For IGU 24mm:

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For the Glazing Insulating Performance Data for Curtain Wall and Window and as refer to the Architectural Outline Specification – Appendix A, mentioned refer to insulating performance data for both types of glazing while we are checking the Architectural Specifications in the Section “08\_44\_13\_GLAZED\_ALUMINUM\_CURTAIN\_WALLS” provided only the performance data of IGU 28mm for Curtain Wall. So please provide the performance data of IGU 24mm for Windows.