

Clarification 3

1	<p>Taxes and Duties / Import Tax Exemption</p> <p>GCC Clause 14.1 states that, unless otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges. However, GCC Clause 14.2 also states that the Employer shall bear and promptly pay all customs and import duties, as well as other local taxes, imposed in the Maldives on the Plant specified in Price Schedule No. 1 and incorporated into the Facilities. In addition, GCC Clause 14.3 provides that the Employer shall use its best endeavors to enable the Contractor to benefit from any available tax exemptions, reductions, allowances or privileges.</p> <p>In this respect, please confirm whether import duties and related local taxes applicable in the Maldives to the radar apparatus and associated accessories/components to be supplied from abroad and incorporated into the Facilities, including radar apparatus under HS code 8526100000, are to be considered excluded from the Contractor's cost and borne by the Employer and/or covered through the applicable import tax exemption procedures.</p>	<p>The contractor should bear the costs for taxes associated with radar as stated in 14.1 of the GCC.</p> <p>Import duties can be exempted in accordance with the laws and regulations of the Republic of Maldives.</p>
2	<p>Reference to subcontractor qualification criterion in Form EXP-7 / ITB 17</p> <p>In Section 4, Form EXP-7 (Subcontractors), and in Section 1 under ITB 17 (Technical Proposal, Subcontractors), reference is made to criterion 2.5 of Section 3. However, the relevant qualification criterion for subcontractors appears to be criterion 2.6 of Section 3 ("Subcontractors"). Please confirm that these references to criterion 2.5 are typographical errors and that the correct reference is criterion 2.6.</p>	<p>This is a typographical error the correct reference is criterion 2.6 section 3.</p> <p>Refer to Addendum 2</p>
3	<p>Qualification requirements for subcontractor proposed for Doppler weather radar maintenance Under Section 3, criterion 2.6 (Subcontractors), item 3 ("Doppler weather radar maintenance"), the minimum criterion appears to require that the proposed subcontractor must be in the relevant business for the last five (5) years. At the same time, under Section 3, criterion 2.4.2(b), the required key activity is "Maintenance of at least one Doppler weather radar for a period of 3 (three) years or more", which may be met either by the Bidder or by its proposed specialist subcontractor.</p> <p>Please clarify whether, for item 3 under criterion 2.6, the proposed local subcontractor/agent is required to independently meet the full five-year relevant business criterion for Doppler weather radar maintenance, or whether compliance may be established through the Bidder and/or an international specialist subcontractor, with the local partner acting in a support role for local contractual, logistical and on-site maintenance activities under the Prime Contractor's overall responsibility.</p>	<p>If the bidder is proposing a specialist subcontractor for the maintenance of the doppler weather radar, the subcontractor must meet both the following requirements:</p> <ol style="list-style-type: none"> 1. As per 2.4.2(b), "Maintenance of at least one Doppler weather radar for a period of 3 (three) years or more." 2. As per 2.6, if the bidder is prop "Must be in the relevant business for t'he last five (5) years."
4	<p>Reference to "Table 6" in Central Data Processing chapter</p> <p>In Chapter 6, under the "Central Data Processing (CDP)" section, the text states: "Table 6 provides the list of radar related products to be produced by MESSIR NEO...". However, the</p>	<p>This is a typographical error. The correct table is Table 9.</p>



	relevant table in that section appears to be Table 9, titled “MESSIR NEO expected radar related mosaicking and nowcasting products”. Please confirm that the reference to “Table 6” is a typographical error and that the correct reference is “Table 9”.	Refer to Addendum 2
5	Scope of Contractor’s obligations regarding MESSIR NEO Please clarify the exact scope of the Contractor’s obligations in relation to MESSIR NEO. In particular, please confirm whether the Contractor is only required to provide the radar data interface and compatibility with MESSIR NEO, or whether the Contractor is also required to develop, supply, install, test and support within MESSIR NEO any radar mosaicking, nowcasting, alerting and product-generation functionalities listed under the CDP section and Table 9, to the extent such functionalities are not already available in the configuration currently installed in Malé.	The Contractor is required to develop, supply, install, test and support within MESSIR NEO any radar mosaicking, nowcasting, alerting and product-generation functionalities listed under the CDP section and Table 9, to the extent such functionalities are not already available in the configuration currently installed in Malé, under CDP-01.
6	MMT-53 – Radar Nowcasting MESSIR-NEO Operation and Maintenance Handbook MMT-53 requires the delivery of a “Radar Nowcasting MESSIR-NEO Operation and Maintenance Handbook”. Since the MESSIR NEO platform itself is an existing system at MMS Malé and the tender documents do not clearly distinguish between (i) the existing MESSIR NEO baseline system and (ii) any additional software, interfaces or functionalities to be provided by the Contractor under this tender, please clarify the intended scope of MMT-53. In particular, please confirm whether this handbook is required only for the interfaces, software modules and/or radar-related functionalities to be delivered or configured by the Contractor under this contract.	This handbook is required for the interface and related functionalities to be delivered or configured by the Contractor under this contract.
7	Reference to Schedule 7 for Maintenance and Repair Service pricing Section 3, criterion 1.3.3 (“Operation and Maintenance Costs”), states that the cost of Maintenance and Repair Service for years 2 to 10 shall be quoted in Schedule 7. However, Section 1 and Section 4 of the Bidding Documents include Price Schedules only up to Schedule No. 6, and no Schedule No. 7 appears to be provided. Please clarify where the price for Maintenance and Repair Service for years 2 to 10 shall be quoted and whether a missing Schedule No. 7 will be issued by addendum.	Schedule 7 is provided in Section 4 (4-22)
8	EHS qualification forms – mismatch between Section 3 and Section 4 In Section 3, criterion 2.5 refers to the bidder’s Organizational Environmental, Health and Safety System, including Documentation and Dedicated Personnel, and it refers to Forms EXP-4 and EXP-5. However, in Section 4 (Bidding Forms), the list of forms indicates Form EXP-4 as “Environmental, Health and Safety Certification”, Form EXP-5 as “Environmental, Health and Safety Documentation”, and Form EXP-6 as “Environmental, Health and Safety Dedicated Personnel”. Please confirm the correct form references to be used for compliance with criterion 2.5, and in particular whether the intended references should be: (a) EXP-4 for EHS Certification, (b) EXP-5 for EHS Documentation, and (c) EXP-6 for EHS Dedicated Personnel.	It is an error in the table of contents. The correct forms are as follows: EXP4 "Environment, Health, Safety Documentation". EXP5 "Environmental, Health and Safety Dedicated Personnel" Refer to Addendum 2



Acceptable Form of Bid Security

9

With reference to ITB 21.3 of the Bid Data Sheet, which requires the Bid Security to be submitted in the form of an “unconditional bank guarantee (in original)”, kindly confirm whether only bid securities issued directly by a bank are acceptable.
In particular, please clarify whether a bid security issued by a local insurance company or surety company would be considered non-compliant, even if issued in unconditional and callable form.

Bid security shall be in accordance to ITB clause 21


