

To:

DEPARTAMENTO
DE
AQUISIÇÕES

Your Reference

Your Communication of

Our Reference

Our Communication

3767 /ANE/796/DG/DEA/2024

21/11/2024

**SUBJECT: ICB NO.: 47A003041/CP/62/2024
OUTPUT AND PERFORMANCE BASED ROAD CONTRACT (OPBRC)
IN N1 CORRIDOR, LOT 2: GORONGOSA - CAIA (FROM 84 TO 168KM)
IN SOFALA PROVINCE**

- Clarifications Nr. 1

Dear Sirs,

With regard to the captioned project and in accordance with Section I – Instructions to Bidders (ITB) - Clause 7.1, please find attached the Clarifications Nr. 1.

ACKNOWLEDGEMENT OF RECEIPT OF CLARIFICATIONS Nr. 1

I, the undersigned acknowledge that I received the Letter and all information contained in the Clarifications Nr. 1 for the ICB NO.: 47A003041/CP/62/2024 will be considered and incorporated in the Bid.

COMPANY:.....

TELEPHONE NUMBER:.....

EMAIL:.....

AUTHORIZED REPRESENTATIVE:.....

SIGNATURE:.....

DATE:.....

Yours sincerely,

Mr. Miguel Coanai
/Deputy Director General/



CLARIFICATIONS Nr. 1

ICB NO.: 47A003041/CP/62/2024

OUTPUT AND PERFORMANCE BASED ROAD CONTRACT (OPBRC) IN N1 CORRIDOR, LOT 2: GORONGOSA - CAIA (FROM 84 TO 168KM) IN SOFALA PROVINCE

Sl. No	Clause/Reference/Description	RFP/Tender	Query	Client's Response
1	Section III – Evaluation and Qualification Criteria Section 4.2 (d)	Volume -1	We kindly request your consideration to broaden the experience criteria under 4.2 (d) to include projects completed outside Sub-Saharan Africa or SADC Countries. While we recognize the current requirements that contractors or their designated sub-contractors must have designed at least three (3) similar road projects within Sub-Saharan Africa or SADC countries in the past five (5) years, we respectfully propose an extension of the timeline to the past ten (10) years. Additionally, we request that relevant experience from other countries, such as China, be considered as part of the qualification criteria.	There will not be a change of the qualification criteria 4.2 (d).
2	Question 1	Volume 1 PAGE 112- SECTION VII Spécifications	The Employer has prepared an ESIA/ESMP regarding the project which is presented in Appendix B to these Specifications. This document is not in any of the tender documents. Please may you provide this document?	Draft ESIA/ESMP will be provided to the bidders. Final version of the project ESIA/ESMP will be provided at contract negotiation stage.
3	Question 2	Volume 1 PART 1 Section IV	Is the Employer able to provide Section IV "Bidding Forms" in electronic editable format?	The Bidding Forms are provided together with these responses to bidders' queries as an editable WORD file. However, in case of any discrepancy between the forms provided in the original bidding document and the forms in the attached file, those of the original bidding document prevail. Bidders must make sure that the forms submitted correspond to the forms in the original bidding document.
4	Question 3	Volume 2	Whilst the design of the Rehabilitation Works is the responsibility of the contractor, the Employer has carried out conceptual designs and is making these designs available to the Contractor in Annex 1 of these specifications. Please provide Annex 1	Annex-1 refers to Volumes 3 and 4 of the Bidding Document which the employer has made available to the bidders.

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5	Question 4 Volume 1 PAGE 28- SECTION I Instructions to Bidders (ITB)	Item 30.2 states "The determination shall be based upon an examination of the documentary evidence of the Bidder's eligibility and qualifications submitted by the Bidder, pursuant to ITB 16. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the BDS), or any other firm." Inter-Africa Civils is the holding company of several subsidiaries. It is the eligibility and qualifications of one of these subsidiaries (Bitumen World (Pvt) Ltd, a roads specialist contractor) that will be submitted by Inter-Africa Civils. It is being requested that this be approved in writing as acceptable and that the IAC Bid submission will be eligible on this basis. If this is not acceptable then we are requesting that this be put in writing as well.	The requirements of item 30.2 of bidding documents will prevail.
6	Section IV. Bidding Forms, Schedule of Adjustment Data, Table B. Foreign Currency Volume 1	Section IV. Bidding Forms, Schedule of Adjustment Data, Table B. Foreign Currency is marked as NOT APPLICABLE. This is inconsistent with the stipulation in the BDS ITB 13.5 that price adjustment does apply (refer to PC Clause 48.1). Please provide the correct Table B. Foreign Currency Schedule of Adjustment Data.	Please refer to Addendum-3 of the Bidding Document.
7	Section IV. Bidding Forms, SCHEDULE H - Projected Cash Flow Volume 1	Section IV. Bidding Forms, SCHEDULE H - Projected Cash Flow, the section on Revenues is divided into two parts: For Rehabilitation and Improvement Works and For Maintenance Services. The Employer needs to clarify whether the advance payment should be included in Revenues.	Kindly read Serial No-1 (b) of Schedule H-Projected Cash flow: "On the revenue side, the net payments to which they will become entitled with due allowance for the advance payment and repayment, materials prepayments, and retention money, but excluding price adjustments for rise and fall and provisional sums for emergency works". Please be reminded that the cash flow projection shall be in terms of percentages (%) of total contract price, without disclosing the bidder's actual bid prices. A bidder disclosing his bid price in his technical bid shall be disqualified from the bidding process. Please refer to addendum 3 for the updated version of Schedule H-Projected Cash Flow.
8	Section IV. Bidding Forms, Bill of Quantities for Rehabilitation Works Volume 1	Section IV. Bidding Forms, Bill of Quantities for Rehabilitation Works includes Pavement Overlay (Single Bituminous Surface Treatment) in year 9 of the entire Road N1 Corridor. Based on past OPRC experience, this work should be classified as Maintenance works. According to the bidding documents, the combined price for Rehabilitation Works and Improvement Works cannot exceed 70% of the total price, so the classification of this work is crucial for the contractor's cash flow	No amendments to the bidding document. The pavement overlay is classified as Rehabilitation Works.

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9	Bill of Quantities for Emergency Works Volume 1	allocation. Please clarify and confirm whether this work can be classified as Maintenance works. We have noticed that in Volume 1 Bill of Quantities for Emergency Works, many individual quantities are very large, and there are many items, which will lead to a high total price for Emergency Works. However, based on past OPRC project experience, the probability of Emergency Works occurring is very low. Additionally, there is a 5% Contingency included in the BoQ that is planned for future Emergency Works. This will result in Contingency and Emergency Works prices occupying too high a proportion of the total price. These referring to work that may not occur could significantly impact the evaluation results. We believe this could disadvantage the Employer in determining the truly cost-competitive Contractor. Therefore, we request the Employer to reduce the quantities in the Bill of Quantities for Emergency Works to 20%-30% of the current amounts. We kindly request the Employer to consider this properly.	No amendments to the bidding document. The quantities are those stated in the BoQ for Emergency works.
10	B.16.5 Design Requirements for Other Works, Roadside Furniture: a) Road Marking: Volume 2	In Volume 2 B.16.5 Design Requirements for Other Works, Roadside Furniture: a) Road Marking: The use of thermoplastic reflective road painting materials is mandatory... This requirement mandates the use of thermoplastic materials. However, we have noticed that existing roads in Mozambique use standard road marking paint. Could you please clarify whether this requirement must be enforced?	The use of thermoplastic reflective road painting materials is mandatory for (i) all markings in the primary network; and (ii) in the center-line of the secondary network, unless otherwise specified elsewhere in the Contract or agreed otherwise in writing with the Project Manager.
11	CONCEPT DESIGN REPORT, section 2.1.13 Road Safety Features Volume 3	In Volume 3 CONCEPT DESIGN REPORT, section 2.1.13 Road Safety Features lists the locations where guardrails need to be installed, totaling 7,690 meters. This quantity seems significantly higher than what would typically be required for an 84-kilometer national road. Are these quantities the minimum requirements, or can the Contractor propose a new plan during implementation? Please clarify.	The Concept Design Report is for "Bidders' information" purpose only and the information on the length of guardrails represents the minimum requirement to be fulfilled by the contractor.
12	CONCEPT DESIGN REPORT, section 2.1.13 Road Safety Features lists 11 locations where speed humps Volume 3	In Volume 3 CONCEPT DESIGN REPORT, section 2.1.13 Road Safety Features lists 11 locations where speed humps need to be installed. Is this number a minimum requirement for the 84-kilometer national road, or can the Contractor propose a new plan during implementation?	The Concept Design Report is for Bidder's information purpose only and the information provided on speed humps are the minimum requirement to be fulfilled by the contractor.
13	CONCEPT DESIGN REPORT, the section on Recommendations for Culverts Volume 3	In Volume 3 CONCEPT DESIGN REPORT, the section on Recommendations for Culverts lists 6 Box Culverts to be Newly Constructed and 23 Box Culverts to be Reconstructed. We note that the 6 Box Culverts to be Newly Constructed fall under improvement works and can be paid based on the number of box culverts. However, the 23 Box Culverts to be Reconstructed are not categorized as improvement	The requirement remains as stated in the bidding document.

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		works, meaning they cannot be paid separately and can only be paid together with the completed section of road. In practice, the content of these two types of work is essentially the same. Could the 23 Box Culverts to be Reconstructed also be classified as improvement works to allow for payment based on the completed box culverts, thereby optimizing the Contractor's cash flow? Additionally, there are many Pipe Culverts to be Reconstructed or Rehabilitated in this section. Can this work also be classified under improvement works? Are the quantities of these pipe culverts and box culverts minimum requirements, or can the Contractor propose a new plan during implementation?	
14	Other issues	The Bidding Documents do not provide detailed requirements and descriptions for the required Trading Area, nor are there reference drawings. Please provide this information.	Kindly refer to the typical cross section of the location and plan profile drawing of Volume -4.
15	Other issues	The existing base is a cement stabilization or crushed stone base, which is important for the method of rehabilitation of road embankments. Please clarify.	Please refer to the Volume 3. Additionally, be informed that the Bidder is permitted to carry out any test pits or tests at the site to independently assess the scope and nature of the works needed to fulfill the requirements, at their own discretion and responsibility.
16	Other issues	Most of the section is inside the national reserve park, any extra documents or permission are necessary for the quarry, borrow pit, and sand pit or not?	The necessary permits for quarries, borrow pits and sand pits are according to Mozambican Law and as per the standard practice in Mozambique.
17	Other issues	Is it allowed to take water from the national reserve park or not?	The extraction of water from the national reserve park is strictly prohibited. Bidders are required to make alternative arrangements for water supply in compliance with applicable regulations and the project's environmental guidelines.
18	Other issues	The wearing surface of bridges will be laid with DBST or asphalt concrete. Please clarify?	The Bidder is required to assess on his own, making sure that the minimum requirements specified in the Bidding Document are fulfilled.
19	B.9.3 Vehicles under Bidding Document Vol II, "1.1: Provision of vehicles"	Referring to B.9.3 Vehicles under Bidding Document Vol II, "1.1: Provision of vehicles" <i>The contractor will not procure any vehicles for MC or Employer. The MC will purchase his vehicles. The maintenance of the vehicles including fuel can be provided by the contractor against certain payment by the MC.</i> Therefore, can the Employer clarify how this cost of maintenance and fuel will be reimbursed in Contractor's IPC? Where we should include such rate in the current BoQ? Please clarify.	The provision of vehicle maintenance and fuel for the Monitoring Consultant's vehicles is not part of the OPBRC contract. It will be based on a separate agreement to be reached between the OPBRC contractor and the Monitoring Consultant. Payments for those services will be separate and not be included in the Contractor's IPCs.
20	B.9.1 Facilities for the Monitoring	Referring to B.9.1 Facilities for the Monitoring Consultant and his staff under Bidding Document Vol II, where it says "The Monitoring Consultant's (MC) office and housing accommodation shall be located	The Contractor shall provide the following for the use of the Monitoring Consultant's staff:

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	Consultant and his staff	on land procured/ leased by the Contractor on behalf of the Employer in a safe and secure area. The buildings shall be constructed in accordance with the specifications provided. Both office and residences shall be furnished and maintained for the entire duration of the contract by MC at his own costs". Please clarify who will be responsible for constructing all above referred buildings, who will be responsible installing of portable water, electricity, drainage/sewers, internet of the MC's office and house? If it is Contractor's responsibility, how this cost will be reimbursed to us, and where in the BoQ should include such rate? Please clarify.	• Construction only of Consultant's office, without any supply of office equipment and office furniture; • Construction only of Consultant's Residential accommodation, without any furniture supply; • The services include providing water, sewage and electricity full time for the duration of the contract including attendance for maintenance and repair. The whole boundary shall be fenced with minimum 2m high, 3 horizontal layers of barbed wire with barbed coil at top. No separate payment shall be made to the Contractor for the above Works and the costs for the Work must be included by bidders in the various lumpsum prices in the bid.
21	Other issues	Due to the issues mentioned above, several questions involve the determination of the Bidder's final price. The Bidder needs additional time to review the price after receiving clarifications from the Employer. Therefore, we kindly request a one-week extension for the Bid Submission Deadline, please confirm.	Please refer to addendum 2
22	Other issues	Does this project accept ES letter of guarantee issued by insurance Company?	Not accepted.
23	Other issues	Are there any survey control points along the project route? If, so please provide us.	Information regarding the Control Points is attached to this document
24	Section III – Evaluation and Qualification Criteria	Volume-1 For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or sub-contractor between 1st January 2019 and Bid submission deadline, a minimum construction experience in terms of average annual production during the 5-year period starting 1st January 2019 and 31st December 2023) in the following key activities successfully completed (expressed in terms of annual production): ❖ 400,000 m ² DBST Can the bidder's annual production of 400,000 m ² asphalt concrete for the five-year period from January 1, 2019 to December 31, 2023 meet the requirement.	Yes, Asphalt Concrete for the five-year period from January 1, 2019 to December 31, 2023 will meet the requirement. Please refer to addendum 3.
25	Other issues	Will the Construction land for the project office and housing/facilities (including supervisors and owner representatives) be provided free of charge by the owner?	No, the Contractor has to consider the expenses.

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26	Other issues	Due to large quantity of bidding documents to be prepared and the need to transfer the bid bond to China, we request a one-month extension for the bid opening.	Please refer to addendum 2.
27	Section-4- Bidding form, Table A	Section-4- Bidding form, Table A. Section 4 – Bidding form, Table A. Source of index in local currency, can the supplier's quotation be used for asphalt, diesel, cement machine and steel bar? The labor wage index is not found on the website of the Ministry of Labor of Mozambique. Can the minimum wage for construction workers announced by the Mozambique government be used as the index?	As outlined in the bidding documents, each Bidder must clearly state the source of the index they intend to use. This source must be a regularly published index from an independent entity. Supplier's quotation is not acceptable. If a specific index source is mentioned in the documents, the Bidder must use that index. Kindly use the following link for the labor wage index of the Ministry of labor of Mozambique. "http://www.meusalario.org/mocambique/main/salario/salario-minimo"
28	Under "Bill of Quantities" section, item 8 in the "Bill of Quantities for Improvement Works"	In Volume -1, under the "Bill of Quantities" section, item 8 in the "Bill of Quantities for Improvement Works" table refers to the "New Construction of RCC Box Culvert" with a quantity of 6, However the dimensions of each culvert vary, and a single unit price cannot be applied. we suggest quoting separately for the 6 culverts. Please clarify and confirm.	The requirements remain as stated in the Bidding Document.
29	Other issues	Regarding demolition and resettlement work for the entire project, is it the responsibility of the Contractor?	The resettlement inside the corridor of impact is the responsibility of the employer. All demolition related to road works will be under the responsibility of the Contractor.
30	Other issues	In the bidding documents, the structure of the existing pavement is sometimes referred to as DBSD and sometimes as Bituminous Surface Treatment. Could you clarify whether DBSD refers to Dense Bituminous Surface Dressing, meaning a double layer of asphalt concrete, or to Asphalt Double Surface Treatment (i.e., double surface treatment)?	Kindly read as DBSD as "Double Bituminous Surfacing Dressing"
31	Other issues	Of the five quarries designated by the Employer, two or more seem to be abandoned old quarries. Does the Employer know if these old quarries have owners? If disputes arise when we begin extraction, can the Employer assist in coordinating for us to mine them? Regarding the soil sites approved by the Employer, can the Employer assist us in obtaining the necessary permits for extraction?	The concept design provides indicative information regarding material sources. The Bidders should undertake their own investigations and perform due diligence to confirm ownership, quality, quantity and accessibility.
32	Other issues	Since the OPBRC project requires the contractor's design team to inspect the entire route. Provide a repair design plan, and calculate the repair works, but there are only two months from bidding announcement to bid submission, the time allocated for design work is clearly insufficient. The contractor is unable to provide a reasonable design that balances quality and cost given the actual conditions. Also,	Please refer to addendum 2.

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		there is a short period between receiving the answer of clarification and the bid submission date. Could the bid submission date be extended?	
33	Other issues	Can the Employer provide free land for the Contractor to set up a construction Camp?	No, the Employer does not have designated land available for the Contractor's construction camp.
34	Advance Payment Proportion	Volume-1 <i>PC 45.1 The maximum amount of the Advance Payment shall be fifteen percent 15% of the price for Rehabilitation and Improvement Works.</i> The maximum amount of the Advance Payment shall be thirty percent (30%) of the total price for Rehabilitation and Improvement Works. This adjustment is proposed to mitigate the risk of potential delays due to funding constraints during the initial stages of the project and ensure smooth progress throughout its execution.	The requirements remain as stated in the Bidding Document.
35	Equipment Requirements	Volume 1, <i>Upon reviewing the equipment list in Volume 1, Section III - Evaluation and Qualification Criteria (1.3 Equipment), I noticed that Items No. 14 and No. 25 seem to be duplicates. However, based on the units provided, the Concrete batch plant should not be listed as 5m³. It appears that the Concrete mix plant might be the one with a capacity of 5m³. Could you kindly confirm if the requirement is for a 50m³/h Concrete batch plant and two 5m³ Concrete mix plants?</i>	Please revise as below: i. Concrete batch plant capacity-50m³/h ii. Concrete mix plant capacity-5m³ Refer to Addendum No.3 of the bid documents.
36	Contract Period End-of-Contract	There are two expressions, "Contract Period" and "End-of-Contract", appearing in the contract at the same time. Please confirm whether they can be understood as having the same meaning.	The "Contract Period" ends at the "End-of-Contract" date.
37	Retained amount	PC 51.2 <i>The retained amount are to be repaid to the contractor at the time of Final Completion (End-of-Contract)</i> The period of retained amount is too long. It is recommended to be changed to: When the substantial completion of Rehabilitation and Improvement Works (or of separate parts of such works) is achieved, half the total amount retained for these works shall be repaid to the Contractor and the other half when the Certificate of Completion for those works has been issued by the Project Manager.	The contractual provisions on retention remain as stated in the bidding document.
38	Insurances	PC 35.1 <i>The Contractor shall submit to the Project Manager within 28 days of the notification of award of Contract that he has put in place all of the above insurances</i>	There is no change of the requirement on insurance.

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39	Definitions--- Certificate of Completion	the time for insurance procurement shall be at least 2 months according to the normal procedure. please replace 28 days with at least 2 months. <i>The Certificate of Completion is a document issued by the Project Manager upon the full completion of Rehabilitation Works, Improvement Works and Emergency Works, or parts thereof, as applicable, in accordance with GC 54.1</i> Emergency Works are the unforeseeable events and extraordinary natural phenomena, which can't be defined as the conditions of the issue Certificate of Completion. It shall be replaced as follows: The Certificate of Completion is a document issued by the Project Manager upon the full completion of Rehabilitation Works, Improvement Works or parts thereof, as applicable, in accordance with GC 54.1.	The Certificate of Completion shall also be applicable for Emergency Works. Exceptions may be agreed on a case-by-case basis between the contractor and the Project Manager/ Employer.
40		PC 50.1 The source of interest rate for payments in foreign currency is as follows: For USD: SOFR of maturity of 1 month plus 1%; For EURO: €STR of maturity of 1 month plus 1%; For GBP: SONIA of maturity of 1 month plus 1%. It shall be replaced as follows: The source of interest rate for payments in foreign currency is as follows: For USD: SOFR of maturity of 1 month plus 5%; For EURO: €STR of maturity of 1 month plus 5%; For GBP: SONIA of maturity of 1 month plus 5%.	No change in original interest rate terms. Therefore, the interest rates for payments in foreign currency will remain as follows: For USD: SOFR of maturity of 1 month plus 1% For EURO: €STR of maturity of 1 month plus 1% For GBP: SONIA of maturity of 1 month plus 1% This structure is intended to ensure a fair and balanced approach to managing foreign currency payments.
41	The weighing station	B.7.1.3 17. Operating principles The Employer obliges itself to: • Create and maintain in force a legal, regulatory and contractual framework (i) allowing the operation of the weighing station by the contractor to whom the OPBRC contract is awarded, (ii) allowing effective control of heavy goods vehicles as well as the penalization of operators of overloaded vehicles, and (iii) ensuring that the penalties applied for overloading are high enough to be dissuasive. Please clarify that the required law or regulation will be in place prior to the operation of the axle load control station. It will not be the Bidder's responsibility to pursue such process.	Responsibility for law enforcement lies with the Employer and operation of the weighbridge and associated facilities will be the responsibility of the selected Bidder.

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42	Duration of different Service Levels	B.8.4.14 Duration of different Service Levels <i>The contractor is in principle required to maintain the reduced service level for the entire road in the period prior to rehabilitation</i> It is the Bidder's understanding that the Employer will hand over certain sections of the road on which rehabilitation Works will be undertaken by the Successful Bidder. Reduced Service Level may be carried out by the Successful Bidder from month 1. For the Bidder to schedule for the mobilization, may the Employer clarify when will the first section (in terms of the length of each section) of the road be handed over to the Successful Bidder and if the entire road will be handed over in phases, how many phases will it be?	The entire road will be handed over to the successful Bidder at the start of the Contract.
43	Residential accommodation	B.9.2.2 Residential accommodation 2.1. Specification for Residential Accommodation <i>The houses of Type 1 shall have 3 bedrooms and be not less than 140 square metres in plan area (excluding the veranda). The layout shall be shown on drawings to be approved by the Monitoring Consultant. All bedrooms, both types, shall be provided with en-suite bathroom facilities.</i> The Tender requires the Bidder to price for 7 houses, 7 for the Monitoring Consultant's and 1 for the Employer, each house shall have three bed rooms. It is the Bidder's understanding that the Bidder shall price for accommodation for 21 persons maximum. Please clarify.	Bidder shall include in his lumpsum prices the cost for the construction of the houses specified in the bidding document. Please refer to addendum 3, a typical layout drawings for the houses.
44	Road Safety Audits	D.3.5.3 Workers Accommodation <i>Road safety audit on the detailed design shall be undertaken by an independent road safety auditor. To avoid a conflict of interest when carrying out the Road Safety Audit, the person carrying out the Road Safety Audit shall not be part of the design team used by the Contractor and must not otherwise be involved in the preparation of the detailed design.</i> Please clarify who will bear the cost for the engagement of the independent road safety auditor, the Employer or the Successful Bidder?	The details provided here for Road Safety Audit as asked by Bidders and not on D.3.5.3 Workers Accommodation An independent road safety auditor to be hired and paid by the Employer and shall carry out the road safety audits of the contractor's design (Specifications B.16.3).
45	Workers Accommodation	<i>A separate bed for each worker is provided. The practice of hot-bedding shall be avoided. Rooms shall not host more than 4 individuals.</i>	Kindly follow the bidding documents requirement. There is no change in the bidding document.

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		Please clarify accommodation for the local employees is not mandatory. The Bidder is at liberty to whether to provide accommodation to the employee or employ them from nearby village.	
46		The tender document has four (4) volumes and the document that requires filling in is volume 1 only, when we are responding to the invitation to tender, should we submit all four (4) volumes or we just need to submit volume 1 with Returnable documents?	Yes, the tender documents has 4 volumes. The bidders has to submit his proposal only based on the documents and information given to him in the bid documents and no need to re submit back again the same four volumes.
47	Volume 1 Bid Document Section III - Evaluation and Qualification	1- According to the Tender Documents, Volume 1 GCC, Section 3, Qualification, Item 4.2 (a), under "Specific Construction & Contract Management Experience," the Tenderer is required to demonstrate: "Completion, as a main contractor, member of a group, or subcontractor, of a minimum number of similar contracts as stipulated below, satisfactorily and substantially completed during the last ten (10) years from January 1, 2014, until the bid submission deadline: i. Two (2) contracts, each with a minimum value of US\$ 75 million, Or ii. Three (3) contracts, each with a minimum value of US\$ 48 million. Each contract presented under this criterion must meet the following essential requirements: Construction or Rehabilitation of paved roads." Could you kindly clarify whether the Tender may submit evidence of experience in OPBRC (Output and performance-Based Road Contracts) projects, or if evidence of experience exclusively in the construction or rehabilitation of roads projects (without maintenance and operational components) would suffice.	The bidder must provide evidence of Construction or Rehabilitation of paved roads.
48	Volume 1 Bid Document Section III - Evaluation and Qualification	In reference to the Tender Documents, Volume 1 GCC, Section 3, Qualification, Item 4.2 (b), under "Specific Construction & Contract Management Experience," the Tender is required to demonstrate: "For the aforementioned and any other contracts [substantially completed or under implementation] as a prime contractor, joint venture member, or subcontractor between January 1, 2019, and the bid submission deadline, the Tenderer must demonstrate a minimum construction experience in terms of average annual production over the 5-year period starting from January 1, 2019, to December 31, 2023, in	Yes, the submission of evidence demonstrating 400,000 m2 of Bituminous Hot Mix Asphalt Pavement will meet the requirement. Please refer to addendum 3 of the Bidding Documents.

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		the following key activity, successfully completed (expressed in terms of annual production): 400,000 m2 of DBST." Given that DBST (Double Bituminous Surface Treatment) is not a commonly used solution in recent construction projects, the Tenderer possesses DBST experience from over 20 years ago. Would the submission of evidence demonstrating 400,000 m2 of Bituminous Hot Mix Asphalt Pavement, in lieu of DBST, be acceptable to satisfy the tender requirement?	
49	Other issues	Could you please clarify where the contractor will receive payments for approved invoices? Will the payments be made into a Mozambican bank account, or is there an option for the contractor to receive payments in its home country? Furthermore, if payments are to be made only within Mozambique, will the contractor be subject to the local money transfer regulations? This query arises from concerns that other investors have experienced huge difficulties in transferring funds to their parent companies.	The contractor will receive the foreign currency payments for approved invoices in his indicated bank account, whether in Mozambique or externally and will receive the local currency payments for approved invoices in his indicated bank account in Mozambique. Please, refer to Bidding Documents, volume 1, Section II – Bid Data Sheet ITB 14.1. Note that, the contractor is subject to the local money transfer regulations.
50	Other issues	Due to the fact that the time between the bid document issuance/obtainment and the bid submission date is quite narrow, and considering the large volume of bidding documents that must be reviewed in detail and carefully evaluated, as well as the development of the BoQ document with the designer, we kindly request your esteemed office to evaluate the above-mentioned circumstances specific to this tender. Therefore, we request a time extension of 4 (four) weeks from the submission date, which will enable us to prepare a complete, competitive, and comprehensive bid.	Please refer to addendum 2 of the Bidding Documents.
51	Volume 1 Bid Document Cover page of Bid Document/ Section II - Bid Data Sheet (BDS)	Referring to front cover of Bidding Document, the name of the RFB is "Output and Performance-Based Road Contract For Rehabilitation and Maintenance of N1 road from Gorongosa - Caia Lot 2 (84 - 168km) in Sofala Province", but referring to the Section II - Bid Data Sheet(BDS) ,Item ITB 1.1 ,where it says "The name of the RFB is: Output and Performance Based Road Contract (OPBRC) in N1 Corridor, Lot 2: Gorongosa - Caia (km84 to km168) in Sofala Province", There is a difference between these two names. Which one is the correct name? Due to the time urgency, we have adopted the name from BDS for issuing the Bid Security and Lines of Credit with the bank, please confirm if this is correct?	The correct title is that referred in the Bid Data Sheet "Output and Performance Based Road Contract (OPBRC) in N1 Corridor, Lot 2: Gorongosa - Caia (km84 to km168) in Sofala Province"
52	Volume 1 Bid Document	Referring to Section III-Evaluation & Qualification Criteria, Item 4.2c Specific Experience in managing ES aspects, where it says "Bidders shall	There is no change of the requirement in the Bidding Document.

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	Section III- Evaluation & Qualification Criteria	demonstrate compliance by submitting at least two C-ESMPs they have prepared and implemented", as we all know that there is a lot of pages for every C-ESMP. Can we provide the relevant submission letter, the Supervision Engineer's approval letter and the table of contents of C-ESMP to demonstrate compliance? Please confirm	
53	Volume 1 Bid Document Section II - Bid Data Sheet	Referring to Section II - Bid Data Sheet, Item ITB 35.1, where it says "The source of exchange rate shall be: Banco de Moçambique's date for the exchange rate shall be: 28 days prior to the submission of bids", Please confirm if the middle rate or the selling rate to be applied? Please confirm.	The selling rate is to be applied.
54	Volume 1 Bid Document Section I. - Instructions to Bidders	Referring to Section I. - Instructions to Bidders, Item No. 11.1, where it says "One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked "Original Bid"; is it means that these two envelopes shall be enclosed in one envelope? Please confirm.	Yes, we confirm.
55	Volume 1 Bid Document Section I. - Instructions to Bidders	Referring to Section I. - Instructions to Bidders, Item No. 11.1, where it says "The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process)", but referring to the Section I. - Instructions to Bidders, Item No. 24.5, where it says "Next, all other envelopes marked "Technical Part" shall be opened one at a time. All envelopes marked "Second Envelope: Financial Part" shall remain sealed and kept by the Employer in safe custody until they are opened at a later public opening, following the evaluation of the Technical Part parts of the Bids", which item shall we follow for naming the Bid Proposal? Should we name the financial part as "Financial Part" or "Second Envelope: Financial Part"?	Please, name the financial part as "Financial Part".
56	Other issues	As the design sub-contractor, we plan to choose, can this company also participate in process of Bid Proposal for supervision? Please confirm.	The role of Monitoring consultant is incompatible with role of designer for the contractor for the same lot, due to conflict of interest. By submitting the bid, bidders must accept that if the consultant they have identified to do the design wins the contract for Monitoring Consultant, the contractor will have to change their design consultant, who must full fill the criteria of 4.2 (d) of Volume 1 Bid Documents "Eligibility and Qualification Criteria". If a design consultant is part of the bidder's joint venture, he shall not be eligible to be awarded the contract as Monitoring Consultant for the same lot.
57	Other issues	If part of the road is closed for construction during road maintenance, it is necessary to open a temporary road next to it to ensure vehicle traffic,	Bidders will have to assess the potential need for temporary bypass roads to be established prepare their bid accordingly. The Employer

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		which may damage the vegetation or crops next to it. Will ANE assist in handling the right to use the temporary road and compensation for possible damage to vegetation or crops?	ANE, IP will responsible only to clear ROW of 10m, beyond that contractor will be responsible for any activities.
58	Volume 1 Page 236-237	According to the bidding documents Volume 1 Page 236-237, The contract stipulates that 2.5% of the retention money will be returned upon completion or at the end of the contract, and the entire contract period of 120 months is divided into 3 different contract periods: ① The 1st to 30th month is the period for repair, improvement, bridge replacement and maintenance projects; ② The 96th to 108th month is the period for regular maintenance projects; ③ The 1st to 120th month is the period for routine maintenance services. Will the retention money also be returned in 3 instalments according to the completion or end of the 3 different contract periods, rather than waiting until the end of the 120th month of the entire contract to be returned in one go?	It will follow the bidding documents requirement. There is no change.
59	Other issues	After on-site investigation, it was found that there are 3 sand mining sites along the project, all of which are privately owned. Will ANE assist in handling the procedures for construction sand mining?	It is the Contractor's responsibility to seek permits for quarries, borrow pits and sand pits according to Mozambican Law. However, ANE, IP will assist in the process.
60	Other issues	As the project maintenance project lasts for 10 years, who will be responsible for managing the traffic of vehicles and Violations such as overloading may occur, causing abnormal aging and damage of the road.	The contractor will be responsible for the operation of the axle load control stations. The police stationed at the axle load control stations will direct truck traffic into the axle load control stations and will enforce the fines for overloading.
61	Other issues	After visiting the site, it was found that the only water intake point along the project route is the river, and the living water of nearby residents is also taken from the river. If the construction water is taken from the river, will it affect the water use of residents?	In the Contractor's planning and C-ESMP it is necessary to consider the water needs of Local populations.
62	Other issues	Until now we have not received the electronic version of list of quantity order to make a quotation. Where can we receive the Excel version of the list of quantity order file?	The Bidding Forms are provided together with these responses to bidders' queries as an editable WORD file. However, in case of any discrepancy between the forms provided in the original bidding document and the forms in the attached file, those of the original bidding document prevail. Bidders must make sure that the forms submitted correspond to the forms in the original bidding document
63	Other issues	During the site visit and pre bid meeting held 26th and 27th September, we realized that the site conditions are harder than the description of the bidding document. Therefore, in order to have high quality preliminary design, we will need 4 (four) more weeks for us to do survey,	Please refer to addendum 2 of the Bidding Documents.

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		design and financial proposal which probably will save more cost for ANE. Would you please extend the deadline for bid submission to 29th November 2024?	
64	Other issues	In according to the Specific Procurement Notice , we learned that the Republic of Mozambique has received grant financing (the "Grant") from the World Bank for this project. We understand that the 100% of fund to cover the 10 years contract period will be from Word Bank, please confirm it.	Yes, we confirm.
65	Other issues	According to the PC45.1, The maximum amount of the Advance Payment shall be fifteen percent (15%) of the price for Rehabilitation and Improvement Works. Which will be only about 10% of the total contract amount, the contractor's financial cost for the project will be increased. To reduce the financial costs for contractor and thereby lower project cost which will benefit to ANE, we suggest increasing the advance payment to 20% of the total contract amount, given that the World Bank funds are already sufficient. Please consider this suggestion	The maximum amount of the advance payment will remain as stated in the Bidding Document.
66	Other issues	We would like to acquire information in regards to the grant financing fund, we would like to know if the project will be fully paid with the grant fund from world bank or only partially?	The payments to be made under the OPBRC contract are fully covered from the grant funding provided by World Bank.
67	Documentation and Responsibility for Soil and Rock Quarry Permits	Could you please provide detailed information on the process for obtaining the necessary permits for soil and rock quarries, as well as clarify who will be responsible for managing this process?	The necessary permits for quarries, borrow pits and sand pits are according to Mozambican Law and as per the standard practice in Mozambique. The Contractor is responsible for managing this process.
68	Mine Clearance for Road Areas, Quarries, and Campsites	Will it be necessary to conduct mine clearance in the road right-of-way, quarries, or campsite areas? Additionally, should the costs for mine clearance be included in the bidder's quotation?	There will not be necessary to conduct mine clearance in the road right-of-way, quarries, or campsite areas.
69	Advance Payment Proportion	Given the significant upfront investment required for this project, and considering the relatively low proportion of advance payment, would the Client be open to increasing the advance payment percentage? This would help to prevent potential delays due to funding issues during the early stages of the project	The maximum amount of the advance payment will remain as stated in the Bidding Document.
70	Responsibilities Regarding the New Weighing Station:	Please provide a detailed list of the specific tasks the contractor will be responsible for in terms of management and operation, considering that the contractor does not have enforcement authority.	The Contractor will be responsible for the provisions outlined in B7.1. of Volume 2.B7.1.3. outlines the operating principles from which the Contractor will derive the list of specific tasks.
71	Equipment Requirements	Upon reviewing the equipment list in Volume 1, Section III - Evaluation and Qualification Criteria (1.3 Equipment), I noticed that Items No. 14 and No. 25 seem to be duplicates. However, based on the units	Please revise as below:

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		provided, the Concrete batch plant should not be listed as 5m ³ . It appears that the Concrete mix plant might be the one with a capacity of 5m ³ . Could you kindly confirm if the requirement is for a 50m ³ /h Concrete batch plant and two 5m ³ Concrete mix plants ? We would appreciate the client's confirmation on whether this understanding is correct	iii. Concrete batch plant capacity-50m³/h iv. Concrete mix plant capacity-5m³ Refer to Addendum No.3 of the bid documents
72	Contract Period End-of-Contract	There are two expressions, "Contract Period" and "End-of-Contract", appearing in the contract at the same time. Please confirm whether they can be understood as having the same meaning	The "Contract Period" ends at the "End-of-Contract" date.
73	Retained amount	PC 51.2 <i>The retained amount are to be repaid to the contractor at the time of Final Completion (End-of-Contract)</i> The period of retained amount is too long. It is recommended to be changed to: When the substantial completion of Rehabilitation and Improvement Works (or of separate parts of such works) is achieved, half the total amount retained for these works shall be repaid to the Contractor and the other half when the Certificate of Completion for those works has been issued by the Project Manager.	The contractual provisions on retention remain as stated in the bidding document.
74	Insurances	PC 35.1 <i>The Contractor shall submit to the Project Manager within 28 days of the notification of award of Contract that he has put in place all of the above insurances</i> the time for insurance procurement shall be at least 2 months according to the normal procedure. please replace 28days with at least 2 months	There is no change of the requirement on insurance.
75	Insurances	PC 35.1 a) <i>Loss of or damage to the Plant and Materials – 10% of the Contract Price (Unlimited Occurrences)</i> b) <i>Third Party Liability insurance - US\$ 250,000 per occurrence with the number of occurrence unlimited.</i> c) <i>Automobile Liability Insurance – comprehensive Insurance for all automobiles during the contract period with a minimum coverage of US\$50,000 per vehicle.</i> d) <i>Workers compensation – in accordance with the statutory requirements applicable to Mozambique</i> e) <i>Employer's liability – in accordance with the statutory requirements applicable to Mozambique</i> f) <i>Other Property – 5% of the Contract Price (Unlimited Occurrences)</i> g) <i>Works – equal to the contract price</i> The insurance requirements mentioned above are suitable for the construction period and maintenance period. Once the Rehabilitation Works and Improvement Works are finished and the Employer turns into the owner of the project, the aforesaid insurance requirements will	There is no change of the requirement on insurance.

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		become invalid. Instead, the Employer have insurance interest to its property in operational period and should buy the owner's property insurance and Public Liability Insurance after the completion of the Rehabilitation Works and Improvement Works. Please confirm	
76	The Defect Liability Period	GC 53.3.3.3.3.3 : <i>The security shall automatically become null and void when (i) all works and services under the contract have been fully completed and (ii) when the Defect Liability Period as defined in GC Sub-Clause 41.2 has expired, provided however, that if the Defect Liability Period has been extended on any part of the Works pursuant to GC Sub-Clause 41.7 hereof or for any other reason, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor immediately after its expiration.</i>	There is no change of the requirement
77	Definitions--- Certificate of Completion	<i>The Certificate of Completion is a document issued by the Project Manager upon the full completion of Rehabilitation Works, Improvement Works and Emergency Works, or parts thereof, as applicable, in accordance with GC 54.1</i> Emergency Works are the unforeseeable events and extraordinary natural phenomena, which can't be defined as the conditions of the issue Certificate of Completion. It shall be replaced as follows: The Certificate of Completion is a document issued by the Project Manager upon the full completion of Rehabilitation Works, Improvement Works or parts thereof, as applicable, in accordance with GC 54.1	The Certificate of Completion shall also be applicable for Emergency Works. Exceptions may be agreed on a case-by-case basis between the contractor and the Project Manager/ Employer.

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78	The Certificate of Completion	GC 54.1 When the Rehabilitation Works, Improvement Works or Emergency Works (or specific parts thereof) have been fully completed in accordance with the Contract, the Contractor shall request the Project Manager to issue a Certificate of Completion for those works. The Project Manager will issue the Certificate of Completion if and when the corresponding criteria established in the Specifications have been fulfilled It shall be replaced as follows: When the Rehabilitation Works, Improvement Works have been fully completed in accordance with the Contract, the Contractor shall request the Project Manager to issue a Certificate of Completion for those works. The Project Manager will issue the Certificate of Completion if and when the corresponding criteria established in the Specifications have been fulfilled	There is no change of the requirement.
79	Advance Payment	PC 45.1 The maximum amount of the Advance Payment shall be fifteen percent (15%) of the price for Rehabilitation and Improvement Works It shall be replaced as follows: The maximum amount of the Advance Payment shall be thirty percent (30%) of the price for Rehabilitation and Improvement Works	The maximum amount of the advance payment will remain as stated in the Bidding Document.
80	The source of interest rate for payments in foreign currency	PC 50.1 The source of interest rate for payments in foreign currency is as follows: For USD: SOFR of maturity of 1 month plus 1%; For EURO: €STR of maturity of 1 month plus 1%; For GBP: SONIA of maturity of 1 month plus 1%. It shall be replaced as follows: The source of interest rate for payments in foreign currency is as follows: For USD: SOFR of maturity of 1 month plus 5%; For EURO: €STR of maturity of 1 month plus 5%; For GBP: SONIA of maturity of 1 month plus 5%.	No change in original interest rate terms. Therefore, the interest rates for payments in foreign currency will remain as follows: For USD: SOFR of maturity of 1 month plus 1% For EURO: €STR of maturity of 1 month plus 1% For GBP: SONIA of maturity of 1 month plus 1% This structure is intended to ensure a fair and balanced approach to managing foreign currency payments.
81	The Defect Liability Period	The security shall automatically become null and void when (i) all works and services under the contract have been fully completed and (ii) when the Defect Liability Period as defined in GC Sub-Clause 41.2 has expired	There is no change of the requirement
82	The weighing station	B.7.1.4 Legislation, standards and other requirements applicable to weighing stations Delivery of online weighing data: The weighing system must ensure that immediately after each WIM (high speed and very low speed) weighing process, the results file (data file) is transmitted online to centralized	The Contractor will be responsible for the design, installation and operation of the system and provision of communications services.

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		servers, without the possibility of human intervention of the personnel of the weighing station or anybody else. (Note: The weigh station shall have cellular network coverage. In the event of cellular network coverage interruption, the contractor must transmit daily the accumulated files of the previous day to the locations of the centralized servers.) Please clarify that the Employer will provide fiber connection port for the Bidder to connection to the internet. If the facilities are available, please clarify the distance of the nearest fiber connection port.	
83	Vehicles	B.9.3 Vehicles <i>The contractor will not procure any vehicles for MC or Employer. The MC will purchase his vehicles. The maintenance of the vehicles including fuel can be provided by the contractor against certain payment by the MC</i> It is the Bidder's understanding that the Successful will not be responsible for providing fuel and maintenance for the MC's vehicles unless the MC has assigned the service to the Contractor separately. Please clarify.	The provision of vehicle maintenance and fuel for the Monitoring Consultant's vehicles is not part of the OPBRC contract. It will be based on a separate agreement to be reached between the OPBRC contractor and the Monitoring Consultant. Payments for those services will be separate and not be included in the Contractor's IPCs.
84	Time Extension	For this OPBRC project, considering that design is contractor's responsibility and we should produce our construction plan and quotation based on our design, we believe that a design of high quality is very important and necessary. Considering that this Bid was launched on August 22th, 2024 and the submission date is set on November 1st, 2024, it leaves us a very short time for the preparation of our bid. Time is quite strict for design team to do more site visits, detailed survey and material test. And please also take in consideration that from October 1st, 2024 to October 12th, 2024 is Chinese National Holiday, which also affect a lot the process of preparation of our bid, such as applying for bank guarantee. In order to submit a competitive tender with a reasonable price, we would like to apply for an extension of bid submission deadline for 30(Thirty) days, from November 1st, 2024 to November 30th, 2024.	Please refer to addendum 2 of the Bidding Documents.