



**CLARIFICATIONS FOR THE CONSTRUCTION OF FENCE WALL AT KOTOBABI POLICE STATION**  
**(Ref: 5140400-02/SW/RFQ/11/18)**

SI	Ref	Question	Answer																
1	Section 4	<p>Comparing the bill of quantities items under Metal Works with the drawing a number of discrepancies were identified which include:</p> <table border="1"> <thead> <tr> <th>Item</th> <th>Metal Gate Description</th> <th>No. in BoQ</th> <th>No. on Drawing</th> </tr> </thead> <tbody> <tr> <td>Pg9/H</td> <td>Overall size 5000 x 2100mm high</td> <td>2</td> <td>3</td> </tr> <tr> <td>Pg9/J</td> <td>Overall size 3000 x 2100mm high</td> <td>1</td> <td>0</td> </tr> <tr> <td>Pg9/K</td> <td>Overall size 1500 x 2400mm high</td> <td>2</td> <td>3</td> </tr> </tbody> </table>	Item	Metal Gate Description	No. in BoQ	No. on Drawing	Pg9/H	Overall size 5000 x 2100mm high	2	3	Pg9/J	Overall size 3000 x 2100mm high	1	0	Pg9/K	Overall size 1500 x 2400mm high	2	3	Quantities are provisional and subject to re-measurement.
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2	Section 9	The Conditions of Contract keep making reference to an Appendix but it is not attached to our document. Example of such include Clauses 4.4: Performance Security, 7.2: Program of Works and 11.3: Valuation of Works etc.	Appendix as attached for Bidders' attention																
3	Section 9: Item 11.9	Confirmation of the Currency of the Project because the BoQ indicates under the Amount column that the pricing should be in USD however, Clause 11.9 Currency specified that payment shall be in Ghanaian Cedis.	The currency of the Bid is USD and the currency of payments under the Contract shall be Ghana Cedis at the Contract Exchange Rate.																

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4	Section 4	<p>Please check and confirm the number of trees to be cut down because at the site visit we counted more trees that might have to be cut down than the total of 9No. found in the BoQ allotted as follows –</p> <p>a) Pg7/ A - Girth0 – 0.5m 2No.</p> <p>b) Pg7/ B - Girth 0.5 – 1.0m 3No.</p> <p>c) Pg7/ C - Girth 1.0 – 2.0m 4No.</p>	Quantities are provisional and subject to re-measurement.
5	Section 4	Should the prices include VAT and other Levies?	No
6	Section 4	Visit to the site revealed that there are more trees than specified in the Bill, should we consider the extra now as part of the bill OR it will be considered and paid for during construction	Quantities are provisional and subject to re-measurement.
7	Section 4	Where the fence wall is supposed to pass is so close to walk ways. Confirm if there should be a hoarding during construction since this will have to be done on the walk ways	Hoarding is required and shall be soft using Safety Barricade Net.

## APPENDIX TO CONDITIONS OF CONTRACT

<p><b>The Contract</b></p>	<p>1.1.1</p>	<p><b>"Contract"</b> means the Agreement and the other documents listed as follows:</p> <ul style="list-style-type: none"> <li>(a) Works Order,</li> <li>(b) Bid,</li> <li>(c) Appendix to the GCC,</li> <li>(d) GCC,</li> <li>(e) Specifications and Scope of Works,</li> <li>(f) Schedule of Requirements and Drawings,</li> <li>(g) Bills of Quantities</li> </ul>
	<p>1.1.2</p>	<p><b>"Specification"</b> means the document as per 1.1.1 including Employer's requirements in respect of the design and any Variation to such document and included in the RFQ.</p>
	<p>1.1.3</p>	<p><b>"Drawings"</b> means the Employer's drawings of the Works as per 1.1.1 and any Variation to such drawings and included in the RFQ.</p>
<p>1.3 Priority of Documents</p>		<p>The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary instructions to the Contractor, and the priority of the documents shall be in accordance with the order as listed in 1.1.1.</p>
<p>1.4 Law</p>		<p>The law of the Contract is the law of Ghana.</p>
<p>1.5 Communications</p>		<p>Wherever provision is made for the giving or issue of any notice, instruction, or other communication by any person, unless otherwise specified such communication shall be written in the English language and shall not be unreasonably withheld or delayed.</p>
<p>3.1 Authorised Person</p>		<p>The authorised person shall be Ing Eric Edward Asare, MiDA Distribution Director, Millennium Development Authority (MiDA), 4<sup>th</sup> Floor, Heritage Tower, 6<sup>th</sup> Avenue Ridge West, Accra, Ghana, Tel: +233-302-666 619/621/634542, Fax: +233-302-666579 E-mail: <a href="mailto:info@mida.gov.gh">info@mida.gov.gh</a>.</p>

3.2 Employer's Representative		The Employer's representative shall be: Program Director SMEC International Pty Ltd 13 <sup>th</sup> Floor, Heritage Tower, 6 <sup>th</sup> Avenue Ridge, West Ridge, Accra, Ghana Tel: +233 -203035704 /+233 558241189 E-mail: <a href="mailto:Munusu.Dizamuhupe@smec.com">Munusu.Dizamuhupe@smec.com</a> /Ghana@smec.com
4.4 Performance Security		Not Applicable
5.1 Contractor's Design		The Contractor shall not carry out any designs.
7.2 Programme		Within seven (7) days, the Contractor shall submit to the Employer a programme for the Works in the form to be provided by Employer's representative.
7.4 Late Completion		If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount equivalent to one-fifth of one percent (0.2%) percentage of the final Contract Price for each day for which he fails to complete the Works.  The maximum amount of liquidated damages for the whole of the Works is ten (10%) percent of the final Contract Price.
9.1 Remedying Defects		The Employer may at any time prior to the expiry of seven (7) days, notify the Contractor of any defects or outstanding work.
10.2 Valuation of Variations		Variations shall be valued as follows:
		e) Not Applicable.
11.3 Valuation of the Works		The Works shall be valued as provided for in GCC 11.4, subject to Clause 10
11.5 Interim Payments		The proportion of payments retained is ten percent (10%).
11.7 Payment of Second Half of Retention		Not Applicable
11.10 Delayed Payment		The Contractor shall not be entitled to interest for each day the Employer fails to pay beyond the prescribed payment period.

14.2 Arrangements		All insurances shall conform to the requirements detailed as follows: The minimum insurance amounts and deductibles shall be: a) Insurance for Works and Contractor's Equipment : Deductibles per occurrence shall not exceed US\$1,000 per occurrence, and b) Insurance against Injury to Persons and Damage to Property : Limit per occurrence shall not be less than US\$10,000 per occurrence
15.3 Arbitration		The institution whose arbitration procedures shall be used is Ghana Arbitration Centre. The Appointing Authority shall be the President of Ghana Arbitration Centre, Ghana and shall be held in Accra, Ghana.