

L4343 MON, ADB Project Number 48186-008 - Regional Road Construction and Maintenance for the 3rd phase. CW1 Construction of a new asphalt paved road for the section from Myangad to the intersection with Naranbulag – Ulaangom road (163km)

Questions & Answers Q&A04.

No.	Question	Response
QA04-01	During the pre-bid meeting, other participants asked for clarification about the need to clarify the last three years mentioned in the financial requirements of the Bid document. According to the response to the clarification, we would like to clarify whether it is correct to submit our latest audited balance report /Financial statement for 2020, 2021, and 2022/ and also to prepare our financial materials using financial indicators for these years.	<ol style="list-style-type: none"> 1) As Volume 1 Section 4, form FIN-1 footnote 2 <i>“Attached are copies of financial statements (balance sheets including all related notes and income statements) ... complying with the following conditions....Historical financial statements must be audited by a certified accountant.”</i> 2) Hence the data entered in form FIN-1 should be consistent with the data shown in the attached audited financial statements. 3) We cannot advise on the situation of a particular company which depends on its circumstances, however, it is correct that each bidder should submit its latest available audited financial statements.
QA04-02	As both Milestones (as provided in PCC 1.1.73 and Sections (as provided in PCC1.1.90) are defined and refer to a Part of Works, therefore, the maximum amount of delay Damages (10% of the Accepted Contract Amount) that applies to Works or Section under Sub-clause 8.8 (Delay Damages) shall also apply to the maximum amount of delay damages for Milestones (5%). In other words, the total amount of delay damages (10% of the Accepted Contract Amount) under sub-clause 8.8 includes the maximum amount of delay damages for Milestones. Please confirm	<p>No, we do not have the same understanding.</p> <ol style="list-style-type: none"> 1) Volume 2, Section 7 Sub-Clause 8.8 Delay Damages makes reference to failure to comply with Sub-Clause 8.2 Time for Completion, which in turn only refers to completion of the whole of the Works, and each Section (if any), but does not mention milestones. Section 8 Part A, 8.8 shows that the Maximum amount of delay damages is 10 % of the Accepted Contract Amount. 2) Volume 2, Section 8 Part B, Sub-clause 4.25 Milestones states “the total amount of Delay Damages for all Milestones shall not exceed the maximum amount stated in the Contract Data” and the Contract Data states “Maximum amount of Delay Damages for Milestones (percent of Accepted Contract Amount) 5 %.”

Bid Evaluation Committee.