



Date: July 07, 2022

Title: Abuja High Commission Power Generation and Fire Suppression Study and Concept Design

Solicitation Number: 22-191460/2

The following Questions & Answers is in link with the Request for Proposal document mentioned above.

Questions & Answers # 3

- Q9.** Clause GC 7 – Suspension. Would the Crown consider, under General Clause GC 7 – Suspension, the inclusion as proposed below:
7.5 The Consultant may suspend performance of the whole or part of the Services in any of the following circumstances:
7.5.1 If the Consultant has not received payment from the Departmental Representative in respect of an invoice or part thereof within the agreed payment period (provided the amount not by that time been contested in writing),
7.5.2 If the Departmental Representative delays the approval of deliverables beyond fourteen (14) calendar days from date of submission for approval.
7.6 The right to suspend shall be without prejudice to the Consultant’s right to terminate the Contract. The Consultant shall resume the performance of the Services as soon as possible after the event has seized.”
- A9.** Yes, see addendum 3.
- Q10.** GC 16 – Insurance. Would the Crown consider the amendments for General Clause GC 16 as proposed below:
16.1 The Consultant shall obtain and maintain ~~an appropriate level of~~ professional liability insurance coverage (including but not limited to coverage for design errors and omissions) to a minimum value of two times the value of the contract price for the Services required under this Contract and shall furnish satisfactory evidence of such insurance and renewals to the Departmental Representative within fourteen (14) days of execution of this Contract.
~~16.2 The policy shall be issued with a deductible amount of not more than 2,500 CAN\$.~~
16.3 Unless otherwise directed in writing by the Departmental Representative, the policy required in GC16.1 shall attach from the date of contract award and shall be maintained until the one (1) year following the issuance of the Final Certificate of Completion.
~~16.4 The costs associated with any insurance coverage required under this Contract shall be part of the quoted Firm Price.”~~
- A10.** We are willing to change 16.1 to read:
The Consultant shall obtain and maintain a level of professional liability insurance coverage (including but not limited to coverage for design errors and omissions) that the Consultant considers appropriate for the Services required under this Contract and shall furnish satisfactory evidence of such insurance and renewals to the Departmental Representative within fourteen (14) days of execution of this Contract.
The proposed changes to 16.2 and 16.4 are not accepted.
- Q11.** GC 17 – Dispute Resolution: Would the Crown consider the inclusion and amendments for General Clause GC 17: Dispute Resolution as proposed below:
17.10 Either Party has the option to refer disputes arising from or in connection with this Agreement to arbitration for final resolution.
17.11 If arbitration is preferred such arbitration shall be conducted in accordance with the rules and procedures specified by UNCITRAL. The place of arbitration shall either be virtual, or Pretoria, South Africa or the Zutari office nearest to the Project location depending on the Parties preference.
17.12 Any reference to arbitration shall not relieve either Party from any liability for the due and punctual performance of its obligations under this Agreement.”



A11. We do not agree to make the proposed changes to GC17.

Q12. Addition of new: Would the Crown consider the insertion of a new clause related to Limitation of Liability as proposed below:

X.1 A Party shall be liable to the other Party for any breach by that Party of any provision of the Agreement.

X.2 If either Party is liable for the other, damages shall be payable only on the following terms:

X.2.1 Such damages shall be limited to the amount of reasonably foreseeable loss or damage suffered as a direct result of such breach.

X.2.2 The amount of such damages shall be twice the contract value.

X.2.3. If either Party is liable jointly with third parties to the other Party, the proportion of damages payable by that Party shall be limited to that proportion of liability which is attributable to its breach.

X.3 Notwithstanding anything to the contrary in this Agreement, neither Party shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on one Party by the other Party before the expiry of 3 years from completion of the Services or termination of the Agreement (whichever is earlier). Each Party agrees to waive all claims against the other in so far as such claims are not formally made timeously.

X.4 The maximum amount of damages payable by either Party to the other in respect of any and all liability, including liability arising from negligence, under or in connection with this Agreement shall not exceed twice the contract value.

X.5 Neither Party shall be liable in contract, tort, under any law or otherwise, for any loss of revenue, loss of profit, loss of production, loss of contracts, loss of use, loss of business third party punitive damages or loss of business opportunity or for any indirect, special or consequential loss or damage.

X.6 The abovementioned liability limitations shall not apply to claims arising out of deliberate manifest and reckless misconduct, fraud, fraudulent misrepresentation, or reckless misconduct by the defaulting Party.”

A12. We do not agree to add these clauses. We do not have the ability to limit liability in our contracts.

Q13. These are items normally outside the scope of a typical feasibility study and are provided as part of engineering design. Furthermore if simulation is required of the distribution system can you confirm if this is limited to the customer side of the connection? Simulation of the distribution system on the utility side will require additional information provided by the local utility.

A13. All simulations, studies and tests requested are required and they are limited at the customer side of the connection.

Q14. The site survey report is required to include “Rough Order of Magnitude (ROM) estimate in an elemental format prepared by Quantity Surveyor with an office in Nigeria”. Please advise on the specific qualifications/certifications required for the “Quantity Surveyor with an office in Nigeria”. As per the above comment, this level of input is outside the scope of a typical feasibility study. In the context of this study, such input could lead to less accurate information given the need to reflect Canadian standards and limited time duration to ensure such local inputs are consistent.

A14. The cost estimate required as part of the feasibility/site survey is to be completed by a Quantity Surveyor whom requires to be a registered Quantity Surveyor. Nigeria currently counts 391 registered Quantity Surveyor.

Please note that a qualified Canadian Quantity Surveyor with international industry knowledge would also be acceptable.

All other conditions and requirements remain unchanged