
**REPUBLIC OF MOLDOVA
LOCAL ROADS IMPROVEMENT PROJECT**

STATE ROAD ADMINISTRATION

**AMENDMENT No.1
TO THE BIDDING DOCUMENTS**

ref: No. LRIP/W2/01

**Improvement Works on Corridor 8.3
L405 Road from R21 – Oniscani, km 0+000 to km 9+962**

Issued on December 18, 2018

General:

The following amendment article is applicable to contract: *LRIP/W2/01: "Improvement Works on Corridor 8.3 L405 Road from R21 – Oniscani, km 0+000 to km 9+962"*.

Article 1

Bidding Documents, Part 1 – Bidding Procedures, Section II: Bid Data Sheet, Adjudicator, ITB 43.1:

The following text:

“The Adjudicator proposed by the Employer is: David Canning, 24 Aldbourne Avenue, Earley, Reading RG6 7DB, United Kingdom.

The hourly fee for this proposed Adjudicator shall be: 262.50 Euro up to a maximum of €2,100.00 per day, i.e. if the Adjudicator is obliged to spend more than 8 hours per day, the fee will be capped at 8 hours.

The biographical data of the proposed Adjudicator is as follows:

David Canning is a civil engineer with 50 years' experience of construction and project implementation. He worked for both contractors and consulting engineers before joining High-Point Rendel (HPR) in 1982. Subsequently he was responsible for a wide variety of problem resolution activities including claims and contract advice, risk assessments and time-impact analyses for contractors, banks and other clients in UK and internationally.

Recent work includes international advisory roles on major road & bridge projects, power stations, metro projects and infrastructure development, assisting a major oil company in settlement of multi-million dollar disputes on a trans-national pipeline project and advising on contract claims in offshore construction, shipbuilding and ship conversion projects. From 1987 to 2005, he was responsible for all HPR's independent appraisal and risk assessment work in connection with the US \$10 Billion Great Man Made River Project in Libya. Between 1990 and 1994 he also led HPR's team working with TML to resolve the major Fixed Equipment disputes arising on the Channel Tunnel Project, which were heard by the first major international Dispute Board. More recently he led that company's claims team on the Dubai Metro Project.

He has more than thirty years' experience advising different parties on liability and quantum of disputes in civil engineering, building, process, pipelines, power, offshore and shipbuilding. He has mediated/conciliated disputes in all those fields, and in relation to professional indemnity issues, with individual values in dispute of more than US\$ 10 Million. He has acted as tribunal appointed expert in a major international arbitration and as a sole joint expert in a personal injury case in litigation in England. He has 30

extensive experience as a party appointed expert witness in arbitration and litigation, both in UK and overseas under ICC Rules.

He is an active Adjudicator, listed by the Institution of Civil Engineers, CIC, CEDR and UK Highways Agency and a qualified arbitrator. He has delivered some forty adjudication decisions related to both domestic and international matters. He is also a CEDR Solve Mediator and a past Director of the Centre for Effective Dispute Resolution (CEDR), the leading mediation and conciliation body in UK, with a strong international focus.

Much of his career has had an international focus and his work with High-Point Rendel was for clients based in UK, Europe, Turkey, Korea, Japan, USA and South Asia working in UK, Middle East, South Asia, Far East and Central America. He had responsibility for both engineering and

commercial operations for High-Point Rendel in UK, before succeeding to his last role as Director – Business and Management Solutions in UK, Europe, Africa and Middle East. He now practices independently as a Dispute Board member, mediator adjudicator, adviser and trainer. Typical recent assignments include specialist contract advice to road development authorities in Bulgaria and Sri Lanka; workshops on FIDIC forms of contract and dispute resolution delivered to road development authorities in Ukraine and Sri Lanka under World Bank funded programmes; and an expert determination for a petrochemical contract in Qatar. He was recently a DAB member for road projects in Moldova and is a DRB member in connection with Cityringen metro project in Copenhagen. He is a frequent speaker internationally on ADR, including Dispute Boards, and continues as an active adjudicator in UK”.

shall be substituted with:

“The Adjudicator proposed by the Employer is: Nigel Grout, England.

The hourly fee for this proposed Adjudicator shall be: 300 Euro.

The biographical data of the proposed Adjudicator is as follows:

Nigel Grout is an experienced and impartial construction professional specialising in the resolution and avoidance of disputes and contentious issues. He has spent over 40 years as a practising Quantity Surveyor working exclusively on civil engineering projects; particularly highways, structures, water, rail and infrastructure. Nigel has specialised in construction dispute resolution and avoidance since 1991, and now acts as an independent practitioner in this field. He has formal training and qualifications in international commercial arbitration, and is a panel or listed arbitrator with various international arbitral organisations. He has acted as party representative in many construction adjudications, and is an accredited adjudicator with the Chartered Institute of Arbitrators. Nigel is also a listed Expert with the Dubai International Arbitration Centre, and has been appointed as a quantum expert in arbitrations in the UK, India and Eastern Europe. He possesses extensive knowledge of international Dispute Boards practice and procedure, and is included on the FIDIC President's List of Dispute Adjudicators. Nigel regularly serves as a Dispute Board member, including as chairman or sole member. He is currently serving on DBs in Bosnia and Herzegovina, Malawi, Serbia and Moldova.”

Article 2

Bidding Documents, PART 3 – Conditions of Contract and Contract Forms, Section IX. Particular Conditions of Contract, GCG 24.3:

The following text:

“Hourly rate and types of reimbursable expenses to be paid to the Adjudicator:

The Adjudicator proposed by the Employer is: David Canning, 24 Aldbourne Avenue, Earley, Reading RG6 7DB, United Kingdom.

The hourly fee for this proposed Adjudicator shall be: 262.50 Euro up to a maximum of €2,100.00 per day, i.e. in case if the Adjudicator is obliged to spend more than 8 hours per day, the fee will be capped at 8 hours”.

shall be substituted with:

“Hourly rate and types of reimbursable expenses to be paid to the Adjudicator:
The Adjudicator proposed by the Employer is: Nigel Grout, England.
The hourly fee for this proposed Adjudicator shall be: 300 Euro”.