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**REPUBLIC OF MOLDOVA  
ROAD SECTOR PROGRAM**

**STATE ROAD ADMINISTRATION**

**CLARIFICATION DOCUMENT No.1 TO  
CONSULTANTS' QUESTIONS ON RFP**

**Supervision of Rehabilitation Works on R34 Hincesti-Leova-  
Cahul-Giurgiulesti Road, km 0+000 - km 83+000 (client's  
reference RSP/R34/01-02/2019)**

**under the Contract RSP/W12/01-02**

**Issued on August 20, 2020**

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### Question 1

For the Designer Representative position/s: please clarify if the consultant should consider two Designer Representatives, one for each lot and if the input allocated for each one of them should be estimated to 10 person-months for each section, totaling 20 months for the two lots.

### Answer

Yes, there is to be a Designer's Representative for each Lot. There is 10 person-months for each position.

Please refer to sub para. (g) Designer's Representative per Moldovan Construction Law of 7. Profile of the Consultant of ToR - PIU assignments – rev 03 - template - March 2017 - Supervision\_ver.1.4, where it is set forth that „The Designer's Representatives shall be required to attend the Site as required by the legislation in force, and **a total of 10 person-months shall be included in the Consultant's Proposal for estimating purposes for each of them.**”

### Question 2

For the Deputy Team Leader/ Resident Engineer (DTL/RE) position, regarding the specific experience and expertise related to the task: please clarify if a position of Deputy Resident Engineer would be accepted for the requirement “The candidate is expected to have experience working as Deputy Team Leader/ Resident Engineer in at least two projects of similar size and complexity under FIDIC Conditions of Contract, with minimum of 2 years' involvement in each such projects”.

### Answer

The candidate for Deputy Resident Engineer will be evaluated on previous experience on at least **two projects of similar size and complexity implemented under the FIDIC General Conditions of Contract, with a minimum of 2 years' involvement in each such projects**". This must be clearly outlined in the submitted CV of the candidate.

### Question 3

For the Team Leader / Engineer's Representative (TL/ER) position, regarding the similar projects for their experience: please clarify if TL positions in projects implemented under similar contract conditions to FIDIC are accepted. We refer to experience in works contracts carried out in Western Europe, such as Spain or Italy.

### Answer

The evaluation criteria for work experience of the Team Leader / Engineer's Representative (TL/ER) will be accessed specifically for projects implemented under FIDIC contract conditions. Experience in any other type of contract will be taken into consideration for the purpose of evaluation, but will not be counted for the criteria related to candidate's FIDIC experience.

#### Question 4

For Materials / Quality Assurance Engineer (M/QAE) position, regarding the studies, please confirm that also Faculty of Industrial Chemistry, Specialization: Organic Chemical technology is acceptable.

#### Answer

According to TOR item 7, the Key Staff should possess University Degrees in Highway or Civil Engineering, or an equivalent technical qualification related to their respective proposed specialty in this project.

The candidate for the position of Materials / Quality Assurance Engineer (M/QAE), **should be a qualified civil engineer from a recognized University.**

In this regard, the Faculty of Industrial Chemistry, Specialization: Organic Chemical technology is not acceptable.

#### Question 5

With regard to the 40,000 EURO threshold set out in relation to payments to be made by the Client as per the Special Conditions of Contract, art. 45.1(c), we are kindly asking the Client to consider eliminating such threshold given the difficult and hardly predictable business environment caused by the current pandemic. Since pandemic negative effects are expected to also impact the implementation of this contract, such measure would provide support for an adequate cash flow to the Consultant.

#### Answer

The contract for consultancy services will be financed from an EBRD Loan Agreement. According to provisions of the Loan Agreement, Drawdowns shall be made in amounts of not less than the Minimum Drawdown Amount. According to Section 2.02 [Other Financial Terms of the Loan], the minimum Drawdown Amount shall be 40.000 EUR to finance the services under Category 2 (consultancy services). Therefore, in case the amount of invoice is less than the minimum threshold, the payment will be done with the next invoice, when cumulative amount will reach 40.000 EUR.

The amount of 40,000 Euro as set out as a threshold for payments is not unreasonable and should not adversely affect the cash flow of a financially capable consulting firm. Therefore, the provision under SCC 45.1 (c) shall not be eliminated by the Client.

#### Question 6

As per Annex A to the ToR, we are kindly requesting the Client to provide us with a copy of the Works Contract for the Rehabilitation Works of R34 Hîncești – Leova – Cahul – Giurgiulești Road km 0+000 – km 83+000.

#### Answer

Tender Documents can be downloaded following the link:  
[http://files.asd.md/Procurement/RSP\\_W12\\_01\\_02/Procurement\\_Documents.zip](http://files.asd.md/Procurement/RSP_W12_01_02/Procurement_Documents.zip)

The package also includes 4 (four) Amendment Documents and 2 (two) Clarification documents, which have been issued for the Tendering Procedure of Rehabilitation Works of R34 Hîncești – Leova – Cahul – Giurgiulești Road km 0+000 – km 83+000. These can be found on SRA's website [www.asd.md](http://www.asd.md).

### Question 7

According with Form Fin 2 we have identified under the section indirect local tax estimated – to be discussed and finalized at the negotiation if the Contract is awarded”

a..... line ii) – {e.g. income tax on non-resident experts}

b..... line iii) – {insert type of tax }

According with the General Contractual Conditions – clause 43.1. - 43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

Clause 43.2 - As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

According with the Special Contractual Conditions – clause 41.2 - The ceiling in local currency is: exclusive of local indirect taxes.

a. Please kindly indicate the type of the taxes allowed to be presented, based on the necessary situation.

b. Please confirm that for the International experts will be applied the exemption of taxes, duties, being considered their inputs in this contract, as being services. Additionally, we are kindly ask you to take into consideration the non-discrimination principles and also the free movements of the persons and this exemption to be applied also for experts which origin country doesn't have International Treatments to be avoid the double taxations, otherwise, the international experts will be obliged to pay double taxes in the origin country and also in Moldova.

### Answer

In the matter of **INDIRECT TAXES**. The Loan Agreement under which this Contract is financed is included in Annex no. 2 of GD no. 246/2010 which provides exemptions from VAT with the right of deduction for purchased goods (works, services) delivered on the territory of Republic of Moldova by the local suppliers and exemption from excise duties, payment of customs duty, tax for customs procedures and VAT without right to deduct in respect of any equipment, materials, supplies brought/imported by the Consultant in the Client's country. The Annex no. 2 of GD no. 246/2010, does not include exemptions from income tax and, moreover, please be reminded that according to the provisions of article no. 70 par. (2) a) of the Fiscal Code, when determining the taxable income of non-residents, only the income obtained in the Republic of Moldova shall be taken into account.

This is in line with the cited Sub-Clause 41.2 of the Special Contractual Conditions, where “The ceiling in local currency is: exclusive of local indirect taxes.”

In the matter of **OTHER TAXES**. Consultant shall determine its tax obligations arising from its activity under the assignment at hand and structure its financial proposal accordingly. This comes in line with the cited Sub-Clause 43.1, where “The Consultant, Sub-consultants and Experts are

responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.”

In the matter of **TAX ADMINISTRATION**. The Client has no prerogatives to establish the range of persons subject to any provision of tax law. Consultant shall determine itself which of the legal requirements shall be followed (including non-tax related, but mandatory under the law) in any jurisdiction.

**Question 8**

According with the Special Contractual Conditions clause 45.1c) - The Client shall pay the Consultant’s invoices within sixty (60) days after 1) the receipt by the Client of such itemized invoices with supporting documents and 2) the total amount of such invoices reached at least EUR 40.000. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

a. Please kindly revise this clause, due to the fact that during the project implementation, we can register months, where the value of performed services can be at least EUR 40.000, (eg at the beginning of the contract or during PND) and we will need to cover the registered expenses from those months.

**Answer**

Please refer to the answer given for Question no. 5.

**Question 9**

For preparing of our proposal and having read the TOR (eg point 6.2 – Facilities), please make available to us the Working Contracts documents and other relevant documents that you may considerate being appropriate.

**Answer**

Please refer to the answer given for Question no. 6.

**Question 10**

According to TOR point 4.2. i) – regarding Defects Notification period - During the remaining 11 months of the Defects Notification Period the Engineer will be responsible for monitoring the Contractor’s operations and for issuing any required certificates. For the purpose of carrying out the services, the Engineer shall carry out quarterly site visits to monitor the rectifications on unattended/ uncompleted activities, identifying and preparing reports on defects if any, supervising the remedial works and preparing and issuing the Final Payment Certificate. During this period the Engineer shall be required to draw the attention of the contractor to any defects if and when noticed and shall supervise such remedial works. Three months before the end of the Defect Notification period the Engineer shall conduct a detailed defect inspection of the road and structures and prepare a defect report for issue to the Employer and Contractor. Prior to the expiry of the defect period the Engineer shall certify (or otherwise) that the defects have been eliminated.

and according to TOR point 1 and point 6.1. - The Services to be provided by the Consultant will last about 46 months, which includes 1 month for pre-Commencement activities, 30 months of works supervision, 12 months covering defects notification period and 3 months for the Performance Certificates issue and other closing activities, Final Account and Contract close-out.

a. Please indicate the Contract duration, per each main stages, without any doubt – eg – pre-commencement; works; defect notification period, Performance Certificates issue and other closing activities, Final Account and Contract close-out due to the fact that are mentioned 2 different durations for DNP.

b. Also, please indicate the contract duration, if this is different per each Lot – see TOR section 1.

#### Answer

- a. As indicated in Item 1 and 6.1 of TOR, the Services to be provided by the Consultant will last about 46 months, which includes 1 month for pre-Commencement activities, 30 months of works supervision, 12 months covering defects notification period and 3 months for the Performance Certificates issue and other closing activities, Final Account and Contract close-out. In item 4.2.i of TOR Consultant's tasks during defects notification period the have been defined.
- b. In accordance with para 6.1 Implementation Arrangements of ToR - PIU assignments – rev 03 - template - March 2017 - Supervision\_ver.1.4, **The works contract has been signed in February 2020 with Notice to Commence issued on 24th August 2020. The duration period is 30 months.**

#### Question 11

According to TOR point 7 – Consultants are encouraged to associate with local firms and include in the team local Technical Support Staff.”

And according with the ITC point 15.1.2. it is mentioned – shortlisted Consultants may associate with

- a) Non-shortlisted consultants – yes
- b) Other shortlisted consultants – no.

And according with the fact that on the list with submitted EOI is not any local company mentioned

a. Please confirm that it is allowed to have a collaboration /subcontracting agreement after the awarding of Services Contract.

#### Answer

It is only allowed to have a collaboration /subcontracting agreements with Non-shortlisted consultants.

In accordance with clause 20.3 of C. OBLIGATIONS OF THE CONSULTANT of II. General Conditions of Contract, **The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.**

### Question 12

According to TOR point 7 – it is mentioned - The Key Staff should possess University Degrees in Highway or Civil Engineering, or an equivalent technical qualification related to their respective proposed specialty in this project.

According to TOR point 7 – section the qualifications requirements for the requested staff....” Given per each Key expert. – “...a qualified civil engineer from a recognised University”.. except for Environmental expert

Please confirm that in fact the minimum criteria for qualification, which need to be fulfilled is the one corroborated between the 2 mentions information.

### Answer

Yes.

The former text referred to is a general requirement applicable to all positions.

Further, the proposed experts are evaluated against the criteria requirements for the respective position.

Based on this, in case of Environmental expert, the latter shall possess a University Degree in a specialty relevant to the position.

### Question 13

According to TOR point 7 – for Materials / Quality Assurance Engineer it is required – “” The candidate is expected to have a minimum of eight (8) years of experience in roads, bridges, motorways contracts as a Materials Engineer and or Quality Assurance Engineer, including asphalt paving works.”

a. Please confirm that the requirement in roads”- will be understanding as all type of works in the road infrastructure (e.g. new construction, modernization, rehabilitation, widening, etc) for national roads, express ways, motorways etc.

### Answer

Yes.

The experience in roads could include any of the mentioned type of projects (new construction, modernization, rehabilitation, widening, etc).

### Question 14

According to TOR point 7 – for Materials / Quality Assurance Engineer it is required- “The candidate is expected to have previous experience in the position of Materials/ Quality Assurance Engineer on at least two similar projects, with minimum of 1 year’ involvement in each such projects.

a. Please conform that the requirement “similar projects” will be understanding as all type of works in the road infrastructure (e.g. new construction, modernization, rehabilitation, widening, etc) for national roads, express ways, motorways etc.

## Answer

In this regard, the criterion **similar project**, should be read as project of similar size and complexity to the project in subject.

## Question 15

According to TOR point 7 – for Quantity Surveyor it is required - The Candidate should have at least ten (10) years of experience in road, design, construction and/or supervision.

- a. Please confirm that the requirement in roads”- will be understanding as all type of works in the road infrastructure (e.g. new construction, modernization, rehabilitation, widening, etc) for national roads, express ways, motorways etc., for which were done design, construction and/or supervision.

## Answer

All contracts will be taken into consideration, which will comply with the requirement which has been set.

## Question 16

According to TOR point 7 – for several KE is required The candidate is expected to have previous experience working as a ..... in at least two (2) projects of similar size and complexity under FIDIC Conditions of Contract is required,

- a. Please confirm that the similar size and complexity, will be understanding as all type of works in the road infrastructure (e.g. new construction, modernization, rehabilitation, widening, etc) for national roads, express ways, motorways etc.

## Answer

The criterion “similar project”, should be read as project of similar size and complexity to the one in subject.

## Question 17

According to TOR point 7 g) – it is required to be included in our proposal – technical and financial the Designer’s Representative per Moldovan Construction Law with an input for 10 person/months

- a. Please kindly indicate us if this input for 10 person/months is included in the category of Technical Support Staff, which has the total of 278 man-months;
- b. Also, please kindly indicate us that this input for 10 man-months is for each of the 2 Designer’s Representatives or it’s a total input per both of them.



**Answer**

- a. Yes. The time inputs of Designer's Representatives, has been included in the total of 278 man-months.
- b. Please refer to the answer given for the Question no. 1.

**Question 18**

According to TOR point 7 g) – it is foreseen to be considered in our technical and financial proposal the Designer's Representative per Moldovan Construction Law - With reference to the Law No. 721, dated 2nd February 1996, on Quality in Construction, the Engineer will include qualified construction Works Superintendents”...

- a. Please kindly indicate us where in the TOR are mentioned Works Superintendents, as category of experts and their corresponding inputs and tasks.

**Answer**

Please refer to sub para. (g) Designer's Representative per Moldovan Construction Law of 7. Profile of the Consultant of ToR - PIU assignments – rev 03 - template - March 2017 - Supervision\_ver.1.4, where it is set forth that **the Engineer will include qualified construction Works Superintendents and Designer's Representatives in its supervision team in order to ensure compliance of the executed works with the design according to the Moldovan legislation.** In the context of this stipulation, the words of “Working Superintendents” is a generic reference to the Engineer's personnel and not distinct position(s). In this regards, Designer Representatives and Works Superintendents shall be responsible for ensuring the compliance of executed works. Therefore, there is no separate inputs for Work Superintendents, the Consultant's supervision personnel is considered Works Superintendents.

**Question 19**

According to TOR section 4.1. – Introduction “the consultant shall support the Client with the following tasks - ....Ensure that all reports by the EBRD for implementation of the contract are submitted on schedule

Please kindly confirm that the mentioned reports are the one as stipulated in Tor section 4.1. k) Reporting Requirements and Time Schedule for Deliverables and if you are referring to additional reports, please kindly indicate to us the related requirements.

**Answer**

The Reports ought to be provided by the Consultant, are indicated in para k) Reporting Requirements and Time Schedule for Deliverables of ToR - PIU assignments - rev03 - template - March 2017 - Supervision\_ver.1.4.

**Question 20**

Please kindly accept our request for extension of the submission deadline, due to:

- a. The complex level of the requirements, based on which we need to prepare the entire proposal, inclusively experts, technical proposal and financial proposal;

- b. the preparation period of the herein procedure needs to be done during August month, when the majority of companies and the experts are in holiday.
- c. And promoting the equal treatment principle and the organization of a most competitive procedure, based on which you will select the future Consultant.

#### Answer

The submission deadline shall not be extended.

#### Question 21

Taking into consideration that in the Forms Section it is presented Form Fin 4 – Breakdown of reimbursable expenses

- a. Please kindly confirm if we would need to submit this Form, due to the fact that we didn't identify in the TOR clear requirements in this regard.

#### Answer

The FORM FIN 4 is an essential part of the Financial Proposal which shall be provided by the Consultant.

All the instructions regarding this Form are set in the ECEPP Cons Comp - 06 RFP Form FIN 2-3-4 20190124\_ver.1.0 document.

#### Question 22

Taking into consideration the information presented in TOR section 7 – “For estimating purposes, a number of individual expert visits and a global number of person-months are to be shown in the proposal and the Consultant should also enter a person-month rate and round trip air ticket cost. 15 person-months is to be included in Proposal.”

- a. Please indicate, based on your answer to our question point 15, if the costs of round trip air ticket will be included in the Form Fin 4 or they will be included in the experts fees.

#### Answer

Please refer to the footnote indicated in Form 4 set in the ECEPP Cons Comp - 06 RFP Form FIN 2-3-4 20190124\_ver.1.0 document, in accordance with which **International transportation will be reimbursed for mobilization and demobilization only. The following supporting documents shall be provided: a) Letter of mobilization and demobilization; b) Copy of the ticket, including the travel itinerary and original boarding passes for each flight leg; c) Receipt for the purchase of the ticket and proof of payment.**

The one-way ticket cost shall be indicated in Form FIN4.