
**REPUBLIC OF MOLDOVA
ROAD SECTOR PROGRAM**

STATE ROAD ADMINISTRATION

**CLARIFICATION DOCUMENT No.2 TO
CONSULTANTS' QUESTIONS ON RFP**

**Supervision of Construction Works of M3 Vulcanesti Bypass,
km 0+000 - km 8+580 (client's reference RSP/M3/01/2023)**

under the Contract RSP/W14/01

Issued on September 22, 2022

Question 1

Please advise on the current status of the tendering procedure for the works contract RSP/W14/01 and also on the estimated signing date of this works contract.

Answer

The Tender Documents for the works contract are currently under elaboration. Thus, at this stage, it is hardly to predict an exact date for signature of the works contract. However, one estimates the works contract to be signed by spring 2023.

Question 2

Regarding the Implementation Arrangements (Chapter 6 of the ToR) in correlation with ITC Data Sheet (Section 30.2), please indicate if the Client agrees to reconsider the expected date for the commencement of the Services for May 2023 (instead of February 2023), in relation to the works contracting status.

Answer

ITC 30.2 from the Data Sheet shall be read in conjunction with ITC 30.1, stating that “The Consultancy Services Contract will be signed following the successful completion of negotiations and signing by the Employer of the related works Contract”.

By now, the expected date for commencement of the Services is as stated in the RFP documents, i.e. – February 2023. In case any changes will occur, the exact date for the commencement of Services will be agreed at the time the need will arise, or during Contract negotiations.

Question 3

Regarding the Implementation Arrangements, with focus on Facilities to be provided by the Client (Chapter 6.2 of the ToR and Annex A to the ToR), please make available to the tenderers the draft Chapter 004, Engineer’s Facilities, Part 2 - Requirements – Technical Specifications of the Works Contract, since indication is made that the facilities to be provided for the Engineer are stated therein, and this information would be useful to properly elaborate the financial proposal.

Answer

Please find below the provisions of **CHAPTER 004. ENGINEER'S FACILITIES** from the Technical Specifications of the Works Contract.

004.01.Project Office

Not Used.

004.02.Contract Office

The Contractor shall provide, furnish and maintain a contract office for use by the Engineer and his staff on the site of the Works. The contract office shall be at a location provided by the Contractor and approved by the Engineer.

The required floor area and number of rooms are indicated in Sub-Clause 004.04 below and the Appendix to these General Requirements.

Basic required details of the office buildings together with details of the site arrangements are given in Sub-Clause 004.04 below.

The office shall be provided with new furnishings and fittings as specified in paragraph 004.07 below and the Appendix to these General Requirements.

On completion of the Contract, the office shall be demolished and removed from the site and the office location wholly restored to its original condition or, in the case of a brownfield site, shall be landscaped and re-vegetated to an acceptable standard.

004.03.Laboratory Office

The Contractor shall provide within the site laboratory specified in Section 005 below an office for use by the Engineer as specified in Sub-Clause 004.04 and Sub-Clause 004.05 and the Appendix to these General Requirements,

The office shall be provided with new furnishings, fittings and equipment as specified in Sub-Clause 004.07 below and the Appendix to these General Requirements.

The office for use by the Engineer shall be available at the same time as the laboratory becomes operational.

004.04.Layout of Engineer's Contract and Laboratory Offices

The Contractor shall submit details of all works necessary for the completion of the offices to the Engineer for approval based on the requirements of the whole of Chapter 004 and the Appendix to these General Requirements defining floor areas and number of rooms. The details of each office shall be submitted for the Engineer's approval within 28 days of the Letter of Acceptance. The Contractor shall be responsible for obtaining any necessary permits, licenses, etc. for the work involved in providing the offices.

004.05.General Requirements for Engineer's Offices

A paved access road from the highway shall be provided to each office complex and covered hard standing shall be constructed to accommodate the number of vehicles specified in the Appendix to these General Requirements. Each office complex and its covered and open hard standing shall be surrounded by a 1.8 meters high security fence at least four meters from any external wall of the office. A lockable gate, sufficient for vehicle entry, shall be provided in the fence. The area within the fencing shall be well lit.

Throughout the construction period and for as long thereafter during the Defects Liability Period as the Engineer may require, the offices shall be maintained, repaired and serviced by the Contractor.

All buildings shall be insulated and weatherproof suitable for the climate. All windows shall be double glazed and have opening sashes. Entrances shall be provided with two sets of doors. Natural lighting and ventilation shall be provided to each room but adequate electric lighting shall be provided for working during periods of darkness. Every room shall be provided with at least three earthed electric power points with a total supply of 4 kilowatt per room.

Each room shall be provided with a split unit heating/cooling air conditioning unit suitable to maintain an internal temperature of 20 °C to 25 °C whatever the external temperature.

Ceiling heights shall be at least 2.6 meters.

Each building shall have an enclosed entrance lobby overlooked by one of the rooms.

Each kitchenette shall contain a sink, two base and two wall cupboards, a 150 litres refrigerator and a two-ring electric hotplate.

Wash-hand basins, showers and kitchenette sinks shall be provided with constant hot and cold water.

The layout, design, materials, workmanship, finishes, fittings and furnishings shall all be to the satisfaction on the Engineer.

The offices shall be properly cleaned by the Contractor daily for as long as they are required by the Engineer. Repairs to the buildings, contents and equipment, together with all services, shall be carried out by the Contractor immediately the need arises.

The Contractor shall make all arrangements for, and pay for, all necessary charges for installation and the continuous provision and maintenance of the following services to the offices:

- (a) Electricity for lighting and power,
- (b) Air-conditioning and heating,
- (c) Fresh potable water,
- (d) Hot water,
- (e) Disposal of sewage and waste water,
- (f) Disposal of solid waste,
- (g) International and local telephone and facsimile lines.

004.06. Temporary Offices

Pending completion of the Contract Office specified above, the Contractor shall provide temporary office accommodation at or near the site at a location to be approved by the Engineer for the use of the Engineer. This temporary office accommodation shall be provided within 21 days of the Commencement Date and before the Contractor commences the Permanent Works on site. The temporary office accommodation shall have at least 60% of the required floor area of the permanent office, shall be furnished and equipped to the Engineer's requirements to a level not exceeding that specified for the permanent office, shall have adequate washing and sanitary, and heating and cooling facilities and shall be maintained by the Contractor. Furnishings for the temporary office may be new furnishings and equipment which will subsequently form part of the furnishings of the permanent office.

004.07. Furniture for the Engineer's Offices

The Contractor shall supply furniture and equipment as required by the Engineer of good quality suitable for hard and prolonged use. The list given in the Appendix of these General Requirements is indicative of the requirements but the Engineer reserves the right to make minor alterations to the list when the Contractor's organizational arrangements and the detailed layout of the offices are known. The Contractor shall obtain the approval of the Engineer for all items before purchase.

In addition to furnishings the Contractor shall supply at least two licensed copies of any proprietary software which the Contractor utilises for the design, control, planning and operation of the works. The computer software shall be in the English language and shall be licensed for use by the Engineer. The Contractor shall supply a complete set of operating manuals, in English, for all software.

All furniture procured for the offices shall revert to the Contractor at the end of the Contract or at such time that the offices are no longer required by the Engineer.

004.08. Vehicles for the Engineer

The Contractor is not required to provide vehicles for the Engineer.

004.09. Communication Facilities for the Engineer

The Contractor shall provide separate, direct international and local telephone lines and broadband internet access at the laboratory and contract offices. The Contractor shall allow for the purchase of the equipment and for rental, servicing and subscription costs and fees. The charges for international calls will be borne by the Engineer. The communication facilities shall be available at the same time as the offices in which they are located. Temporary offices shall be provided with at least local telephone and internet access services.

The Contractor shall pay all charges in connection with the use of these phones which shall be for non-international calls only. At the end of the Contract, and when no longer required by the Engineer, all communications equipment will revert to the Contractor.

004.10. Miscellaneous Services for the Engineer

The Contractor shall provide the Engineer with safety helmets, safety shoes, rubber boots, reflective jackets and any other necessary protective clothing. Sufficient items shall be provided for the Engineer's staff and visitors.

The Contractor shall provide the Engineer with such assistance as he may require at all times including weekends as assistance to the Engineer in the control and supervision of the works. Such assistance shall include, but not be limited to, assistance with sampling, laboratory testing and surveying. The Contractor shall provide men equal to the tasks required and shall maintain continuity of employment wherever possible.

004.11. Housing for Engineer

The Contractor is not required to provide housing for the Engineer.

Question 4

Please confirm that the only reimbursable expenses to be budgeted are those laid down in Form FIN-3 Chapter 3 (International transportation and Office equipment including PMIS) and no other type of expense can be added by the tenderer under this chapter of FIN-3.

Answer

The only reimbursable expenses to be budgeted are those laid down in Form FIN-3 Chapter 3 (International transportation and Office equipment including PMIS). All other costs shall be included in the remuneration rate.

Question 5

According to 45(1) c of the Special Condition of Contract: "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." The Client is kindly asked to remove the minimum invoice value threshold provided under 2) in the above clause, since the Consultant may face long periods at the start and at the end of the assignment (during DNP) when due to the lower level of workload and personnel mobilised, the inputs which could be invoiced would not ensure meeting this threshold and Consultant's cashflow could get affected to an important extent.

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

With reference to Data Sheet of "Supervision of Construction Works of M3 Vulcanesti Bypass km 0+000 - km 8+580" assignment, We kindly request clarification/answers on the following items as per Clause 11.1 of Data Sheet:

Evaluation Criteria:

The following statement is included in the "Evaluation Criteria" section of the "Data Sheet"; "experience in similar assignments"

But issued on September 15, 2022 "CLARIFICATION DOCUMENT No.1 TO CONSULTANTS' QUESTIONS ON RFP" includes the following statement: " **similar assignments, the projects successfully. implemented under FIDIC Conditions of Contract, ...** "

Major road projects are carried out under contract terms that are not FIDIC Conditions of Contract but very similar to FIDIC Conditions of Contracts.

We kindly request that the projects successfully implemented Similar to FIDIC Conditions of Contract will also be accepted to ensure more participation and increase competition.

Answer

Considering the specifics of the tendered Contract, one reiterates our position that projects under similar FIDIC conditions will not be taken into consideration for the evaluation process.

Question 7

Would you be able to share any site investigation surveys or concept design reports for the bypass please?

Answer

The Construction Tender is currently being finalized. Drawing and other data will not be available until the Tender is Called.

Question 8

Please advise which PMIS the State Roads Administration is currently implementing (operating system)?

Answer

SRA do not have a specific PMIS system. The consultant is to establish a computer based PMIS data recording system which will be used to manage all Contract documentation and storage of records. The System will allow different levels of authorized access by the Consultant and SRA and shall be maintained / accessible until Discharge of the Construction Contract.