
**REPUBLIC OF MOLDOVA
ROAD SECTOR PROGRAM**

STATE ROAD ADMINISTRATION

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

**Supervision of Rehabilitation works of road R14, R6 -Codrul
Nou – Soroca – Unguri – Ukrainian border, km 92+620 – km
123+620 and road R8.1, R8 – Arionesti – R14, km 0+000 –
km 9+470 (client's reference RSP/CS/R14/R8.1/02-03/2023)
under the Contract RSP/W14/02-03**

Issued on November 16, 2022

Question 1

In the Terms of Reference of the subject project, under section 7. Profile of the Consultant, it is stated that a “Chartered Engineer” is required for the position of “Engineer” / Project Director. Please confirm that engineers that are registered in professional associations of their field (e.g., the Chamber of Civil Engineers), of a country where the title “Chartered Engineer” is not available or offered, will be accepted for the position of “Engineer” / Project Director.

Answer

We confirm that engineers registered in relevant professional associations of a country where the title “Chartered Engineer” does not exist, such as “Chamber of Civil Engineers” will be accepted for the position of “Engineer/Project Director”, subject to demonstrated understanding and experience (>15 years) in management of FIDIC based Contracts, as per ToR requirements.

Question 2

In the Instructions to Consultants (ITC) – ECEPP Version on page 16, under the point 27 point b. Fixed-Budget Selection (FBS)

27.2. In the case of FBS, those Proposals that exceed the budget indicated in Clause 15.1.3 of the Data Sheet shall be rejected.

27.3. The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

Having read, as instructed, Clause 15.1.3 from the Data Sheet there is no reference to the actual budget level. Can you please clarify the budget amount you are referring to (budget indicated in Clause 15.1.3)?

Answer

The Instructions to Consultants (ITC) – ECEPP Version is a document as issued by the Bank and shall not be modified by the Client. All the changes are made through the Data Sheet. In this context, referring to ITC 27. Combined Quality and Cost Selection, there are indicated 3 types of selection methods for Consultancy Services. The Client, while preparing the documents, selects the appropriate method for this particular procurement procedure. This procurement (CS/W14/02-03) is based on the Quality and Cost selection method (QCBS), not ‘fixed-budget’ nor ‘least-cost selection’. Thus, ITC 27.1 is applicable and as per the issued RFP, Data Sheet ITC 27.1, specifies the formula to calculate the financial scores and the weights given to the Technical and Financial Proposals.

The Employer’s estimated price for the assignment in subject is confidential.

Question 3

Please advise on the current status of the tendering procedure for the works contract RSP/W14/02-03 and also on the estimated signing date of this works contract.

Answer

The Tender documents for the Works Contract are currently under elaboration. At this stage it is hardly to predict an exact date of Contract's signature. However, one estimates the works contract to be signed by spring 2023.

Question 4

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 RSP/W14/02-03, 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

CHAPTER 004. ENGINEER'S FACILITIES

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, licences, 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 metre high security fence at least four metres 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 metres.

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 litre 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 5

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 rates.

Question 6

Evaluation Criteria a) "Consultant's relevant professional experience" specified that for evaluation purposes, 'similar locations' will be considered the Newly Independent states (NIS). Please accept that experience/assignments carried out by the prospective tenderers in South-East European (SEE) countries would also qualify as 'experience in similar locations'; this approach was considered acceptable to the Client in previous tender procedures

Answer

As per the footnote (1) under the 'Evaluation Criteria' Table (RFP, ITC Data Sheet), "for evaluation purposes, 'similar locations' will be considered the Newly Independent states (NIS) and South-East European Countries".

Question 7

ITC 30.2 states that "Estimated date for commencement of Services: Date: April 2023, unless otherwise agreed with the Client during Contract negotiations". In the RFP documents, it is mentioned "The Client expects to appoint the Consultant by March 2023. The estimated period for

the signing of the Consulting Services Contract may be changed subject to the successful award of the construction works contract".

Please indicate whether the Client agrees to reconsider the estimated date for commencement of the Services to April 2023 (instead of March 2023) in relation to the contracting status of the works.

Answer

ITC 30.2 of the Data Sheet and para. 6 of the Terms of Reference should be read in conjunction with PCC 11.1 of the Contract's Particular Conditions, where effectiveness conditions are stated and PCC 13.1.

The Consultancy Contract is expected to be signed by end of March 2023.

Question 8

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 refer to the answer to question no.4.

Question 9

Considering the complexity of the tender, and our desire to submit a complete offer, as advantageous as possible and which fully meets the quality standard imposed by the Contracting Authority, we respectfully request that the deadline for submission of offers be postponed by at least five working days.

Answer

One regrets to inform you that, currently, no extension will be granted by the Client under this procurement procedure. The Client considers that the 45 days initially given for elaboration and submission of complete offers is considered sufficient.

Question 10

Please confirm that the duration of the Defects Notification Period for the works contract RSP/W14/02-03 will be only 12 months, as per the provisions of the ToR (Chapters 1, 6.1 and Annex A).

Answer

One confirms that the Defects Notification Period is 12 months.