

REPUBLIC OF MOLDOVA

ROAD SECTOR PROGRAM



STATE ROAD ADMINISTRATION

ADDENDUM No.1

to the Tender Documents

RSP/W14/02-03: Rehabilitation of R14 Road: R6 – Codrul Nou – Soroca – Unguri – Ukraine border, section km 92+620 – km 123+620 (Lot 1), and R8.1 Road: R8 - Arionesti – R14, section km 0+00 – km 9+470 (Lot 2)

Issued on March 17th, 2023

General:

The following amended articles are applicable to the Tender Documents for the following Contracts:

RSP/W14/02-03: Rehabilitation of R14 Road: R6 – Codrul Nou – Soroca – Unguri – Ukraine border, section km 92+620 – km 123+620 (Lot 1), and R8.1 Road: R8 - Arionesti – R14, section km 0+00 – km 9+470 (Lot 2)

Article 1

The Item 00402, Tender Documentation, Bill of Quantities R8.1 and R14, BILL 000 deleted and substituted with the new Item 00402, Tender Documentation, Bill Of Quantities, BILL 000, as follows:

For R14 Road R6 – Codrul Nou – Soroca – Unguri – Ukraine Border, section km 92+620 – km 123+620 (Lot 1)

Item No.	Item description	Unit	Qty	Rate	Cost
00402	Maintain contract office	Month	30.00		

For R8.1 Road: R8 - Arionesti – R14, section km 0+00 – km 9+470 (Lot 2)

Item No.	Item description	Unit	Qty	Rate	Cost
00402	Maintain contract office	Month	24.00		

Updated version of the BoQ may be downloaded following the link below:

http://files.asd.md/Directia_investitii/Vol_5_BoQ.zip

Article 2

The item 30102 Bill 300 of Bill of Quantities of R14:

BUS STOPS / STAȚIILE DE AUTOBUZ			
Item	Item description	Unit of measures	Quantity
30102	Cast in plant of Cold recycling of the asphalt concrete pavement. According to SM SR EN 13043:2010, GA85, LA>30 (max 40%), mixed with milled material of 60% and stabilized with cement. Compaction h-180mm Reciclarea la rece a betonului asfaltic din îmbrăcăminte. Adăugarea în amestec a noilor agregate minim 30%, și stabilizarea cu ciment. Compactarea. h-180mm	Cubic metre	3 326,20

Has been replaced with:

BUS STOPS / STAȚIILE DE AUTOBUZ			
Item	Item description	Unit of measures	Quantity
30102	Cast in plant of Cold recycling of the asphalt concrete pavement. According to SM SR EN 13043:2010, GA85, LA>30 (max 40%), mixed with milled material of 60% and stabilized with cement. Compaction h-180mm Reciclarea la rece a betonului asfaltic din îmbrăcăminte. Adăugarea în amestec a noilor agregate minim 30%, și stabilizarea cu ciment. Compactarea. h-180mm	Square metre	3 326,20

Article 3

In Bill of Quantities of R14, Bill 200 has been added the new item:

Item No.	Item description	Unit of measure	Quantity
1	2	3	4
	THE EXECUTION OF THE EARTHWORKS EFECTUAREA LUCRĂRILOR DE TERASAMENT		
20103	Select fill to shoulders (shoulder fill). Material from spoil	Cubic Meter	18 662,00

In Technical Specifications of R14, has been added the payment item in the Sub-Chapter 201.18:

20103	Select fill to shoulders (shoulder fill). Material from spoil	Cubic Meter
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Article 4

Tender Documents – Section II: Data Sheet (DS), ITP 1.1, **the following text has been deleted:**

“The title of the Tender process is: Rehabilitation of R14, R6 – Codrul Nou – Soroca – Unguri – border with Ukraine Road and R14, R6 – Codrul Nou – Soroca – Unguri – border with Ukraine Road

The identification number of the Tender process is: RSP/W14/02-03

The number of contracts (lots) and titles of contracts, for which the Tender Documents are issued:
Lot 1: RSP/W14/02: Rehabilitation of R14, R6 – Codrul Nou – Soroca – Unguri – border with Ukraine Road, km 92+620 – km 123+620

Lot 2: RSP/W14/03: Rehabilitation of R14, R6 – Codrul Nou – Soroca – Unguri – border with Ukraine Road, km 92+620 – km 123+620”

And replaced with the following:

“The title of the Tender process is: Rehabilitation of R14, R6 – Codrul Nou – Soroca – Unguri – border with Ukraine Road and R8.1 Road: R8 - Arionesti – R14

The identification number of the Tender process is: RSP/W14/02-03

The number of contracts (lots) and titles of contracts, for which the Tender Documents are issued:
Lot 1: RSP/W14/02: Rehabilitation of R14, R6 – Codrul Nou – Soroca – Unguri – border with Ukraine Road, km 92+620 – km 123+620

Lot 2: RSP/W14/03: R8.1 Road: R8 - Arionesti – R14, section km 0+00 – km 9+470”.

Article 5

Tender Documents – Section VI: Requirements, 1. Scope of Works, the title of tender procedure **shall be deleted:**

“RSP/W14/02-03: Rehabilitation of R14, R6 – Codrul Nou – Soroca – Unguri – border with Ukraine Road, km 92+620 – km 123+620 (Lot 1) and Rehabilitation of R14, R6 – Codrul Nou – Soroca – Unguri – border with Ukraine Road, km 92+620 – km 123+620 (Lot 2).”

And replaced with the following:

“RSP/W14/02-03: Rehabilitation of R14, R6 – Codrul Nou – Soroca – Unguri – border with Ukraine Road, km 92+620 – km 123+620 (Lot 1) and Rehabilitation of R8.1 Road: R8 - Arionesti – R14, section km 0+00 – km 9+470 (Lot 2).”

Article 6

In Bill 100 of Bill of Quantities of R14 has been added the new payment item as follows:

Item No.	Item description	Unit of measure	Quantity	Unit price, €	Total cost, €
1	2	3	4	5	6
SITE PREPARATION / PREGĂTIREA ȘANTIERULUI DE LUCRU					
10100	Provisional sum for Road Safety findings and additional drawings. Sumă provizorie pentru îmbunătățirea siguranței rutiere și desene suplimentare	Provisional Summ	1	1 000 000,00	1 000 000,00

In Bill 100 of Bill of Quantities of R8.1 has been added the new payment item as follow:

Item No.	Item description	Unit of measure	Quantity	Unit price, €	Total cost, €
1	2	3	4	5	6
SITE PREPARATION / PREGĂTIREA ȘANTIERULUI DE LUCRU					
10100	Provisional sum for Road Safety findings and additional drawings. Sumă provizorie pentru îmbunătățirea siguranței rutiere și desene suplimentare	Provisional Summ	1	400 000	400 000

Article 7

Include the following Section under Contract Data – Part A, Sub-Clause 8.2 [Time for Completion].

Time For Completion	8.2	Lot 1: Rehabilitation of R14, R6 – Codrul Nou – Soroca – Ungheni – border with Ukraine Road, km 92+620 – km 123+620 - 915 days from Commencement Date; and Lot 2: Rehabilitation of R8.1 Road: R8 – Arionesti – R14, section km 0+000 – km 9+470 - 730 days from Commencement Date. Contract Milestones as included in PCC Part B sub-clause 8.2 shall be applicable.
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Article 8

Contract Data – Part A, Sub-Clause 8.7 & 14.15(b) [Delay damages for the works] and Part A, Sub-clause 8.7 Maximum amount of Delay Damages the text shall be deleted and replaced with the following wording:

“

Delay damages for the Works	8.7 & 14.15(b)	Milestone 1: 0.05% (zero point zero five percent) of the Contract Price applied per day until Milestone 1 is achieved. Milestone 2: 0.1% (zero point one percent) of the Contract Price per day until Milestone 2 is achieved. Maximum amount of Delay Damages shall not exceed 10% (ten percent) of the Contract Price.
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Article 9

Contract Data – Part A, in Sub-Clause 13.8 [Adjustments for Changes in Cost], the Schedule of Price Adjustment Data and the text following immediately thereafter shall be deleted and replaced in its entirety with the following:

Schedule of Price Adjustment Data

Table Adjustment for Changes in Cost (Name of Currency: EURO)

Index Code	Index Description	Source of Index	Base Value and Date (Note 1)	Tenderer's Currency in Type/Amount	Equivalent in Foreign Currency	Tenderer's Proposed Weighting
	A: Nonadjustable	—	—	—		A: 0.25
	B: Labour					B: 0.1 – 0.2
	B1: Local Labor					B1:
	B2: Foreign Labor					B2:
	C: Construction materials					C: 0.25 – 0.55
	C1: Bitumen					C1:
	C2: Aggregates					C2:
	C3: Cement					C3:
	C4: Steel					C4:
	D: Oil related products (Fuel)					D: 0.1 – 0.2
	D1: Diesel					
				Total		1.00

Note 1: state the latest value available, and the related month, if the value is not available in the last month before close and submission of tenders (period after base date 28 days before close of tender).

The Source of each Index shall be relevant to the intended source of supply of the product / Commodity. The Employer reserves the right to refuse non-compliant indices and to instruct substitution with an Index relevant to the source of supply. Where no such index is available the change in cost may be calculated using the actual cost of the item / commodity at the time of tender preparation as compared to the current cost of the item / commodity for the month / period under evaluation.

The Contractor shall submit on a monthly basis supporting evidence in the form of Invoices and payment receipts that show the cost of each Index Item / Commodity (Index B1, B2, C1, C2, C3, C4 and D1).

Whereas “A” is a fixed value of 0.25, values B, C, D the Participant must enter his chosen value, between the ranges as given in the table. Note that $A + B + C + D = 1.00$. If the values do not add up, then the mean of all values will apply.

Price Adjustment shall not become applicable until the 18th month from the date of the Notice to Commence Work that is issued by the Engineer. Where the Notice to Commence is issued within a calendar month, the 18-month period shall commence from the first day of the following month.

Price adjustment shall apply for work executed in a month, measured up to the end of a month, and included in the Sub-Clause 14.3 of GCC [Application for Interim Payment Certificate] submitted by the Contractor after the end of each month.

Should the Contractor achieve 40% progress prior to the 18th Calendar month as calculated from the value of the work Certified by the Engineer in the monthly IPC statement and compared to the total accepted contract value of the work - excluding Bill 100 [General Items], the Dayworks Bill and any Contingency sum included in the Contract Price, Price Adjustment application may commence in the following month after this 40% value is reached.

Price Adjustment is not applicable to any Items in Bill 000 [General Items] and Bill 100 [Preparatory Work] of the Contract Bill of Quantity.

Article 10

Contract Data – Part A, in Sub-Clause 20.2 [The DB shall be comprised of], the text “John Papworth” shall be deleted.

Article 11

Particular Conditions of Contract (PCC) – Part B, Sub-Clause GCC 4.2 [Performance Security] the following text shall be deleted:

“In cases where the issuing bank is a bank from within the Republic of Moldova, the bank shall have one of the first 3 highest values of indexes used for elaboration of the banking efficiency rating, provided by any of the local authorized rating agencies, Expert-Grup SRL or Agentia de rating și estimare Estimator-VM SRL, and should not be under direct supervision or administration regime by the National Bank of Moldova.”

And replaced with the following text:

“In case the issuing bank is a bank from the Employer’s country, the bank shall not be under direct supervision or administration regime by the National Bank of Moldova.”

Article 12

Particular Conditions of Contract (PCC) – Part B, Sub-Clause GCC 8.2 [Time for Completion] shall be deleted entirely and replaced with the following:

“

GCC 8.2	<p>Time for Completion</p> <p><i>Add the following as a new Paragraph after sentence in GCC “(b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking-Over of the Works]:</i></p> <p>Contract Milestones</p> <p>The following Contract milestones shall be applicable:</p> <p><u>Milestone 1:</u> Reaching 40% progress of the work on, or prior to the expiry of 500 days measured from Commencement Date of the Contract. Progress shall be calculated from the value of work Certified by the Engineer in the monthly IPC statement as compared to the total contract value (the calculation shall exclude the Bill of Quantity - General Items, the Dayworks Bill of Quantity and any Provisional sum for contingencies),</p> <p><u>Milestone 2:</u> The Contractor shall complete the whole of the Works within the Time for Completion for the Works, including:</p> <ul style="list-style-type: none"> a) Achieving and passing of the Tests on Completion, and b) Completing all work which is stated in the Contract as being required for the Works to be considered to be completed for the purpose of taking-over under sub-Clause 10.1 [Taking Over of the Works and Sections].
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Article 13

Particular Conditions of Contract (PCC) – Part B, Sub-Clause GCC 13.8 [Adjustment for Changes in Cost], delete the first paragraph and replace with the following paragraphs:

In this Sub-Clause, “table of adjustment data” means the completed table of adjustment data for currencies included in the Tender and Contract’s Schedules. If there is no such table of adjustment data provided in the Contract Data, or GCC Clause 13.8 is stated as being Not Applicable in Contract Data Part A, or if Participant did not complete the table of adjustment data in Contract Data Part A, then this Sub-Clause shall not apply and there shall be no adjustment for changes in Cost applied during the course of the Contract or for any period in the extension of time to the Time for Completion of the Contract.

Where the Contract allows for the application of Adjustment for Changes in Cost, such application shall only commence in the 18th Calendar month of the project, calculated from the first day of the month following the month in which the Commence Date is established in accordance with Sub Clause 8.1 of GCC.

However, should the Contractor achieve 40% progress prior to the 18th calendar month as calculated from the value of the work Certified by the Engineer in the monthly IPC statement and compared to the total accepted contract value of the work excluding Bill 100 [General Items] and

the Day works Bill and any Contingency sum included in the Contract Price, the application of Price Adjustment may commence in the following month after the 40% value is obtained.

The further condition for the application of the Adjustment is that the Contractor has at the end of the above-mentioned 18th month, achieved the progress of work measured by financial earned value relative to the cash flow, that is equal to or greater than that planned in the Contractor's GCC Sub-Clause 8.3 Programme, which shall have been submitted in detail, inclusive of the cash flow, within 28 days after receiving the notice under Sub Clause 8.1 of GCC.

If the Contractor has not achieved the planned earned value progress anticipated for the 18th month, by the actual 18th month, the application of Adjustment for Changes in Cost will be postponed until the such planned earned value, anticipated to be achieved by the 18th month as referred to above, by reference to the initial cashflow, shall have been achieved by the Contractor.

The calculation of actual earned value shall be based upon the Engineer's Interim Payment Certificate (IPC) in which work completed is measured by the end of every month as per sub clause 14.3 of GCC, such actual earned value calculation being made in the same manner as the cash flow earned value is calculated, as consented by the Engineer in the Sub Clause 8.3 Programme.

And: Add the following text after the last paragraph of Sub Clause 13.8

When Adjustment for Changes in Cost is applicable the Contractor shall submit together with his monthly calculations for any cost increase copies of invoices for purchases of goods and materials such as fuel, bitumen, aggregates, steel and cement as well as evidence showing wages paid on a monthly basis in the period under calculation.

The Employer may request an adjustment to the index-based price increase, to more equitably reflect the price increase shown though actual invoices and in line with the purpose of Sub Clause 13.8 which is to compensate the Contractor for fluctuations in market prices and not as a means of added profit.

Price Adjustment shall not be applicable to items in Bill 000 [General Items] and Bill 100 [Preparatory Work] of the Contract Bill of Quantity.

Article 14

Particular Conditions of Contract (PCC) – Part B, Sub-Clause GCC 14.2 [Advance Payment] the following text shall be deleted:

“In case the issuing bank is a bank from the Employer's country, the bank shall have one of the first 3 highest values of indexes used for elaboration of the banking efficiency rating, provided by any of the local authorized rating agencies, Expert-Grup SRL or Agentia de rating și estimare Estimator-VM SRL, and should not be under direct supervision or administration regime of the National Bank of Moldova.”

And replaced with the following text:

“In case the issuing bank is a bank from the Employer's country, the bank shall not be under direct supervision or administration regime by the National Bank of Moldova.”

Article 15

Particular Conditions of Contract (PCC) – Part B, Sub-Clause GCC 14.7 [Payment] the following text shall be deleted:

“The bank issuing the Retention Money guarantee shall have minimum rating “BBB- “according to Standard & Poor's and Fitch Ratings or “Baa3” according to Moody's Investors Service. The

Contractor shall provide for Employer's prior review and approval the draft of retention money guarantee.

In case the issuing bank is a bank from the Employer's country, the bank shall have one of the first 3 highest values of indexes used for elaboration of the banking efficiency rating, provided by any of the local authorized rating agencies, Expert-Grup SRL or Agentia de rating și estimare Estimator-VM SRL, and should not be under direct supervision or administration regime of the National Bank of Moldova.

If during the implementation of the contract the bank issuing the Retention Money guarantee is losing its rating, the Contractor shall promptly notify the Employer and renew, at its own cost, the Retention Money guarantee with another bank that meets the rating stated above.”

Article 19

Particular Conditions of Contract (PCC) – Part B, shall be complemented with addition Sub-Clause GCC 14.9 [Payment of Retention Money], as follows:

“

GCC 14.9 Payment of Retention Money

At the end of the GC Sub-Clause 14.9, the following paragraphs shall be added:

When the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to these Particular Conditions or in another form approved by the Employer and provided by an entity approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release under the second paragraph of this Sub-Clause. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

If the Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under it when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security.

The bank issuing the Retention Money guarantee shall have minimum rating “BBB-“ according to Standard & Poor's and Fitch Ratings or “Baa3” according to Moody's Investors Service. The Contractor shall provide for Employer's prior review and approval the draft of retention money guarantee.

In case the issuing bank is a bank from the Employer's country, the bank shall not be under direct supervision or administration regime by the National Bank of Moldova.

If during the implementation of the contract the bank issuing the Retention Money guarantee is losing its rating, the Contractor shall promptly notify the Employer and renew, at its own cost, the Retention Money guarantee with another bank that meets the rating stated above.

Retention money shall not be subject to Adjustment for Changes in Cost as per Sub-Clause 13.8 of PCC and GCC.

”

Article 17

In Particular Conditions of Contract (PCC) – Part B, the Sub-Clause 20.1 [Contractor's Claims], the entire text shall be deleted and replaced with the following:

“

GCC 20.1 Contractor's Claims

Delete all text in this section and replace with the following text:

If the Contractor considers himself to be entitled to any extension of the Time for Completion and / or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.

Within 42 days from the date that the Contractor has issued a Notice of Claim informing of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, (which period shall not exceed an additional 14 days) the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or any additional payment that is claimed. If the Contractor fails to submit a fully detailed claim within the agreed period the

claim shall be deemed to have lapsed and the Employer shall be discharged from any liability in connection of the event or circumstance giving rise to the claim. If the event or circumstance giving rise to the claim has a continuing effect:

- (a) this fully detailed claim shall be considered interim:
- (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and if by 30 days after the first submission, no further interim claim is received by the Engineer, therefore the effect of the claim shall be deemed to have ended on the first submission, and the Employer shall be discharged from any further liability in connection of the event or circumstance giving rise to the claim; and
- (c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer, but not later than 14 days, and if by maximum 42 days after the last, no further interim claim is received by the Engineer, therefore the effect of the claim shall be deemed to have ended on the previous submission, and the Employer shall be discharged from any further liability in connection of the event or circumstance giving rise to the claim.

Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer, the Engineer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

Within the defined period the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

If the Engineer does not respond within the timeframe as defined in this Clause, the claim may be considered as being rejected by the Engineer and any of the Parties may refer it to the Dispute Board in accordance with Sub-Clause 20.4 [Obtaining Dispute Board's Decision].

If a Claim is not referred to the Dispute Board by either party within a period of 42 days from the date that the claim was either Determined by the Engineer, or was due to be Determined by the Engineer (and was not), and is therefore considered to be rejected, such determination or rejection shall be deemed to have been accepted by the Parties and shall be deemed as being final and binding on them.

“

Article 18

Section IV: Eligibility and Qualification Criteria, Table 3. Experience - 3.3 Specific Experience, the text of the set criteria shall be amended to be read as follows:

iii) Culvert Construction (pipe & Box) in one calendar year in the past 3 years at a rate of not less than: Lot 1: 40 units or 400 Linear meters;

and for Lot 2: 20 units or 200 Linear meters;

Lot 1 & Lot 2: 60 units or 600 Linear meters.

Article 19

Tender Documentation, Bill of Quantities R14 Road R6 – Codrul Nou – Soroca – Unguri – Ukraine Border, section km 92+620 – km 123+620 (Lot 1), BILL 1000 Dayworks, items 1002.9 Steel roller/Compactor cu cilindri and 1002.10 Dumper/Autobasculant, the formulae for calculation of the Total Cost have been revised.

Item No.	Item description	Unit	Qty	Rate	Cost
1002.9	Steel roller/Compactor cu cilindri	hour	762,89	X	763,89*X
1002.10	Dumper/Autobasculant	hour	762,89	Y	762,89*Y

Article 20

The Technical Specifications are deleted in its entirety and replaced with an updated version. The updated Technical Specifications may be downloaded following the link below:

http://files.asd.md/Directia_investitii/Technical_Specification.zip