

REPUBLIC OF MOLDOVA
ROAD SECTOR PROGRAM



STATE ROAD ADMINISTRATION

ADDENDUM No.2

to the Tender Documents

**RSP/W14/01: Construction of Road M3 Chisinau – Comrat –
Giurgiulesti – Romanian border, sector Vulcanesti bypass (km 0+000
– km 8+580)**

Issued on March 03, 2023

General:

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

RSP/W14/01: Construction of Road M3 Chisinau – Comrat – Giurgiulesti – Romanian border, sector Vulcanesti bypass (km 0+000 – km 8+580)

Article 1

Contract Data – Part A, Sub-Clause 1.1.3.3 [Time for Completion], the text shall be deleted and replaced with the following wording:

“

Milestone 1: 500 days from the date of Commencement Date

Milestone 2: 915 days from the Commencement Date

”

Article 2

Contract Data – Part A, Sub-Clause 8.2 [Time for Completion], the text shall be deleted and replaced with the following wording:

“

Milestone 1: 0.05% of the Contract Price per day until Milestone is achieved.

Milestone 2: 0.1% of the Contract Price per day.

”

Article 3

Contract Data – Part A, Sub-Clause 8.7 [Maximum amount of delay damages], the text shall be deleted and replaced with the following wording:

“Will not exceed 10% (ten percent) of the final Contract Price.”

Article 4

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 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.

However, should the Contractor achieve 40% progress prior to the 18th Calendar month (calculated from the work Certified by the Engineer in the monthly IPC statement and compared to the total contract value - excluding the Bill of General Items, the Dayworks Bill and any contingency sum), Price Adjustment application may commence in the following month after this 40% value is reached.

Price Adjustment will not be applicable to any Items in Bill 000 and Bill 100 [Preparatory Work] of the contract Bill of Quantity.

”

Article 5

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

Article 6

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 7

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	Time for Completion
	<p data-bbox="523 427 1452 568"><i>Add the following as a new Paragraph after (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 data-bbox="523 611 804 640">Contract Milestones</p> <p data-bbox="523 683 1270 712">The following Contract milestones shall be applicable:</p> <p data-bbox="523 754 1452 1039"><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 data-bbox="523 1081 1452 1151"><u>Milestone 2:</u> The Contractor shall complete the whole of the Works within the Time for Completion for the Works, including:</p> <ul data-bbox="571 1189 1452 1375" style="list-style-type: none">a) Achieving and passing of the Tests on Completion, andb) 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].

“

Article 8

In Particular Conditions of Contract (PCC) – Part B, Sub-Clause GCC 13.8 [Adjustment for Changes in Cost] the following text shall be deleted:

“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.”

And replaced with the following text:

“Where the Contract allows for the application of Adjustment for Changes in Cost, such application shall 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 (calculated from the work Certified by the Engineer in the monthly IPC statement

and compared to the total contract value - excluding the Bill of General Items, the Dayworks Bill and any contingency sum), Price Adjustment application may commence in the following month after this 40% value is reached.”

Article 9

In Particular Conditions of Contract (PCC) – Part B, Sub-Clause GCC 13.8 [Adjustment for Changes in Cost] at the end of the text, the following text shall be added:

“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 10

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 11

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 12

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.

”

Article 13

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

“

GCC 14.9 Payment of Retention Money

Add the following text after the last paragraph

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

“

Article 14

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 the following Paragraph including points (a), (b) and (c):

Within 42 days after the Contractor became aware (or should have become aware) 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, 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 additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- (a)...this fully detailed claim shall be considered as 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
- (c)...the Contractor shall send a final claim within 28 days after the end of effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

And replace with the following text and points (a), (b) and (c):

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 notice of 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.

After the following paragraph:

Within the above defined period of 42 days, 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.

Add the following paragraph:

If either Party does not refer the above referred Determination to the Dispute Board within 42 calendar days calculated from the date that the claim was Determined by the Engineer, such Determination shall be deemed to have been accepted by both Parties and the Engineer's Determination shall become both final and binding on the parties.

After the following text:

If the Engineer does not respond within the timeframe defined in this Clause, either Party may consider that the claim is 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].

Add the following:

If either Party does not refer the above referred rejected claim to the Dispute Board by 42 days after the date that the claim was due to be Determined within the timeframe defined in this Clause, such rejection shall be deemed to have been accepted by both Parties and shall be final and binding on them.

“

Article 15

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/2023.02.14_Technical_Specification_M3oc.Vulcanesti_Ver_Clean.zip