Republic of Moldova Ministry of Transport and Road Infrastructure

ROAD SECTOR PROGRAM

STATE ROAD ADMINISTRATION

Minutes of Pre-Proposal Conference

Construction Supervision of the Civil Works under two packages for R1&M3 Roads

Construction Supervision of the Civil Works Contracts for Rehabilitation of R1 Road

 Package 1: Construction Supervision of the Civil Works Contracts RSPSP/W4/01, RSPSP/W4/02 and RSPSP/W4/03

Construction Supervision of the Civil Works Contracts for Rehabilitation of M3 Road

 Package 2: Construction Supervision of the Civil Works Contract RSPSP/W4/04

Issued on 19 April 2013



Location:	State Road Administration (SRA)
	Bucuriei 12A str., MD – 2004/4th floor,
	Chișinău, Republic of Moldova
Time:	10:30 AM (local time)
Date:	March 22, 2013

Attendance:

Client's representatives

Mr. Gheorghe Curmei, Deputy Chief-Manager of SRA Mr. Serghei Polisciuc, Head of Investment Department, SRA Mr. Ion Ciubotaru, Chief of Procurement Service, SRA Mr. Lionel Etherington, International Engineering and Management Consultant, Roughton International Ltd.

Consultant's representative:

- IRD Engineering Srl; Mrs. Giulia D'Agostini
- Egis International *in association with* Egis Romania SA; Mr. Marc Truchon
- SC Search Corporation Srl *in association with* DIWI Germany GmbH; Mr. Vasile Ioan
- Louis Berger SAS; Mr. Remus Ambrus Mrs. Erlinda Mustafaraj

Opening:

<u>Mr. Gheorghe Curmei</u> welcomed all the participants and introduced the SRA' representatives attending the conference. Further he mentioned to the participants that the event was held in accordance with para 1.4, Section I - Instructions to Consultants, Request for Proposals (RFP) aimed at providing the first – hand information of the assignment and the local conditions.

<u>Mr. Serghei Polisciuc</u> made a presentation on the scope, objectives and expected deliverables for the implementation of these consultancy services. He also made a brief overview on the funding sources of the project, governing national law on quality in construction, costs to be borne by the Consultant, design and redesign and main estimated quantities for the works contracts to be supervised.

Questions and Answers:

<u>Mr. Gheorghe Curmei</u> requested Consultant's representative to address their questions. Participants raised their questions and some of them were further discussed and answered in general lines. Mr. Gheorghe Curmei specified that all questions will be formally answered through the Minutes of the Pre-Proposal Conference and Clarifications that are to be sent to all invited Consultants together with the requested Pre-Proposal Conference Presentation made by Mr. Serghei Polisciuc.

Closing:

At the end, Mr. Gheorghe Curmei thanked Consultant's representative for their participation and wished them success in the selection process.

Annexes:

Annex A - Clarification No.1 to Consultant's questions on RFPs;

- Annex B List of Participants at Pre-Proposal Conference;
- Annex C Pre-Proposal Conference Presentation.

Republic of Moldova Ministry of Transport and Road Infrastructure

ROAD SECTOR PROGRAM

STATE ROAD ADMINISTRATION

Annex A

CLARIFICATION No.1 TO CONSULTANTS' QUESTIONS ON RFPs

CS/QCBS/01/2013 & # CS/QCBS/02/2013

Construction Supervision of the Civil Works under two packages for R1&M3 Roads

Construction Supervision of the Civil Works Contracts for Rehabilitation of R1 Road

 Package 1: Construction Supervision of the Civil Works Contracts RSPSP/W4/01, RSPSP/W4/02 and RSPSP/W4/03

Construction Supervision of the Civil Works Contracts for Rehabilitation of M3 Road

 Package 2: Construction Supervision of the Civil Works Contract RSPSP/W4/04

Issued on 19 April 2013



1. Question

Financial Proposal – Standard Form 4B, Summary of Costs, could you explain what specific taxes are included in the item "Local Taxes"?

Answer:

Please refer to para. 3.7, Instructions to Consultant of RFP. In addition, please note that most services performed under and activities undertaken in furtherance of the Contract, including in connection with the execution of the Works, are exempt from taxes, duties, levies, contributions or other charges imposed under Laws currently or hereafter in effect in the Employer's Country (separately "tax" and collectively "taxes") during Contract.The tax exemption mechanism is provided in the Decision no. 246 of the Government of Moldova from April 8th, 2010 "on the mechanism for application of the zero rate VAT on supplies of goods, services in the country and application of fiscal and customs facilities for the ongoing technical and investment assistance projects covered by international treaties to which Moldova is party".

2. Question

The Technical Specifications, General Conditions + Contract Data related to Works Contract are very important for the Engineer's methodology related to the Quality and contractual issues. The official web site does not contain this document. How can be made available for the Consultant?

Answer:

The Tender Documents were made available on SRA's website <u>www.asd.md</u> on April 4th, 2013.

3. Question

The Contractor must provide a fully equipped Laboratory. Based on the previous Contracts experience the Engineer witnessed all the test results, instead of having either our own (Engineer's) laboratory to carry on key tests, especially at the time of completion in regards with the asphalt mixes or the Engineer shall be able to involve the Employer's Central Laboratory (or other independent lab) for counter check in case of disputes with the Contractor. In this respect a provision shall be incorporated into the Contractor's Special Conditions / Contract data for an additional lab for the Engineer or a lump sum allowing independent check.

Answer:

In accordance with paragraphs 004.003&005, Volume II – Requirements - Specifications of Tender Documents, the Contractor shall provide within the site laboratory an office for use by the Engineer and the Laboratory shall be for the joint use of the Contractor and the Engineer. In addition, SRA performs cross-check tests in its own laboratory and all results are made available to the Engineer.

4. Question

The Contractor shall prepare a Program of Works +cash flow in the Tender? If not, this has to be requested by the Employer in order to monitor the actual Progress of the Works of the Contract. Any delay from the Original / Tender Program shall be immediately recorded by the Engineer and we recommend a mechanism (stronger than the one indicated in GCC 8.6) to be set in place to punish the Contractor for delays of key operations / milestones on a monthly bases. This can also be applied for the cash flow delays in order to for the Contractor to keep a rhythmical Progress of Works and have an adequate price adjustment.

Answer:

Price adjustment is not applicable. All the delays in previous contracts are directly linked to slow mobilization due to lack of resources dedicated to Contract in order to satisfy the requirements of Works Programme. During post-qualification stage, the lowest evaluated Tenderer will be required



to demonstrate in detail the availability of all required resources and potential.

5. Question

Issuance of the Commencement Date: The Contract Conditions request fulfillment of 4 criteria but without actually specifying the maximum periodof time that a Contractor has at his dispositions between the moment (date) of receipt of the Letter of Acceptance and the issuance of the Commencement date by the Engineer.

Taking into account that one criteria entitles the Contractor to request the Advance Payment, this is usually split in 2 installments: installment 1 for which the Contractor must submit an adequate Advance Payment Bank Guarantee and installment no 2 which can be paid only after the mobilization of the main Contractor's equipment and plants (inclusive asphalt mixing plant). Previous experience of the Contracts from 2009 to date show that most of the Contractors had extremely slow mobilization (clause 8.1.d) which was leading to long period of non activity affecting the overall Contractor's Progress.

Our recommendation is to set a maximum period of time necessary for the mobilization or to cancel the provision of the GCC Clause 8.1.d, allowing the Engineer to issue the Notice to Commence within a reasonable period of time (for example 28 days after Works Contract signature, which for example was 18 Feb2011 and the Commencement Date = 12 May 2011 (**3** months later).

Answer:

Refer to the answer to question No.4 and Clause 8.1 of Tender Documents, Part 3 - Section VIII: Particular Conditions of Contract.

6. Question

Price Adjustment for the Contractor is included in the amount made available for contingencies (as per ToR 3.1.4). Is there any indication in the Works Contract documents in this regard, if there is a price adjustment component at all?

Answer:

The price quoted by the Tenderer shall be fixed during the performance of the contract. Please refer to para. 14.2&14.5, Part – 1, Section II: Tender Data Sheet of the Tender Documents.

7. Question

As per Service Contract GCC 6.1 - Cost Estimates / Ceiling Amounts, payment under this Contract shall not exceed the ceiling in foreign currency and the Engineer shall notify the Client as soon as cumulative charges incurred have reached 80% of their ceilings. As per 6.1(b) SC, the ceiling in foreign currency (Euro) is indicated to be the total amount of the prospective contract amount. Does this mean that the ceiling amount which confines the Engineer is simply the total contract amount?

Answer:

No. Each amount of price component, detailed remuneration for every particular staff and each reimbursable and miscellaneous item shall be considered a ceiling.

8. Question

Under the standard proposal-standard forms there are indicated 2 chapters, apart from remuneration, explicitly named as 4E-Reimbursables (6 items) and 4 F (2 items) – Miscellaneous expenses for which it is given Appendix G (13 items) of the GCC, where it is indicated a broader range of itemized reimbursable expenditures.

When it comes for preparation of the Engineers Certificates:



- 1. Is the Engineer entitled to ask for reimbursement for any item 1-13 of Appendix G via items (1-8) under tables 4E and 4F?
- 2. It is nowhere indicated whether each item of reimbursables shall be considered as Estimated Cost or Fixed Unit Price.

This shall indicate whether the Engineer may ask for reimbursement.

- a) the actual cost incurred against invoices/vouchers or any other document as agreed with the Employer and not based in the unit price indication/limitation (for estimated Cost case),
- b) fixed a amount despite the real cost incurred for the fixed rate items.

Answer:

8.1. No. The items 1-13 of Appendix G are part of standard form of contract. The financial proposal which will constitute the Appendix G shall be prepared in accordance with the RFP and Forms 4E and 4F. Therefore, the following items shall form the Appendix G:

- 1. International transportation (for mobilization and demobilization and annual leave)
- 2. Miscellaneous travel expenses
- 3. Per diem allowances
- 4. Office equipment
- 5. Local transportation costs
- 6. Communication costs
- 7. Office supplies

8.2. Each item of the form 4E Reimbursables, except for Item 4 Office Equipment, shall be considered as estimated cost. The actual costs incurred shall be reimbursed against supporting documents but not exceeding the ceiling of reimbursable item.

9. Question

Reference made to the ToR / 3.1.7 Defect Liability Period the Engineer shall have completed Asbuilt Drawings within the 1-st month of the Defect Liability Period, meanwhile generally in the Technical Specifications it is indicated that the Contractor shall submit the As Built Drawings not later than the Defect Liabilities Period ends. Which one prevails?

Answer:

The paragraph 3.1.7 (b) Defect Liability Period of the ToR includes the following provision: "During this period outstanding construction matters will be finalised to the extent possible, and the As-Built Drawings completed". The wording "this period" in this paragraph refers to the Defect Liability Period indicating that the As-Built Drawings shall be completed during the DLP and without specifying that the Engineer shall complete As-built Drawings.

10. Question

Reference made to ToR 3.1.8 Final Completion of Works, the issuance of the Performance Certificate shall be made immediately prior the expiration of the DLP, meanwhile under the current GCC/clause 11.9 such event shall take place 28 days after the last day of the DLP period. Which one prevails?

Answer:

Please refer to Amendment No.1 to the RFPs Nos. CS/QCBS/01/2013 & CS/QCBS/02/2013.

11. Question

Reference made to ToR / 3.1.8 Final Statement, the Engineer shall prepare in coordination with the Contractor the Final Payment Certificate within 56 days of the issue of the Performance Certificate, meanwhile in the current GCC 14.11 the Engineer shall receive the final statement from the Contractor within 56 days after the issuance of the Performance Certificate and within 28



successive days the Engineer shall check/correct and further issue the Final Payment Certificate. Which version prevails?

Answer:

Please refer to Amendment No.1 to the RFPs Nos. CS/QCBS/01/2013 & CS/QCBS/02/2013.

12. Question

Is it required to include CVs of the Short Term Experts in Technical Proposal?

Answer:

No. Pursuant to para. 3.4 (v), Section 2, ITC of the RFP, the Technical Proposal shall provide CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal.

13. Question

In Section 2, Information to Consultants, point 5.3, the number of points to be given under each evaluation sub-criteria for qualifications of staff are (iii) Experience in region & language: 10 points. Please clarify if the experience obtained by the experts in Romania can be considered experience in region.

Answer:

Yes. Experience acquired in Romania will be considered as experience in the region.

14.Question

In Section 5, Terms of Reference, page 15, point 7. Services to be provided to the Consultant, it is mentioned that an indicative description of the offices and furniture to be provided by the Contractors is presented in Annex 2 which is not attached to the documentation. Please provide the Annex 2.

Answer:

Please refer to Amendment No.1 to the RFPs Nos. CS/QCBS/01/2013 & CS/QCBS/02/2013.

15. Question

Please clarify if the preconstruction activities described in Section 5, Terms of Reference – Annex B, page 17, are included in the 24 months of Construction Period Activities (as per the chapter 5 - Duration, Terms of References (page 13).

Answer:

The activities described in Section 5, Terms of Reference – Annex B, page 17 are included in the 24 months of Construction Period Activities, except for para 1 (a).



Annex B List of Participants at Pre-Proposal Conference

S.E. "State Road Administration" Road Sector Program

Construction Supervision of the civil works under two packages: R1 Chisinau-Ungheni-Sculeni Road M3 Chisinau-Giurgiulesti Road

Pre-Proposal Meeting March 22, 2013, 10:30 a.m. (local time)

List of Participants

No.	Name	Company	Signature
1	GIULIA D'AGOSTINI	IRD ENGINEERING	Giulio Mat-
2	TRUCHON MARC	EGIS	A.
3	MASILE IDAN	SEARCH CORPORATIO	the
4	Eulinde Hustoporon	Louis Beyer SAS Louis Beyer SHS	That
5	Rening Amshig	Louis Beyn Stas	Ship
6		U	
7			
8			
9	Alter and a second		
10			
11			Contraction of the second
12			
13			
14			
15			
16			
17			
18			
19			
20			



Annex C Pre-Proposal Conference Presentation





OBJECTIVE OF THE CONSTRUCTION SUPERVISION

To provide services and carry out the duties of 'the Engineer' as defined in the FIDIC MDB Harmonised Edition of the Conditions of Contract for Construction, March 2006

REQUEST FOR PROPOSALS RFP # CS/QCBS/01/2013 & RFP # CS/QCBS/02/2013

FUNDING OF WORKS & CONSULTING SERVICES

Package 1:

- R1 Chisinau-Ungheni-Sculeni Road km 6+446-km 24+050 -European Investment Bank
- R1 Chisinau-Ungheni-Sculeni Road km 24+050-km 68+250 -European Investment Bank
- R1 Ungheni Bypass km 96+200-km 103+913 European Commission administered by EBRD

Package 2:

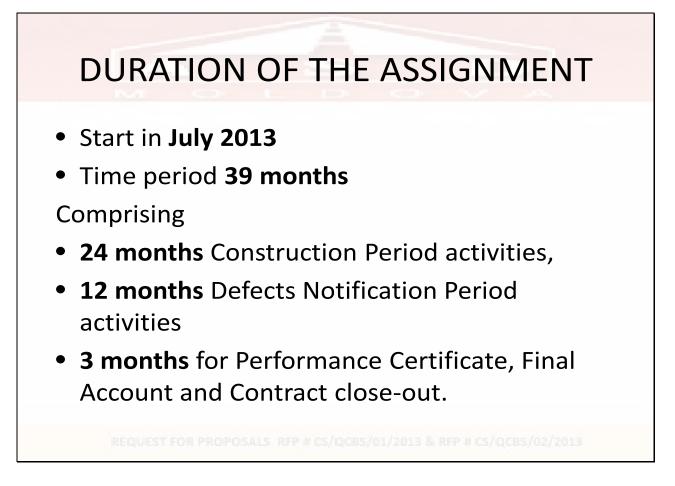
 M3 Chisinau-Giurgiulesti Road km 151+200-km 171+290 and km 179+650-km 190+750 – European Bank for Reconstruction and Development





- Deadline for submission 16 April 2013, 10:00 am (local time)*
- Proposals validity 90 days after the submission date, until: 14 July 2013**
- Requests for Clarifications up to **15** days before the submission date.

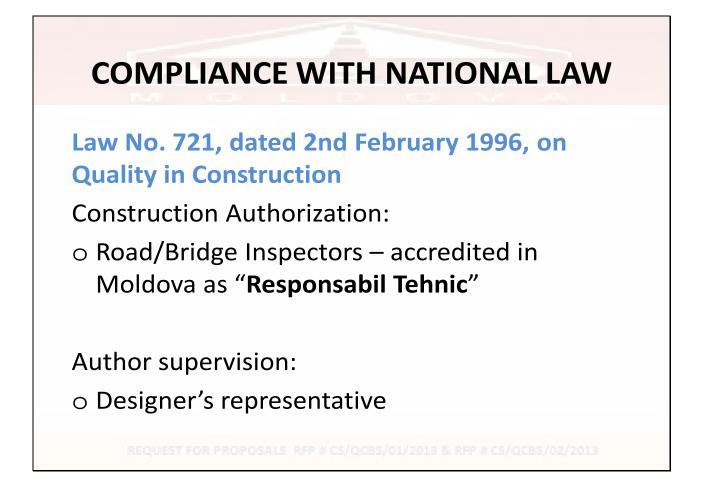
*Modified to **03 May 2013, 10:00 am (local time)** by Amendment No.1 dated April 11, 2013 **Modified to **31 July 2013** by Amendment No.1 dated April 11, 2013





ENGINEER'S STAFF Package 1

Position	Number	Duration (man-months)
Key Staff	12	450
Team Leader (Engineer)	1	
Deputy Team Leader / Resident Engineer	3	
Materials Engineer	3	
Bridge Engineer	1	
Quantity Surveyors	3	
Environmental Expert	1	
Technical Support Staff	19	450
Road Inspectors	3	
Bridge Inspector	1	
Surveyor	3	
Laboratory Assistant	5	
Designer's Representative	2	
Secretary/Team Assistant	2	
Translator/ Interpreter	2	
Short-term experts		20





SERVICES TO BE PROVIDED TO THE CONSULTANT

Works Contractor:

- provide, furnish and maintain contract offices
- land-line telephones for calls within Moldova
- site safety equipment (high-visibility vests, helmets, boots, etc.)
- Contractor's proprietary software for design and planning
- an office for the Engineer at each Laboratory

REQUEST FOR PROPOSALS RFP # CS/QCBS/01/2013 & RFP # CS/QCBS/02/2013

SERVICES TO BE PROVIDED TO THE CONSULTANT

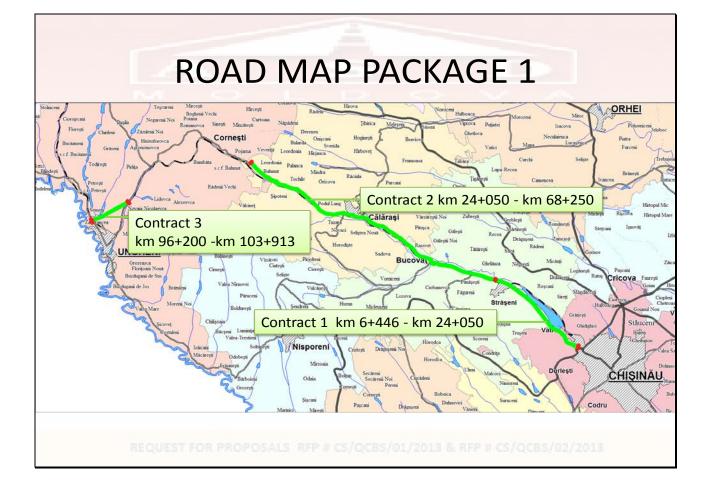
Client:

- assist the Consultant in obtaining any entry/exit visas, etc with the costs borne by Consultant
- provide available information, reports, documents, etc., related to the execution of the Works

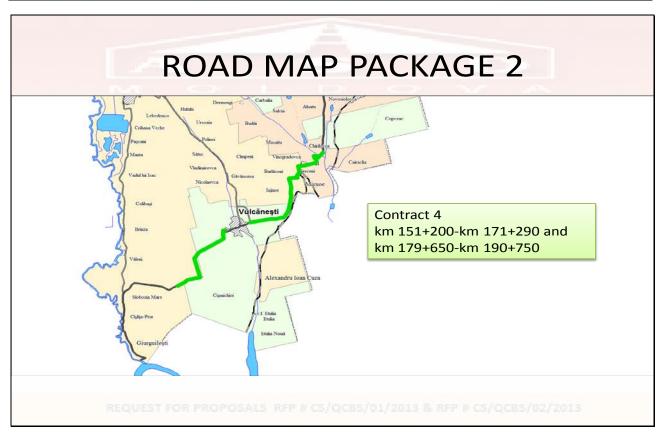


COSTS BORNE BY THE CONSULTANT

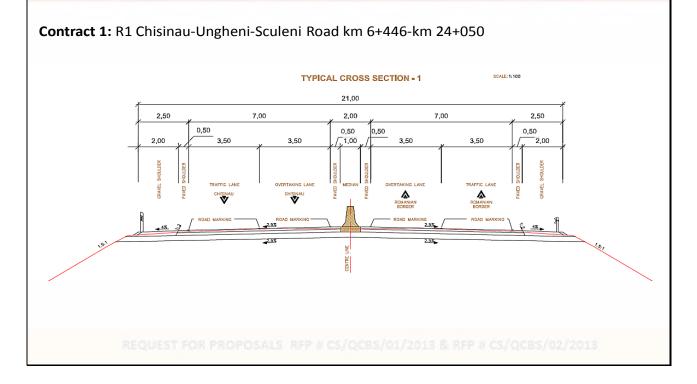
- accommodation,
- office equipment (computers, printers etc.),
- transportation,
- mobile telephones,
- topographical survey equipment, and
- any other goods, equipment or services required by the Consultant









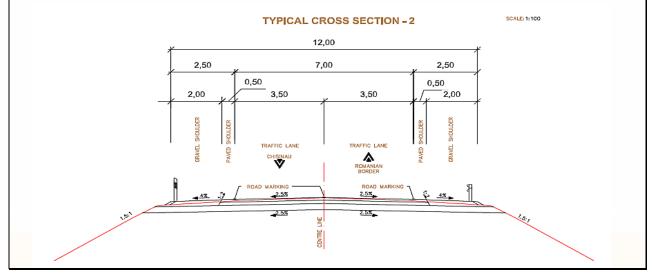




GEOMETRIC PARAMETERS ROAD R1&M3

Contract 2: R1 Chisinau-Ungheni-Sculeni Road km 24+050-km 68+250 Contract 3: M3 Chisinau-Giurgiulesti Road km 151+200-km 171+290 and km 179+650-km 190+750

Contract 4: R1 Ungheni Bypass km 96+200-km 103+913



GEOMETRIC DESIGN STANDARDS ROAD R1&M3

Contract 1: R1 Chisinau-Ungheni-Sculeni Road km 6+446-km 24+050 Contract 2: R1 Chisinau-Ungheni-Sculeni Road km 24+050-km 68+250 Contract 3: M3 Chisinau-Giurgiulesti Road km 151+200-km 171+290 and km 179+650-km 190+750

Contract 4: R1 Ungheni Bypass km 96+200-km 103+913

Item	Flat terrain	Rolling terrain
Design speed [km /h]	100	80
Minimum horizontal radius [m]	600	300 / 250
Maximum gradient [%]	5.00	6.00
Minimum crest curve [m]	10,000	5,000
Minimum sag curve [m]	3,000	2,000
Stopping distance [m]	160	105



R1 ROAD - REDESIGNED AND NEW INTERSECTIONS Existing situation Proposal At Km 21+000 - da Number of lanes 4+1 Lane width [m] 3.50 Carriageway width [m] 17.50 At Km 22+700 – a n v is re Number of lanes 2 Lane width [m] 4.00 Carriageway width [m] 9.00 Stones apron width [m] 3.00 Central island radius [m] 12.00







M3 ROAD - REDESIGNED AND NEW INTERSECTIONS



turning angle. M3 is turning to west Km 171+118.



Image: A state of the stat



2 lane roundabout with a radius of 41 m.

PAVEMENT STRUCTURE ON R1 ROAD

	TYPE	km 6+490 - km 9+000	km 9+000 - km 10+700	km 10+700 - km 21+000	km 21+000 - km 23+700	km 23+700 - km 50+700	km 50+700 - km 96+200	km 96+200 - km 103+940
Rehabilitation	Wearing course Strat de uzură	50	50	50	50	50	50	50
Reabilitare	Binder course Strat de legătură	80	80	80	80	60	60	60
	Milled and reused stabilized pavement Ombrăcăminte rutieră stabilizată, frezată și reutilizată	190	190	190	190	170	150	150
	Wearing course Strat de uzură	50	50	50	50	50	50	50
Widening of pavement and hard shoulders	Binder course Strat de legătură	80	80	80	80	60	60	60
	Milled and reused stabilized pavement Ombrăcăminte rutieră stabilizată, frezată si reutilizată	190	190	190	190	170	150	150
rutiere și consolidarea acostamentelor	Limestone base layer Strat de bază- calcar	240	240	240	240	230	220	220
acostamenteior	Subbase/ ballast Strat de fundatie/ ba last	200	200	200	200	200	200	200
	Wearing course Strat de uzură	50	50	50	50	50	50	50
new road	Binder course Strat de legătură	80	80	80	80	60	60	60
sections/Realignments	Coated Macadam Mixtură asfaltică	80	80	80	80	80	80	80
Construcție nouă	Cement-stabilized base Bază stabilizată cu ciment	240	240	240	240	230	230	230
	Subbase/ ballast Strat de fundatie/ ba last	200	200	200	200	200	200	200



PAVEMENT STRUCTURE ON M3 ROAD

	TYPE	151+20 290 and +650-19	l km 1
Rehabilitation	Wearing course Strat de uzură	40	40
Reabilitare	Binder course Strat de legătură	60	60
	Milled and reused stabilized pavement Ombrăcăminte rutieră stabilizată, frezată și reutilizată	190	190
Widening of pavement and hard shoulders	Wearing course Strat de uzură	40	40
	Binder course Strat de legătură	60	60
Supralărgirea structurii	Milled and reused stabilized pavement Ombrăcăminte rutieră stabilizată, frezată și reutilizată	190	190
rutiere și consolidarea	Limestone base layer Strat de bază- calcar	220	220
acostamentelor	Subbase/ ballast Strat de fundatie/ ba last	100	.100
	Wearing course Strat de uzură	40	40
new road sections/Realignments Construcție nouă	Binder course Strat de legătură	60	60
	Coated Macadam Mixtură asfaltică	80	80
	Cement-stabilized base Bază stabilizată cu ciment	220	220
	Subbase/ ballast Strat de fundatie/ ba last	150	150

WORKS CONTRACTS DATA for CONTRACT 1

- 233,000 m3 of earthworks;
- 39,575 m3 Cold recycling of the asphalt concrete pavement;
- 287,645 m2 Binder course of asphalt concrete M II, thickness 60 – 80 mm;
- 286,481 m2 Wearing course of stone mastic asphalt concrete, thickness 50 mm;
- 600 m of pipe culverts in different diameters and box culverts;



WORKS CONTRACTS DATA for CONTRACT 2

- Rehabilitation of 10 bridges;
- 293,000 m3 of earthworks;
- 85,803 m3 Cold recycling of the asphalt concrete pavement;
- 364,444 m2 Binder course of asphalt concrete M II, thickness 60 – 80 mm;
- 362,803 m2 Wearing course of stone mastic asphalt concrete, thickness 50 mm;
- 1000 m of pipe culverts in different diameters and box culverts.

REQUEST FOR PROPOSALS RFP # CS/QCBS/01/2013 & RFP # CS/QCBS/02/2013

WORKS CONTRACTS DATA for CONTRACT 3

- Construction of one new bridge (Railway and Road crossing);
- 453,000 m3 of earthworks;
- 74,800 m2 Binder course of asphalt concrete M II, thickness 60 mm;
- 74,800 m2 Wearing course of stone mastic asphalt concrete, thickness 50 mm;
- Construction of 200 m of pipe culverts in different diameters and box culverts;



WORKS CONTRACTS DATA for CONTRACT 4

- Construction of 1 Bridge;
- Rehabilitation of 2 Bridges;
- 350,000 m3 of earthworks;
- 27,000 m3 cement-stabilized base;
- 36,700 m3 base course from recycled asphalt layers;
- 275,000 m2 asphalt concrete binder layers;
- 275,000 m2 of Stone Mastic Asphalt Wearing courses;
- 260 m of pipe culverts in different diameters;