



AMENDMENT NO.1

To the RFP Ref: PP3/RRP/CS/QCBS/08/01

SUPERVISION OF CIVIL WORKS FOR REHABILITATION OF ROAD
M2 CHISINĂU – SOROCA KM 71+194 – KM 116+000

AND

To the RFP Ref: PP3/RRP/CS/QCBS/08/02

SUPERVISION OF CIVIL WORKS FOR REHABILITATION OF ROAD
ROAD M2 CHISINĂU – SOROCA KM 116+000 – KM 154+352and
ROAD R7 SOROCA-DROCHIA-COSTESTI KM 3+414 – KM 12+789

Date: January 27, 2012

Article 1

LETTER OF INVITATION FOR PROPOSALS, para.5, shall be supplemented with the following text:
“Consultants are allowed, at their option, to submit Proposals for one or both lots. Proposals shall be evaluated and contract awarded separately for each lot, however, in no case shall a single consultant be awarded contract for more than one lot.

The Base period and Options as described are same for each lot.”

Article 2

SECTION 1, Instructions to Consultants, a new clause ITC 1.16 “Trafficking in Persons” shall be added:

Trafficking in 1.16 MCC has a zero tolerance policy with regard to trafficking

Persons

in persons. Trafficking in persons (TIP) is the crime of using force, fraud, and/or coercion to exploit another person. Human trafficking can take the form of domestic servitude, peonage, forced labor, sexual servitude, bonded labor, and the use of child soldiers. This practice deprives people of their human rights and freedoms, increases global health risks, fuels growing networks of organized crime, and can sustain levels of poverty and impede development. MCC is committed to working with partner countries to ensure appropriate steps are taken to prevent, mitigate, and monitor TIP risks in the countries it partners with and projects it funds.

- 1.16.1 The Description of Services set out certain prohibitions, Consultant requirements, remedies and other provisions that will be made a binding part of any Contract that may be entered into with respect to this procurement. As such, those provisions should be given careful consideration.
- 1.16.2 Additional information on MCC's requirements aimed at combating TIP can be found in Part 15 of *MCC's Program Procurement Guidelines* on the MCC website <http://www.mcc.gov/pages/business/guidelines>.

Article 3

Section 2, Proposal Data Sheet, Sub-clause ITC1.3, at the end the text shall be complemented with the following text:

- “Lot 1 – Construction Supervision of the works contracts PP3/RRP/W/CB/01/01 and PP3/RRP/W/CB/01/02;
- Lot 2 – Construction Supervision of the works contracts PP3/RRP/W/CB/01/03 and PP3/RRP/W/CB/01/04.”

Article 4

Section 2, Proposal Data Sheet, Sub-clause ITC 3.3(b), the figure “208” shall be substituted by the figure “218”. The text shall be complemented with the following sentence: “This input is equal to each lot”.

Article 5

SECTION 2, Proposal Data Sheet, Clause ITC4.3, the text “Technical Proposal - CD” shall be replaced with the text “Lot #1 Technical Proposal - CD” or “Lot #2 Technical Proposal - CD”, as appropriate” and the text “Financial Proposal - CD” shall be replaced with the text “Lot #1 Financial Proposal - CD” or “Lot #2 Financial Proposal - CD”, as appropriate”.

Article 6

SECTION 2, Proposal Data Sheet, Clause ITC4.4, at the end shall be complemented with the text “Each parcel shall bear the number of lot for which the proposal is submitted”.

Article 7

SECTION 2, Proposal Data Sheet, Clause ITC 6.1, at the end of text, the following new text shall be added:

“(a) If as a result of the combined evaluation of the technical and financial proposal and positive determination of the price reasonableness, the same company is the highest ranked for both lots, the firm shall be requested, before initiating the negotiations, to confirm in written the lot which it selects to negotiate (“Selected Lot”).

(b) However, such highest ranked firm will not have the right to choose as stipulated in the para.(a) hereinabove in case such firm is the only one which passes minimal technical qualifying score for any of the lots. In such case, the firm shall be invited for negotiation of the lot for which it is the only one which passes minimal technical qualifying score.

(c) Upon receipt of the confirmation requested in the para.(a) hereinabove, such highest ranked firm shall be invited for negotiations of the contract for the Selected Lot, shall not be further considered for the other remaining lot (“Remaining Lot”) and the next highest ranked firm shall be invited for negotiations of the contract for the Remaining Lot.

(d) In case of termination of the negotiations with the highest ranked firms, requirements of the paras. (a) - (c) hereinabove shall be applicable accordingly to any case of subsequent negotiation with any next highest ranked firm.

Article 8

SECTION 2, Proposal Data Sheet, Clause ITC7.2, at the end of text, the following new text shall be added:

Failure by the highest ranked firm to successfully negotiate the contract for the Selected Lot shall not restate its right to be considered for negotiation of the contract for the Remaining Lot.

Article 9

The fourth and fifth paragraphs in Form FIN-2, PRICE SUMMARY, shall be substituted with the following text:

“Option 1 Contract: a fixed price lump sum contract to cover the second part of the Construction Supervision activities, to be activated subject to the successful performance of the Consultant during the Base Contract period, as determined at the sole discretion of MCA-Moldova. This Option is for a twelve (12) months period for the initial pricing purpose, but could be longer of twelve (12) months or time required for the acceptance of works. If the time is extended beyond 12 months, a separate contract amendment shall be negotiated, and need not be priced at this time. This negotiation shall be solely based on the unit prices proposed in Form FIN 4 at the time of the original proposal submission. MCA-Moldova shall notify the Consultant

about the non-activation of this option in accordance with Special Conditions of Contract (Clause GCC2.3).

Option 2 Contract: a twelve (12) month fixed price lump sum contract to cover the Defect Notification Period, to be activated subject to the successful performance of the Consultant during the Option 1 contract, as determined at the sole discretion of MCA-Moldova. MCA-Moldova shall notify the Consultant about the non-activation of this option in accordance with Special Conditions of Contract (Clause GCC2.3)”.

Article 10

SECTION 6 TERMS OF REFERENCE.

Para. 4.1 Engineer’s Staffing. after the bullet point “2 (two) Quantity Surveyors (one for each Works Contract)” a new bullet point shall be added:

“ - Short-term experts as necessary (to be proposed by the Engineer)”.

Para. 4.1 Engineer’s Staffing. The sentence “The time estimated for Key Personnel is at least **208** full time person-months.” shall be substituted by the following one:

“The time estimated for Key Personnel is at least **218** full time person-months.”

Para. 4.1 Engineer’s Staffing. A new paragraph shall be inserted after the paragraph ending with the text “...either the Team Leader or Deputy Team Leader shall be available until the Works are complete.”:

“The Engineer shall determine the number and the qualification of short-term experts required. As these deployment requirements are unknown, the proposal is to allow a total period of no less than 10 full time person-months for the proposed short-term experts combined.”

Para. 4.1 Engineer’s Staffing. A new paragraph shall be added to the end of Para. 4.1:

“(g) Short-term experts

Candidates shall be graduate engineers or other qualified professionals, having at least ten (10) years of experience in their respective area of expertise. They shall also have a university degree in their area of expertise.

Experience in countries with conditions similar to Moldova will be considered an asset.

The Engineer may propose an expert when the Engineer considers this necessary, or the Employer may request an expert. The Employer's agreement to a proposed expert, which will be based on a curriculum vitae supplied by the Consultant, shall be obtained prior to mobilization to Moldova.

Short-term experts may be required at any stage of the execution of the works, according to the needs which may arise.

Short-term experts shall produce a detailed report of their visit in Moldova, stating assigned tasks and visit objectives, their findings, and respective recommendations to be submitted by the Engineer to the Owner in a timely manner.”

Article 11

SECTION 2 PROPOSAL DATA SHEET. ITC 3.3(b), figure “**208**” shall be substituted by figure “**218**”.