
Republic of Moldova
Ministry of Transport and Road Infrastructure

ROAD SECTOR PROGRAM

STATE ROAD ADMINISTRATION

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 www.asd.md 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 period of 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 Feb 2011 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 As-built 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).