
**REPUBLIC OF MOLDOVA
LOCAL ROADS IMPROVEMENT PROJECT**

STATE ROAD ADMINISTRATION

CLARIFICATION DOCUMENT No. 1
to the Consultant's questions on Request for Proposal
(LRIP/CS/11)

**Construction Supervision Services for Local Roads
Improvement Project**

Issued on December 22, 2018

1. Question

In Terms of Reference, clause 5 "Period of assignment", it is stated that the Services are expected to have a duration of 25 months. Nevertheless, in the table at paragraph 1.3, the works are expected to last from March 2019 up to November 2020, that is 21 months.

Furthermore, part 3 of chapter 3 "Scope of Consultancy services" refers to 12 months of Defect Liability period, which are not included in other parts of Terms of Reference and in SCC.

Please clarify the total duration of contract, as for the period of Works Supervision and as for the Defects Liability Period.

Answer 1

The scope of the Supervision Services is defined in the Terms of Reference and are to be carried out under the following four Parts:

Part 1: Tasks prior to start of construction works.

Part 2: Tasks during construction.

Part 3: Activities during and after the civil works contracts Defect Liability/Notification Period.

Part 4: Environmental Management Plan and Support Activities on Social Engagements.

The total duration of the services to cover the period till after the issue of the Defects Liability Certificate for the last completed contract is estimated to be 36 months, which will be financed in two Phases as follows:

Phase 1: for an initial 25 months period financed from the Current Loan Agreement.

Phase 2: for a further 11 months period financed by Other Sources, subject to availability.

The Consultant shall prepare a Technical Proposal and a Financial Proposal for both Phase 1 and Phase 2, which will be evaluated on the basis of the aggregate price.

The contract to be signed with the Consultant will be for Phase 1 only, and a separate addendum/contract may be signed with the Consultant for Phase 2, in case this is needed and provided that the loan is extended or other source of financing is secured.

2. Question

Given that the object of civil works are several different sections of local roads (table at paragraph 1.3 of Terms of reference), please specify how many Works Contracts will be tendered for the execution of works for Improvement of Local Roads?

Answer 2

Referring to Section 7, Terms of Reference, item 1.3, Project Description, the construction Works will be procured in 5 packages:

Package	Description of Package	No of Contracts	Description of Contracts	Duration (months)	Procurement procedure
1	Corridor 8.3	1	8.3	18	NCB
2	Corridor 11	2	11.1, 11.2	18	ICB
3	Corridor 13	4	13.1, 13.2, 13.3, 13.4	18	ICB
4	Corridor 10	4	10.1a, 10.1b, 10.2a, 10.2b	18	ICB
5	Corridor 16	3	16.1a, 16.1b, 16.2a	18	ICB



The number of Works Contracts will depend on the successfully completed procurement procedures. If all procurement procedures will be successfully completed the total number of the Works Contracts will be 14.

3. Question

According to “Clause 1.3 Project Description” of the ToR, there are 14 construction contracts each with a construction period of 18 months and the time between the start date of the first and the finish date of the last being 20 months. When a Defects Notification Period of 12 months are added for each construction contract, the time period for consultancy services needs to be at least 32 months. However, the period for consultancy services is given as 25 months in “Clause 5. Period of the Assignment” of the ToR. Could you please explain?

Answer 3

Please refer to the Answers 1 and 2 above.

4. Question

Contract negotiations for consultancy services are expected to start on March 22nd, 2019 according to Item 28.1 of the Data Sheet. The first construction contract is also planned to start in March 2019 according to “Clause 1.3 Project Description” of the ToR. Does it mean that: (i) the consultancy services will start after the construction contracts, or (ii) will the start of the construction contracts be postponed according to the start of the consultancy contract?

Answer 4

The intention is that both Contracts start at the same time.

The start of Consultancy Services Contract and the first Works Contract will depend on the successfully completed procurement procedures. In any case, the start of the construction contract(s) will not be postponed according to the start of the consultancy contract.

5. Question

It is understood from the staffing list in “Clause 5.1 Consultant’s Staffing” of the ToR that the 14 nos. of construction contracts will be grouped into four (4 nos. of Site Supervision Engineers, 4 nos. of Quality Control Engineers, etc.) and shall be managed from these four group centers. Could you please advise how will these 14 nos. of construction contracts be grouped into four and where will the center of each group be located?

Answer 5

The map of LRIP priority Works Corridors and list of prospective Works Contracts are presented in the para. 1.2 and 1.3 of Terms of Reference (pages 48-50).

The Consultant will propose his organization and methodology for carrying out of Supervision Services in accordance with requirements of the Terms of Reference as required per Form TECH-4 *Description of Approach, Methodology and Work Plan in responding to the Terms of Reference*, Section 3 of the RFP.

6. Question



In relation to the information provided on the works in the Table from pages 49-50 in the ToR, please advise whether there will be one works contract per each line in the table (14 pieces) or whether the works in the table will be grouped in a certain number of works contracts. If the latter applies, please indicate the envisaged composition / allocation of works in the Works Contracts.?

Answer 6

Please refer to the Answer 2 above.

7. Question

According to the ToR (chapters 2.1.1 and 1.4, page 50), the Consultant will play the role of the “Project Manager” under the World Bank’s Small Works General Conditions of Contracts. Please confirm that by the ‘World Bank’s Small Works General Conditions of Contracts’ the Client refers to Section VIII - General Conditions of Contract of the Standard Procurement Document - Request for Bids Small Works (One-Envelope Bidding Process), October 2007 (<http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework>)

Answer 7

The World Bank’s Small Works General Conditions of Contract refers to Section VIII – General Condition of Contract of the Standard Procurement Document – Procurement of Small Works, October 2017, Project Procurement - Policies, Guidelines, Documents for Projects Before July 2016: <http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-policies-and-guidance#standarddocuments>

8. Question

With regard to TECH-7 Code of Conduct (ESHS), please clarify if the Consultant is required to submit:

- a. either the Code of Conduct that will apply to the Consultant’s Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS),
- b. or only an outline of how the Code of Conduct will be implemented in order to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice.

We would like to bring to your attention the fact that our Company’s Code of Conduct relevant to ESHS is a standard document at company level and is composed of a set of documents which altogether exceed 40 pages.

Answer 8

The Consultant shall submit the Code of Conduct (ESHS) that will apply to the Consultant’s Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice. In addition, the Bidder shall submit an outline of how this Code of Conduct will be implemented.

The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award.

**9. Question**

We estimate that we will exceed the page limits indicated in Section 3 of the RFP (page 26). E.g., the power of attorney for the authorized representative of each of the JV members sums up to more than 20 pages (including the translations into English). Also, in our case, the Consultant's Code of Conduct referred to by Form TECH-7 counts more than 40 pages. Please indicate if there is a sanction envisaged for exceeding the prescribed page limits.

Answer 9

We confirm there is no sanction envisaged for exceeding the prescribed page limits.

10. Question

With regards to Section 7, Terms of Reference, 5.1.1. Qualification of Key Experts:

- Please, confirm that for the Project Director position by "...assignments as Project Manager (for the World Bank Small Works Conditions of Contract) or equivalent assignment in supervision of road infrastructure works contracts" we can consider experts having experience as Project Manager/ Team Leader/ Project Director under supervision of road infrastructure (local/national/county/motorway roads) works contracts with IFI financing, not only World Bank – for example experience in Projects governed by FIDIC Conditions of Contract.
- Please, confirm that for Senior Resident Engineer 1 and 2 positions by "...assignments as Project Manager's Representative (for the World Bank Small Works Conditions of Contract) or equivalent assignment in supervision of road infrastructure works contracts" we can consider experts having experience as Project Manager, Resident Engineer, Deputy Team Leader and/ or Team Leader under supervision of road infrastructure (local/national/county/motorway roads) works contracts with IFI financing, not just World Bank – for example experience in Projects governed by FIDIC Conditions of Contract..

Answer 10

- We confirm that for the Project Director position may be considered experts having experience as Project Manager/ Team Leader/ Project Director under supervision of road infrastructure (local/national/county/motorway roads) works contracts with IFI financing, in Projects governed by FIDIC Conditions of Contract.
- We confirm that for Senior Resident Engineer 1 and 2 positions may be considered experts having experience as Project Manager, Resident Engineer, Deputy Team Leader and/ or Team Leader under supervision of road infrastructure (local/national/county/motorway roads) works contracts with IFI financing, in Projects governed by FIDIC Conditions of Contract.

11. Question

Please confirm that the Consultant is expected to describe in the Technical Proposal (TECH-4) all the tasks presented under "Part 3: Activities during and after the civil works contracts Defect Liability Period" of the ToR (chapter 3, page 54), notwithstanding the estimated durations of the works contracts (ToR – table on pages 49-50) exceeds considerably the period of the assignment of 25 months (ToR – chapter 5, page 59), which means that certain activities cannot be performed by the Consultant within the envisaged contract timeframe (such as final taking-over).

Answer 11



We confirm that the Consultant is expected to describe in the Technical Proposal all the tasks as envisaged by TOR. However, Form TECH-4 represents a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing. Thus, the Consultant should not copy the TORs in here.

Please refer also to the Answer 1 above.

12. Question

Since the Defects Liability Period for all the works contracts will finalise beyond the completion date of the current Supervision assignment (ToR – table on pages 49-50), please confirm that performance of all activities during and after the DLP by the Consultant would be possible subject to an addendum as envisaged in the ToR (chapter 5, page 59), namely: “Supervision services may be extended beyond 25 months, subject to the actual needs, consultant’s performance and provided that the loan closing date is extended”.

Answer 12

We confirm that performance of all activities during and after the DLP by the Consultant after expiry of the Consultancy Agreement of 25 months, may be a potential subject of further negotiations and possible an addendum as envisaged in the ToR (chapter 5, page 59), namely: “Supervision services may be extended beyond 25 months, subject to the actual needs, consultant’s performance and provided that the loan closing date is extended”.

Please refer also to the Answer 1 above.