

Moldova Road Sector Program Support Project

Clarifications no.1 to the Questions Raised by the firms on the Request for Proposals no.5 “Construction Supervision of Road Rehabilitation Works”

Question 1

In ToR page 54, point 7. Services to be provided by the Consultant, there is a list with services/equipment/cars to be provided by the Consultant.

At the end says "Consultant shall indicate rates for such pay items in its financial proposal and should be paid accordingly".

But in Appendix D to the Consultancy Contract (page 89), in the list of the reimbursable items such categories of items have not been listed (only at point (ix) there is a very general statement on "further items not covered in the foregoing but which may be required by the Consultant for the purpose of the Services, subject to prior authorization in writing of the Client").

Please confirm to us if such items can be priced as reimbursable expenses in our financial proposal.

Answer 1

The following items to be provided by the Consultant listed in Clause 7 of the Section 5: Terms of Reference (page 54) may be priced as reimbursable expenses in financial proposals:

- Project office in Chisinau;
- Maintenance of project office in Chisinau;
- Supply of office equipment for all offices;
- Provision and maintenance of necessary number of vehicles.

Housing/accommodation for Consultant's own staff should be included in the individual fee rates for staff and not as reimbursable expenses.

Any costs required to be provided by the Consultant and not included explicitly in the financial proposal shall be deemed to be included in the Financial Proposal.

The revised Form FIN-5 (Breakdown of Reimbursable Expenses) sent out to the Consultants on March 3, 2008 as part of the Amendment #1 to the RFP#5 may be used and modified as required by the Consultants in accordance with footnote no.2 to the Form FIN-5 (Breakdown of Reimbursable Expenses): *“Delete items that are not applicable or add other items according to Paragraph 3.6 of the Data Sheet”*.

Question 2

Para.3.3 (b) of Section 2: Instructions to Consultants - Data Sheet, specifies 192 man/months of professional staff-month. Please clarify.

Answer 2

Please, refer to Section 2: Instructions to Consultants: Clause 3.3 (b) and Data Sheet. “The Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.”

Please note that the Clause 3.3 (b) of Data Sheet states the estimated number of professional staff-months. The input of short-term experts and supporting field team is not included therein.

Question 3

The duration of Contractors’ Mobilization Period. In fact during this period the Consultant will operate with a skeleton on-site staff.

Answer 3

Of the Key Personnel, it is considered sufficient for the Resident Project Manager alone to be available during the period of the Contractor’s mobilization. Under current planning, it is intended for the Contractors to commence works in June 2008.

Question 4

How to consider the cold period – having an averagely duration of 5 (five months) as stated in para.5: Time frame of the TOR – in the utilisation of the on-site staff.

Answer 4

During winter periods when site work is not possible, Key Personnel may be absent without substitution, provided Client approval has been given. During working months when there is site activity, Resident Engineers or approved substitutes, must be present at all times (this is a clarification of TOR Clause 3.2, 2nd para.).

Question 5

How to consider the engagement of on-site staff during the 12 months of the Defect Notification Period.

Answer 5

Consultants shall use their experience to decide the best method to supervise for the Defects Notification Period.

Question 6

How to consider “any appropriate number of short-term experts” with intermittent inputs during the contract period (see para.3.2 of the TOR).

Answer 6

The input for short-term Key Experts cannot be identified at this stage. An input of 10 man-months for short-term Key Experts is considered to be reasonable for evaluation purposes only, based on visits of 2 week duration therefore requiring 20 international return flights. Any requirements beyond this would be the subject of an Addendum.

General Note on Questions 2-6

Consultants are expected to use professional judgement and experience in deciding the Team composition and lengths of inputs for Key and Supporting Personnel, in order to provide the Services required in the Terms of Reference Clause 3.3.

Question 7

Para.3.8 of the Section 2 states that “all the local costs must not be quoted in national currency”. This statement is in contradiction with the para.5.6 (that in this case is useless) and with Financial Technical Forms (FIN 1-5) (attached to Section 4 and with Articles 6.1 (b); 6.2 (a); 6.2 (c); 6.4 (e) of the SCC, that are to be modified accordingly.

Answer 7

The para.3.8 of the Data Sheet states "Consultant to state local cost in the national currency: **No**"

This provision should be interpreted in the context of the provision 3.8 of the Section 2 “Instructions to Consultants”, which states that "The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet."

Thus, the clause should be understood as the Client do not require Consultants to state the portion of their price representing local cost in the national currency. However Consultants are free to state this at their discretion.

Question 8

Para.3.4 of the TOR: Short-Term Expertise. Please clarify these requirements both in terms of Experts and as man/months engagements.

Answer 8

Refer to Answer 6 above for man-months.

Refer to Section 5: Terms of Reference: Clause 3.4 for the scope of expertise that may be required.

Question 9

Para.7 of the TOR. Please clarify if the topographical equipment and devices (Total Stations, Automatic levels etc.) for the three (3) topographical teams are provided by the Contractors.

Answer 9

Refer to Annex 2 of Section 5. In Volume 2 (Technical Specification) - Chapter 004 (Engineer's facilities) – Sub-clause 004.10 (Miscellaneous Services to the Engineer) it is stated: “*The Contractor shall provide the Engineer with such assistance as he may require at all times including weekends as assistance to the Engineer in the control and supervision of the works. Such assistance shall include, but not be limited to, assistance with sampling, laboratory testing and surveying. The Contractor shall*

provide men equal to the tasks required and shall maintain continuity of employment wherever possible”.

Question 10

Para.7 of the TOR. Please clarify if the three (3) topographical teams, each composed by (1) Assistant Surveyor and (1) Topo Assistant are provided by the Contractors.

Answer 10

Refer to Answer 9.

Question 11

Para.7 of the TOR. Please clarify if the three (3) laboratory Teams (each composed by (1) laboratory technician and (1) Laboratory Assistant) are provided by the Contractors.

Answer 11

Refer to Annex 2 of Section 5. In Volume 2 (Technical Specification) - Chapter 005 (Laboratory) it is stated: *“The Contractor shall staff the laboratory with a qualified engineer and technicians fully experienced in all sampling and testing procedures relevant to the Works. The engineer and technicians shall be supported by an adequate number of laboratory and field labourers... The Contractor shall allow the Engineer unrestricted access to the laboratory so that he can witness any testing, inspect equipment, samples, records, etc. The Contractor shall undertake any additional tests required by the Engineer under the Contract and shall allow the Engineer to carry out his own tests for the Contract, using the Contractor’s technical personnel as necessary”.*

Question 12

Para.7 of the TOR. Please clarify if running and operating costs (drivers included) for all the vehicles – provided and maintained by the Consultant – are charged on the Contractor’s costs.

Answer 12

Refer to the last item of the items to be provided by the Consultant in Section 5, Clause 7. Provision and maintenance of necessary number of vehicles is the obligation of the Consultant.

Question 13

Sub-clause 1.10 (c) of the Special Conditions of the Contract states that the Consultant shall be exempt from taxes... *for any equipment imported for the purpose of carrying out the services and paid for out of funds provided by the Client and which is treated as property of the Client.*

Additionally in sub-clause 5.1 (e) of the General Conditions of the Contract it is stated: *Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall exempt the Consultant and the Personal ... from any requirements to register...*

Answer 13

The Moldovan law does not expressly require foreign Consultants to register locally.

Consultants should note that the tax exemptions for the goods are provided subject to the submission of the supporting documents issued in the name of the Consultants.

However for firms that are not registered in Moldova, such documents cannot be obtained for previously imported goods or for goods to be imported under current regulations in Moldova..

In order to benefit from the tax exemptions Consultants may choose either to register a local representation or to arrange local purchases or importation through a locally registered sub-consultant.