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**REPUBLIC OF MOLDOVA  
ROAD SECTOR PROGRAM**

**STATE ROAD ADMINISTRATION**

**CLARIFICATION DOCUMENT No.1 TO  
CONSULTANTS' QUESTIONS ON RFP**

**Supervision of Rehabilitation Works on R34 Hincesti-Leova-  
Cahul-Giurgiulesti road, km 82+000 – km 125+000 (client's  
reference RSP/CS/R34/03/2024)  
under the Contract RSP/W15/03**

**Issued on September 24, 2024**

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### Question 1

Regarding the Consultant's Experience (section B of Form TECH-2) in correlation with ITC Data Sheet (Evaluation Criteria), kindly confirm that the Consultant may present as similar experience assignments undertaken particularly during the past five years, but also started prior to the five years period, on the condition that the assignments have been substantially completed during the past five years.

### Answer

It is confirmed that Consultant may present, as similar experience assignments, the projects successfully implemented under FIDIC Conditions of Contract, which were mostly undertaken and substantially completed during the past 5 years prior to deadline for submission of proposals. The start date may be a date prior to the related 'five years period'. As evidence of successful completion, the Consultant shall provide the Taking-Over Certificate(s) or equivalent confirmation acceptable to the Client, to demonstrate the successful completion of the assignment(s), as per RFP, TECH-2.

### Question 2

Regarding the Consultant's Experience (section B of Form TECH-2) in correlation with ITC Data Sheet (Evaluation Criteria), please clarify:

- if the Consultant's experience in infrastructure fields other than roads/highways is also acceptable (e.g., railways, water and wastewater)
- if contracts implemented under contract conditions that are similar to FIDIC Conditions of contract are acceptable to the Client, provided that such similarity is confirmed by a document issued by a relevant professional association or by a public institution.

### Answer

Please note that the required "Similar experience" refers to the Supervision of Asphalt Roads /Concrete Bridge Works or Airport runways built under FIDIC General Conditions of Contract.

- Railways, water and wastewater projects are not considered as being similar for the purpose of evaluation.
- The projects under contract conditions similar to FIDIC will not be taken into consideration for the evaluation process.

### Question 3

Evaluation Criterion a) "Consultant's relevant professional experience" specified that for evaluation purposes, 'similar locations' will be considered: Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Romania, Russia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan. Please accept that experience/assignments carried out by the prospective tenderers in South-East European (SEE) countries other than Moldova and Romania would also qualify as 'experience in similar locations'; this approach was considered acceptable to the Client in previous tender procedures such as: Supervision of Construction Works of M3 Vulcanesti Bypass, km 0+000 - km 8+580; Supervision of Rehabilitation Works under the Contracts: Lot 1: RSP/W11/01: Rehabilitation of R14 Balti – Sarateni Road and Lot 2: RSP/W11/02: Rehabilitation of R14 Balti – Sarateni Road, km 43+000 – km 61+000 and bridge at km 64+756, and Supervision of rehabilitation

works under the contract1: RSP/W11/03: Rehabilitation of R6 M1-Ialoveni Road, km 0+000 –km 6+550 (Rehabilitation of M2 – Chisinau Bypass, km 0+000 - km 6+550).

**Answer**

It is confirmed that for evaluation purposes, additional to the NIS countries, the Consultant will accept as “similar locations” the countries from the South-East Europe. The matter addressed has been addressed in the Addendum no.1 issued on the even date with these clarifications.

**Question 4**

With regard to Form TECH-4 Description of approach, methodology and work plan in responding to the Terms of Reference, we understand that the Client imposed certain page limitations, namely: 10 pages for the Technical Approach and Methodology and 15 pages, including charts and diagrams for the Work Plan and the Organization and Staffing. Given the complexity of the assignment and the major importance of the investment project please accept to eliminate these limits so that the tenderers would be able to prepare and submit properly developed proposals.

**Answer**

The underlying conditions for setting the limitations have been considered during the RFP preparation process and taken into account. Consultants shall comply with the limitations set forth in the RFP.

**Question 5**

Regarding the Implementation Arrangements, with focus on Facilities to be provided by the Client (Chapter 6.2 of the ToR and Annex A to the ToR), please make available to the tenderers the draft Chapter 004, Engineer’s Facilities, Part 2 - Requirements – Technical Specifications of the TD for RSP/W15/03, since indication is made that the facilities to be provided for the Engineer are stated therein, and this information would be useful to properly elaborate the financial proposal.

**Answer**

Please see Annex No.1 below.

**Question 6**

As per Chapter 6.2 Implementation Arrangements of the ToR (page 22), “The Client expects to appoint the Consultant in February 2025”, while in Annex B to the ToR the supervision staff start working in September 2024. Under these circumstances, please provide the revised Staff Supervision Schedule or confirm that the tenderers may adjust themselves this Schedule so as to start in February 2025.

**Answer**

It is confirmed that the tenderers may adjust Annex B to the ToR so as the related “start date” to be February 2025.

The matter addressed has been addressed in the Addendum no.1 issued on the even date with these clarifications.

### Question 7

Please advise on the current status of the tendering procedure for the works contract RSP/W15/03.

### Answer

The tendering procedure for the works contract RSP/W15/03 has been launched on September 13, 2024. The public opening is estimated for October 30<sup>th</sup>, 2024.

### Question 8

Regarding the Implementation Arrangements (Chapter 6 of the ToR) in correlation with ITC Data Sheet (Section 30.2), please indicate if the Client agrees to reconsider the expected date for the commencement of the Services for the first working day in that particular month, i.e. 3rd of February 2025, instead of the indicated date: 1st of February 2025.

### Answer

The date referred is only an estimation of the likely time period when the contract is expected to commence and do not seek to establish the exact date.

In addition, ITC 30.2 of the Data Sheet and para. 6 of the Terms of Reference should be read in conjunction with PCC 11.1 of the Contract's Particular Conditions, where effectiveness conditions are stated, and PCC 13.1.

### Question 9

Please confirm that the only reimbursable expenses to be budgeted are those laid down in Form FIN-3 Chapter 3 (International transportation and Office equipment including PMIS) and no other type of expense can be added by the tenderer under this chapter of FIN-3.

### Answer

It is confirmed that the only reimbursable expenses to be budgeted are those laid down in Form FIN-3 (International transportation and Office equipment including PMIS). All other costs shall be included in the remuneration rates.

### Question 10

With regard to the specific experience requested for Engineer's staff under Chapter 7 of the ToR (namely the Team Leader, the Quantity Surveyor and the Claims/Contract Specialist), please clarify if experience in contracts or projects implemented under contract conditions that are similar to FIDIC Conditions of contract are acceptable to the Client, provided that such similarity is confirmed by a document issued by a relevant professional association or by a public institution.

### Answer

Please refer to the answer provided at Question 2 above.

### Question 11

Referring to the General Experience requirement for the Key Expert - Bridge Engineer position, please consider revising the requirement as follows: "The Candidate shall have at least fifteen (15) years of experience in bridge design, construction AND/OR supervision" since this

would be in line with the requirement for other Key Experts i.e Team Leader and Quantity Surveyor.

**Answer**

The requirement for the Key Expert - Bridge Engineer position has been revised and shall be read as follows: “The Candidate shall have at least fifteen (15) years of experience in bridge design, construction AND/OR supervision”.

The matter addressed has been addressed in the Addendum no.1 issued on the even date with these clarifications.

**Question 12**

Regarding the specific experience required for the Team Leader/ Engineer’s Representative role, please, confirm whether experience in railway projects is considered qualifying under the following requirement: The candidate is expected to have previous experience in the role of Engineer’s Representative in at least two projects of similar size and complexity carried out under the FIDIC General Conditions of Contract, with minimum of 2 years’ involvement in each such projects.

**Answer**

Considering the specifics of the works Contract, the Team Leader/Engineer’s Representative will be evaluated specifically for projects implemented in the roads. Railways projects will not be considered as being similar for the purpose of evaluation.

**ANNEX no.1**

**To the Clarification Document no.1 to the RFP**

## **CHAPTER 004. ENGINEER'S FACILITIES**

### **from the Technical Specifications of the Works Contract RSP/W15/03**

#### **004.01. Project Office**

Not Used.

#### **004.02. Engineer's Contract Office**

The Contractor shall provide, furnish and maintain a contract office for use by the Engineer and his staff on the site of the Works. The contract office shall be at a location provided by the Contractor and approved by the Engineer. It is desirable that the Engineer's Offices are located within close proximity to the Contractor's Offices and Laboratory.

The required floor area and number of rooms are indicated in Sub-Clause 004.04 below and in the Appendix 2A and 2B to these General Requirements.

The office shall be provided with new furnishings and fittings as specified in paragraph 004.07 below and the Appendix 2B to these General Requirements.

The office building shall be completed and ready for occupation and use by the Engineer within 12 weeks from the Contract Commencement Date. Failure to comply with this requirement will result to a penalty of 1000 EURO/day calculated from the end of the 12-week period, but not more than 1% of the Contract price, and in a withholding of an additional EURO 100,000 from the subsequent interim payment certificate until the Contractor complies with this requirement.

#### **004.03. Laboratory Office**

The Contractor shall provide within the site laboratory specified in Section 005 below an office for use by the Engineer as specified in Sub-Clause 004.04 and Sub-Clause 004.05 and the Appendix 2A and 2B to these General Requirements.

The office shall be provided with new furnishings, fittings and equipment as specified in Sub-Clause 004.07 below and the Appendix to these General Requirements.

#### **004.04. Layout of Engineer's Contract and Laboratory Offices**

The Engineer's Contract Office shall have a minimum internal floor area of 200sq.m with provision for a minimum of 6 offices, a meeting room, kitchen, store room, ablution facilities (Male & female) and external covered car parking. (Appendix 2A). Details of the internal layout shall be agreed in consultation with the Engineer.

The Contractor shall submit details of all works necessary for the completion of the offices to the Engineer for approval based on the requirements of the whole of Chapter 004 and also incorporate the requirements as detailed in the Appendix 2A and 2B to these General Requirements defining floor areas and number of rooms and equipment / furniture. The details of each office shall be submitted for the Engineer's approval within 28 days of the Letter of Acceptance. The Contractor shall be responsible for obtaining any necessary permits, licenses, etc. for the work involved in providing the offices.

#### **004.05. General Requirements for Engineer's Offices**

A paved access road from the highway shall be provided to each office complex and covered hard standing shall be constructed to accommodate the number of vehicles specified in the Appendix to these General Requirements. Each office complex and its covered and open hard standing shall be surrounded by a 1.8 metre high security fence at least four metres from any external wall of the office. A lockable gate, sufficient for vehicle entry, shall be provided in the fence. The area within the fencing shall be well lit.

Throughout the construction period and for as long thereafter during the Defects Liability Period as the Engineer may require, the offices shall be maintained, repaired and serviced by the Contractor.

All buildings shall be insulated and weatherproof suitable for the climate. All windows shall be double glazed and have opening sashes. Entrances shall be provided with two sets of doors. Natural lighting and ventilation shall be provided to each room but adequate electric lighting shall be provided for working during periods of darkness. Every room shall be provided with at least three earthed electric power points with a total supply of 4 kilowatt per room.

Each room shall be provided with a split unit heating/cooling air conditioning unit suitable to maintain an internal temperature of 20 0 C to 25 0 C whatever the external temperature.

Ceiling heights shall be at least 2.6 metres.

Each building shall have an enclosed entrance lobby overlooked by one of the rooms.

Each kitchenette shall contain a sink, two base and two wall cupboards, a 150 litre refrigerator and a two-ring electric hotplate.

Wash-hand basins, showers and kitchenette sinks shall be provided with constant hot and cold water.

The layout, design, materials, workmanship, finishes, fittings and furnishings shall all be to the satisfaction on the Engineer.

The offices shall be properly cleaned by the Contractor daily for as long as they are required by the Engineer. Repairs to the buildings, contents and equipment, together with all services, shall be carried out by the Contractor immediately the need arises.

##### **Maintenance of Office**

The Contractor shall make all arrangements for, and pay for, all necessary charges for installation and the continuous provision and maintenance of the following services to the offices:

- a) The offices shall be cleaned by the Contractor on a daily basis for as long as such service is required by the Engineer. Repairs to the buildings, contents and equipment, together with all services including
- b) Electricity for lighting and power,
- c) Air-conditioning and heating,
- d) Fresh potable water,
- e) Hot water,
- f) Disposal of sewage and waste water,
- g) Disposal of solid waste,



h) Provision and maintenance of reliable high speed internet server /router with access by all Engineer's staff.

i) Supply to the Engineer and all Engineer's staff appropriate PPE including: safety helmets, safety shoes / boots, rubber boots, waterproof clothing, reflective jackets for both summer and winter conditions, hats, sunscreen (SP+50) and any other necessary protective clothing. Sufficient items shall be provided for the Engineer's staff and authorized site visitors and replaced as required.

#### **004.06. Temporary Offices**

Pending completion of the Contract Office specified above, the Contractor shall provide temporary office accommodation at or near the site at a location to be approved by the Engineer for the use of the Engineer. This temporary office accommodation shall be provided within 21 days of the Commencement Date and before the Contractor commences the Permanent Works on site. The temporary office accommodation shall have at least 60% of the required floor area of the permanent office, shall be furnished and equipped to the Engineer's requirements to a level not exceeding that specified for the permanent office, shall have adequate washing and sanitary, and heating and cooling facilities and shall be maintained by the Contractor. Furnishings for the temporary office may be new furnishings and equipment which will subsequently form part of the furnishings of the permanent office.

#### **004.07. Furniture for the Engineer's Offices**

The Contractor shall supply furniture and equipment as required by the Engineer of good quality suitable for hard and prolonged use. The list given in the Appendix of these General Requirements is indicative of the requirements but the Engineer reserves the right to make minor alterations to the list when the Contractor's organizational arrangements and the detailed layout of the offices are known. The Contractor shall obtain the approval of the Engineer for all items before purchase.

In addition to furnishings the Contractor shall supply at least two licensed copies of any proprietary software which the Contractor utilizes for the design, control, planning and operation of the works. The computer software shall be in the English language and shall be licensed for use by the Engineer. The Contractor shall supply a complete set of operating manuals, in English, for all software.

All furniture procured for the offices shall revert to the Employer at the end of the Contract or at such time that the offices are no longer required by the Engineer.

#### **004.08. Vehicles for the Engineer**

The Contractor is not required to provide vehicles for the Engineer.

#### **004.09. Communication Facilities for the Engineer**

The Contractor shall provide separate, direct international and local telephone lines and broadband internet access at the laboratory and contract offices. The Contractor shall allow for the purchase of the equipment and for rental, servicing and subscription costs and fees. The charges for international calls will be borne by the Engineer. The communication facilities shall be available at the same time as the offices in which they are located. Temporary offices shall be provided with at least local telephone and internet access services.

The Contractor shall pay all charges in connection with the use of these phones which shall be for non-international calls only. At the end of the Contract, and when no longer required by the Engineer, all communications equipment will revert to the Contractor.

#### **004.10. Miscellaneous Services for the Engineer**

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.

#### **004.11. Housing for Engineer**

The Contractor is not required to provide housing for the Engineer.

## **APPENDIX 2A**

### ***Engineer's Contract Offices and Office in Contractor's Laboratory***

The Engineer's offices and office in Contractor's laboratory as specified in Chapter 004 shall provide the following:

<b>ITEM</b>	<b>CONTRACT OFFICE</b>	<b>LABORATORY OFFICE</b>
Office 1	20 s q. m.	
Office 2	16 sq. m.	16 sq. m.
Office 3	16 sq. m.	
Office 4	16 sq. m.	
Office 5	16 sq. m.	
Office 6	16 sq. m.	
Conference Room	30 sq. m.	
Toilet Room (male/Female)		
Flush toilet cubicles (male)	3 no	1 no
Flush toilet cubicles (females)	2 no	
Wash hand basin	2 no	1 no
Shower	1 no	1 no
Kitchenette	12 sq. m.	5 sq. m.
Store room	12 sq. m.	5. sq. m.
Car parking space	30 sq.m	15 sq.m
Covered area for cars	4 cars	2 cars

Note that the Laboratory accommodation (including covered car parking) is for the exclusive use of the Engineer. The Contractor must allow for such additional space as he requires for his own staff.

**APPENDIX 2B**

***Furniture and Equipment for Engineer's Offices and Office in the Contractor's  
Laboratory***

The following list is indicative of the items required :

<b>ITEM</b>	<b>CONTRACT OFFICE</b>	<b>LABORATORY OFFICE</b>
Through-the -wall air conditioning/heating units	7	1
Desks with four lockable drawers (1.8m x 0.9m)	10	1
Padded, high back swivel chairs	4	1
Table (1.8m x 0.9m )	2	
Chairs with padded seats	12	3
Meeting room table (2.6m x 1.6m)	1	
Meeting room chairs	12	
Drawing board with parallel motion	1	
Drawing stools	1	
Plan chest – 8 drawers	1	
Drawing rack with suspension arms	1	
Filing cabinets with file suspension system ( 4 draws )	8	
Shelf units (stack of 5, 1.8m x 0.3m )	6	1
Cupboards ( 1.7m x 0.9m x 0.3m ) with 3 shelves and lock	7	
Telephone system with 5 extensions	1	
Single Telephone Installation		1
Internet access points	8	1
Crockery and cutlery	For 15 people	For 6 people
Drinking water dispenser 5 litre capacity	1	
Electric kettle 1 litre	1	1
Electric kettle 2 litre	1	

<b>ITEM</b>	<b>CONTRACT OFFICE</b>	<b>LABORATORY OFFICE</b>
Coffee maker 1 litre	1	1
Saucepans	2	2
Clothes stand	3	1
Refrigerator (150 Litres )	1	
Refrigerator (50 Litres )	1	1