
REPUBLIC OF MOLDOVA

MOLDOVA RURAL CONNECTIVITY PROJECT - P180153

NATIONAL ROAD ADMINISTRATION

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

Supervision of Rehabilitation Works under the Contract:

**MRCP/CS/C8/01: Construction Supervision of
Rehabilitation Works on Corridor 8 “G88: Cornești –
Boghenii Noi – Năpădeni – M5 and G86: G88–
Dereneu–G85”**

Issued on October 7th, 2025

Question 1

Section 2. Instructions to Consultants. E. Data Sheet *ITC 14.1.4*

“We kindly request to know the Maximum Budget. Please Clarify it.”

Answer

The RFP is developed based on the World Bank’s Standard Procurement Document, which aims to be used for procurement procedures under various procurement methods (QCBS, FB, QBS). Where the certain provisions of the Instructions to Consultants are only applicable to only specific procurement method, the respective provisions contain a statement to this effect. In this particular case, the **ITC 14.1.4** is express in stating that it is only applicable to procedures under Fixed-Budget selection method, as follows: “*For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.*” The Section 2. Instructions to Consultants - Data Sheet of the RFP is further expressly stating at paras. 14.1.4 and 27.2 as being **not applicable** for this procurement procedure. The same Section, at para. 2.1 states that the Method of selection: QCBS.

As per the published Procurement Plan, the estimated budget for this consultancy assignment is EUR 1.500.000,00.

Question 2

Section 2. Instructions to Consultants. E. Data Sheet *ITC 26.1 Exchange Rate*

“Normally, for the exchange rate is the before the deadline i.e. 7 days, 10 days, 14 days and etc. Prior to deadline of the submission of proposals. Please Clarify it.”

Answer

The respective date is used as a timewise point of reference to compare all financial proposal in the same currency. In this case such reference date refers to the date for submission of proposals, as clearly stated in the “**Instruction to Consultants**” (ITC) – **Data Sheet ITC 26.1**: “The single currency for the conversion of all prices expressed in various currencies into a single one is: Moldovan Leu. The official source of the selling (exchange) rate is: the National Bank of Moldova. The date of the exchange rate is the deadline for submission of proposals.”

Thus, the values shall be calculated in **Moldovan Leu**, at the exchange rate set by **National Bank of Moldova**, at the date indicated in the RFP as **deadline for submission of proposals**.

Question 3

Section 3. Technical Proposal – Standard Forms *Checklist of required forms*

“In accordance with the Checklist of required forms, only TECH-4 has limited pages. Could you increase the Page from 15 pages to 40 pages or delete page limit.”

Answer

Regarding to **RFP Section 3. Technical Proposal- Standard Forms** all Form TECH-4 *shall not exceed maximum 15 pages, including charts and diagrams*”.

Please refer to the Amendment no.1 for the increased limit of the pages number (twice compared to the original number).

Firms are invited to address in the respective part of the proposal only the pertinent and critical aspects of their approach and submit Proposals based on the page limits as stated in the RFP. The page limitation does not refer to any relevant attachments or supplementary information related to the information provided in Form TECH-4.

Question 4

Section 3. Technical Proposal – Standard Forms *Form Tech-2*

Section 7. Terms of Reference 4 Consultant’s Qualification, Team Composition, Staffing Input & Qualification Requirements

“As we understood TECH-2 is not required to be submitted at the Proposal Stage. According to ToR, it was evaluated the EOI Stage. Please Clarify it.”

Answer

Please follow Amendment no.1 to the RFP, issued on the same date as this set of clarifications.

Question 5

Section 7. Terms of Reference “Engineer”/ Project Director

“The Position of the “Engineer” / Project Director mentioned required qualification. To figure out the Person of the Project. It looks need to submit the CV. Please Clarify it.”

Answer

In accordance with **RFP Section 7. Terms of Reference: 4. Consultant’s Qualifications, Team Composition, Staffing Input & Qualification Requirements**: “The Engineer/ Project Director shall be a Chartered Engineer with demonstrated understanding and experience (>15 years) in management of FIDIC based Contracts.

In this regard, to demonstrated required qualifications, the Consultant is required to submit any form of the description of the expert’s experience, where the most obvious would be the CV for the “Engineer”/Project Director. Any other form describing the respective experience of the proposed specialist shall be acceptable as well.

Question 6

Section 7. Terms of Reference Short-term experts (as the need may arise)

“For the Short-term specialists/experts of the Minimum person-months is different. Please Clarify the exact person-month.”

Answer

Please follow Amendment no.1 to the RFP, issued on the same date as this set of clarifications.

Question 7

Section 7. Terms of Reference Short-term specialists/experts

“For the Short-term specialists/experts. Is it available to suggest for Key Staff and/or Non-Key Staff/Technical Support Staff?

And is it acceptable to propose the position as a home-based Engineer / Project Director?”

Answer

It is assumed that the question seeks to clarify whether the same person could be proposed both for any Key Staff position and for a Non-Key Staff. If this is the intended meaning of the question, such designation is not permissible. Considering the job specifics and time to be spent on site by the experts, two positions shall not be combined by one single candidate.

In the part referring to whether the Engineer / Project Director could be a home-based position, the RFP is based on the assumption that this role shall be executed by a home-based specialist from the Consultant’s headquarter.

Question 8

Section 7. Terms of Reference Short-term experts (as the need may arise)

“If only one single works contract will be signed, the Consultant will be required to mobilize only 1 (one) Site Supervisor, 1 (one) Land Surveyor and 1 (one) Laboratory Assistant. Does this imply that one engineer will be reduced/eliminated from each position?”

Answer

The RFP is developed based on the leading assumption that the Works will be contracted most probably in two separate lots (and, therefore, two independent works contractors). However, it also admits the option that both lots might be awarded to the same contractor, in which case a single Works contract will be signed.

Therefore, the Supervision Consultant to be selected under instant procedure **shall submit its proposal for two separate teams of experts to supervise two separate Works Contractors**. In the eventuality of awarding a single Works Contract, given the contract with the Supervision Consultant will be framed as a Time-Based contractual arrangement, consultant will be paid based on the actual input of the supervision personnel deployed to supervise the works, in which case some of the staff positions might become redundant.

It is specified in the “Section 7. Terms of Reference: 4. *Consultant’s Qualifications, Team Composition, Staffing Input & Qualification Requirements*, **Expertise required**:

“In case that 2 (two) works contracts will be signed, with 2 (two) different contractors for each Lot, the supervision team will need to mobilize 2 (two) Site Supervisors, 2 (two) Land Surveyors and 2 (two) Laboratory Assistants. **If only a single works contract will be signed, the Consultant will be required to mobilize only 1 (one) Site Supervisor, 1 (one) Land Surveyor and 1 (one) Laboratory Assistant.**”

Question 9

“Technical Proposal Form TECH-2: The Data Sheet (Point 10.1) indicates that the proposal includes form TECH-2. However, Section 3 (Technical Proposal Standard Forms) states "TECH-2 not applicable," and it is omitted from the checklist on page 41.

Please confirm whether the TECH-2 form is required for submission and, if so, if a standard template is available.”

Answer

Please follow Amendment no.1 to the RFP, issued on the same date as this set of clarifications.

Question 10

“Page Limit for Technical Proposal (TECH-4): The Data Sheet (Point 10.1) characterizes this as a Full Technical Proposal (FTP), for which industry standards typically allow for approximately 50 pages. The instructions for the TECH-4 form, however, specify a limit of 15 pages.

Please confirm the correct page limit for the TECH-4 section of the technical proposal.”

Answer

Please refer to Answer of Question 3.

Question 11

” **Project Duration Discrepancy:** The Terms of Reference (TOR), Paragraph 8, states the total project duration is 33.5 months. Section 7 (Implementation Arrangements) references a total project duration of 39 months.

Please clarify the correct total project duration and, if possible, specify the distinct periods allocated for construction supervision and the Defects Notification Period (DNP).”

Answer

Please follow Amendment Document no.1 to the RFP, issued on the same date as this set of clarifications.

Question 12

“Profiles for Non-Key and Short-Term Experts: According to the TORs page 98, it mentions that the “Consultant shall mobilise these experts as required according to the profiles identified in the Organisation & Methodology and these Terms of Reference “

Should the bidder outline the skills, the professional experience and the professional certifications of the non-key expert and short term we intend to assign to the project?”

Answer

Non-key expert will not be evaluated at this stage. Participants are not required to provide description of the skills, the professional experience and the professional certifications of such personnel.

At the contract stage, in accordance with provisions of the ToR, under *Specific Credentials and Job Description for other non-key Experts* (page 98), “The Employer’s agreement to a proposed expert shall be obtained prior to his coming/her coming in Moldova based on curriculum vitae supplied by the Engineer”, at which time such consultants will be evaluated.

Question 13

“We would like to request all available relevant documents (data, reports and etc.) for this project if there is any. to prepare the methodology”.

Answer

The design documentation could be accessed at the following link. Participants shall take note that such documents could be modified until the procurement procedure for the Works contract is finalized.

[http://files.asd.md/Directia_investitii/Volume 4.1 Technical Specifications\(004\).zip](http://files.asd.md/Directia_investitii/Volume_4.1_Technical_Specifications(004).zip)

http://files.asd.md/Directia_investitii/links/Drawings.zip

Question 14

Section 7. Terms of Reference.

“The duration of the services to be provided by the Consultant is stated differently on page 70 and page 109. We kindly request clarification as to which service duration is correct.”

Answer

Please follow Amendment Document no.1 to the RFP, issued on the same date as this set of clarifications.

Question 15

Section 2. Instructions to Consultants E. Data Sheet. ITC 17.7 and 17.9.

“We kindly request to extend the deadline for 2~3 weeks due to the National Big Holiday (Thanks Giving Day) from Oct. 3 ~ Oct. 12”

Answer

Please refer to the Amendment Document no.1 to the RFP, issued on the same date as this set of clarifications, for a modified date of proposals submission.

Question 16

As per ToR Para 2.8, the services of Supervision Consultant are stated to be for 33.5 months, whereas the same is stated for 39 months in ToR Para 7.1 The discrepancy needs rectification.

The Consultant’s services relate to Preconstruction, Work Supervision, Defect Notification Period and Performance Certification. The input of the essential key personnel like Team Leader/ Engineers Representative for 22.5-man months and non-key personnel like Site Supervisors for 21-man months as per ToR Para 4 is highly inadequate. In order to carry out an effective supervision, regular presence of supervisory personnel is needed both during the pre-construction, work supervision and Defect Notification Period. Therefore, kindly revisit, the implementation schedule and propose enough man months of Team Leader and Site Supervisors for effective and efficient implementation of supervision activities and administration of civil works contracts.

Answer

Please refer to the Amendment Document no.1 to the RFP, issued on the same date as this set of clarifications, for a consistent stipulation of the services duration.

However, please note that during the DNP the Consultant will have to monitor only the behavior of the works executed by the Contractor or to supervise the remedial works done by the Contractor if it will be the case and to prepare Defects Notification Period Reports. There is no need for a continuous presence of the Team Leader/ Engineers Representative and Site Supervisor during this period.

Question 17

As per ToR Para 3.14 and Task 2.3, the client envisages to engage a separate Design Sub-consultant. Kindly confirm that the Design Sub-consultant so engaged shall be fully responsible for preparing all the project designs including approval of the working drawings and revision of drawings if any as may be necessitated during actual construction. The Supervision Consultant’s shall however review the designs and shall be responsible for the implementation of project works as per the approved drawings made available by the Design Sub-consultant/client.

Answer

Design Sub-consultant has a role defined by the applicable law in the construction field (Code of Urbanism in Construction No 434 dated 28.12.2023). In the context of the mandate defined by the law the Design Sub-consultant is fully responsible to discharge the respective obligations.

Question 18

As per the Staffing table in ToR section 7 (note 1, page 87) if the civil works contracts are divided into two lots, the positions of site supervisor, land surveyor, and Laboratory Assistant must each be doubled (i.e. two staff instead of one). Kindly confirm whether, at the proposal stage, the consultant should prepare its technical and financial submissions on the basis of a single lot, or whether it should already account for a potential two lot scenario and include the corresponding double inputs.

Answer

Please refer to Answer of Question 8.

Question 19

“In the Section 3. Technical Proposal – Standard Forms, page 47, FORM TECH-4, it is the following note: “All Form TECH-4 shall not exceed maximum 15 pages, including charts and diagrams”

In our perspective, the TECH-4 has valuable information that will guide the entire process of developing the contract, and it should run through the below chapters and subchapters, which have a great number of pages over the 15-page set limit.

In the below table is an estimation of number of pages based on our prior experience with technical offer submissions:

Chapters and subchapters	Estimated number of pages
a) Technical Approach and Methodology. <ul style="list-style-type: none"> - our understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR); - technical approach, and methodology offeror would adopt for implementing the tasks <ul style="list-style-type: none"> o Environmental and Social (ES) aspects o managing cyber security risks related to the proposed consulting services contract o monitoring that cyber security risks are adequately managed by prospective contractor/s under the contract/s to be supervised/managed by the Consultant 	80-150 pages

<ul style="list-style-type: none"> - deliver the expected output(s), and the degree of detail of such output; - <i>other topics specific to supervision contracts vital for a correct and harmonious development of the contract.</i> 	
a) Work Plan. <ul style="list-style-type: none"> - the plan for the implementation of the main activities/tasks of the assignment. 	1-2 pages
b) Organization and Staffing <ul style="list-style-type: none"> - structure and composition of offeror’s team; - list of the Key Experts, Non-Key Experts and relevant support staff. 	10-15 pages

- Please confirm that the offeror can present a coherent, complete and detailed approach on the TOR (namely TECH-4) and that exceeding the 15-page limit will not result in disqualification or a reduction in points due to the number of exceeded pages.”

Answer

Please refer to Answer of Question 3.

Question 20

Regarding the Key Experts, as per Section 7. Terms of Reference, page 88: “*The Key Staff should possess University Degrees in Highway or Civil Engineering, or an equivalent technical qualification related to their respective proposed specialty in this project.*”

and

at the requirements for each key expert, the requirement is: “*University degree in civil engineering*”

- Please confirm if the presented key experts can meet the studies requirement of “*University Degrees in **Highway or Civil Engineering**, or an **equivalent technical qualification** related to their respective proposed specialty in this project*”

Answer

Please refer to Amendment no.1 to the RFP, issued on the same date as this set of clarifications for an extended range of fields of qualifications acceptable under the criterion at hand.

Question 21

Regarding the Team Leader / Engineer’s Representative (TL/ER) – Key Expert no.1, according to ToR requirements, the expert: “*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 2017 General Conditions of Contract, with minimum of 2 years’ involvement in each such projects*” We consider the requirements being too restrictive, as there are few contracts carried out under the FIDIC 2017, moreover, at least 2 contracts with a minimum participation of 2 years is (almost) impossible to achieve.

In one qualification criteria there are 3 major requirements:

- tight period of time (2017-present);
- number of contracts;
- years of involvement.

- We ask the Authority to accept and rephrase as following: “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

Please refer to Amendment no.1 to the RFP, issued on the same date as this set of clarifications for an extended range of fields of qualifications acceptable under the criterion at hand.

Question 22

For the key experts: **Materials Engineer (ME)** and **Quantity Surveyor (QS)**, the requirement is:

- a. The candidate is expected to have previous experience in the position of Materials Engineer (...);
 - b. The candidate is expected to have previous experience working as a Quantity Surveyor (...)
- Please confirm that the experience on similar positions (*ex: Quality Engineer, Quality Responsible, Materials control engineer, Quality control engineer / Quantity Engineer, Quantity Responsible, Cost Manager etc*) is accepted and scored, regardless of the name of the position held, but which involved similar responsibilities.

Answer

- a) For the position of Materials Engineer, the candidate must have a sound knowledge and prior experience in working with construction materials including soils, aggregates, Bitumen, Asphalt and Concrete testing. The Candidate should have knowledge of the relevant testing standards and test methods and of preparation of test reports. Experience in materials testing both in field and laboratory environments and in the coordination and management of the project quality control system for a project is desirable.
- b) For the position of Quantity Surveyor, the candidate must have sound knowledge and prior experience in the preparation and checking of the supporting documentation required for the production of a Payment Certificate including the RFIs, Measurement Sheets, and test reports. The Candidate should have sound understanding of the Contract Documents including the Bill of Quantities. A sound understanding of the Contract Quality Management System is desirable.

It is confirmed that the Expert’s experience in similar positions, involving similar roles and responsibilities will be accepted for evaluation purposes, regardless of the name of the position held.

Question 23

Regarding the Non-Key Experts, as per Section 7. Terms of Reference, page 98: “The CVs for Non-Key and Short-term Experts are not reviewed prior to the signature of the Contract and should not be included in technical proposals.”

- Please confirm that the Non-Key and Short-term Experts will not be nominated in the submitted offer.
- If so, please confirm that the offeror can not complete/fill in the second column in FORM TECH-6 – the **name** of Non-Key Experts.

Answer

It is confirmed that:

- (i) Non-Key and Short-term Experts shall not be nominated in the submitted proposal;
- (ii) Names of Non-Key Experts shall not be inserted in FORM TECH-6.

Question 24

Section 7. Terms of Reference Non-Key Experts’ Required Qualifications:

We understand that CVs for Non-Key and Short-term Experts are not included in the technical proposals. However, please confirm that the information (i.e.: name /date of birth) of the Non-Key Experts and Short-term Experts should be stated or allowed to be stated as “To be Named (TBN)” in both Technical and Financial Proposals

Answer

Please refer to Answer to the Question 23 above.

Participants shall include in the form the input for each position of non-key staff. For proper linkage of such input to the respective position, the name of position (not of the expert) only shall be provided in form.

Question 25

Section 7. Terms of Reference 7. IMPLEMENTATION ARRANGEMENTS
7.2 Facilities FACILITIES TO BE PROVIDED BY THE CLIENT

With reference to the Terms of Reference Page 109, it is stated that the Consultant shall provide international and national transportation.

1. We kindly request clarification whether the Consultant provide vehicles for project activities, or will such vehicles be provided by the Contractor.
2. If such vehicles will be provided by the Contractor, how many vehicles will be provided?

Answer

Please refer to the Section 7. Terms of Reference.7.2 Facilities to be provided by the Client, which states: “The Consultant will provide residential accommodation for their specialists, and local and international transportation, mobile telephones, topographical survey equipment, all necessary local support staff such as secretaries/interpreters, drivers, office assistants, field assistants, as well as any other goods, equipment or services for successful execution of Consultancy Services.”. This covers transportation arrangements as well. Therefore, Consultant is responsible for providing its own transportation. Moreover, in the Sub-Chapter 004.08 [Vehicles for the Engineer] from Technical

Specifications on Works Contract, it is stated: “The Contractor is not required to provide vehicles for the Engineer”. The whole Chapter related to Engineer’s Facilities from Technical Specifications can be checked in Answer to Question 27.

Question 26

Clause 2(8) of TOR, Page 70

Clause 7.1 of TOR, Page 108

“As per **Clause 2(8)**, the duration of the project is stated as follows:

- 0.5 months for pre-commencement
- 18 months for works supervision
- 12 months for the Defects Liability Period (DLP)
- 3 months for final closing

This results in a total project duration of **33.5 months**.

However, as per **Clause 7.1**, the project duration is stated as:

- 24 months for works supervision
- 12 months for the DLP
- 3 months for final closing

This results in a total project duration of **39 months** (pre-commencement not mentioned).

We kindly request clarification on the **correct total duration of the project from the commencement date**, and confirmation on which clause shall prevail for contractual and planning purposes.”

Answer

Please follow Amendment Document no.1 to the RFP, issued on the same date as this set of clarifications.

Question 27

Clause 7.2 of TOR, Page 109

“Kindly provide Chapter 004 – Engineer’s Facilities, Part 2: Requirements – Technical Specifications of the Works Contract, to enable the Consultants to accurately estimate the items that are not covered in the Works Contract.”

Answer

Please see below the provisions of Chapter 004 – Engineer’s Facilities, Part 2: Requirements – Technical Specifications of the Works Contract:

”

CHAPTER 004. ENGINEER'S FACILITIES

004.01. 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 in accordance with the Particular Conditions of Contract.

004.02. Laboratory Office

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 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.

The office for use by the Engineer shall be available at the same time as the laboratory becomes operational.

004.03. 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.

004.04. 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 meter high security fence at least four meters 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 Notification 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 °C to 25 °C whatever the external temperature.

Ceiling heights shall be at least 2.6 meters.

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.

004.05. 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.

004.06. 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 utilises 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.

004.07. Vehicles for the Engineer

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

004.08. 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.

004.9. 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.

004.10. Housing for Engineer

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

Measurement and Payment for Engineer's Office

Item 00401: The Engineer's Contract office will be paid for as a lump sum to include all specified furnishing and equipment in the following basis.

Item 00401: The Engineer's Contract office will be paid on the following basis :

80% of the accepted Lump Sum value upon confirmation that the Offices have been constructed and physically exist and subsequent acceptance by the Engineer that the offices are complete and accepted as being ready for occupation by the Engineer and his staff including confirming that all the specified furnishing and equipment is provided and the office is fit for use by the Engineer. (Appendix 2A and 2B).

20% of the Lump Sum value on completion of the project and demobilization / removal of the structure (or otherwise as agreed with the Engineer and Employer). The Offices may be required during the DNP.

Item 00402: Monthly payment for the maintenance of the Engineer's Contract Office will only commence when the offices are handed over to the Engineer, complete and furnished, with all services connected and operational.

If the office is to be removed at the conclusion of the works, then the Contractor must restore the site to its original condition, or, in the case of a brownfield site, when the site has been landscaped and re-vegetated to an acceptable standard.

There will be no separate pay item for the Engineer's Office and amenities situated in the Contractor's Laboratory. The provision of this office including all specified furnishing and equipment will be deemed to be included in the pay item for the Laboratory.

In the event that the Contractor fails to complete the works by the due date no payment will be made for maintenance of offices, or for the provision of services for the period between the scheduled completion date and the actual date of taking over. During this period the Contractor will be required to provide all maintenance and services to the Engineer at his own cost.

In the event that the Contractor fails to provide any of the items or services required under the contract for the Engineer, the Engineer shall provide such items or services and shall be reimbursed for them by the Employer. The cost of such provision by the Engineer shall be deducted from payments due to the Contractor and such deductions shall not be limited to the amounts calculated on the basis of the rates and prices in the Bill of Quantities but shall be the full cost of such provision as notified by the Engineer to the Employer.

Payment

No.	Item	Unit of Measure
00401	Provide and furnish contract office	Lump-sum
00402	Maintain contract office	Lump-sum

„

Additional information and descriptions of Engineer’s contract offices are provided in the Technical Specifications, in the Appendices to General Requirements Specifications.

The full provisions of the Technical Specifications related to the works’ contract, including the above-mentioned Appendices, may be downloaded following the link below:

[http://files.asd.md/Directia_investitii/Volume 4.1_Technical Specifications\(004\).zip](http://files.asd.md/Directia_investitii/Volume_4.1_Technical_Specifications(004).zip)

Question 28

Clause 7.2 of TOR, Page 109 Reimbursable items. i.e. Stationery, Cartridge, Toner, consumables

“The Client is kindly requested to clarify whether the necessary office supplies, stationery, consumables, etc., at the construction site will be provided through the Works Contract, or if the Consultants should include provisions for these items in their Financial Proposal.”

Answer

The necessary office supplies, stationery, consumables etc will not be covered through the works contract and shall be included in the Consultant’s financial proposal.

Please note that as per the provisions of Section 2. ITC 16.1-Data Sheet, the only accepted reimbursable expense is the cost of Designer’s Representative’s input. No other reimbursable expenses shall be accepted. All other costs which the Consultant might incur shall be deemed included in the remuneration costs.

Question 29

Additional - Vehicle and Residential Accommodation for Consultant’s Personnel

“As per general practice in construction supervision projects, particularly those funded by organizations such as the World Bank, the Contractor is typically responsible for providing transportation (vehicles) for supervision activities, as well as fully furnished residential accommodation, including maintenance, for the Consultant’s experts.

Therefore, we understand that the facilities for Vehicle and Residential Accommodation for Consultant’s staff are covered in the Works Contract. Kindly Confirm our understanding is correct.”

Answer

Please refer to the **Section 7. Terms of Reference.7.2 Facilities to be provided by the Client**, which states: “The Consultant will also be responsible for all salaries, fees, allowances, insurance, leave pay and taxes for the staff involved in the assignment.”. This includes residential accommodation for the Consultant’s staff as well. Therefore, the Consultant is responsible to provide accommodation to its personnel.

Additionally, please refer to the response to the Question 25 for more information regarding the question about the vehicle.

Question 30

Clause No. 24.1 (a) of SCC. *Professional Liability Insurance (PLI)*

The Consultant usually provides Professional Liability Insurance (PLI) coverage for all the projects under the company's umbrella policy taken from the Insurance Company established in the Consultant’s home country.

Kindly confirm whether the Client will accept the PLI insurance cover provided under the company’s umbrella policy by the Insurance Company established in the Consultant’s home country OR the Consultants are required to obtain a separate PLI policy from the insurance company established in the Client’s country?

Answer

There is no requirement for the specific place of residence of the insurer.

As well, consultant's umbrella policy is acceptable, subject to satisfaction of all conditions specified in the clause referenced in the question. Specifically, the coverage shall be extended to include the Client as beneficiary. It is up to the consultant to determine whether its current insurance coverage satisfies all the requirements or it is the case to seek alternative insurance meeting all the requirements.

Question 31

Clause 50.3 (1) & (2) of SCC. *Price Adjustment Formulas*

In this regard, it is submitted that in all the funded projects, the Consultants usually use the first formula i.e. $R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ for claiming the price adjustment for foreign and local currencies. In order

to eliminate confusion at the time of implementation of the project to use which formula for claiming the escalation, we request you to kindly delete the second formula i.e. $R_f = R_{fo} \times [0.1 + 0.9 \frac{I_f}{I_{fo}}]$

from both the Sub-Clause 50.3(1) and 50.3(2) of SCC.

Answer

Please refer to the Amendment Document no.1 to the RFP, issued on the same date as this set of clarifications, for the revised price adjustment formula.

Question 32

Clause 50.3 (2) of SCC. *Price Adjustment on Remuneration in Local Currency*

It is observed that in the RFP Appendix C is for both foreign and local currency Remuneration cost Estimate and Appendix ‘D’ is for Reimbursable Expenses Cost Estimate. Hence, **Appendix ‘D’ may be replaced by Appendix ‘C’** in this Clause.

Answer

Please refer to the Amendment Document no.1 to the RFP, issued on the same date as this set of clarifications.

Question 33

Clause No. 50.3 (2) SCC. *Price Adjustment on Remuneration in Local Currency*

The Client is requested to kindly insert number of months for price adjustment in local currency same as mentioned for foreign currency i.e. “*price adjustment in local currency shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13th the calendar month after the date of the Contract) as per formula given*”.

Answer

Please refer to the Amendment Document no.1 to the RFP, issued on the same date as this set of clarifications.

Question 34

Clause No. 54.1 of SCC. *Interest Rate on Delayed Payments*

The given rate of interest on delayed payment is too less. The Client is requested to kindly provide interest on delayed payment 12% per annum, so that the Client should be bound to make payment on time to the Consultant.

Answer

The Client has a very good track record of making payments in time, which is an assumption upon which setting the interest rate was based. As an effect, the respective clause, in the Client’s experience, has been never operated for lack of underlying reasons. In addition, in drafting the clause as it is, it has been assumed that the scope of the clause is not to assure high returns.

Therefore, the Client will not increase the interest rate on delayed payments beyond the current level, as proposed by the Consultant.

Question 35

Extension of Date

It is requested that the date of submission of the proposal may please be extended and a period of at least 3 weeks from the date of issue of clarifications so that our Experts can prepare a comprehensive proposal addressing all the issues of the RFP document /ToR.

Answer

Please refer to the Amendment Document no.1 to the RFP, issued on the same date as this set of clarifications, for a modified date of proposals submission.