

Terms of Reference

Design, supply and install Supervision Services for the construction and commissioning of an Animal By-product processing plant in Moldova

1. BACKGROUND

Moldova has received an Additional Financing (AF) from the International Development Association in the amount of US\$ 15.0 million for the Moldova Agriculture Competitiveness Project (MAC-P), hereinafter referred to as “the Client”.

The AF is going to be used for scaling up project activities under Component 1: *Enhancing Food Safety Management* aimed at strengthening human, institutional, and technical capacities of the country's food safety and quality management systems and ensuring regulatory and system compliance with sanitary and phytosanitary (SPS) standards on premium food export markets (primarily European Union [EU] and EU-aligned markets). To this end, the AF is financing a series of activities and investments aiming at establishing a comprehensive, EU-compliant system for the management of animal by-products (ABPs) unintended for human consumption.

Following the recent adoption of the ABP Law in 2019, the Government has reached an agreement with the World Bank over a project to establish a comprehensive, EU-compliant system for the management of ABPs unintended for human consumption.

A feasibility study for the construction of the Processing Unit for the Animal By-Products (ABPs) not intended for human consumption (UPSOA) has been developed under the responsibility of the Ministry of Agriculture and Food Industry.

The detailed report on the technical solution for ABP processing of cat. 1 and 2 in one line and cat. 3 in a separate line has been developed.

Based on the results of the Feasibility Study (FS) and the option selected by the Government, it is planned to initiate the investment process of construction of ABP processing facility in the central part of the country (*Criuleni district, at 40 km distance from the capital*). FS has provided a description of the equipment to be installed as well as for the general layout of the site, including flows of incoming and processed ABPs.

Considering the specifics of the procurement process for the processing facility, the Government has decided to follow design & build method - selection of single point of responsibility contractor, who will elaborate detailed design and will erect the facility, including responsibility to meet certain efficiency and production parameters.

Within this framework two separated procurement processes will be launched: one for the procurement of Design, Supply, and Installation of Plants as per the World Bank Standard Procurement Document (January 2021); second for the supervision of the civil, mechanical, and electrical works for the construction of the proposed ABP plant.

All fiduciary activity under the Project is undertaken by Consolidated Agricultural Projects' Management Unit, which will be the Client for this assignment.

2. SCOPE OF WORK

The overall objective of the assignment is to act as Supervision Consultant for the contract that is part of the scope of this assignment as defined in paragraph 1 Project background (see above).

In doing so the Consultant will have the role and attributions of the Project Manager as defined in the World Bank “Plant: Design, Supply, and Installation” Conditions of Contract as amended for the Contract that form this project, therefore the list of detailed tasks defined under p. 3 below is not exhaustive, and, whenever is included in the Conditions of Contract as defined above, the responsibilities and obligations of the Project Manager shall be fulfilled by the Consultant.

In addition, the Consultant will assist the Client with all aspects concerning contract administration and environmental and social (E&S) requirements specific to the Project.

With the involvement of the Consultant the Client will have access to the best practice in the implementation of the Project administration of works contract as well as advice on specific technical issues including E&S requirements. The consultant appointed as Supervision Consultant will be required to familiarise themselves with the local legislation in force, Financing Documents related to the Project and other World Bank key documents which govern lending policies and practices including, but not limited to:

- WB Standard Procurement Document, Request for Bids Plant, Design, Supply and Installation (January 2021)
- WB Environmental and Social Policy
- WB Procurement Policies & Rules
- Other related WB Policies, Strategies or Procedures as relevant to the Project:

3. DETAILED TASKS

3.1 Limitation of Consultant’s authority

The Consultant should perform his services for supervision as per World Bank “Plant: Design, Supply, and Installation” Conditions of Contract (January 2021) in close co-operation and consultation with the Client, and the Consultant shall have no authority to relieve the contractor of any of his duties or obligations under Contract as enumerated above. The Consultant should seek prior consent of the Client for the following actions:

- Approval of the Design;
- Approval of modification of the Work Programs;
- Approval of any Variations;
- Approval of any time extensions;
- Approval of any changes in Costs;
- Approval or disapproval of Contractor’s Claims.

3.2 Supervision of the contract

3.2.1 Contract Supervision

The Client will require the Consultant to perform the duties and authority of the Consultant as specified in or necessarily implied in the Contract. The applicable conditions of contract are the World Bank Yellow Book First edition 1999.

The Consultant shall perform its duties or act:

- Proactively, where the initiative lies with the Consultant in administering the Contract;
- Reactively, in response to the Contractor's or the Employer's requests; and,
- Passively, in observing the requirements of the Contract.

Wherever appropriate and not in conflict with the Contract the Consultant shall exercise every reasonable care to protect the interests of the Employer.

3.2.2 Commencement of Work on Site

For all Contract the Consultant will have the following obligations:

- Upon Commencement of the Plant, in accordance with the terms of the Contract, execute and deliver Commencement Certificates and obtain the countersignatures of the Contractor.
- If the Contractor do not receive possession of the site from time to time in accordance with the Contract, or if a Contractor does not receive a Commencement Certificate within any period stipulated in a contract, assess whether the Contractor is likely to suffer delay and/or incur extra cost and notify the Client accordingly.

3.2.3 Statutory Requirements

The Consultant will have the following obligations:

- Assist the Client in updating the technical documentation for authorization of execution and relevant permits/authorizations for the above;
- Assist the Client in renewal of construction authorization permits as required by local legislation;
- Obtain a copy and keep a file of any applicable standards, rules or regulations of all the relevant authorities and public bodies and companies, whose property or rights are affected or may be affected in any way by the Project. Monitor and report to the Client on obtaining compliance with the specified consents by the Contractor.
- If required by the Contractor and permitted by the Client, assist the Contractor in applications for detailed town planning consents, building by-law, building act, building and fire regulation approvals, EIA (Environmental Impact Assessment) approvals and other environmental permits and all other statutory approvals and consents required.
- Assist in any negotiation with any owners, lessors, adjoining owners, public authorities, licensing authorities and others for the purchase by the Client of the additional land under the Contract.
- Liaise as necessary with utility companies and other bodies, as appropriate, and assist in and co-ordinate such liaison as necessary.
- Draw up and maintain a schedule of all necessary statutory licences, permits and approvals necessary for the design, implementation and operation of the Project (the Schedule should identify the dates for submissions and approvals, and the person or persons responsible for making application for such licences, permits and approvals

either on their own account or on behalf of the Client or the Contractor). Check that such applications are made on time and assist in negotiations with other parties, as necessary from time to time.

- Coordinate with and assist the Client to ensure that all permits required are obtained on time.

3.2.4 Design Check

The Consultant will have the following obligations:

- Assess the adequacy of the basic environmental data used for the design;
- Assess the applicability of the design basis established for the detailed design;
- Check adequacy of the Contractor detailed design based upon own calculations and evaluations.

3.2.5 Approval of Design

For the design & build contract, the Consultant will have the following obligations:

- Review and approve the Design Documents prepared by the Contractor and the specified consents in accordance with the Contract, in particular to ensure that such Design Documents are in accordance with the:
 - Approved layouts;
 - Requirements of the contract and in particular the warranties given in the contract;
 - Client's requirements, Reference Design, and Technical Specifications.
- Assist the Client in obtaining the local design approvals by responsible bodies, if this is foreseen by local regulations and legislation.
- The Design Documents subject to Consultant's approval should comprise the documents as per local legislation in force.
- Receive the Design Documents from the Contractor, return within 15 days either with "no comments" or "minor comments" which do not require resubmission, or "specific comments" where the design is not in accordance with the contract. Where the Consultant has such specific comments, ensure that the Contractor returns his revised Design Documents for further comments within agreed time frames.
- Report to the Client on any non-compliance of the design likely to cause material delay or other adverse consequences.
- Receive copies in English and local language from the Contractor of such Design Documents submitted to the relevant authorities (including but not limited to State Expertise) for their approval and of specified consents which have been obtained in accordance with the Contract.
- Receive copies of the Final Design Documents incorporating comments arising from the design approval procedure and approve the Design in accordance with the Contract.
- At all times ensure that the Design Documents are commented upon and returned to the Contractor in accordance with the Design Submission Schedule and the Contract.
- Repeat the above process as necessary to ensure all the Design Documents are approved by the Consultant and Relevant Authorities and receives the Specified Consents.

3.2.6 Construction Risk Assessment

The Consultant will have the following obligations:

- Identification of hazards for the design and construction stages. This must comprise procedural risks, environmental and social risks, technical and quality risks, risk of cost overrun, risk of delays, risk to third parties, etc.;
- Assess the likelihood of these risks and the potential consequences;
- Identify possible mitigation measures; and
- Proactively and continuously seek to manage and reduce/eliminate hazards/risks.

3.2.7 As-Built Drawings and Documentation

For all Contract the Consultant will have the following obligations:

- Upon completion, receive from the Contractor for approval copies of all As-Built Drawings - in the English and local language - of the Permanent Plant as completed, and such other technical and design information and completion records relating to the said permanent works as specified in the Contract and as the Consultant or the Client may reasonably require.

3.2.8 Environmental and Social Matters

The Consultant will ensure that all applicable environmental and social requirements of the Bank are being adhered to and that the Client is duly informed about the requirements. This includes providing assistance to Client in implementation of the Environmental and Social Action Plan (ESAP), environmental and social monitoring plan, Stakeholder Engagement Plan (SEP) and preparation of annual environmental and social reports to the Bank using the approved WB reporting format. The Consultant will also need to supervise and monitor the implementation of the ESAP by the Borrower and the contract conditions by the Contractor.

3.2.9 Archaeological Remains

For all Contract, the Consultant will have the following obligations:

- Receive notice from the Contractor in the event of the discovery of any fossils, coins, articles of value or antiquity or other similar remains, dangerous dumpsites, hazardous contamination or munitions within the Site and advise the Client in relation to the steps to be taken in consequence thereof and the time and cost implications of such steps.
- Decide any extension of time and any additional payment to which the Contractor is entitled in accordance with the terms of the Contract as a result of discovery of any archaeological remains or dangerous dumpsites.

3.2.10 Health and Safety

The Consultant will ensure the Contractor prepares and implements a Construction Health and Safety Plan and where necessary, require the Contractor to provide and maintain at their own cost all lights, guards, fencing, warning signs and watching, for the protection of the Plant or for the safety and convenience of the public or others.

3.2.11 Programming and Monitoring Progress

For all Contract, the Consultant will have the following obligations:

- Advise the Client on compliance by the Contractor with respect to sub-contracting, as specified in the Contract.

- Upon receipt of the Contractor' Programme, and within the time stipulated in the World Bank Conditions of Contract, notify the Contractor, with a copy to the Client, whether the Programme complies with the Contract, and if not, in what respect does it not comply.
- Request the Contractor to provide an expected monthly cash flow requirement.
- Verify that the progress of the Plant is in compliance with the Programme and milestone schedule approved under the Contract on behalf of the Client. Notify the Client as far as possible in advance of any possible failure to attain a milestone by the applicable date or non-compliance with the Programme.
- Report on the Contractor' control of the progress of the Plant to ensure completion of the Plant within the time established in accordance with the Contract.
- If for any cause other than those listed in the Contract, the rate of progress of the Plant or any Section is at any time, in the Consultant's opinion, too slow to ensure the completion of the Plant or any Section by the Completion Date, instruct the Contractor in accordance with the World Bank Conditions of Contract in writing with a copy to the Client.
- Authorise any reasonable request by the Contractor to work outside agreed time windows (e.g. at night or on locally recognised holidays) to expedite progress so as to comply with the Completion Date for the Plant or any Section.
- Receive from the Contractor due copies of formal quarterly and monthly Progress Reports, in accordance with the World Bank Conditions of Contract, checking the same to ensure that they cover all relevant aspects of the Plant and highlights actual or potential departures from the Programme or the milestone, Payment or Design Submission Schedules and stating the proposed or necessary measures to be taken by the Contractor to overcome such departures; commenting on and supplementing as necessary such Progress Reports before forwarding them to the Client, and advising them of any necessary measures to be taken to achieve completion of each Section within the applicable Time for Completion.
- Convene formal monthly meetings ("Project Team Meetings") with Project participants and other relevant parties. These meetings must have a formal agenda and minutes.
- Check the provision of all necessary insurance, performance securities and warranties and other relevant contract documentation.

3.2.12 Consultant's Work Programme Report

In view of the above, within 28 days of issuance of the Consultant's consent to the Contractor' Work Programme, the Consultant will submit a report to the Client and the Employer (Consultant's Work Programme Report), which will include:

- a) Copy of the Contractor' detailed cash-flow estimates, in monthly periods or in accordance with milestone-based payment schedules, of all payments to which the Contractor will be entitled under the Contract;
- b) Copy of the Contractor' detailed Time Programme, showing the order in which the Contractor intends to carry out the Plant, including general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Plant and other information as may be deemed necessary and appropriate by the Consultant;
- c) A supporting report which will include:

- A list of critical path items and the related Contractor' estimates of delivery periods, accompanied by the Consultant's estimate of the latest delivery periods for each critical path item to warrant the completion in accordance with the Contract;
- For the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location and the expected dates of:
 - Commencement of manufacture;
 - Contractor' and/or the Consultant's inspections and tests; and
 - Shipment and arrival at the Site;
- Materials and plant selected by the Consultant for inspections and tests, including an appropriate specification of the tests to be carried out and the associated arrangements;
- Names and particulars, including gender, of the Contractor' representative and other superintendence personnel approved by the Consultant in accordance with the Contract;
- Names of subContractor consented by the Consultant in accordance with the Contract and, for each subcontractor, the cost and quantity of the subcontracted Plant; this section will include a brief justification for the Consultant's consent;
- Copies of all notices, consents, approvals, certificates or determinations given or issued by the Consultant within the reported period; and
- Other information as may be required by the Client.

3.2.13 Contract Monthly Progress Reports

The Consultant will prepare and submit to the Client monthly Progress Reports. The first Report will cover the period up to the end of the first calendar month following the Consultant's Work Programme Report. Each monthly progress report will include:

- a) Brief summary information about any events or circumstances which, in the Consultant's opinion, may create sufficient grounds for any time, claim and/or cost overrun under a Contract and the Consultant's recommendation of the measures being (or to be) adopted to overcome such events or circumstances and the contractual basis thereof;
- b) Comparison in the form of a chart showing the Contractor' original cumulative cash-flow estimate, in monthly periods, of all payments to which the Contractor will be entitled under the Contract and the actual payments certified by the Consultant up to the end of the reporting period. In the event of the cumulative amount of the actual monthly payment certificates being lower than the Contractor' estimates, the Consultant will accompany the chart with a supporting report and provide:
 - Details of any events or circumstances that have caused the discrepancy;
 - Assessment of the significance of such events or circumstances, including the Consultant's opinion on whether these may jeopardise the completion in accordance with the Contract;
 - Report on the measures being (or to be) adopted to overcome delays in respect of each event or circumstances and the contractual basis thereof;

- c) Comparison of the actual percentage completion of delivery compared with the planned for each critical path item identified in the Consultant's Work Programme Report; where any delivery is behind the Programme, the Consultant will comment on the likely consequences and state the remedial action being (or to be) taken;
- d) Comparison of the actual percentage completion of delivery compared with the planned for each main item of Plant and Materials, if not included in the list of critical path items;
- e) Information about the use of provisional sums and an appropriate justification thereof;
- f) Photographs showing the status of manufacture and of progress on the site;
- g) List of new quality assurance documents, reports on test results and certificates of materials;
- h) Safety statistics, as provided by the Contractor, including details of any major incidents and activities (e.g., strikes, riots, demonstrations, media attention, etc) relating to workers, public, and environment;
- i) List of all notices, consents, approvals, certificates or determinations given or issued by the Consultant within the reported period; and
- j) Other information, as may be required by the Client.

3.2.14 Quality Control

The Consultant shall:

- Develop a Quality Management Plan (QMP) for all aspects of the Project.
- Require the Contractor (and design consultants) to develop and adhere to a Project specific Quality Assurance Manual.
- Receive from the Contractor (and design consultants) the full particularised version of their Quality Assurance Manual in English and local language; as soon as possible check and comment upon the same and, if necessary, request the Contractor to amend the same.
- Audit the Contractor' and Sub-Consultants' QA implementation.
- Inform the Client if there are any difficulties in obtaining such a fully particularized Quality Assurance Manual in the form required by the Consultant. Carry out necessary oversight to ensure that the Contractor maintain an effective and sufficient quality assurance procedure for the Plant and monitor its operation.
- Ensure that the Contractor retain independent inspection companies acceptable to the Client, to undertake their own Quality Control (QC).
- Notify the Client if there is any failure of tests or inspection and if such failure is anticipated to cause delay to any Completion Date or other material adverse consequence; advice on further tests required and arrange that the Contractor carry out necessary rectification.
- Carry out oversight inspection of the work being executed by the Contractor to provide assurance as to the quality and standards of the materials and workmanship, and compliance with the specifications and drawings as included in the Contract, the Approved Design, the Detailed Drawings, the Method Statements, the Quality Assurance Manual and any agreed amendment thereto.

- At all reasonable times have access to the site and to workshops and places where materials or plant are being manufactured, fabricated or prepared for the Plant.
- Verify that independent testing of the materials or plant to be supplied under the Contract as is required by the Contract has been or is to be carried out in accordance with such requirements at the expense of the Contractor.
- Agree with the Contractor procedures and times for inspecting, witnessing or testing any materials or plant as provided in the Quality Assurance Manual or the Contract. Where notice of testing is required, give the Contractor not less than 72 hours' notice of intention to carry out an inspection or attend tests.
- Agree practical procedures with the Contractor for giving notice for any examination by the Consultant, which may be required before the Contractor can cover up or put out of view any part of the Plant. In accordance with such procedures, and the approved Quality Assurance Manual, examine where appropriate and check any part of the Plant which is about to be covered or put out of view; notify and advise the Client if any material defects are discovered and monitor the remedying of same.
- Request the Contractor to make available for review copies of all test results within a reasonable time of the test being carried out.
- Through oversight of the Contractor operations, or through on-site inspection, determine if any materials or plant are or are, likely to be, defective or otherwise not in accordance with the Contract, and reject such materials or plant.
- Take into consideration any reasonable requirement by the Client of inspection, testing of plant, goods or materials found to be defective pursuant to the Contract or where he has reasonable ground for suspecting the existence of a defect or defects. Carry out any such inspection and arrange such testing on behalf of the Client in accordance with the Contract.
- Afford full opportunity for the Client to ask for and to be present when examining and measuring any part of the Plant which is about to be covered up or put out of view, and examining foundations before any part of the Plant is placed thereon. Give reasonable prior notice to the Client whenever such part of the works or foundations is ready for such examination.
- Carry out, when requested by the Client, such other inspections, supervision of testing on-site or procure the carrying out by the Contractor of such tests and supervise the same and carry out such other acceptance procedures or arrangements with the Relevant Authorities.
- Supervise factory inspections, all installation work at the sites and commissioning/ testing of Project components, if required.

3.2.15 Site Management

The Consultant shall:

- Attend site meetings and endeavor to ensure that at all times outstanding problems are settled in order to avoid any delay or extra expenditure (having regarded, however, to the terms of the Contract and the limitations on the authority of the Consultant referred to under these ToR).
- Keep track on all interfaces, attend interface co-ordination meetings and assure that all

interfaces are properly managed and that interface problems are addressed and solved.

- Keep full and proper records of all meetings and discussions attended or conducted by the Consultant and make the same available for inspection by the Client forthwith on request.
- On request of the Client, attend meetings to resolve differences of opinion on general or technical matters.
- Ensure that the Client receives timely notice of and is permitted to attend all site meetings and other meetings with the Contractor.
- Notify the Contractor if the Consultant objects to any person who has conducted himself as incompetent or negligent; notify and advise the Client if this is the case and agree on any action to be taken.
- Advise the Client on the general organisation of the Contractor's resources at the Site, including management and programming systems, manpower, plant and equipment.

3.2.16 Installation, testing and acceptance

The Consultant should carry out the duties in relation to the installation testing and acceptance of the Plant as follows:

- Verify proper setting-out of the Facilities in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of the Employer;
- Attend the tests of Plant or any part of it as performed by the Contractor and to attest pass or fail of the Plant under such tests;
- Verify and certify the completion of the Plant or any or any part of it (issuance of Completion Certificate);
- Verify and certify the Commissioning, Guarantee tests and Operational Acceptance of the Plant or any or any part of it (issuance of Operational Acceptance Certificate);
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3.2.17 Payments and Accounts

The Consultant should carry out the duties in relation to payment of the Contractor's Plant in accordance with the Contract:

- Receive from the Contractor invoices pursuant to the Contract.
- Upon receipt of the Contractor's invoices, copy to the Client each such invoice and give due consideration to any comments of the Client;
- Check in accordance with the relevant provisions of the Contract the Contractor's invoices and resolve with the Contractor, where possible, any mistakes and queries which may arise in conjunction therewith; advise the Client of any adjustments considered necessary.
- Ascertain the amount to be certified in respect of the Contractor's invoices pursuant to the Contract. Within the times stipulated in the World Bank Conditions of Contract, issue a certificate addressed to the Contractor and the Client specifying the aggregate amount payable by the Client to the Contractor.
- Certify any additional amounts due to a Contractor in respect of valid claims notified in

accordance with the procedure set out in a Contract.

- Consider any invoices submitted by the Contractor pursuant to the Contract and certify any additional sums which the Consultant is empowered to certify as due, provided always that the Contractor has supplied sufficient particulars to enable the Consultant to determine the amount due.
- Collate and prepare quarterly budgets showing sums anticipated to fall due from the Client/Client to the Contractor, dates and amounts of invoices and certificates under the Contract and milestones values expected to be achieved in the quarter and deliver the same to the Client forthwith.
- Fully comply with the procedure for disputed certificates set out in the Contract. In particular, complete within two weeks any adjudication under the Contract, which may be required. Forthwith carry out any correction or modification of any certificate or other action authorised by the Contract whenever the Consultant considers it appropriate to do so.
- Within the times stipulated in the World Bank Conditions of Contract after receipt of draft Final Payment Certificate, work with the Contractor to agree a Final Statement.
- Maintain project accounts and prepare final project accounts.

3.2.18 Delays and Claims

The Consultant shall:

Check that the Contractor continue to give the details and notices that are required under the Contract relating to any delay and forward such details and notices to the Client.

- Notify the Client immediately if a Contractor fails to complete any Section within the applicable Completion Date or appears likely so to fail.
- Advise the Client on any difficulties that may arise generally in connection with the execution of the Plant.
- Receive notice of the intention of a Contractor to claim any additional payment within the times stipulated in the World Bank Conditions of Contract and adopt the stipulated process for claim resolution and notify the Client thereof.
- Upon the request of the Contractor, discuss the delay, the reasons therefore, determine and notify the Contractor of any extension of time and any amendments to any of the milestone, payment and design submission schedules. Where the delay has been caused by any of the causes referred to in the Contract or where an extension of time has been granted, consult with the Contractor on behalf of the Client, and send to the Client for its review, such revisions to the Programme, milestone, Payment and Design Submission Schedules which the Contractor considers necessary in consequence of any such delay or extension of time.
- Work with the Client and the Contractor to set up the Dispute Adjudication Board, as required under the World Bank Conditions of Contract, and follow up all requisite processes in addressing the Contractor or Clients claims.
- If necessary prepare a case for the application of Delay damages or a claim against the Performance Guarantee where a Contractor has failed to perform.

In addition to the above, in the event of receipt of a notice of claim from a Contractor, immediately thereafter, the Consultant will notify and copy the notice to the Client.

Promptly after receipt of any contractor's claim, the Consultant will provide the Client with an assessment of the Consultant's preliminary conclusions with regard to the potential outcome of the claim. The Consultant will require the Contractor to copy to the Client all accounts sent to the Consultant with regard to the Contractor's claim.

Prior to certification of any payment to a Contractor in relation to a Contractor's claim, the Consultant will have consulted with the Client on the grounds on which the Consultant intends to certify the payment. The Consultant will provide the Client with any particulars to enable the Client to establish its position with regard to the Consultant's certificate.

3.2.19 Completion and Defects Notification Period

The Consultant shall:

- Within the terms and conditions stipulated within the World Bank Conditions of Contract receive a request from a Contractor to issue a Taking-Over Certificate in respect of the Plant.
- Within 21 days of receipt of such a request, inspect the Plant with a representative of the Client.
- Provided that the Client has confirmed that they have no objection to the Consultant so doing, issue immediately to the Contractor, with a copy to the said parties, a Taking-Over Certificate stating the date on which the Plant were substantially completed in accordance with the Contract.
- Taking into account any comments of the said parties, give instruction in writing to a Contractor specifying all the work required to be done by the Contractor before the issuance of a Taking-Over Certificate; notify the Contractor of any defects in the Plant affecting Completion that may appear after giving such instructions and before completion of the Plant specified therein; provided that the Contractor has completed the Plant so specified and remedied any defects so notified to the satisfaction of the Consultant and the Client, issue a Taking-Over Certificate within the period as prescribed in the World Bank Conditions.
- Instruct a Contractor to search for defects and the cause thereof and to execute all such work of amendment, reconstruction, and remedying defects, shrinkage or other faults during the Defects Notification Period as prescribed within the World Bank Conditions.
- Monitor generally the Contractor in performing their obligations during the Defects Notification Period. Prepare and issue a Performance Certificate, within the times and using procedures prescribed within the World Bank Conditions.
- In the event that a Contractor refuses to carry out any rectification work, assist the Client in the employment of an alternative Contractor and in the recovery from the Contractor of the costs of employing the same where applicable.
- Advise the Client of the value of any completed Section and of any further information as may be necessary for calculating any adjustment in the amount of the Performance Security and any other bonds or securities procured by the Contractor to secure its obligations.
- Arrange for the return of any outstanding guarantees provided by Contractor, such as

performance securities.

3.2.20 Variations

The Consultant shall note that before agreeing to any modification or waiver of the terms and conditions of a contract or granting an extension of the time for performance (except in cases of extreme urgency brought about by unforeseeable events not attributable to the procuring entity), the Client shall obtain the Bank's no objection to the proposed modification, waiver or extension. All change or variation orders made in accordance with the terms and conditions of the Contract are subject to the Bank's review before a no-objection can be given for disbursement.

The Consultant will assist the Client to comply with the procedures agreed with the WB.

Unless, in the opinion of the Consultant, an emergency occurs affecting the safety of life or of the Plant or of adjoining property, the Consultant will provide a preliminary report to the Client on any prospective variation, outlining the basis for the Consultant's valuation of the variation, including but not limited to the following:

- The Consultant's opinion on the extent, if any, of applicability to the varied Plant of the rates and prices set out in the Contract; when expressing an opinion, the Consultant will take into account the actual or expected currencies of cost (and the proportions thereof) of the inputs of the varied work without regard to the proportions of various currencies set out in the Contract;
- The quantity and the value of the varied Plant that can be determined using the rates and prices set out in the Contract;
- The quantity and the Consultant's estimate of the value of the varied Plant, which can be determined using the rates and prices set out in the contract as the basis for valuation: the Consultant will provide a detailed breakdown of the rates and prices set out in the Contract and identify the price components that the Consultant used or intends to use for the valuation of the varied works;
- The quantity and the Consultant's estimate of the value of the varied Plant, which can only be determined using the rates and prices agreed to be agreed upon between the Consultant and the Contractor. The Consultant will provide to the Client with an appropriate justification of the basis for the agreement.

In case of a variation, the Consultant will follow the procedures and conditions stipulated within the World Bank Conditions:

- However, in the event that the Client orders changes to the Approved Design, and if the compliance with such order has, in the opinion of the Consultant, materially delayed or is potentially likely to delay the Completion Date for the Plant or any Section, determine the extension of time and the additional payment to which the Contractor will be entitled in accordance with the terms of the Contract.

3.2.21 Suspension

If in the Consultant's opinion, a suspension is required, the Consultant will initially consult with and seek the approval of the Client. After receiving their approval to issue a suspension, the Consultant will follow the procedures and conditions established in the World Bank Conditions of contract.

3.2.22 Default and Disputes

The Consultant shall:

- Notify the Client immediately if a Contractor is failing to comply with its obligations under a Contract. Discuss with the Client possible remedies, and advise on the rights and obligations of the parties under the Contract.
- As soon as may be practicable after any entry and termination by the Client in accordance with a Contract, adopt the procedures and conditions stipulated in the World Bank Conditions.
- If any urgent remedial work is necessary, act in accordance with the Contract, and otherwise advise the Client on carrying out the same by the Contractor or, if impossible to do so, discuss such failure with the Client.
- If any dispute or difference is referred to arbitration, assist the Client generally in respect of such arbitration provided always that the Consultant will not be required to act improperly or contrary to his obligations as the Consultant under the Contract.
- In the event of termination, provide advice and assistance in connection with the departure of a Contractor from the site and the assignment of the benefit of any agreement for the supply of goods, materials, services and/or execution of any works.
- Advise the Client of their rights upon the occurrence of any Force Majeure event.

4. IMPLEMENTATION ARRANGEMENTS

4.1 Timing

The assignment is expected to start on Q3 2023 and have duration of 18 month plus 12 months of Defects Liability Period.

4.2 Facilities

The Consultant will supply all necessary office space, transport, computer hardware and software required to deliver the services, together with the necessary office equipment.

The Consultant will provide residential accommodation for their specialists, and local and international transportation. The Consultant will also be responsible for all salaries, fees, allowances, insurance, leave pay and taxes for the staff involved in the assignment.

All available Project information (including copies of all critical documentation such as; the Environment and Social Impact assessment, Stakeholder Engagement Plan and Environmental and Social Action Plan reports and documents will be made available for the Consultant by the Client.

4.3 Special arrangements

It is expected that during the discharge of their duties the Consultant will apply international best practice in all fields including, but not limited to, the areas of environmental best practice

and the promotion of gender equality. This will include an expectation to identify issues related to the overall performance of both the Client and the Project which might impact either positively or negatively on the effective promotion of gender equality or social and environmental best practice. In that regard, it is anticipated that where the Consultant provides guidance and support in the development of policies, procedures and documentation for the Client/Client they will ensure that these are drafted to promote environmental and social best practice whilst also promoting gender equality, non-discrimination and addressing any barriers impacting women or men disproportionately, be this related to staff of the Client, potential tenderers and Contractor or other Project stakeholders. Where issues are identified, the Consultant is expected to raise these with the Client and in turn ensure that any design, management and/or monitoring activities include measurable targets to strengthen/safeguard equal opportunities, and that these are implemented and monitored, accordingly¹.

5. REPORTING AND DELIVERABLES

The Consultant will report to the Client's nominated representative on all aspects of the Assignment. The Consultant will also liaise with the Bank's team to ensure that the WB is regularly updated on the progress of the Assignment and status of Project implementation.

The Consultant will provide deliverables addressing in detail all tasks as specified in Section 3: Scope of Work. Unless otherwise agreed, all deliverables and documents will be in English and Romanian languages and submitted both in hard copy and electronically.

All Project reports issued by the Consultant shall be reviewed and approved by the Client. A period of two weeks shall be allowed for the review and approval.

The Consultant will provide the Client and the WB with information, designs, data and documentation through submission of periodic reports prepared during the course of its service or specific reports prepared at the request of the Client. In addition, the Consultant will prepare and maintain full and proper records of all meetings and discussions. Reporting will include at least the following:

Report	Date	No. of copies in English	No. of copies in Romanian
Design Review Report	Within 21 days following submission of design by Contractor	1	1
Inception Report	Mobilisation + 4 weeks	1	1
Monthly Progress	Within 10 working days of end of a reporting period	1	1

¹ For further on WB's approach to the promotion of gender equality, reference should be made to the WB's Strategy for the Promotion of Gender Equality. Guidance may also be sought from WB's Gender & Inclusion Team for any specific issues relating to the Project.

Quarterly Progress	Within 10 working days of end of a reporting period	1	2
Draft Project Completion	On Project Completion	2	2
Project Completion	Within 4 weeks of receiving the Client's comments	2	2

5.1 Design Review Report

The Consultant is required to study the design specifications and estimates based on the review of the design package. The report shall provide the review results and comments or recommendations of the Consultant to the Client.

5.2 Inception Report

This will take the form of an **Assignment Implementation Plan ("AIP")** *divided by task*, to include:

- a. **Analysis of Key Challenges** and risks associated with the Tasks and the measures proposed to deal with them, identifying the parties responsible for the remedial actions and a practical timeline;
- b. **Assessment of Training Needs** required for clarification with regards WB requirements
- c. **Client Training Plan**, if deemed necessary;
- d. **Identification of Human Resources** that will be required to implement the Task(s) as relates to the Consultant's staff and the Client's staff including an **Organisation Chart** showing management positions and reporting lines;
- e. Detailed **Project Programme** using Microsoft Project (or similar software as approved by the Client) for completion of the whole Project - showing all activities and key events in line with the Task(s)
- f. **Procurement and Implementation Plan** setting out the responsibilities, duties and authorities of the parties involved in the design and construction of the Project, together with all necessary procedures for communications, meetings, reporting, change control, quality control, etc. as are necessary for the efficient running and control of the Project;
- g. **Capital Budget and Cash-flow** showing all expenditures. A budget/cash-flow report will be incorporated in the monthly reports, showing: (a) the original budget, revised total estimate, and actual or expected variance for each item; (b) actual and forecast cost overruns; and (c) recommendations and/or details of actions to mitigate and/or recover any such cost over-runs;
- h. **ESAP Implementation Plan** specifying the responsibilities and where applicable, split each ESAP action into simple steps/tasks bound to a timeline. If there are any unfeasible or unrealistic actions or deadlines, these needs to be raised together with alternative actions and deadlines for WB's and the Client's consideration.
- i. **Monitoring and Verification Plan** to support Project monitoring and verification, in terms of energy savings, in accordance with specific energy requirement and following relevant legislation and international standards.
- j. **Plan for Project Control and Reporting**, which will include *inter alia*: the proposed arrangements for cost tracking, control and reporting, and the proposed arrangements for progress measurement, control and reporting in line with the Financing Documents.

5.3 Monthly Progress Reports

These will be submitted to the Client and set out clearly the Project's achievements over the previous period in terms of function, quality, cost, time, etc. and identifying the activities to be undertaken in the succeeding period. The reports, to be broken down by Task(s) will include:

- Progress to date versus progress in the AIP, for each activity, with special reference to progress within the reporting period;
- Actual or expected deviations from the AIP, and the implications to the target completion dates;
- Recommendations and/or actions proposed/taken within the Consultant's delegated authority to mitigate and/or rectify such deviations;
- Formal, clearly stated opinion from the Consultant on whether the Project will be completed on time and within budget;
- Cost report showing the original budget, revised total estimate and variance for each budget item and highlighting any actual or expected variance in the overall Project cost;
- Progress report (using appropriate presentation formats: e.g. Gantt charts, S-curves, etc.) showing progress to date versus the plan for each activity, actual or expected deviations from the original plan and highlighting the implications for meeting the overall target completion date;
- Any developments likely to affect Project viability;
- Key personnel changes;
- Statement of those items that are not conforming to the Programme or to the milestone, payment or design Submission Schedules and those quality matters that are a cause for concern;
- Schedule of certifications for payment during the reporting period and a forecast of the likely certifications during the succeeding month.
- The breakdown of activities performed to date by the Consultant including the resources (staff inputs used per each activity) used to date.
- The breakdown of activities performed by the Consultant in the reporting period including the resources (staff inputs used per each activity) used during the reporting period.
- The analysis of resources (staff inputs used per each activity) actually used during the reporting period against the previously estimated situation.
- The breakdown of activities to be performed by the Consultant in the upcoming reporting period including the resources (staff inputs used per each activity) estimated during the upcoming reporting period.

Such Monthly Reports will be issued within 10 working days of the end of the reporting period and incorporate the reports of any other consultants and Contractor as appropriate, and be in a form acceptable to the Client and Lenders.

5.4 Quarterly Progress Report

The Consultant will be required to give formal representations, to be included in *Quarterly Progress Reports*. The format of quarterly reports shall be agreed by the Client and the WB

and shall be based on the requirements of the Financing Documents to include, but not be limited to, the following:

- chart and description of work and goods of each stage;
- comparisons of actual and planned progress including percentage completion achieved for each activity;
- details of any aspects which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome such aspects;
- copies of the assurance documents, test results and certificates of any materials, if applicable;
- safety statistics, including details of any hazardous incidents and activities relating to environmental and social aspects and public relations. Specific attention to immediate reporting in line with the Financing Documents should be in place;
- update on implementation status of ESAP (progress of implementation indicated clearly for each mitigation measure in a separate column of the ESAP table), RAP/LRP (if relevant), SEP and environmental and social monitoring plan indicating any predicted delays, and preventative measures proposed to address such delays;
- any major changes in the Project design and/or capacity that represent a material change to the originally approved WB Project. All such cases should be brought to the immediate attention of the WB Operation Leader
- donor visibility actions undertaken during the relevant reporting period
- other information as relevant, including progress with an Project indicators
- The breakdown of activities performed to date by the Consultant including the resources (staff inputs used per each activity) used to date.
- The breakdown of activities performed by the Consultant in the reporting period including the resources (staff inputs used per each activity) used during the reporting period.
- The analysis of resources (staff inputs used per each activity) actually used during the reporting period against the previously estimated situation.
- The breakdown of activities to be performed by the Consultant in the upcoming reporting period including the resources (staff inputs used per each activity) estimated during the upcoming reporting period.

The Quarterly Evaluation Reports must include all the information needed for the Client and the project's financiers to understand the progress in implementation of works supervised, the issues encountered, the potential risks and mitigation factors (if any), the activities and resources used by the consultant and the estimated activities and resources needed to compete the assignment as well as any measures proposed to use efficiently the resources available under the contract. Failing to do so may result in rejection of the report and the associated payment.

5.5 Project Completion Report

- At Project completion, prepare a draft *project completion report* for comment by the Client within four weeks of receipt. The final Project completion report should be submitted within four weeks of receiving the Client's comments. The Final Report will

be a review of all Consultants' tasks, the level to which they were fulfilled and will include all necessary conclusions and the final ESAP implementation progress update. If the Consultant's assignment terminates ahead of the Project Completion an agreed draft template should be submitted to the Client.

6. PROFILE OF THE CONSULTANT

The consultant must be a registered firm or association/joint venture of firms (corporate services are required) having experience, technical and organisational capabilities and qualified personnel to complete the assignment. The following criteria will be applied to evaluate experience of the consultant:

• Core business and years in business:

- at least 10 years of experience in engineering and consulting services. As a proof of compliance, the consultant shall provide the following documents in the Technical Proposal (in case of JV must be provided for each partner):
 - copy of valid business license from county of origin (if such activity is subject to licencing in the consultant's country) and copy of the registration certificate (issued not earlier than 2 years prior to the proposal submission deadline);
 - copy of articles of incorporation;
 - signed & stamped list of completed projects as firm, incl. contacts for reference check.

• Qualifications in the field of the assignment:

- at least 2 construction supervision assignments in ABP facilities construction, slaughterhouses area each with a value equivalent EURO 400,000 successfully and substantially (at least 80%) completed either alone or as a member of a JV with a minimum participation of 50% during the last 10 years starting 1st of January 2013 and the deadline for submission of proposal;
- at least 1 completed project during the last 10 years in supervision of works under World Bank conditions of contract or other internationally recognized conditions of Contract (in the region, country) with a minimum amount of 30% own input

As a proof of compliance with the above requirements, the consultant shall provide a signed and stamped list of related Contract, incl. amounts, brief description of the assignment, contacts for reference check, pictures (photos with date and place), copy of the main contract pages and commissioning letter/letter of acceptance or reference letter from the client.

• Professional and financial strength:

- the number of permanent staff of the consultant must be at least 10 for each of the last 5 years starting 1st of January 2018 and the deadline for submission of proposals. As a proof of compliance with this requirement the consultant shall provide a signed and stamped staffing table;
- the average annual turnover of the consultant must be at least EUR 500,000 equivalent for each of the last 3 years starting 1st of January 2020 and the deadline for submission of proposals. As a proof of compliance with this requirement, the consultant shall

provide audited balance sheets or verified financial statements covering the required period.

The Consultant shall retain personnel, with the required qualifications, for the tasks described above, covering the following disciplines. The indicative inputs and required qualifications for the Consultant's team are presented below.

The Consultant should comply with the local legislation requirements, and should cover the following domains of attestation (either with key or non-key staff) for technical supervision as per Government Decree no. 329 dated 23.04.2009 (including subsequent amendments):

- p. 20. 1) a), b), d), e) and f);
- p. 20. 2) a) and g);
- p. 20. 3) c), d), e), m), o) and y);

Position	Description	Indicative inputs in man-days
KE-1	<p>Team leader</p> <p><u>Qualifications and skills</u></p> <ul style="list-style-type: none"> • B.Sc. / B.Eng. / B.Arch. in civil engineering, architecture, engineering and management or similar; • Competence in project management, confirmed by postgraduate qualifications in this field, the study document being recognized by a national or international public authority; • English is mandatory, knowledge of Romanian would be an advantage <p><u>General professional experience</u></p> <ul style="list-style-type: none"> • at least 15 years of professional experience • at least 10 years' experience in design and Construction Supervision • Experience in similar works of such magnitude <p><u>Specific professional experience</u></p> <ul style="list-style-type: none"> • at least 7 years of experience as Team Leader/Deputy Team Leader (out of which at least 4 years as Team Leader) in similar projects in design and construction supervision • experience in supervision of at least 2 Contract under FIDIC / World Bank general conditions of Contract 	100
KE-2	<p>Permanent site Engineer</p> <p><u>Qualifications and skills</u></p> <ul style="list-style-type: none"> • B.Eng. / B.Arch. in civil engineering, architecture or similar; • Romanian is mandatory, English would be an advantage 	300

	<p><u>General professional experience</u></p> <ul style="list-style-type: none"> • at least 15 years of professional experience <p><u>Specific professional experience</u></p> <ul style="list-style-type: none"> • Specific experience of at least 5 years as Permanent site Engineer, in supervision of building works. • Having a specific experience in similar works for at least 3 projects of such magnitude at due position. • Proved familiarity with FIDIC / World Bank general conditions of Contract 	
KE-3	<p>Senior Electro-Mechanical Engineer</p> <p><u>Qualifications and skills</u></p> <ul style="list-style-type: none"> - At least a university degree in electrical engineering, mechanical engineering or similar - Romanian is mandatory, English would be an advantage <p><u>General professional experience</u></p> <ul style="list-style-type: none"> - At least 5 years of postgraduate professional experience in a field relevant to this assignment, including supervision electrical installations of civil and mechanical works. <p><u>Specific professional experience</u></p> <ul style="list-style-type: none"> - Successful participation in at least 2 projects for the supervision of similar works at due position 	60
KE-4	<p>Senior water and sewage engineer</p> <p><u>Qualifications and skills</u></p> <ul style="list-style-type: none"> • B.Sc. / B.Eng. / B.Arch. in civil engineering, water supply, sewage or similar; • Romanian is mandatory, English would be an advantage <p><u>General professional experience</u></p> <ul style="list-style-type: none"> • At least 5 years of postgraduate professional experience in a field relevant to this assignment, including supervision of external and internal water supply and sewage works. <p><u>Specific professional experience</u></p> <ul style="list-style-type: none"> • Having a specific experience in similar works for at least 2 projects of such magnitude at due position. 	60
KE-5	<p>Senior HVAC engineer</p> <p><u>Qualifications and skills</u></p> <ul style="list-style-type: none"> • B.Sc. / B.Eng. / B.Arch. in civil engineering, HVAC or similar; 	60

	<ul style="list-style-type: none"> • Romanian is mandatory, English would be an advantage <p><u>General professional experience</u></p> <ul style="list-style-type: none"> • At least 5 years of postgraduate professional experience in a field relevant to this assignment, including supervision of HVAC works. <p><u>Specific professional experience</u></p> <ul style="list-style-type: none"> • Having a specific experience in similar works for at least 2 projects of such magnitude at due position. 	
KE-6	<p>Senior industrial equipment engineer</p> <p><u>Qualifications and skills</u></p> <ul style="list-style-type: none"> • B.Sc. / B.Eng. / B.Arch. in civil engineering, industrial or similar; • Romanian and English are mandatory <p><u>General professional experience</u></p> <ul style="list-style-type: none"> • At least 5 years of postgraduate professional experience in a field relevant to this assignment, including supervision of industrial equipment installation works. <p><u>Specific professional experience</u></p> <ul style="list-style-type: none"> • Having a specific experience in similar works for at least 2 projects of such magnitude at due position. 	60
KE-7	<p>FIDIC/World Bank contract management / claims expert</p> <p><u>Qualifications and skills</u></p> <ul style="list-style-type: none"> - At least a university degree in relevant field: procurement, contract management, law, engineering etc. - English is mandatory, knowledge of Romanian would be an advantage <p><u>General professional experience</u></p> <ul style="list-style-type: none"> - At least 8 years of postgraduate professional experience in a field relevant to this assignment including supervision of civil works. <p><u>Specific professional experience</u></p> <ul style="list-style-type: none"> - Successful participation in at least 3 projects for the supervision of civil works including in Contract management and claims under World Bank or FIDIC conditions of contract 	40

All key experts are expected to spend at least 70% of the time on the project sites (works sites and project office)

Non-Key experts

The Consultant will also be expected to provide local supervision staff (would be evaluated as one group) as follows:

Position	Description	Indicative inputs in staff days
NKE-1	QA Manager/Auditor B.Sc. degree in civil engineering or similar; At least 5 years as QA manager and auditor for similar projects	22
NKE-2	Structural Engineer At least 5 years of postgraduate professional experience in structural design of buildings with 2 years being in supervision. Should be familiar with governing design codes in the country	22
NKE-3	Health and Safety Specialist At least 5 years' experience in Construction as Health & Safety engineer supervising the implementation of H&S plans as well as the relevant legislation during construction	22
NKE-4	Environmental Specialist At least 5 years' experience in Construction as Environmental engineer supervising the implementation of H&S plans as well as the relevant legislation during construction	22

The list of non-key staff is not exhaustive and could be complemented by the Consultant in its proposal by any other non-key staff as deemed necessary by the Consultant.

All non-key experts are expected to spend at 100% of the time on the project sites (works sites and project office)

The CVs of non-key experts are not required to be submitted with the proposal.

In addition to the above key and non-key specialists, the Consultant will provide a backstopping pool of expatriate and/or local specialists to cover special needs arising under such disciplines as structures, lighting, heating, quantity surveying etc. The cost of backstopping should be included in the fees of other experts.