

**REQUEST FOR EXPRESSIONS OF INTEREST  
(CONSULTING SERVICES – FIRMS SELECTION)**

**Republic of Moldova**  
**Moldova Water Security and Sanitation Project**  
Project No.: **P173076**  
Credit No.: **7027-MD**

Assignment Title: **Technical Supervision Services for the design, supply, construction, testing and commissioning of the Wastewater Treatment Plant and the sewerage infrastructure in Soroca municipality**

Reference No. (as per Procurement Plan): **MD-PIU-NORLD-346202-CS-QCBS**

The Government of the Republic of Moldova has received financing from the World Bank toward the cost of the Moldova Water Security and Sanitation Project (MWSSP), and intends to apply part of the proceeds for consulting services.

The consulting services (“the Services”) include the provision of support in the administration and supervision of the contract for the Plant design, supply, construction, testing and commissioning of the Wastewater Treatment Plant and the sewerage infrastructure in Soroca municipality, Republic of Moldova, as well during the defect liability period, with due diligence, to carry out the assigned duties in the Contract and furnish other services as described in the Terms of Reference. The Services to be provided by the Consultant are expected to last 31 months for design, construction supervision and closing activities (Phase I) and 12 months for defect liability period (Phase II), this will be subject to the successful performance of the Consultant in Phase I. The services will be contracted on a time-based principle.

The detailed Terms of Reference (TOR) for the assignment can be found at the following website: <https://www.ondrl.gov.md> (link: <https://ondrl.gov.md/categorie/proiectul-saasm/anunturi-saasm/>) or can be obtained at the email address given below.

The Moldova Water Security and Sanitation Project now invites eligible consulting firms (“Consultants”) to indicate their interest in providing the Services. Interested Consultants should provide information demonstrating that they have the required qualifications and relevant experience to perform the Services. The shortlisting criteria are: (i) General experience of at least 10 years in engineering and consulting services; (ii) Specific experience in at least 3 completed projects during the last 10 years in supervision of works contract (at least 1 related to WWTP construction supervision and at least 1 project financed by IFI), or other internationally recognized conditions of Contract (in the region, country) with a minimum amount of 30% own input; and availability of human resources for the successful execution of the proposed assignment. Key Experts will not be evaluated at the shortlisting stage. The scores that will be assigned to the consulting firms at the evaluation of the Expression of Interest are: 40 points for general experience and 60 points for specific experience, in total 100 points. Passing score is 70 points.

The attention of interested Consultants is drawn to Section III, paragraphs, 3.14, 3.16, and 3.17 of the World Bank’s “Procurement Regulations for IPF Borrowers”, dated November 2020 (“Procurement Regulations”), setting forth the World Bank’s policy on conflict of interest.

Consultants may associate with other firms to enhance their qualifications, but should indicate clearly whether the association is in the form of a joint venture and/or a sub-consultancy. In the case of a joint venture, all the partners in the joint venture shall be jointly and severally liable for the entire contract, if selected.

A Consultant will be selected in accordance with the **Quality and Cost-based Selection** method set out in the Procurement Regulations.

Further information can be obtained at the address below during office hours 09.00 to 17.00 local time in the Republic of Moldova.

Expressions of interest must be delivered in a written form to the address below (in person, or by mail, or by e-mail) by October 07, 2024, 17:00 local time in Moldova.

**Contract address:**

P.I. National Office for Regional and Local Development,  
Moldova Water Security and Sanitation Project (PIU)

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## TERMS OF REFERENCE

### for Technical Supervision Services for the design, supply, construction and commissioning of the Wastewater Treatment Plant and the sewerage infrastructure in Soroca municipality, Republic of Moldova

#### 1. BACKGROUND

##### 1.1 Description of the Moldova Water Security and Sanitation Project

The Government of Moldova (GoM) is currently implementing a project supported by the World Bank (IDA) financing the **Moldova Water Security and Sanitation Project (MWSSP)**. The Moldova Water Security and Sanitation Project directly supports the Government's commitment to Sustainable Development Goal No.6: to achieve universal and equitable access to safe and affordable drinking water, sanitation, and hygiene by 2030 through its Action Program and the National Water Supply and Sanitation Strategy 2014-2028.

The World Bank's Water Security Diagnostic and Future Outlook<sup>1</sup> showed that there are several pressing challenges to Moldova's water security, such as (i) inequalities in access, inadequate quality of water supply in small towns and weak performance of service providers; (ii) poor environmental health and environmental pollution due to lack of sanitation and wastewater collection and treatment; (iii) weak institutions, fragmented financing streams and unresolved reform areas which hinder programmatic delivery of services.

Access in water supply and sanitation (WSS) is constrained by large coverage gaps in rural areas, compounded by income status. Compared to other countries in the Danube region, the share of population with access to basic water and sanitation services in Moldova is low. The gap between urban and rural remains one of the largest in Europe and is one of the key water security issues the country is facing.

Household Budget Survey (HBS) (2022) data provides the picture on national access to a public piped water supply being 74 percent, with urban access at 95.7 percent and rural access at 60.9 percent<sup>2</sup>. However, the water quality of rural piped system is often compromised and below drinking water quality standard. Those not served by public centralized systems rely on so-called self-supply, through private shallow wells. Around one in three people rely on self-supply for their drinking water with 80 percent of wells not compliant with drinking water norms (e.g. nitrates, e-coli).

In response to these challenges, the Project Development Objective (PDO) of the MWSSP is **to increase access to safely managed water supply and sanitation services in selected rural areas and towns, and to strengthen institutional capacities for water supply and sanitation service delivery**. Strengthening institutional capacities for water supply and sanitation service delivery refers to both national level planning and sector development capacities, as well as to improved operational efficiency and delivery at utility level.

The Project has four components:

**Component 1: Increasing access to safely managed WSS services in selected rural areas and towns** This component will develop new and rehabilitate existing WSS infrastructure and WASH facilities in rural areas and towns, thus expanding access and quality of services for households,

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<sup>1</sup> <https://openknowledge.worldbank.org/handle/10986/34809>

<sup>2</sup> NBS

businesses, and public institutions and supporting resilience. Component 1 supports climate adaptation through (a) providing reliable centralized water supply protecting vulnerable households from drought and poor water quality; (b) improving wastewater systems, sanitation, and WASH facilities, reducing environmental exposure to pathogens exacerbated by flooding, particularly in towns facing frequent flooding; and (c) ensuring climate-resilient design of all infrastructure for robust functioning under extreme weather events. It consists of two subcomponents:

**Subcomponent 1.1: Expanding access and quality of WSS services.** This subcomponent will finance climate-resilient investments in towns and rural areas. This includes the following:

(a) **Water supply investments:** Expansion and rehabilitation of the regional water systems for water supply production and distribution, and service connections for LPAs in selected districts, including the preparation of relevant technical studies and management documents; technical supervision; and citizen engagement activities. This refers to water supply infrastructure in two preliminarily identified subprojects, that is, regional water system expansion for LPAs in Cahul District and the ATU of Gagauzia and a regional water supply system with a surface water treatment plant in Riscani District. Many LPAs, particularly in the south (Cahul) as well as in the northern part along the Prut (Riscani), face shortages of water in the summer, with shallow wells/springs posing a challenge such as in the Prut cluster villages, in the Vulcanesti town, and other villages in Cahul District.

(b) **Wastewater investments:** Expansion and rehabilitation of wastewater systems in selected towns, including the construction and rehabilitation of sewer networks and service connections, and the construction of new wastewater treatment plants, including the preparation of relevant technical studies and management documents; technical supervision; and citizen engagement activities. This refers to two preliminarily identified subprojects in **Soroca (the subject of these ToR)** and Comrat towns. There are areas in the Comrat town that face frequent flooding, and the Soroca town is also vulnerable directly on the right bank of the Dniester. The project will support the assessment of flood risk and impact at the household level and, in addition to ensuring resilient design of infrastructure, provide measures to reduce the impact of floods where possible.

(c) **Pilot for on-site household sanitation:** selected rural or peri-urban villages, will benefit from the improvement of on-site household sanitation following a demand-led approach through the provision of technical assistance, the implementation of information campaigns, and the carrying out of civil works. The pilot will be co-financed through the ADA grant. This pilot will demonstrate the use of climate-resilient low-cost technologies for rural sanitation.

**Subcomponent 1.2: Improving resilient WASH facilities in public social institutions.** This subcomponent will finance works, goods, consulting services, non-consulting services and training/workshops to realize climate-resilient WASH facilities in HCFs and education institutions and implement hygiene education and behavior change communication program.

**Component 2: Strengthening institutional capacity at national and local levels for WSS service delivery.** This component focusses on institutional capacities of national and subnational entities and WSS operators for management, planning, regulation and reform implementation, and performance improvement of service providers for green, resilience, and inclusive service delivery. At the national level, development of plans, policies, and regulatory documents will support climate adaptation through climate-resilient planning, and at the local level, performance improvements will deliver climate benefits through reduction of NRW and improvement of energy efficiency. It consists of two subcomponents:

**Subcomponent 2.1: Building national institutional capacity for WSS.** This subcomponent aims to strengthen critical functions of facilitating and implementing WSS sector reform,

investment planning and monitoring, and sector modernization and build capacities to this end of the assigned lead unit/entity within MIRD's structure. It finances goods, non-consulting services, consulting services, and training/workshops for activities that strengthen institutional capacities for planning, financing, economic regulation, performance monitoring, professional development, and the revision and development of new policies and normative documents.

**Subcomponent 2.2: Improving performance of WSS service providers.** Subcomponent 2.2 will finance works, goods, consulting services, non-consulting services, and training to support the implementation of a prioritized rolling multiyear PIP of selected WSS operators involved under Subcomponent 1.1. WSS operators will carry out annual assessments on PIP implementation and KPIs, including publication of results and feedback rounds with customers. The financing for selected WSS operators will be allocated based on results. Investments and TA activities identified in the PIPs are based on utility diagnostics and include, but are not limited to, the following: improving technical and commercial operations, improving financial management (FM), HR management, and organization and strategy aspects, including improving asset management systems and inventories, energy efficiency, NRW reduction programs, water metering practices and equipment to improve climate resilience, water safety, and business continuity, and enhancing responsiveness to customers.

**Component 3: Project management and coordination.** This component will finance operational costs, consulting services, non-consulting services, goods, and training to finance the overall project management cost, including the project team at the Project Implementation Unit (PIU), implementation support consultants at the regional level within MIRD's RDAs for environmental and social standards implementation, and, at the national level, MIRD as the project implementing entity (PIE). It will finance training costs, including for capacity building in procurement, environmental, and social standards, specialized short-term implementation support consultants, financial audits, project communication and citizen consultations, and monitoring and evaluation (M&E).

**Component 4: Contingent emergency response component (CERC).** A provisional zero-amount component is included, which will allow for rapid reallocation of credit/loan proceeds from other components during an emergency under streamlined procurement and disbursement procedures. This component allows the Government to request the World Bank to recategorize and reallocate financing from other project components to cover emergency response and recovery costs.

## **1.2 Description of Soroca sub-project**

The Project **Construction of the wastewater treatment plant and the sewerage infrastructure in the municipality of Soroca** has been identified as a priority project under the Subcomponent *1.1 b) Wastewater Investments*. Having considered that the Dniester River is the main source of drinking water supply in the Republic of Moldova, including the capital city Chisinau, located downstream of the Soroca town, the project is included in the Priority Project Pipeline as a national priority.

Soroca Municipality is located in the northeast of the Republic of Moldova, on the border with Ukraine, on the right bank of the Nistru River, at a distance of 160 km from the capital Chisinau. The city has at present a total of about 35 000 inhabitants. The existing centralized sewerage network which extends over 53 km in the city is in poor condition, pumping stations are not functional and there is no wastewater treatment plant. The connection to the sewerage network is

low and the rest of the population uses on-site sanitation solutions, mainly pit latrines with direct infiltration into the soil. The industrial sector (mainly agro-food and textile), although much less important than during the Soviet Union, plays an important economic role in the city, and it may be a significant source of wastewater pollution discharges.

The sewerage network of the municipality of Soroca is divided into 4 main basins, connected to the Centre wastewater pumping station (CPS). Two other wastewater pumping stations are located respectively in the northern part (North wastewater pumping station - NPS) and in the southern part of the city (South wastewater pumping station - SPS), with small catchment areas to pump the wastewater to the main network.

Raw wastewater is currently discharged into the Dniester River through two main discharge points (see the figures below):

- The first is close to the CPS, discharging most of the city's wastewater volume (part of basin 1 and basins 2b, 3 and 4). This underground drain is close to Soroca Castle, which is the main tourist attraction of the city;
- The second discharge point is located near the SPS, through which only wastewater from accumulation area 2a is discharged. As the SPS is damaged, the pipe upstream of the station has been perforated so that the wastewater can flow into the river.

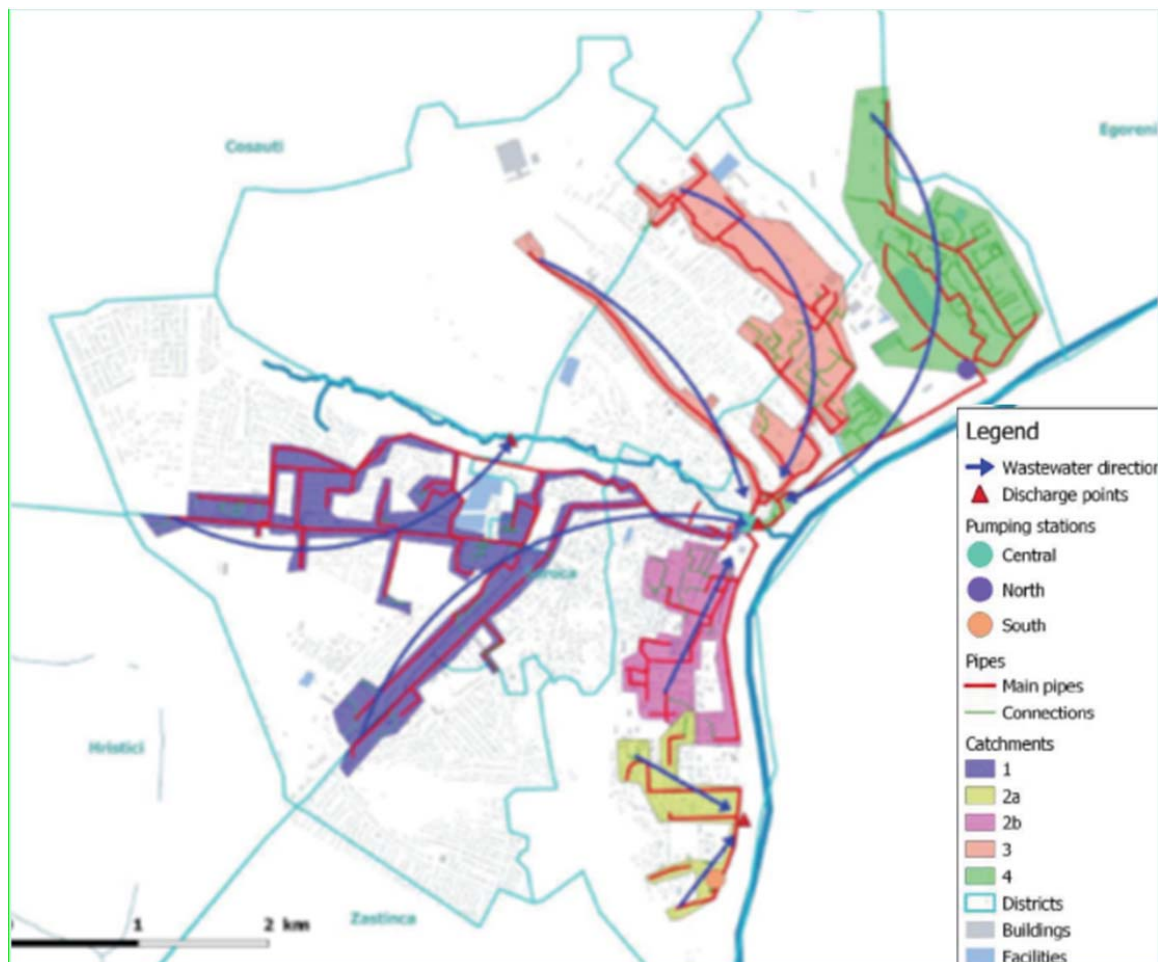


Figure 1. Current situation of wastewater collection in the town of Soroca

According to the Feasibility Study elaborated in August 2021 by SEURECA company and Employer's Requirements chapter (technical specifications) elaborated in June 2024 by Sigma Engineering company, the short-term construction works include:

- SPS will be rebuilt and the respective pressure pipe to the main sewer network is to be rehabilitated.
- CPS will be rebuilt. A new pressure pipe will be constructed to direct the pumped wastewater to the designed wastewater treatment plant (WWTP).

The selection of the pumps will be done taking into account the future connection rate to the network in the year 2035.

### **1.3 Implementation Structure of the MWSSP**

The Client under this assignment is the Public Institution National Office for Regional and Local Development through its Project Implementation Unit that will act as fiduciary agent both within the present consulting service contract and the works contract. The Employer under the works contract shall be the Regional Development Agency - North. The Beneficiary of the project shall be Soroca municipality.

## **2. OBJECTIVES OF THE ASSIGNMENT**

The overall objective of the assignment is to act as the Supervision Consultant ("the Consultant") within the contract for the Plant design, supply, construction, testing and commissioning of the Wastewater Treatment Plant and the sewerage infrastructure in Soroca municipality, Republic of Moldova that is part of the scope of the Subcomponent 1.1 under the Moldova Water Security and Sanitation Project.

The Consultant will have the role of project management and supervision including review the detailed engineering design, procurement, construction, erection, testing and commissioning, environmental safeguards monitoring, issue of necessary progress reports. The Consultant will also be responsible for the financial management of Project-related activities including review all costs and Contractor's invoices for payment and customs documentation, establishing a mutually acceptable management information system for contract implementation, etc. The Consultants will ensure that the Project is built on schedule in a satisfactory manner to the required standards within the budget.

## **3. SCOPE OF SERVICES AND GENERAL TASKS**

The Consultant shall assist the Employer and the NORLD/PIU in the management and administration of the Plant Design, Supply and Installation Contract on the technical supervision of the works for construction of Wastewater Treatment Plant and the sewerage infrastructure in Soroca municipality.

The Tasks of the Consultant shall include, but shall not be limited to, the following:

- Administration of the Contract;
- Approval of Contractor's design, materials, construction techniques and programs of Works;

- Direct supervision of the activities and monitoring of progress;
- Preparation of mandatory reporting;
- Provide contract management support to the Client as required, including approval and contract supervision of the Contractor's Site-Specific ESMP (referred to as the C-ESMP) implementation;
- Keep track of the payments made by the Client to the Contractor, follow if payments that have been certified/approved are arranged and paid by the Client, if such payments are made in due time, and that appropriate control and record systems are in place towards the compliance with financier and the reporting requirements, and otherwise notify the Client of any delay;
- Prepare an integrated time schedule for progress meetings with the various parties; attend meetings together with the Employer/Client to support the investment programme as a whole, seek response to reports, and discuss contract issues on a regular basis with the Client, Employer and other stakeholders; prepare and circulate minutes of the meetings, including follow-up actions required to ensure progress;
- Review change orders and claims provided by the Contractor and make appropriate recommendations to the Client;
- Defect Liability Period (post-construction services for monitoring the Contractor's operations and for issuing any required certificates).

#### **4. DETAILED DESCRIPTION OF THE TASKS**

The Consultant shall undertake the following tasks for each Phase:

##### **PHASE I. SUPERVISION OF DESIGN AND CONSTRUCTION WORKS**

###### *a) Commencement of Activities*

The Consultant will have the following obligations:

Within two weeks from the effective date the Consultant shall organise a meeting with the Employer's, Client's and Contractor's representatives and make a presentation regarding the main Contract provisions highlighting key responsibilities of all Parties and of the Consultant (not only technical but also contract administration matters shall be properly covered so that they are understood by all involved), establishing *modus operandi* and communication protocol and clarify the expectations regarding Contract's execution including early warning systems in case any issues arise. The focus shall be made on collaboration between the parties and amicable settlement of issues.

Before the start of the design/construction activities, the Consultant shall address, inter alia:

- (a) Assess and advise the Client and Employer in approving Contractor's insurance policy and Bank guarantee(s);
- (b) Assess and approve the Contractor's Quality Assurance Plan in order to submit it to the Employer's approval;
- (c) Facilitate any communication and attend any meeting between Contractor and the owners of other facilities (water, telephone, electricity, gas), roads and railways administrators/owners sharing the road right-of-way; in particular, give advice on proposed modifications by the owners of facilities;



- (d) Ensure that Environmental, Health and Safety and Social provisions set out in the contract are respected;
- (e) Ensure that traffic operational safety is met before commencing the activities and issue any work plan or drawing in that respect;
- (f) Check correctness of coordinates and levels of all survey reference markers and require the Contractor to make an independent check;
- (g) Check if the Contractor performs all the necessary geodesic and geological surveys at the construction site;
- (h) Verify the equipment and materials proposed by the Contractor to be used for the construction/installation according to the Contractor's Plant Design, Supply and Installation Contract (sources/manufacturers of equipment and materials, their types, specifications, parameters, capacities, materials, compliance to the requirements of the Bidding Documents / Employer's Requirements, standards, norms, etc.), subsequently accept and advise the Employer / Client on their acceptability/rejection; Verify estimated quantities in the Price Schedules (PS) and promptly advise the Employer/Client of any prospective Time and Cost effects and make appropriate recommendations;
- (i) Review the detailed design solutions proposed by the Contractor and the quantities and specifications of the equipment and materials included into the design in order to ensure that all the necessary equipment and materials are included in order to construct/install the Facilities corresponding to the Bidding Documents / Employer's Requirements (for the Plant Design, Supply and Installation Contract), to the installation requirements of equipment manufacturers, to the norms and legislation of the Republic of Moldova and best engineering practices;
- (j) Review the design documentation and drawings, provide comments to the Employer/Client and Contractor. Verify if the Consultant's comments and the Employer's/Client's comments are taken into consideration in the design documentation and drawings. Verify if the Contractor has obtained all the necessary approvals and verification/expertise for the design documentation from relevant authorities.  
The Consultant shall advise the Employer/Client regarding the acceptability / shall recommend to Employer's approval and shall endorse the design documentation and drawings. Upon commencement of the activities, in accordance with the terms of the contracts, execute and deliver Commencement Certificates and obtain the countersignatures of the Contractor.
- (k) If the Contractor does not receive possession of the site/s in accordance with the contract, or if a Contractor does not receive a Commencement Certificate within the period stipulated in the contract, assess whether the Contractor is likely to suffer delay and/or incur extra cost and notify the Employer and the Client accordingly.

*b) Review and Monitor implementation of Environmental and Social safeguards, Health & Safety provisions*

According to the WB's environmental and social requirements, the Project is classified as a Moderate Risk Project.

During the Project preparation activities an appropriate environmental and social assessment (ESIA / ESMP) has been carried out in compliance with WB's environmental and social safeguard requirements.

The planned construction works will take place on land plots owned by the Soroca Municipality.

Therefore, a moderate to low environmental and social impact is expected such as: waste generation, noise, dust, and occupational safety during construction. There will be no economic or physical displacement and involuntary resettlement.

The Project's activities will not generate major negative environmental and social impacts. However, in order to address the potential risks and temporary impacts caused by the construction works, the appropriate plans for mitigating environmental and social risks and impacts have been developed in accordance with WB requirements and the national legislation (Environmental and Social Management Plan (ESMP); Stakeholder Engagement Plan (SEP); Labor Management Procedure (LMP)).

The Consultant's responsibility will include monitoring the implementation of the environmental and social mitigation measures during construction works up to the issue of the Operational Acceptance Certificate in order to ascertain that the mitigation measures are implemented in full compliance with the Site ESIA/ESMP requirements and Specifications.

The Contractor shall develop its own Contractor's Environmental and Social Management Plan ("C-ESMP") according to the Site Specific ESIA/ESMP focusing on following components:

- Health and safety Plan,
- Emergency Preparedness and Control Plan;
- Traffic Management Plan;
- Land clearing, erosion control and site restoration / remediation Plan;
- Archaeologic and Find Chances Procedure;
- Air Quality Plan;
- Noise and vibration Plan;
- Wastes Management Plan;
- Site Organization Plan and Procedure;
- Code of Conduct;
- Biodiversity Protection Plan and program for birds monitoring, and
- Other plans.

Prior to the commencement of construction works, the Consultant shall review and recommend for approval to the Employer/Client the C-ESMP developed by the Contractor.

The Consultant will ensure that all applicable environmental and social standards requirements of the Bank are being adhered to by the Contractor prior to construction works commencement.

This includes:

- Review, recommend to Client's approval and endorse the Environment and Social Management Plans developed by Contractor, including all updates at frequencies specified in the respective contract/s and Moldovan legislation;
- Review, recommend to Client's approval and endorse the Contractor's safeguards documents such as C-ESMP, C-LMP, Code of Conduct and other documents as per requirements of Bidding Document; which will cover, but not limited to, occupational health and safety, sexual exploitation and abuse (SEA) and gender-based violence (GBV), community Health and Safety, construction impacts management and other as per requirements of Environmental and Social Standards (ESSs) of World Bank;
- Review and consider the ES risks and impacts of any design change proposals and advise if there are implications for compliance with the applicable environment and social laws of the Republic of Moldova and the World Bank, Resettlement Action Plans (RAP), the Environmental Permit and other relevant Project documents/requirements;

- Undertake audits, supervisions and/or inspections of any construction sites where the Contractor/s is undertaking activities under the respective contract, to verify the Contractor's compliance with the Site Specific ESMP requirements (including compliance with the applicable laws of the Republic of Moldova and other obligations);
- Undertake audits and inspections of Contractor's accident and grievances logs, community liaison records, monitoring findings and other ES and H&S related documentation, as necessary, to confirm the Contractor's compliance with ES/H&S requirements and Code of Conduct;
- Ensure, all potential project affected persons, including communities living within the boundaries and surrounding areas of the project are properly informed and provided with information of the project activities, environment and social impacts, and contact information including GRM prior to any physical interventions and implementation of the construction activities;
- Undertake audits and work inspections carried out by the State Authorities in accordance with the Applicable Law and report result of audits and inspections to the Client;
- Require the Contractor/s to prepare and implement Contractor's Health and Safety Plan and where necessary, require the Contractor to provide and maintain at their own cost all site organisation, accommodation for personnel, office, parking areas for vehicles, toilets, firefighting equipment and first aid kits, traffic signs, environmental and HS signs, provide security for the protection of the facilities or for the safety and convenience of the public or others by complying with applicable ES laws of Republic of Moldova.
- Advise the remedial action(s) and their timeframe for implementation in the event of a noncompliance with the Contractor's ES obligations;
- Ensure appropriate representation of the Employer, Client at relevant meetings with stakeholders and other interested parties including site meetings, meetings with local communities and progress meetings to discuss and agree appropriate actions to ensure compliance with ES obligations;
- Ensure that the Contractor's actual reporting (content and timeliness) is in accordance with the Contractor contractual obligations and recommend any modifications if it is necessary;
- Ensure relevant government's policy commitments to gender equality are addressed in the Contract;
- Review, recommend and endorse, in a timely manner, the Contractor's ES documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the ES documentation;
- Undertake liaison, from time to time and as necessary, with Project stakeholders to identify and discuss any actual or potential ES issues/risks and permits;
- Assist the local Citizen Water and Sanitation Committees (CWSCs) in their activities (for example, arranging Site visits upon necessity, primary/on-spot examination of grievances, their recording etc.).

The Consultant shall monitor and ensure that during the implementation of the Project, all employees, including the Consultant and the Contractor/s' personnel engaged in the activities related to the implementation of the Project, must fully respect prescribed measures for occupational and health protection, all in accordance with the recommendations of the World Health Organisation and relevant authorities of the Republic of Moldova.

c) *Design Review, Installation and Plant Supervision and Quality Control*

- Draw up and maintain a schedule of all necessary statutory licences, permits and approvals

- necessary for the performance of the activities (the Schedule should identify the dates for submissions and approvals, and the responsible personnel for making application for such licences, permits and approvals either on their own account or on behalf of the Employer/Client/Final Beneficiary 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 Contractor/Client to ensure that all permits required are obtained on time;
  - Monitor validity of Contractor's insurance policies and guarantees and timely advise the Employer/Client on their expiry dates, necessity to request the extensions of the validity and where necessary change the amount of the insurance policies and guarantees;
  - Provision and administration of the Project platform / application for Management of project correspondence;
  - Review Design documentation, including drawings submittals of the Contractor and recommend for its optimization. Check adequacy of the Contractor's detailed design based upon own calculations and evaluations;
  - Provide supervision over compliance by the Contractor with the requirements of organizational and technological documents that determine the technological process of construction and installation;
  - Ensure, through the review, official revision and approval of main and detailed design, the compliance of project documentation with the Employer's requirements, standards and local legislation;
  - Supervise the Design, Supply and Installation stages, assure technical assistance during design and facilities installation, approve the materials, equipment and workmanship;
  - Ensure supervision of Design, Supply and Installation compliance with the requirements of the technical specifications;
  - Supervise the Contractor's individual tests of the equipment before and after installation, of facilities to be covered or put out of view and proper registration of their results;
  - Carry out oversight inspection of the facilities being installed by the Contractor to provide assurance of 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;
  - Participate in the acceptance of equipment during the tests and inspections;
  - Supervise and participate in the functional guarantee tests;
  - Review and confirm tests and inspections reports, including the functional guarantee tests reports;
  - Daily record site events including facilities installation locations, activities and staffing on site, and quantities to pay (subject to quality tests) in a work site logbook;
  - The Consultant and all supervisory / technical staff shall maintain a daily work diary recording site conditions, Contractor's activities and incidents / events that may occur;
  - Day-to-day measurement, verification and recording of quantities of works carried out by Contractor;
  - Recapitulation of activities carried out monthly;
  - Monthly comparison of actual progress against progress as scheduled;
  - Review of Contractor's Monthly Statements and Statement at Completion and verify and accept Interim Payment Certificates;
  - Review and accept documents submitted for payment by the Contractor to confirm that the conditions for the respective payments are fulfilled according to the Contract;
  - In case of documents for the supply of equipment and materials, the Consultant shall review, endorse and confirm that the respective equipment and/or materials correspond to the

requirements of the Contract and are intended for the implementation of the Contract according to the approved design;

- Attendance at periodic site meetings and monthly progress meetings and ensuring minutes signed by all parties are recorded. Keep full and proper records of all meetings and discussions attended or conducted by the Consultant and make the records available for inspection by the Employer/Client and the Bank forthwith on request;
- Notify the Employer/Client if the Contractor fails to complete any part of the facilities within the applicable Time for Completion or appears likely so to fail. If necessary, prepare for the Employer/Client review a case for the application of liquidating damages for delays or a claim against the Performance Guarantee where a Contractor has failed to perform;
- Notify the Client/Employer on the need to suspend the activities, in line with Contract terms (with the obligatory subsequent written notification from the Employer and the Contractor) in cases of threat of deformation and collapse of structures, danger to life and health of people and the environment, as well as failure to comply with technical supervision instructions for the elimination of defects and violations;
- Financial management of the Plant Design, Supply and Installation Contract. Based on (i) Contractor's programme of activities and cash-flow predictions which should be revised at required time intervals and, (ii) upon his own judgement, the Consultant shall prepare, as part of its Monthly Reports, monthly disbursement tables showing the status of previous disbursements and a tentative prediction of future disbursements on a monthly basis;
- For the purpose of confirmation of the Contractor's applications for VAT, as per Law no. 376 of December 29, 2022 on granting fiscal and customs facilities for the import and/or deliveries of goods and/or services intended for the implementation of the Moldova Water Security and Sanitation Project and the Government Decision No. 105/2023 of February 28, 2023 on approval of the Regulation regarding the application of fiscal and customs facilities, the Consultant shall confirm to the Employer/Client that the Plant and Equipment imported for use under the contract signed between the Contractor and different suppliers, are intended for the implementation of this Contract;
- Attend to the inspections carried out on sites by the state authorities in accordance with the applicable law;
- Organise provisional technical acceptance of facilities and submit all supervision documents to the Reception Committee according to the applicable law;
- Review and recommend the Operational Acceptance Certificate in accordance with the Conditions of the Plant Design, Supply and Installation Contract noting that no outstanding equipment or installations shall be left for Defect Liability Period (DLP) and the Consultant shall take this into account before issuance of the Operational Acceptance Certificate as well as that the As-Built Drawings and manuals will have to be completed also in advance. Finally, the requirements of the applicable law on the works acceptance shall be taken into account by the Consultant as the compliance with these procedures is a precondition to the Operational Acceptance Certificate and thus advance notice will need to be given to the Employer, so that the required Reception Committee can be timely formed;
- Calculate delay damages according to the Particular Conditions of the Contract and issue Notice of Employer's Claim for delay damages or any other claims, where applicable.

The required procedures and formats to carry out these tasks shall be prepared by the Consultant and submitted for the approval of the Client/Employer in the Inception Report.

The Consultant shall note that NORLD/PIU is under obligation to seek the Bank's approval before agreeing to or implementing any modification or waiver of the terms and conditions of the Plant Contract including granting an extension of the stipulated time for performance.

The Consultant will seek prior written approval of the Employer/Client for the following:

- (i) verifying and approving any payment or Interim Payment Certificate;
- (ii) reviewing and recommending any changes in the Contract design;
- (iii) approving or issuing of any Change Order.
- (iv) in the event of additional activities, the Consultant shall report on the relative merits of tendering vis-a-vis issuing a Change Order for such additional activities;
- (v) reviewing / approval of Price Adjustment Indices and base values;
- (vi) making appropriate recommendations towards proposal(s) for Change submitted by the Contractor;
- (vii) determining any new rate or price with respect to any Change;
- (viii) recommending (after Bank's No-objection) any extension of the Time for Completion;
- (ix) granting any claim for any additional cost including any cost associated with extension of Time for Completion;
- (x) suspending the performance of any or all Contractor's obligations in accordance with the Clause GCC 41 of the Plant Design Supply and Installation Contract.

Any response by the Consultant which requires Employer's and or Client's approval, except as otherwise expressly specified, shall be notified in writing to the Contractor within 30 days of receipt (10 days for the Consultant, 12 days for the Employer/Client, and 8 days for the Consultant to consider Employer's comments).

In case any delay in activities will be caused by slow response / initiative / determination or any other actions required and /or expected of the Consultant, the Consultant will have to then extend their services for the respective period without extra payment, unless the delay was outside his reasonable control and cannot be envisaged by the professional consultant experienced in the Services.

*d) Quality Control*

- Develop a Quality Management Plan (QMP) for all aspects of the Project;
- Receive from the Contractor 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;
- Participate, document and ensure that Factory Acceptance Tests (FAT) and Site Acceptance Tests (SAT), covered by the Contractor, are executed according to the technical specifications for the Wastewater Treatment Plant and Pumps and the sewerage infrastructure. The respective costs shall be covered by the Contractor. Issue and sign minutes on the compliance of the tests with the technical requirements of the Contract;
- Monitor and participate in all commissioning, testing and acceptance procedures, as well as other testing procedures required by Employer/Client;
- Inspect/review the Contractor's and Sub-Contractors testing procedures;
- Notify the Employer/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; advise 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;
- Request the Contractor to make available for review copies of all test results within a reasonable time of the test being carried out

e) Construction Risk Assessment

The Consultant will have the following obligations:

- Identify the hazards for the construction stage. 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.

f) Archaeological Remains

The Consultant will have the following obligations:

- Receive and approve the procedure of archaeological remains and find chance procedure developed by the Contractor/s. The procedure shall establish, inter alia, the communication channel to the Consultant and State Archaeology Authority 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/s is entitled in accordance with the terms of the Contract/s as a result of discovery of any archaeological remains or dangerous dumpsites;
- Where necessary, require the Contractor/s to provide and maintain at their own cost all lights, guards, fencing, warning signs and watching, for the protection of the facilities or for the safety and convenience of the public or others.

g) As-Built Drawings and Documentation

The Consultant will have the following obligation:

- supervise, verify and indicate the appropriate comments, recommendations for approval regarding the Contractor's "as-built" drawings.

h) Site Management and Monitoring Progress

The Consultant will have the following obligations:

- Attend site meetings and endeavour to ensure that at all times outstanding problems are settled in order to avoid any delay or extra expenditure (having regard, however, to the terms of the Contract/s and the limitations on the authority of the Consultant referred to under these ToR).

- 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 Employer/Client forthwith on request.
- On request of the Client/Employer, attend meetings to resolve differences of opinion on general or technical matters.
- Ensure that the Client/Employer 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/Employer if this is the case and agree on any action to be taken.
- Advise the Employer/Client on the general organisation of the Contractor's resources at the Site, including management and programming systems, manpower, plant and equipment.
- Advise the Employer/Client on compliance by the Contractor with respect to sub-contracting (if the case), as specified in the Plant Design, Supply and Installation type of Contract.
- Report on the progress of the activities to ensure completion 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 activities or any part of the facility is at any time, in the Consultant's opinion, too slow to ensure the completion of the activities or any part of is by the Completion Date, instruct the Contractor in accordance with the conditions of Contract in writing with a copy to the Employer/Client;
- Receive from the Contractor due copies of formal quarterly and monthly Progress Reports, in accordance with the Contract, checking the same to ensure that they cover all relevant aspects of the Plant Design, Supply and Installation Works, and highlight 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 Employer/Client, and advising of any necessary measures to be taken to achieve completion of each part of the facility within the applicable Time for Completion;
- Convene formal monthly meetings ("Project Team Meetings") and ad-hoc meetings, upon necessity, with Project stakeholders and other relevant parties. These meetings must have a formal agenda and minutes;
- Verify that the progress is in compliance with the Programme Schedule approved under the Contract on behalf of the Client/Employer. Notify the Client as far as possible in advance of any possible failure to attain the Design, Supply and Installation Programme by the applicable date or non-compliance with the Programme.
- Authorise, with Client's/Employer's prior approval, any reasonable request by the Contractor's 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 Design, Supply and Installation or any part of the facility.
- Check the provision of all necessary insurance, performance securities and warranties and other relevant contract documentation.
- Report immediately any environmental and social incidents and accidents occurred on construction sites, indifferent of complexity and gravity and take actions by stopping construction activities and keep situations under control by communication with hospitals, firefighting authority and other state authorities.
- Ensure that occurred incidents/accidents are investigated properly and assist Contractor to investigate incidents/accidents and report investigation results to the Client, Employer and the State Authority for labour management.



i) Default, Delays, Claims and Disputes resolution

- 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 Employer/Client;
- Notify the Employer/Client immediately if the Contractor fails to complete any part of the facility within the applicable Time for Completion or appears likely so to fail;
- Assist the Employer/Client with analysis of circumstances and issue of recommendations when/if the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Contract Clauses or otherwise in connection with the Contract;
- Advise the Client on any difficulties that may arise generally in connection with the Design, Supply and Installation of the facilities;
- Assist the Employer/Client in the process of receiving and dealing with notice of the intention of a Contractor to claim any additional payment within the times stipulated in the conditions of Contract and adopt the stipulated process for claim resolution, notifying the Employer/Client thereof;
- Upon the request of the Contractor or Employer/Client, 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 is the result of 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 Employer/Client, and send 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;
- If any urgent remedial activities are necessary, act in accordance with the Contract, and otherwise advise the Employer/Client on carrying out the same by the Contractor or, if impossible to do so, discuss such failure with the Employer/Client.
- Work with the Employer/Client and the Contractor to set up the Dispute Board, as required under Conditions of Contract, and follow up all requisite processes in addressing the Contractor's or Client's/Employer's claims.
- If necessary, prepare a case for the application of Liquidated damages for delays or a claim against the Performance Guarantee where the Contractor has failed to perform;
- If any dispute or difference is referred to arbitration, assist the Employer/Client generally in respect of such arbitration provided always that the Consultant will not be required to act improperly or contrary to his obligations under the Contract.
- In the event of termination, provide advice and assistance in connection with the departure of the Contractor from the site and the assignment of the benefit of any agreement for the Design, Supply and Installation.
- Advise the Client of their rights upon the occurrence of any Force Majeure event.

j) Completion, Commissioning, Operational Acceptance

- Assist the Employer, within the terms and conditions stipulated in the Conditions of Contract, with issues, upon receiving a request from a Contractor, to issue a Completion Certificate;
- After receipt of such a request, inspect the plant and facilities with a representative of the Client/Employer/Beneficiary within the time period specified in the Contract;

- Provide support to the Employer in organising the Reception Committee including according to local legislation;
- Taking into account any comments of the said parties, give instruction in writing to a Contractor specifying all the activities required to be executed by the Contractor before the issuance of a Completion Certificate; notify the Contractor of any defects in the Plant Design, Supply or Installation affecting Completion that may appear after giving such instructions and before completion of the activities specified therein; provided that the Contractor has completed the activities so specified and remedied any defects so notified to the satisfaction of the Consultant and the Employer/Client. Inform the Employer/Client about the possibility to issue a Completion Certificate within the period prescribed in the Contract;
- Upon acceptance of plant and facilities installed under the Contract, as well as in preparation for the commissioning of the facility, check the actual readiness of each type of structures, plant and facility as a whole, the availability of properly finalised executive documentation, verify the availability of fixed and installed equipment listed in acts of acceptance, with actual availability on the site;
- Participate at the Functional Guarantee Tests of the Facilities to be performed by the Contractor intended to achieve the Functional Guarantees prescribed in the Contract and communicate to the Client/Employer of any deviations or the respective successful performance;
- Review and confirm functional guarantee tests reports, if applicable, calculate the amount(s) of liquidated damages for the failure to achieve functional guarantees according to the conditions of the Contract.
- In the event that a Contractor refuses to carry out any rectification activities, assist the Client in proceeding to do such activities, following the issue of notice to the Contractor, the reasonable costs incurred by the Employer in connection therewith to be paid to the Employer by the Contractor or be deducted by the Employer from any monies due the Contractor or assist the Client/Employer to claim them under the Performance Security;
- Advise the Client of the value of any completed part of the facilities and of any further information as may be necessary for calculating any adjustment in the amount of the Performance Security and any securities procured by the Contractor/s to secure its obligations;
- Notify the Employer/Client immediately if a Contractor is failing to comply with its obligations under the respective Contract. Discuss with the Employer/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 Employer in accordance with a Contract, assist the Employer in adopting the procedures and conditions stipulated in the respective Contract;
- If any urgent remedial work is necessary, advise the Employer/Client on having it carried out by the Contractor or, if impossible to do so, discuss such failure with the Employer/Client;
- 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 Plant Design, Supply and Installation activities;
- In the event that the Contractor refuses to carry out any rectification work, assist the Employer/Client in resolving the situation;
- Instruct a Contractor to search for defects and the cause thereof and to execute all such activities of amendment, reconstruction, and remedying defects, shrinkage or other faults during the Defect Liability Period as prescribed within the Contract.

k) Payments and Accounts

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

- Receive from the Contractor the invoices pursuant to the Contract.
- Receive from the Contractor the invoices for supply of equipment and materials when submitted by Contractor;
- Upon receipt of the Contractor's invoices, copy to the Employer and Client each such invoice and give due consideration to any comments received.
- 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 Employer/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 Conditions of Contract, issue a certificate addressed to the Contractor and the Employer and Client specifying the aggregate amount payable by the Client to the Contractor.
- Certify any additional amounts due to the Contractor in respect of valid claims notified in accordance with the procedure set out in the 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 to the Contractor, dates and amounts of invoices and certificates under the Contract and 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.
- 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.
- Prior to certification of any payment to a Contractor in relation to a Contractor's claim, the Consultant will have consulted with the Employer/Client on the grounds on which the Consultant intends to certify the payment. The Consultant will provide the Employer/Client with any particulars for enabling to establish its position with regard to the Consultant's certificate.
- Within the times stipulated in the Conditions of Contract, after receipt of the draft Final Payment Certificates (Completion and Operational Acceptance Certificates), work with the Contractor to agree a Final Statement.
- Maintain Contracts accounts and prepare final Contract Statement.

l) Change Orders within Plant Design Supply and Installation Contracts

The Consultant will note that the Client is under obligation to seek the Bank's approval before agreeing to or implementing any material modification to the terms and conditions of any Contract.

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

Unless, in the opinion of the Consultant, an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Consultant will provide a preliminary report to the

Employer/Client on any prospective Change, outlining the basis for the Consultant's valuation of the Change, including but not limited to the following:

- The Consultant's opinion on the extent, if any, of applicability to the varied activities 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 activities without regard to the proportions of various currencies set out in the Contract;
- The quantity and the value of the varied plant and/or facilities 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 activities, 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 activities;
- The quantity and the Consultant's estimate of the value of the varied activities, which can only be determined using the rates and prices to be agreed upon between the Consultant and the Contractor. The Consultant will provide to the Employer/Client with an appropriate justification of the basis for the agreement.

In case of a Change, the Consultant will follow the procedures and conditions stipulated within the Plant Design, Supply and Installation Contract Conditions:

- However, in the event that the Employer 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 Supply and Installation of any part of the facility, determine the extension of time and the additional payment to which the Contractor will be entitled in accordance with the terms of the Contract.

*m) Suspension*

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

**PHASE II. DEFECT LIABILITY PERIOD**

During the second Phase (II) of the assignment which will cover the supervision and monitoring during the 12 months of Defect Liability Period (immediately after Operational Acceptance of the works), subject to the successful performance of the Consultant in Phase I, the Consultant shall provide sufficient on-site supervision of the Contractor's operations during the whole Defect Liability Period of 12 months (if any), corresponding to the last section of the Project accepted as completed. The services will be contracted on a basis of a time-based remuneration.

During the entire Defect Liability Period, the Consultant will be responsible for supervision and monitoring the Plant and facilities. If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant supplied or of the work

executed by the Contractor, the Consultant shall notify the Client/Employer on identified deficiencies and recommend further actions to be done. The Contractor shall promptly, in consultation and agreement with the Consultant/Client/Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good as the Contractor shall determine at its discretion, such defect as well as any damage to the Facilities caused by such defect in accordance with the Clause 27 of the Plant Design, Supply and Installation Contract Conditions. The Contractor shall provide to Employer/Client its written notice on remedying the identified defects and that the Facilities are fully in accordance with the requirements of the Contract and are ready for Consultant/Employer testing/inspection. The Consultant shall inspect/test the remediated facilities and notify the Employer/Client on the results.

## **5. DELIVERABLES**

During the period of the services, the Consultant will provide the Employer/Client with the following reports (2 copy in Romanian and 2 copy in English and an electronic copy in English and Romanian):

- i. Inception Report: within one month of the effective date;
- ii. Consultant's Services Programme Report: within 21 days of receipt of the Contractor's Work Programme;
- iii. Monthly Progress Reports: within 10 days of the end of each calendar month;
- iv. Change Order Reports (if required): no later than 14 days from the moment when the Consultant becomes aware that a Contract Change Order may be required;
- v. Claims Reports (if required): a) for preliminary assessment of the validity of the Contractor's potential Claim no later than 7 days from the date of receipt of the respective Notice to Claim; b) for a detailed analysis of the validity of the Claim no later than 21 days from the date of receipt of such Claim;
- vi. Report on Completion of Works: within 28 calendar days upon issuing the Completion Certificate;
- vii. Draft Final Report: Prior to last two months of the assignment;
- viii. Contract Completion Report: 1) immediately after successful completion of Contract (upon issuing the Final Payment Certificates (Completion and Operational Acceptance Certificates);
- ix. Special Reports (if required): within two weeks from the Client's request;
- x. Report on Defect Liability Period: within two weeks from the completion of 12 months of Defect Liability period.

For practical reasons it is proposed to allow a delay of 10 (ten) working days in submission of the reports in Romanian language due to the translation efforts.

All 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 above-mentioned reports shall contain as minimum the following information:

*i. Inception Report*

Within one (1) month of the Effective Date, the Consultant shall prepare and submit to the Employer the Inception Report showing Consultant's models for the monthly reports, Interim Payment Certificates, refine staff mobilization schedule, time reporting systems, Project Management Information System, define the responsibilities to be delegated, establish the communication procedures with the Employer, Client, Beneficiary, and the required procedures and formats to carry out the Plant Design, Supply and Installation contract administration tasks.

*ii. Consultant's Services Programme Report*

Within twenty-one (21) days of receipt of the Contractor's Work Programme, the Consultant shall submit to the Employer/Client the Consultant's Services Programme Report, which shall indicate the Consultant's opinion and comments on the Contractor's Work Programme or any update and/or revision thereof.

In the case where the Consultant has made comments the Report will indicate the reasons for the comments.

In the event that the Consultant considers the Contractor's Work Programme acceptable, the Consultant's Report will include the following:

- 1) Copy of the Contractor's detailed programme of performance, showing the order in which the Contractor intends to carry out the activities under the contract with the highlighted critical path/s, including general description of the methods which the Contractor intends to adopt, and of the major phases, in the execution and acceptance of the facilities, Contractor's key equipment and personnel mobilization plan, and other information as may be deemed necessary and appropriate by the Consultant, including coordination arrangements with other Employer's, Client's, Beneficiary's, Contractor's personnel, if any;
- 2) Copy of the Contractor's detailed cash flow estimate, including a monthly breakdown of all prospective payments forecast to be made to the Contractor under the Contract;
- 3) A supporting report which will include:
  - A list of critical path items and the related Contractor's 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;
  - Consultant's opinion on the requirements in the Contractor's proposed Programme for the information the Contractor reasonably requires from the Employer, reasonableness of the envisaged order and timing when that information is required, and all Employer's activities and constraints (such as approvals/reviews, etc.) and risks arising thereof;
  - 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's 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 particularities, including gender, of the Contractor's representative and other superintendence personnel approved by the Consultant in accordance with the Contract;
- Names of subcontractors consented by the Consultant in accordance with the Contract and, for each subcontractor, the cost and quantity of the subcontracted Works; 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;
- Summary of the main actions with their estimated timing required of the Employer during the Contract execution, summary of the issues under the contract guarantees and insurances with their key terms and matters for the client to pay specific attention to, such as expiry dates etc., and
- Other information as may be required by the Employer/Client.
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### iii. Monthly Progress Reports

The Consultant will prepare and submit to the Client Monthly Progress Reports within 10 days of the end of each calendar month. The first Report will cover the period up to the end of the first calendar month following the Consultant's mobilization. Each Monthly Progress Report will include:

- 1) Brief summary information about any events or circumstances (including ES aspects) which, in the Consultant's opinion, may create sufficient grounds for any time, claim and/or cost overrun under the 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;
- 2) Brief summary information on Contractor's ESMP development, approval and implementation, the recommendations proposed by the Consultant for improving C-ESMP developed by the Contractor, the measures taken for solving identified non-conformity/ies on construction site/s and review the effectiveness of correction actions taken by the Contractor to solve non-conformity/ies;
- 3) Comparison in the form of a chart showing the Contractor original cumulative cash-flow estimate, in monthly periods, of all payments to which the Contractors 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's 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;
- 4) Comparison of the actual percentage completion of delivery compared with the planned for each critical path item identified in the Consultant's Services 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;
- 5) 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;
- 6) Projection on Contract total final price and the completion date;

- 7) Photographs showing the status of manufacture and of progress on the site;
- 8) List of new quality assurance documents, reports on test results and certificates of materials;
- 9) 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, any type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the Report;
- 10) Brief summary information on compliance with applicable environmental and social laws of Republic of Moldova and norms and regulations of the World Bank regarding site organization, black soil storage, consent from local community regarding materials storage, personnel medical control, etc.
- 11) List of all notices, consents, approvals, certificates or determinations given or issued by the Consultant within the reported period, including consents to the Contractor's Performance and the Advance Payment Securities;
- 12) Brief summary of issues related to use or acquisition of private lands, if any; and
- 13) Grievance log including list of grievances received, resolved, outstanding issues and redress status;
- 14) Other information, as may be required by the Employer/Client.

The reports have to be concise and contain only critical information related to progress, issues and key events for the month. The Consultant's Monthly Report should not exceed 20 pages, except for photos which should only be submitted electronically and the above requested copies of the project documents. Only critical correspondence should be provided, as the annexes.

#### *iv. Change Orders Reports*

The Consultant must prepare Change Orders in sufficient detail, accuracy and clarity to ensure their compliance with the Bank's procedures, in case the Bank's prior approval shall be requested for the Contract Changes.

The Consultant shall immediately advise the Employer/Client (in writing) as soon as he become aware that a Contract Change/s order/s may be required. He shall then prepare and submit within 14 days an analysis of the Change, or in cases where external rates / costs are involved (for example utility works) an estimate of when the analysis will be submitted.

The Consultant must ensure that wherever possible existing or similar rates that exist within the Price Schedule must be used.

The report shall outline the basis for the Consultant's valuation of the Change including but not limited to the following:

- Whether the activities were unforeseen and under whose risk (Employer's or Contractor's) the consequences fall in accordance with the Plant Design, Supply and Installation Contract;
- Whether the activities fall under Change or not and if not then what are the advantages of an amendment of the contract vs bidding the extra scope out;
- Assessment of the time implication with potential prolongation costs and analysis of whether a Change is warranted in a separate bidding procedure;
- The quantity and the value of the varied activities that can be determined using existing rates and prices set out in the contract;



- The quantity and the Consultant's estimate of the value of the varied activities, for new plant and/or facilities which can be determined by using similar rates and prices set out in the contract as the basis for valuation;
- The quantity and the Consultant's estimate of the value of the varied activities that require the development of new rates using external quotations/ cost estimates from specialised sub-contractors (e.g. electrical, communications);
  - The Consultant shall 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 activities;
- The quantity and the Consultant's estimate of the value of the varied activities, which can only be determined using the rates and prices not set out in the Contract;
  - The Consultant shall provide to the Client an appropriate justification of using rates and prices not set out in the Contract with the evidence of at least three quotes from the market to confirm the reasonableness of the suggested rates.

In case a Change is approved by the Employer, the Consultant shall immediately issue the Change Order to the Contractor. He shall adjust the Price Schedule to reflect the changes made by the Change Order.

#### vi. Claims Reports

The Consultant shall implement the procedures for Claim management as set out in the General Conditions of the Design, Supply and Installation Contract(s) clause GCC/PCC 45.

The Consultant shall prepare and maintain a detailed register of all claims and potential claims. A summary of the status of Claims, Notices of Claim and potential Claims shall be included, updated and reported by the Consultant in each Monthly Progress Report to the Client. The summary must clearly show the current status of each Claim and events that may have occurred in the reporting period, and actions planned by the Consultant.

In the event of the receipt of a Notice of Claim, or Claim from the Contractor the Consultant shall immediately notify, and provide a copy of the Contractor's Notice of Claim to the Employer and Client, and record the Notice into the Claims Register. The Consultant shall conduct a detailed analysis of all claims. The Consultant shall involve and coordinate work with project team members to obtain relevant background information and supporting documentation. Each Claim must be assessed individually on its relevant merits.

The Consultant shall submit to the Employer/Client a preliminary assessment of the validity of a Notice of Claim within seven (7) days of receipt of the Contractor's Notice and provide an assessment (including a risk assessment) with regard to the potential impact and outcome of the claim.

The Consultant shall advise what steps can be implemented to mitigate the potential impact of the Claim if it is formally submitted.

The Consultant will propose to the Employer/Client solutions that may prevent a Notice of Claim becoming a formal Claim.

The Consultant shall require the Contractor to copy to the Employer/Client all details sent to the Consultant with regard to the submission of a Contractor's Claim/s.

The Consultant shall prepare all necessary letters and transmittals to be issued in respect of claims or potential claims.

v. Report on Completion of works

On completion of the Plant Design, Supply and Installation Contract, upon issue of the Completion Certificate, within twenty-eight (28) calendar days the Consultant shall submit a Completion Report, which shall include but not limited to, copies of the Completion Certificate(s); verified "as-built" drawings showing all revisions to the design of the plant and facilities; an analysis of the completion cost of the activities; an overview of the actual progress of the activities detailing reasons for delays and/or extensions of time; an overview of Site safety procedures, any problems in this regard and recommendations for improvement; an overview of the Contractor's working practices and resources; an assessment of the quality of Materials and workmanship, any problems in this regard and recommendations for improvement; details of technical difficulties encountered and how these were overcome; details of administrative difficulties encountered and how these were overcome.

viii. Draft Final Report

Two (2) months prior to the assignment completion, the Consultant shall prepare a first draft final report which shall highlight all major points of interest that arose during the contract implementation. The report will include, amongst others, the summary of the type, quality, quantities and sources of materials used on the project; Contractor's plant and personnel; problems encountered and solutions employed; changes made by the Contractor in design and specifications and the reasons therefore; a breakdown of Contractor's performance in terms of respect of the Service Quality Criteria for maintenance services; a breakdown of the final cost of the contract item by item; a summary of Contract changes; a summary of all related accidents happened during the contract execution.

ix. Contract Completion Report

Upon completion of the Contract, i.e. immediately upon issuing the Final Payment, the Final Report shall be submitted by the Consultant which will take into account all comments, if any, provided by the Employer/Client to the draft final report.

x. Special Reports

If required and at the request of the Employer/Client, within two weeks from any such request, the Consultant shall prepare a Special Report on any major issue raised by the Contract implementation, including (but not limited to) modification of Drawings.

xi. Defect Liability Period Report

Upon completion of the Defect Liability Period (Phase II), as stipulated in the works contract, the Consultant shall submit a Report on Defect Liability Period that will include, but not necessarily be limited to:

- (i) Identified defects in the design, engineering, materials and workmanship of the Plant supplied or executed works;
- (ii) the list of the remedial works done during this period;
- (iii) information on Contractor's equipment, personnel involved in remedial works for fixing the defects and materials used for this purpose;
- (iv) minutes of meetings held this period;
- (v) environmental, health and safety issues;
- (vi) construction quality issues;
- (vii) Consultant's input in solving them and recommendation to the Client / Employer / Beneficiary on the date of the Final Inspection of the works.

## **6. IMPLEMENTATION ARRANGEMENTS**

The assignment is expected to start on the first quarter of the year 2025.

The Plant Design, Supply and Installation Contract is envisaged to be signed in January 2025 and is expected to have a duration of 970 days.

The Services to be provided by the Consultant are expected to last 31 months for design, construction supervision and closing activities (Phase I) and 12 months for defect liability period (Phase II) and the services will be contracted on a time-based principle. This will be subject to the successful performance of the Consultant in Phase I.

The estimated input of Key – experts towards the Phase (I) is 90 man-months

The estimated input of Key – experts towards this Phase (II) is 5 man -months.

The Consultant shall prepare technical and financial proposals for both Phases (I and II) and will be evaluated for the aggregate price.

*The consulting services contract to be signed with the Consultant will be for Phase I only, and a separate addendum/contract may be signed for Phase II provided that the loan is extended or other source of financing is secured and provided the Consultant's performance under Phase I was satisfactory.*

### ***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 Management Plan reports and other documents will be provided to Consultant by the Employer/Client.

## ***Project Data and Documents***

All documentation related to the execution of the Project is and will remain the property of the Client after completion of the assignment. The Consultant shall not publish, use or dispose of this documentation without written consent of the Client.

The Consultant shall provide and maintain orderly working files and a comprehensive, computerized log for correspondence, minutes of meetings and conferences, submittal data, submittal registers, inspection and Monthly Progress Reports, contract documents including amendments, notice to commence, change orders and modifications, all in a platform / application, as approved by the Client/Employer. The Consultant shall also maintain all detailed deliverable inventory, scheduled dates and actual status. During the course of the activities under the contract, the Consultant shall maintain any and all electronic and printed project documents in good order in its site office. From time to time, the Employer/Client may request the Consultant to provide certain documents to interested parties, approved by the Client. Documents of a sensitive nature should be stored separately in the reference library. Prior to completion of the final contract period, the Consultant shall deliver to the Client any and all hard copies project documents, in good order and properly indexed and marked. Additionally, the Consultant shall provide the Client with all electronic files of any and all project documents stored in a media acceptable to the Client including a comprehensive, well-organized electronic index of all those documents.

The platform / application for project management will be required to be compatible with standard office, database, project management and CAD software and Windows operating system.

## **7. PROFILE OF THE CONSULTANT**

The Consultant is required to provide independent, impartial technical, cost, strategic, management, financial and legal advice, and as such will not be permitted to have a commercial interest in any other contracts or agreements related to the Project.

The Consultant will be responsible for delivering the results defined in these Terms of Reference to achieve the assignment goals and objectives. The Consultant shall furnish documentary evidence (including information about the completed contracts and contact information of clients from whom the references could be taken) to demonstrate that it and its key experts meet at least the experience requirements listed below.

The Consultant must be a registered firm or association/joint venture of firms having experience, technical and organizational capabilities and qualified personnel to complete the assignment. The Consultant shall employ suitably qualified Experts and other professionals, competent enough to carry out their duties in accordance with responsibilities and/or authorities that are specified in these ToR. The Consultant must be or must include as a subconsultant, a Consultant(s) with a strong track record and demonstrable experience and expertise in the design of Wastewater Treatment Plant, Consulting, Project Management, Construction of Wastewater Treatment Plant, Commissioning/Testing, gained from at least three international projects during the last 10 years. 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):
  - o copy of valid business license from country of origin (if such activity is subject to licensing in the consultant's country) and copy of the registration certificate;
  - o copy of articles of incorporation;
  - o list of completed projects as a firm.

• **QUALIFICATIONS IN THE FIELD OF THE ASSIGNMENT:**

- at least 3 completed projects during the last 10 years in supervision of works contract (at least 1 related to WWTP construction supervision and at least 1 project financed by IFI), 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.

• **QUALIFICATION OF PERSONNEL:**

In the Client view, the Consultant Team of Key Experts shall comprise the following key personnel:

1. Project Manager/Team Leader
2. Site Engineer
3. Senior Design Engineer
4. Quality Assurance Expert
5. Structural Engineer
6. Electrical Engineer
7. Mechanical Engineer
8. Environmental and Health & Safety
9. Social specialist

The Senior Design Engineer could provide his services from home.

All key personnel shall be fluent in English, and knowledge of the local languages will be considered an asset, and be fully computer literate, word processing, spreadsheet, etc.

The required qualifications for the project team are presented in the table below. The Consultant shall propose the time commitment for each of the key staff in the proposal.

**Key Experts**

Position	Qualification Requirements
A. Project Manager (Team Leader)	<ul style="list-style-type: none"> <li>- Minimum B.Sc. degree in civil/water/environmental engineering or similar;</li> <li>- Minimum 15 years' planning, implementation and monitoring of international projects, with regard to Wastewater Treatment Plant</li> <li>- Minimum 8 years' experience as Project Manager or Team Leader of multi-disciplinary teams in the design and construction under similar projects;</li> <li>- Familiarity with and experience &amp; knowledge of the procurement policy and rules of international financial institutions such as the World Bank, EBRD and knowledge of World Bank Plant Design, Supply and Install conditions of contract;</li> <li>- Permanent employee of the Consultant for a period of minimum 3 years within last 10 years.</li> </ul>
B. Site Engineer	<ul style="list-style-type: none"> <li>- Minimum B.Sc. degree in civil/water/environmental engineering or similar;</li> <li>- Minimum 7 years' planning, implementation and monitoring of similar projects, with regard to Wastewater Treatment Plant;</li> <li>- Minimum 6 years' experience as Site Engineer of multi-disciplinary teams in the design and construction under similar projects;</li> <li>- Familiarity with and experience &amp; knowledge of the procurement policy and rules of international financial institutions.</li> </ul>
C. Senior Design Engineer	<ul style="list-style-type: none"> <li>- Minimum B.Sc. degree in civil/water/environmental engineering or similar;</li> <li>- The Candidate is expected to have designed at least 2 Wastewater Treatment Plants of similar technology and complexity over a 10 years period.</li> </ul>
D. Quality Assurance Expert	<ul style="list-style-type: none"> <li>- A degree in Civil/ Mechanical Engineering;</li> <li>- Minimum 6 years of experience in quality management of civil works and materials testing;</li> <li>- Experience of dealing with clarifiers, trickling filters, pumping stations, pipe networks construction contracts is essential, including electrical and mechanical equipment.</li> <li>- Experience in similar position on at least two (2) successful projects of similar size and complexity during last 7 years shall be demonstrated.</li> </ul>
E. Structural Engineer	<ul style="list-style-type: none"> <li>- A degree in Structural Engineering;</li> <li>- Minimum 6 years of experience in structural works;</li> <li>- Experience in construction of reinforced concrete structures.</li> <li>- Experience in similar position on at least two (2) successful projects of similar size and complexity shall be demonstrated.</li> </ul>
F. Electrical Engineer	<ul style="list-style-type: none"> <li>- A degree in electrical and control engineering;</li> <li>- Minimum 6 years of experience in the management of electrical and control works;</li> <li>- Experience of dealing with electrical and control systems of clarifiers, trickling filters, pumping stations, pipe networks construction contracts is essential, including exterior electrical supply of the equipment and plants;</li> </ul>

Position	Qualification Requirements
	<ul style="list-style-type: none"> <li>- Experience in similar position on at least two (2) successful projects of similar size and complexity shall be demonstrated.</li> </ul>
G. Mechanical Engineer	<ul style="list-style-type: none"> <li>- A degree in Mechanical Engineering;</li> <li>- Minimum 6 years of experience in the management of mechanical works;</li> <li>- Experience of dealing with clarifiers, trickling filters, pumping stations, pipe networks construction contracts is essential, including mechanical equipment;</li> <li>- Experience in similar position on at least two (2) successful projects of similar size and complexity shall be demonstrated.</li> </ul>
H. Environmental and Health & Safety	<ul style="list-style-type: none"> <li>- University degree in biology, environment or similar;</li> <li>- Minimum 5 years' relevant work experience in managing occupational health, safety performance including implementation of environmental management plan of infrastructure project of at least one international contract technically similar in complexity. The specific experience process, according to Environmental and Social standards of World Bank and/or other IFI's as well as according to Local laws would be an advantage.</li> </ul>
I. Social specialist	<ul style="list-style-type: none"> <li>- University degree in social science or similar;</li> <li>- Relevant experience in citizen engagement, managing compliance, addressing gender-based violence/ sexual exploitation/ sexual abuse and sexual harassment etc.;</li> <li>- Minimum of 5 years' experience in the project's that have respected Environmental and Social standards of World Bank and/or other IFI's would be an advantage.</li> </ul>

### Non-key experts

The number and type of specialists to be mobilised will be agreed between the Employer and the Consultant as the need arises. For estimating purposes, a number of individual expert visits and a global number of person-months are to be shown in the proposal.

Non-key experts may only be mobilised upon the written consent of Client and must provide mission reports prior to their demobilisation. Non-key experts may be required in the following areas:

- specific equipment expertise;
- geology and geotechnical expertise;
- hydrology;
- hydraulics;
- claim expertise;
- legal adviser;
- financial experts;
- traffic safety, etc.

Also, the Consultant shall provide technical staff licensed as Technical Supervisors, to cover the supervision activities in construction and specialized works as required by the Applicable Law, which shall be made available as needed.

Consultants are encouraged to associate with local firms and include in the team local Technical Support Staff. The applicants are strongly encouraged to involve qualified female candidates.