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## SELECTION OF CONSULTANTS

# Request for Proposals Consulting Services

### Procurement of:

**RFP No:** MRCP/CS/08/01

**Consulting Services for:** Construction Supervision of Rehabilitation Works on Corridor 8 “ G88: Cornești – Boghenii Noi – Năpădeni – M5 and G86: G88–Dereneu–G85”

**Client:** S.A. “Administrația Națională a Drumurilor”  
(National Road Administration)

**Country:** Republic of Moldova

**Issued on:** 10 September, 2025

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## **PART I**

### **Section 1. Request for Proposal Letter**

## Request for Proposal Letter

### Consulting Services

**Name of Assignment: Construction Supervision of Rehabilitation Works on Corridor 8 “G88: Cornești – Boghenii Noi – Năpădeni – M5 and G86: G88–Dereneu–G85”**

**RFP Reference No.: MRCP/CS/C8/01**

**Loan No./Credit No.: 9672-MD (IBRD)/7538-MD**

**Country: Republic of Moldova**

**Date: 10 September, 2025**

*[insert: Name and Address of Consultant. In case of a Joint Venture (JV), full name of the JV and the names of each member as in the submitted Expression of Interest shall be used]*

Dear Mr. /Ms.:

1. The Republic of Moldova (hereinafter called “Borrower”) has received financing from the International Bank for Reconstruction and Development (IBRD) (the “Bank”) in the form of a “loan” (hereinafter called “loan”) and the International Development Association (IDA)/ (the “Bank”) in the form of “credit” hereinafter called “credit” toward the cost of Moldova Rural Connectivity Project. The S.A. “Administrația Națională a Drumurilor” (National Road Administration, (NRA)), an implementing agency of the Client, intends to apply a portion of the proceeds of this loan/credit to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the Client and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan/financing agreements. The loan/financing agreement prohibits a withdrawal from the loan/credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the Client shall derive any rights from the loan/financing agreement or have any claims to the proceeds of the loan/credit.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”) for Construction Supervision of Rehabilitation Works on Corridor 8 “G88: Cornești – Boghenii Noi – Năpădeni – M5 and G86: G88–Dereneu–G85”.

More details on the Services are provided in the Terms of Reference (Section 7).

3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

1. TECNIC Consulting Engineering Romania (Romania);
2. Joint Venture between Intercontinental Consultants and Technocrats Pvt. Ltd. (ICT) (India) and INSTITUT IGH, Joint – Stock Company for Research and Development in Civil Engineering (IGH) (Croatia);
3. TÜMAŞ Turkish Engineering, Consulting & Contracting CO. (Turkey);
4. JV between MSV International Inc. (USA), Hong-Ik Engineering Consultants (Republic of Korea) and Search Corporation S.R.L. (Romania), (ABP Project S.R.L. (Moldova) as sub-consultant);
5. JV between SUEZ Consulting (SAFEGE)(France) and Temelsu International Engineering Services Inc (Turkey);
6. IRD Engineering S.r.l. (Italy);
7. DONGSUNG Engineering Co., Ltd. (Republic of Korea);
8. JV between Roughton Limited (United Kingdom) and UBM Uluslararası Birleşmiş Müşavirler Müşavirlik Hizmetleri A.Ş. (Turkey).

4. It is not permissible to transfer this RFP to any other firm.

5. A firm will be selected under Quality and Cost Based Selection procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank's "Procurement Regulations for IPF Borrowers" dated September 2023 ("Procurement Regulations"), which can be found at the following website: [www.worldbank.org](http://www.worldbank.org)

The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal (FTP) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract (Time-Based)

Section 9 - [Notification of Intention to Award and Beneficial Ownership Forms](#)

6. Please inform us by *September 15<sup>th</sup>, 2025*, in writing at address or by E-mail provided below:

- (a) that you have received this Request for Proposals; and

- (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
7. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful Consultant's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the Request for Proposals.
8. Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

**S.A “Administrația Națională a Drumurilor”**

(National Road Administration)

Mrs. Natalia CAPATINA

Adress: MD-2004, Bucuriei str. 12 A, Office 401

Chisinau, Republic of Moldova

E-mail: [procurement@andsa.md](mailto:procurement@andsa.md)

Website: [www.andsa.md](http://www.andsa.md)

## Section 2. Instructions to Consultants and Data Sheet

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## Instructions to Consultants

### A. General Provisions

#### 1. Definitions

- (a) **“Affiliate(s)”** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) **“Borrower”** means the Government, Government agency or other entity that signs the loan/financing agreement with the Bank.
- (e) **“Client”** means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) **“Client’s Personnel”** is as defined in Clause GCC 1.1(e).
- (g) **“Consultant”** means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) **“Contract”** means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) **“Contractor”** is as defined in Clause GCC 1.1.(h).
- (j) **“Contractor’s Personnel”** is as defined in Clause GCC 1.1(i).
- (k) **“Data Sheet”** means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to

supplement, but not to over-write, the provisions of the ITC.

- (l) **“Day”** means a calendar day, unless otherwise specified as **“Business Day”**. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- (m) **“ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).
- (n) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (o) **“Government”** means the government of the Client’s country.
- (p) **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (q) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (r) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (s) **“ITC”** (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (t) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services

or any part thereof under the Contract and whose CVs are not evaluated individually.

- (u) **“Proposal”** means the Technical Proposal and the Financial Proposal of the Consultant.
- (v) **“RFP”** means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (w) **“Services”** means the work to be performed by the Consultant pursuant to the Contract.
- (x) **“Sexual Exploitation and Abuse” “(SEA)”\*** means the following:

**Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

**Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

- (y) **“Sexual Harassment” “(SH)”\*** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s or Client’s Personnel.
- (z) **“Site”** is as defined in Clause GCC 1.1 (z).
- (aa) **“SPD - RFP”** means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (bb) **“Sub-consultant”** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (cc) **“Terms of Reference (TORs)”** (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and

the Consultant, and expected results and deliverables of the assignment.

\*A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section 3.

## 2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

## 3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.
  - 3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

- a. Conflicting Activities**
- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
- b. Conflicting Assignments**
- (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
- c. Conflicting Relationships**
- (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.
- 4. Unfair Competitive Advantage**
- 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

## **5. Fraud and Corruption**

5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

## **6. Eligibility**

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the applicable Procurement Regulations.

6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:

### **a. Sanctions**

6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the **PDS**.

### **b. Prohibitions**

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial

relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

**c. Restrictions for State-Owned Enterprises**

- 6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

**d. Restrictions for Public Employees**

- 6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:

- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

**e. Borrower Debarment**

- 6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

## **B. Preparation of Proposals**

### **7. General Considerations**

- 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing

the information requested in the RFP may result in rejection of the Proposal.

**8. Cost of Preparation of Proposal**

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

**9. Language**

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

**10. Documents Comprising the Proposal**

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

**11. Only One Proposal**

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

**12. Proposal Validity**

12.1 Proposals shall remain valid until the date specified in the **Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.1.1.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.

**a. Extension of Proposal Validity**

12.4 The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

**b. Substitution of Key Experts at Validity Extension**

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

**c. Sub-Contracting**

12.9 The Consultant shall not subcontract the whole of the Services.

**13. Clarification and Amendment of RFP**

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

**14. Preparation of Proposals Specific Considerations**

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If

shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

## **15. Technical Proposal Format and Content**

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

## **16. Financial Proposal**

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a)

remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

- |                                |      |   |
|--------------------------------|------|---|
| <b>a. Price Adjustment</b>     | 16.2 | For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the <b>Data Sheet</b> .   |
| <b>b. Taxes</b>                | 16.3 | The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the <b>Data Sheet</b> . Information on taxes in the Client's country is provided in the <b>Data Sheet</b> . |
| <b>c. Currency of Proposal</b> | 16.4 | The Consultant may express the price for its Services in the currency or currencies as stated in the <b>Data Sheet</b> . If indicated in the <b>Data Sheet</b> , the portion of the price representing local cost shall be stated in the national currency.           |
| <b>d. Currency of Payment</b>  | 16.5 | Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.   |

### C. Submission, Opening and Evaluation

- |  |        |  |
|--|--------|--|
| <b>17. Submission, Sealing, and Marking of Proposals</b> | 17.1   | The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the <b>Data Sheet</b> , the Consultant has the option of submitting its Proposals electronically. |
|  | 17.2   | An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.   |
|  | 17.2.1 | A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized   |

representative who has a written power of attorney signed by each member's authorized representative.

- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"
- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" "[Name of the Assignment], [reference number], [name and address of the Consultant]", and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]".
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data**

**Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

## **18. Confidentiality**

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.
- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing.

## **19. Opening of Technical Proposals**

- 19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.
- 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted

prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

**20. Proposals  
Evaluation**

- 20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the Financial Proposals are opened.
- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

**21. Evaluation of  
Technical  
Proposals**

- 21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

**22. Notification of  
Results of  
Technical  
Evaluation,  
Opening of  
/Invitation to  
Submit Financial  
Proposals for  
QBS**

- 22.1 Following ranking of the Technical Proposals and determination of the proposal that has achieved the highest technical score, the Client shall notify in writing the highest ranking Consultant of its technical score and that its Technical Proposal has been evaluated as the highest ranking.
- 22.2 The Client shall simultaneously notify in writing the other Consultants: (i) on their overall technical score, as well as scores obtained for each criterion and sub-criterion, and that their technical proposals have not been evaluated as the highest ranked; and (ii) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing.
- 22.3 If Financial Proposals were invited together with the Technical Proposals, the Client shall notify all of the Consultants that submitted proposals of the date, time and location of the public opening of the Financial Proposals of the highest ranking Consultant. If Financial Proposals were not invited to be submitted along with the Technical Proposals, opening of Financial Proposals does not apply,

and the highest ranking Consultant shall be invited to submit its Financial Proposals for negotiations.

- 22.4 The opening date of the Financial Proposal or invitation of the highest ranking Consultant to submit its Financial Proposal, as applicable, shall not be earlier than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date or the date to invite submission of Financial Proposal, as applicable, shall be subject to ITC 35.1.

**23. Public Opening  
of Financial  
Proposals (for  
QCBS, FBS, and  
LCS methods)**

- 23.1 After the technical evaluation is completed, the Client shall notify in writing those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:
- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
  - (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
  - (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
  - (iv) notify them of the date, time and location of the public opening of the Financial Proposals.
- 23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:
- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
  - (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;

- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.3 The opening date shall not be earlier than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 35.1.

23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

## **24. Correction of Errors**

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

### **a. Time-Based Contracts**

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total)

and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

**b. Lump-Sum Contracts**

24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

**25. Taxes**

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

**26. Conversion to Single Currency**

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

**27. Combined Quality and Cost Evaluation**

**a. Quality and Cost-Based Selection (QCBS)**

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

**b. Fixed-Budget Selection (FBS)**

27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.

**c. Least-Cost Selection**

- 27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
- 27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.

## **D. Negotiations and Award**

**28. Negotiations**

**a. Availability of Key Experts**

- 28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
- 28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
- 28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

**b. Technical Negotiations**

- 28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and

finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

**c. Financial Negotiations**

28.6 The negotiations include the clarification of the Consultant’s tax liability in the Client’s country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts’ remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates’ structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

**29. Conclusion of Negotiations**

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant’s authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will then invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

**30. Standstill Period**

30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has

not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

**31. Notification of Intention to Award**

31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- (b) the contract price of the successful Proposal;
- (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
- (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
- (f) the final combined scores and the final ranking of the Consultants;
- (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- (h) the expiry date of the Standstill Period; and
- (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

**32. Notification of Award**

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, and upon verifying that the Consultant (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of

such notification. The Client will require the Consultant to replace any subconsultant that is disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

#### Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.
- (f) successful Consultant's Beneficial Ownership Disclosure Form.

32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette.

### **33. Debriefing by the Client**

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be

extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period

- 33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting

#### **34. Signing of Contract**

- 34.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.
- 34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

#### **35. Procurement Related Complaint**

- 35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

## Section 2. Instructions to Consultants

### E. Data Sheet

ITC Reference	A. General
1 (b)	The Applicable Law is the law of the <b>Republic of Moldova</b> .
2.1	<p><b>Name of the Client:</b> <u>S.A. “Administrația Națională a Drumurilor” (National Road Administration)</u></p> <p><b>Method of selection:</b> QCBS as per the Procurement Regulations (available on <a href="http://www.worldbank.org">www.worldbank.org</a>)</p>
2.2	<p><b>Financial Proposal to be submitted together with Technical Proposal.</b> Yes <u>X</u> No ____</p> <p><b>The name of the assignment is:</b> Construction Supervision of Rehabilitation Works on Corridor 8 “G88: Cornești – Boghenii Noi – Năpădeni – M5 and G86: G88–Dereneu–G85”.</p>
2.3	A pre-proposal conference will be held: Yes __ No <u>X</u>
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <u>Please refer to Section 7 [Terms of References].</u>
4.1	N/A
6.3.1	A list of debarred firms and individuals is available at the Bank’s external website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>
<b>B. Preparation of Proposals</b>	
9.1	This RFP has been issued in the <u>English</u> language.

	<p><b>Proposals shall be submitted in <u>English</u> language.</b></p> <p><b>All correspondence exchange shall be in <u>English</u> language.</b></p>
<b>10.1</b>	<p><b>The Proposal shall comprise the following:</b></p> <p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <ul style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) TECH-1</li> <li>(3) TECH-2</li> <li>(4) TECH-3</li> <li>(5) TECH-4</li> <li>(6) TECH-5</li> <li>(7) TECH-6</li> <li>(8) TECH-7 Code of Conduct (ES): The Consultant shall submit its Code of Conduct that will apply to the Experts, to ensure compliance with the Consultant's Environmental and Social (ES) obligations under the Contract. The Consultant shall use for this purpose the Code of Conduct form in Section 3. No substantial modifications shall be made to this form, except that the Consultant may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</li> <li>(9) TECH-8 Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration</li> </ul> <p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal:</b></p> <ul style="list-style-type: none"> <li>(1) FIN-1</li> <li>(2) FIN-2</li> <li>(3) FIN-3</li> <li>(4) FIN-4</li> </ul>
<b>10.2</b>	<p><b>Statement of Undertaking is required: Yes_____, or No___X___</b></p>
<b>11.1</b>	<p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes.</b></p>

<b>12.1</b>	<b>Proposals must remain valid</b> until: February 25 <sup>th</sup> , 2026.
<b>13.1</b>	<p><b>Clarifications may be requested no later than 20 days prior to the submission deadline.</b></p> <p>The contact information for requesting clarifications is:</p> <p>Mrs. Natalia Capatina  Address: MD-2004, Bucuriei str. 12 A, Chisinau, Republic of Moldova  E-mail: <a href="mailto:procurement@andsa.md">procurement@andsa.md</a></p>
<b>14.1.1</b>	<p><b>Shortlisted Consultants may associate with</b></p> <p>(a) <b>non-shortlisted consultant(s):</b> Yes___X___, or No_____</p> <p>(b) <b>other shortlisted Consultants:</b> Yes_____, or No___X___</p>
<b>14.1.2</b>	<b>Estimated input of Key Experts' time-input: 61.5 person-months.</b>
<b>14.1.3</b>	<p>The Consultant's Proposal must include <b><u>the minimum</u></b> Key Experts' time-input of <b>61.5 person-months</b>.</p> <p><b>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</b></p> <p><b>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</b></p>
<b>14.1.4 and 27.2</b>	N/A
<b>15.2</b>	<p>The format of the Technical Proposal to be submitted is: <b>FTP</b></p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>

16.1	<p>Amend the wording from ITC 16.1, to read as follows: “(b) <i>the only accepted reimbursable expense is the cost of Designer’s Representative’s input</i>”.</p> <p>No other reimbursable expenses shall be accepted.</p> <p>All other costs which the Consultant might incur shall be deemed included in the remuneration costs.</p>
16.2	<p><b>A price adjustment provision applies to remuneration rates:</b> Yes _____X_____ or No _____</p> <p>Price adjustment applies to foreign and local inflation.</p>
16.3	<p>Pursuant to the <b>Law no. 176/2024 and Government Decision no. 114/2025</b>, the supply of goods and/or services intended for the implementation of the Project, financed from the Loan Agreement No. 9672-MD dated June 19, 2024, is exempt from VAT with the right to deduct, as well as from excise duties and the environmental pollution tax and VAT without the right to deduct, excise duties, customs duties, customs procedure taxes and the tax on the goods which, in the process of use, cause environment pollution for the supply of goods or/and services performed in the Client’s country.</p> <p>The Client shall provide, upon request from the Consultant, a confirmation of the exemption from such taxes and duties, in the Client’s country for implementation of the project, in accordance with the referenced regulations.</p> <p>The Consultant and its Sub-consultants and Experts are responsible to determine their tax obligations in the Client’s country.</p> <p>With reference to the <b>Income Tax</b> - in case a Treaty for the avoidance of double taxation is signed between the Republic of Moldova and the country where the Consultant resides, , the Consultant will present the Residency Certificate to attest the country where the Income Tax will be paid, in order to avoid double income taxation and no tax will be paid in the Republic of Moldova. If there is no treaty for avoidance of double taxation signed between the Republic of Moldova and the country where the Consultant is residing, the income tax will be withheld from each payment in accordance with the legislation in force in the Republic of Moldova.</p> <p><b>Consultants are strongly encouraged to check on the availability of such treaty with the Republic of Moldova during proposals preparation and factor in the respective costs, if applicable.</b></p>

16.4	<p><b>The Financial Proposal shall be stated in the following currency:</b></p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>The Financial Proposal should state local costs in the Client's country currency (local currency): No.</p>
<p style="text-align: center;"><b>C. Submission, Opening and Evaluation</b></p>	
17.1	<p><b>The Consultants shall not have the option of submitting their Proposals electronically.</b></p>
17.4	<p><b>The Consultant must submit:</b></p> <p>(a) <b>Technical Proposal:</b> one (1) original, 1 (one) copy;</p> <p>(b) <b>Financial Proposal:</b> one (1) original.</p> <p>The electronic copy of the proposal shall be provided on 2 (two) separate USB-sticks – one for the Technical Proposal and the other one for the Financial Proposal.</p> <p>The USB-stick with the electronic copy of the Technical Proposal shall be enclosed in the sealed envelope with the copy of the Technical Proposal.</p> <p>The USB-stick with the electronic copy of the Financial Proposal shall be enclosed in the sealed envelope with the copy of the Financial Proposal. All tables forming part of the Financial Proposal shall be provided in MS Excel native format.</p> <p>In case of any discrepancy between the printed original proposals and any copy, including the electronic copy, the text and information in the original proposal shall prevail.</p>
17.7 and 17.9	<p><b>The Proposals must be submitted no later than:</b></p> <p><b>Date:</b> October 28<sup>th</sup>, 2025</p> <p><b>Time: 10:00 local time</b></p> <p>With warning marking [<b>“DO NOT OPEN BEFORE OCTOBER 28<sup>TH</sup>, 2025</b>] to the outer sealed envelope.</p> <p><b>The Proposal submission address is:</b> S.A “Administrația Națională a Drumurilor” (National Road Administration)</p>

	Office 401, Bucuriei str. 12A, MD 2004 Chisinau, Republic of Moldova To: Mrs. Natalia Capatina						
<b>19.1</b>	<p><b>An online option of the opening of the Technical Proposals is offered:</b> No</p> <p><b>The opening shall take place at:</b> Street Address: Bucuriei 12 A Floor, room number: 4<sup>th</sup> floor, room 400 City: Chisinau Country: Republic of Moldova <b>Date:</b> same as the submission deadline indicated in 17.7. <b>Time:</b> 10:15 local time</p>						
<b>19.2</b>	In addition, the following information will be read aloud at the opening of the Technical Proposals: N/A.						
<b>21.1</b>	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p style="text-align: right;"><u>Points</u></p> <p>i) <b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</b> [20]</p> <p><i>[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</i></p> <p>(ii) <b>Key Experts' qualifications and competence for the Assignment:</b></p> <p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <table> <tr> <td>a) Position K-1: Team Leader/Engineer's Representative</td><td>30</td></tr> <tr> <td>b) Position K-2: Material Engineer</td><td>20</td></tr> <tr> <td>c) Position K-3: Quantity Surveyor</td><td>20</td></tr> </table>	a) Position K-1: Team Leader/Engineer's Representative	30	b) Position K-2: Material Engineer	20	c) Position K-3: Quantity Surveyor	20
a) Position K-1: Team Leader/Engineer's Representative	30						
b) Position K-2: Material Engineer	20						
c) Position K-3: Quantity Surveyor	20						

	<p style="text-align: right;"><b>Total points for criterion (iii):</b> [70]</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <ul style="list-style-type: none"> <li>1) General qualifications (general education, training, and experience): 10%</li> <li>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 80%</li> <li>3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 10%</li> </ul> <p style="text-align: right;">Total weight: 100%</p> <p><b>(iii) Participation by nationals among proposed Key Experts</b> [10]</p> <p><i>[Calculated as a ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Proposal]</i></p> <p><b>Total points for the five criteria: 100</b></p> <p><b>The minimum technical score (St) required to pass is: 70</b></p>
	<b>Public Opening of Financial Proposals</b>
<b>23.4</b>	<b>An online option of the opening of the Financial Proposals is offered:</b> No.
<b>23.5</b>	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact the Client at <a href="mailto:procurement@andsa.md">procurement@andsa.md</a> and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available.</p>

25.1	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes, including VAT, on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all applicable indirect local taxes will be discussed and agreed (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Moldovan Leu.</p> <p>The official source of the selling (exchange) rate is: the National Bank of Moldova.</p> <p>The date of the exchange rate is the deadline for submission of proposals.</p>
27.1	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" is the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b></p> <p><b>T</b> = 80, and</p> <p><b>P</b> = 20.</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p>
	<p><b>D. Negotiations and Award</b></p>
28.1	<p><b>Expected date and address for contract negotiations: February, 2026.</b></p> <p><b>The negotiations are expected to be conducted at the Client's premises, at the address indicated at ITC 17.7 above. Upon agreement of both parties, negotiations can be conducted via electronic communication means.</b></p>

34.2	<p><b>Expected date for the commencement of the Services:</b></p> <p><b>Date:</b> February, 2026</p>
35.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “<u>Procurement Regulations for IPF Borrowers</u> (Annex III).” If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email), to:</p> <p><b>For the attention:</b> Mrs. Natalia Capatina</p> <p><b>Title/position:</b> Chief of the Procurement Section</p> <p><b>Client:</b> National Road Administration</p> <p><b>Email address:</b> procurement@asd.md</p> <p>A copy of the complaint can be sent for the Bank’s information and monitoring to: <a href="mailto:pprocurementcomplaints@worldbank.org">pprocurementcomplaints@worldbank.org</a>.</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of this Request for Proposal;</li> <li>2. the Client’s decision to exclude a Consultant from the procurement process prior to the award of contract; and</li> <li>3. the Client’s decision to award the contract.</li> </ol>



## Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

### CHECKLIST OF REQUIRED FORMS

<b>Required for FTP ✓</b>	<b>FORM</b>	<b>DESCRIPTION</b>	<b><i>Page Limit</i></b>
<b>FTP</b>			
✓	TECH-1	Technical Proposal Submission Form.	
✓ If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
✓ If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
✓	TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓	TECH-3A	A. On the Terms of Reference	
✓	TECH-3B	B. On the Counterpart Staff and Facilities	
✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	15
✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
✓	TECH-7	Code of Conduct (ES)	
✓	TECH-8	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration	

**All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.**

**FORM TECH-1****TECHNICAL PROPOSAL SUBMISSION FORM**

{ Location, Date }

To: **S.A “Administrația Națională a Drumurilor”**  
**Represented by: Mr. Sergiu BEJAN**  
**MD-2004, Bucuriei str. 12A, Chisinau,**  
**Republic of Moldova**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Construction Supervision of Rehabilitation Works on Corridor 8 “G88: Cornești – Boghenii Noi – Năpădeni – M5 and G86: G88–Dereneu–G85”** in accordance with your Request for Proposals (RFP) dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.
- (c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 5.

(e) We, along with any of our sub-consultants, sub-contractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(f) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the others].*

We *[where JV, insert: “including any of our JV members”]*, and any of our sub-consultants:

- (i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
  - (ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
  - (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]
- (h) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (i) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

---

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

**FORM TECH-2**  
**NOT APPLICABLE**

**FORM TECH-3****COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

---

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

**A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

## FORM TECH-4

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

---

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing }

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks, (including on the Environmental and Social (ES) aspects, and, as required in the TOR, on managing cyber security risks related to the proposed consulting services contract and/or monitoring that cyber security risks are adequately managed by prospective contractor/s under the contract/s to be supervised/managed by the Consultant) to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR in here. }
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }

**[All Form TECH-4 shall not exceed maximum 15 pages, including charts and diagrams]**

## FORM TECH-5

### WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
<b>D-1</b>	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Client}												
<b>D-2</b>	{e.g., Deliverable #2:.....}												

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

## FORM TECH-6


### TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	.....		D-...		Home	Field	Total
<b>KEY EXPERTS</b>															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]		[1.0]		[1.0]							
			[Field]	[0.5 m]		[2.5]		[0]							
K-2															
K-3															
n															
<b>Subtotal</b>															
<b>NON-KEY EXPERTS</b>															
N-1			[Home]												
			[Field]												
N-2															
n															
<b>Subtotal</b>															
<b>Total</b>															

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals a number of maximum working (billable) days in a specific month. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

 Full time input

 Part time input

## FORM TECH-6 (CONTINUED)

### CURRICULUM VITAE (CV)

<b>Position Title and No.</b>	{ e.g., K-1, TEAM LEADER }
<b>Name of Expert:</b>	{ Insert full name }
<b>Date of Birth:</b>	{ day/month/year }
<b>Country of Citizenship/Residence</b>	

**Education:** { List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained }

---

**Employment record relevant to the assignment:** { Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included. }

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Hbbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

---

Language Skills (indicate only languages in which you can work): \_\_\_\_\_

---

**Adequacy for the Assignment:**

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

**Expert's contact information:** (e-mail ....., phone.....)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{ day/month/year }

Name of Expert

Signature

Date

{ day/month/year }

Name of authorized  
Representative of the Consultant  
(the same who signs the Proposal)

Signature

Date

**FORM TECH-7**  
**CODE OF CONDUCT FOR EXPERTS (ES) FORM**  
**CODE OF CONDUCT FOR EXPERTS**

**Note to the Consultant:**

**The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified.** However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Consultant shall initial and submit the Code of Conduct form as part of its Proposal.

We are the Consultant, [*enter name of Consultant*]. We have signed a contract with [*enter name of Client*] for [*enter description of the Services*]. These Services will be carried out at [*enter the Site and other locations as appropriate*]. Our contract requires us to implement measures to address environmental and social risks related to the Services, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Services. It applies to all Experts at the Site or other places where the Services are being carried out.

This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

**REQUIRED CONDUCT**

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment; and
  - c. following applicable emergency operating procedures.

4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor's Personnel or Client's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another ;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who makes use of grievance mechanism for Experts or the project's Grievance Redress Mechanism.

### **RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Consultant's social expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Consultant's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

### CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Consultant's contact person(s) with relevant experience*] requesting an explanation.

Name of Expert: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Consultant:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)**

**ATTACHMENT 1 TO THE CODE OF CONDUCT FORM**  
**BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND**  
**BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

**(1) Examples of sexual exploitation and abuse** include, but are not limited to:

- An Expert tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- An Expert rapes, or otherwise sexually assaults a member of the community.
- An Expert denies a person access to the Site unless he/she performs a sexual favor.
- An Expert tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

**(2) Examples of sexual harassment in a work context**

- An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
- When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is “asking for it” because of how he/she dresses.
- Unwelcome touching of an Expert or Employer’s Personnel by another Expert.
- An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

**FORM TECH-8**  
**SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT (SH)**  
**PERFORMANCE DECLARATION**

*[The following table shall be filled in for the Consultant, each member of a Joint Venture and each subconsultant proposed by the Consultant]*

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subconsultant's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

<b>SEA and/or SH Declaration</b>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>

## **Section 4. Financial Proposal - Standard Forms**

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1      Financial Proposal Submission Form

FIN-2      Summary of Costs

FIN-3      Breakdown of Remuneration

FIN-4      Reimbursable expenses

## FORM FIN-1

### FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: **S.A. “Administrația Națională a Drumurilor”**  
**Represented by: Mr. Sergiu BEJAN**  
**MD-2004, Bucurei str. 12A, Chisinau,**  
**Republic of Moldova**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Construction Supervision of Rehabilitation Works on Corridor 8 “G88: Cornești – Boghenii Noi – Năpădeni – M5 and G86: G88–Dereneu–G85” in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, *excluding of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet*. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

---

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}\_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

**FORM FIN-2 SUMMARY OF COSTS**

Item	Cost
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}
	<i>{Insert Foreign Currency # 1}</i> <i>{Insert Foreign Currency # 2, if used}</i> <i>{Insert Foreign Currency # 3, if used}</i> <i>{Insert</i> <i>Local Currency, if used and/or required (16.4 Data Sheet)}</i>
<b>Cost of the Financial Proposal</b>	
Including:	
(1) <b>Remuneration</b>	
<b>Total Cost of the Financial Proposal:</b> {Should match the amount in Form FIN-1}	
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>	
(i) {insert type of tax e.g., VAT or sales tax}	<b>Not Applicable</b>
(ii) {e.g., income tax on non-resident experts}	
(iii) {insert type of tax}	
<u>Total Estimate for Indirect Local Tax:</u>	

**Footnote: Payments will be made in the currency expressed above (Reference to ITC 16.4).**

**FORM FIN-3 BREAKDOWN OF REMUNERATION**

A. Remuneration _____								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
_____	<b>Key Experts</b> _____							
K-1	_____	_____	[Home]	_____	_____	_____	_____	_____
	_____	_____	[Field]	_____	_____	_____	_____	_____
K-2	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
_____	<b>Non-Key Experts</b> _____							
N-1	_____	_____	[Home]	_____	_____	_____	_____	_____
N-2	_____	_____	[Field]	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	Total Costs				_____	_____	_____	_____

### FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}
1	Designer's Representative *	person-month	5,000 EUR*	20.5	
Total Costs					

- The Total of 20.5 person-months is allocated for the combined services of Designer's Representative. The fee rate for the Services of the Designer's Representative is fixed at EUR 5,000 (five thousand) per month, inclusive of all costs. Payments for these services will be based on the submission of time sheets for the actual time used and monthly reports showing the completed and ongoing activities of the month. The resulting amount of EUR 102,500.00 is included as a Provisional Sum in Form FIN-4. Payment requests will form part of the Consultant's monthly invoices.

## **Section 5. Eligible Countries**

**In reference to ITC 6.3.2**, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): none.

Under the ITC 6.3.2 (b): none.

## Section 6. Fraud and Corruption

(This Section 6, Fraud and Corruption shall not be modified)

### 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

### 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or

indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## **Section 7. Terms of Reference**

### **1. PROJECT BACKGROUND**

1. The S.A. „Administrația Națională a Drumurilor” is the government entity responsible for the road transport network construction, repair and maintenance.
2. The World Bank (the “Bank” or “WB”) has provided financing towards a Loan/Credit to the S.A. „Administrația Națională a Drumurilor” (“the Employer” or (“the Client”) for the Moldova Rural Connectivity Project (“the Project”).
3. The Project objective is: (i) to improve climate-resilient road connectivity in selected rural communities; (ii) to enhance road transit through selected border crossings with Romania; and (iii) in case of an Eligible Crisis or Emergency, to respond promptly and effectively to it. The Project will finance the rehabilitation and upgrading of approximately 95 km of three priority local roads with climate resilient design to improve reliable, all-weather connectivity to markets, schools, health, and other social and economic centres. The works include road safety measures in the proximity of schools and settlement areas.

The works contract will be procured under the World Bank procurement regulations and follow the Bank’s standard procurement document.

For the execution of works under Corridor 8, the Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (“Red book”) Second edition 2017, reprinted 2022 with Amendments” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC), called “FIDIC” in this document from hereon, and the “Particular Conditions” in the Works Contract comprise of the World Bank’s Conditions of Particular Application (COPA) and the amendments and additions to such General Conditions.

4. The Works Contract therefore, calls for the appointment of “the Engineer” or “the Consultant” to supervise the civil works and manage the works contract as the “Employer’s Representative”. The Client seeks to engage an engineering consulting firm (“the Consultant”) to undertake the assignment for which this Terms of Reference is issued.

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

5. The overall objective of the assignment is to supervise the implementation of civil and related works and administer the Works Contract(s) (detailed below). In doing so the Consultant will assume the role of the “Engineer” as defined in the FIDIC as amended in the Works Contract. In addition, the Consultant will assist the Client with all aspects concerning contracts administrations, payments, and compliance with the environmental and social (E&S).
6. The Works Contract is:
  - the rehabilitation/reconstruction of Corridor 8 “G88: Cornești – Boghenii Noi – Năpădeni – M5 and G86: G88–Dereneu–G85”
    - Lot 1 G88: Cornești – Boghenii Noi – Năpădeni – M5, km 0+00 – km 16+200

- Lot 2: section 2.1: G88: Cornești – Boghenii Noi – Năpădeni – M5, km 16+200 – km 25+090, and section 2.2: G86: G88–Dereneu–G85, km 0+00 - km 8+395.
7. The expected outcome is roads rehabilitated/reconstructed that meets the highest quality standards, safe for the public to travel on and achieve this within the specified contract period and amount. The timely issuance of the Taking-Over Certificates, elimination of defects and issuance of Performance Certificates and Final Payment Certificates will be essential to achieving this outcome.
  8. The Consultant will be required to undertake the role of the “Engineer” as defined in the FIDIC. The Services to be provided by the Consultant will last about 33.5 months, which includes 0.5 month for pre-commencement activities, 18 months of works supervision, 12 months covering Defects Notification Period and 3 months for the Performance Certificates issue and other closing activities, Final Account and Contract close-out.
  9. The consulting services shall include, but not be limited to: (a) establishment of systems for contract administration and site supervision for civil Works Contracts, (b) the administration of Contracts, (c) control of works quantities and Contracts costs; (d) monitoring and reporting the progress of the Works and maintaining technical records; (e) verification and certification of Contractors’ interim and final payment certificates; (f) the acceptance and/or approval of Contractors’ key staff, insurances, guarantees, licenses, programs, method statements, traffic management plans, safety measures, suppliers and materials for incorporation in the works, the quality assurance and control plans, laboratory provisions and execution of the testing program, subcontractors, plant, equipment and environmental protection; (g) direct supervision of the works and monitoring of progress including weekly analysis of the work implemented against planned works and reporting outcomes to the Employer; (h) preparation of progress, technical and contractual reports, (i) monitor execution of the control tests of all materials intended for incorporation into permanent works and the all executed works (j) holding weekly and monthly progress meeting with the Contractors, recording and submitted signed copies of minutes to the Employer.

### **3. SCOPE OF SERVICES, TASKS (COMPONENTS) AND EXPECTED DELIVERABLES**

10. Broadly, the Consultant shall perform the following main tasks: (i) management of the works contract(s) and, (ii) Supervision of the Works Contract(s).
11. **Management of the Works Contract:** The Consultant will be required to undertake the role of the “Engineer” as defined in the conditions of the Works Contract. The Consultant shall perform the duties and authority of the Engineer as specified or necessarily implied from the Works Contract(s) as well as administer the Works Contract(s).

The Consultant shall perform his duties and act proactively, where the initiative lies with the Engineer in administering the Contract and in addition providing all necessary warning and reminders to the Contractor and the Employer to ensure timely and smooth implementation

of the project and to avoid circumstances that would lead to claims by the Contractor, by timely attending to responses to the Contractor's or the Employer's requests; while observing the requirements of the Contract.

12. The Consultant shall perform the Services in accordance with the laws and any other instruments having force of law in the Republic of Moldova as may be issued and in force from time to time.
13. **Supervision of the Works Contract(s):** The consultant shall be responsible for the comprehensive day-to-day supervision of the Works Contract(s). This includes ensuring that all civil works and related activities are executed and completed in strict accordance with the Contract terms, technical specifications, and relevant documentation. The consultant will apply international best practices to monitor progress, quality, and compliance, ensuring that the project adheres to safety standards, environmental regulations, and timelines. The consultant's role encompasses overseeing contractor performance, verifying material quality, inspecting construction methodologies, managing project records, and facilitating effective communication between stakeholders to ensure successful project delivery.
14. In addition, the Client nominates two firms, the Designers of the respective Lots, as sub-consultants to assist the Supervision Consultant with tasks to comply with Moldovan Legislation, as defined in CODE No. 434 of 28-12-2023, Urban Planning and Construction, dated 30-01-2024 and coming in force on January 30, 2025. These tasks relate to providing confirmation that the construction followed the requirements of the design, as amended during the construction phase.
15. The Consultant shall exercise all reasonable care to protect the interests of the Client, where this does not conflict with the duties of the Engineer as defined in the Civil Works Contract(s), to ensure the timely supervision and control of the Works and to ensure that the works are constructed in accordance with the civil Works Contract(s) in orderly manner, by respecting all relevant Health, Safety and Environmental requirements.

The detailed scope of services is as following:

### **Task 1: Support to the Client**

16. The Consultant shall support the Client with the following tasks:
  - administration of the civil works contract;
  - supervision of the works and monitoring of progress;
  - preparation of mandatory reporting. Ensure that all reports required by the WB for implementation of the contract are submitted on schedule;
  - implementation of the Environmental & Social Management Plan (ESMP);
  - Coordinate with the Client that all certified payments are made on time, by ensuring appropriate control and record systems are in place, in compliance with financier's and the country reporting requirements; and,
  - Prepare an integrated time schedule for progress meetings with the various parties; attend meetings together with the Client to support the investment programme as a

whole, seek response to reports, and discuss contract issues on a regular basis with the Client and other key people; prepare and circulate minutes of the meetings, including follow-up actions required to ensure progress.

17. The Consultant shall note that NRA is under obligation to seek World Bank's concurrence before agreeing to or implementing any modification or waiver of the terms and conditions of the Works Contract(s) including granting an extension of the stipulated time for performance. The Consultant shall note that the Accepted Contract Amount includes a Provisional Sum for Contingencies intended to cover any variations and price adjustment, if applicable.
18. The Consultant will seek prior written approval of the Employer for the following:
  - (i) certifying any payment or IPC for the Contractor's Advance Payments;
  - (ii) agreeing / instructing any changes in the project design which lead to changed contract amount or application of new rates or price with respect to any Variation;
  - (iii) issuing of any Contract Variation Order, except in an emergency as instructed by the Engineer in accordance with conditions of the Works Contract(s);
  - (iv) in the event of additional works, the Engineer shall report to the Employer in advance of instructing on the alternative approaches anticipated under conditions of the Works Contract(s), and on the relative merits of tendering vis-a-vis issuing a variation for such additional works;
  - (v) agreeing / approval of Price Adjustment Indices and base values;
  - (vi) the merits of Variations submitted by the Contractor;
  - (vii) issuing a variation order in work quantities;
  - (viii) approving any extension of the Time for Completion;
  - (ix) Authorise any reasonable request by the Contractor to work outside agreed time windows (e.g. at night or on locally recognised holidays) to expedite progress so as to comply with the Completion Date for the Works or any Section.
  - (x) granting any claim for any additional cost including any cost associated with extension of Time for Completion;
  - (xi) suspending the Works in accordance with conditions of the Works Contract.

Any response by the Engineer which requires Client's approval, except as otherwise expressly specified, shall be notified in writing to the Contractor within 42 days of receipt (21 days for the Engineer, 11 days for the Employer, and 10 days for the Engineer to consider Employer's comments), or as may be agreed by both the Engineer and the Contractor.

In case any delay in Works will be caused by slow response / initiative / determination or any other actions required and /or expected of the Engineer, the Engineer 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.

The Consultant will have the following obligations:

- ✓ Advise the Client on compliance by the Contractor with respect to sub-contracting (if the case), as specified in the Works Contract.

- ✓ Upon receipt of the contractors' Programme, and within the time stipulated in the FIDIC, notify the contractor, with a copy to the Client, with No Objection, or the extent to which the Programme does not comply with the Contract.
- ✓ Request the contractor to provide an expected monthly cash flow requirement.
- ✓ Verify that the progress of the Works is in compliance with the Programme Schedule not objected under the Contract on behalf of the Client. Notify the Client as far as possible in advance of any possible failure to attain the Work Programme by the applicable date or non-compliance with the Programme.
- ✓ Report on the Contractor's control of the progress of the Works to ensure completion of the Works within the time established in accordance with the works Contract.
- ✓ If for any cause other than those listed in the Contract, the rate of progress of the Works or any Section is at any time, in the Consultant's opinion, too slow to ensure the completion of the Works or any Section by the Completion Date, instruct the Contractor in accordance with the FIDIC in writing with a copy to the Client.
- ✓ Receive from the Contractor due copies of formal quarterly and monthly Progress Reports, in accordance with the FIDIC, checking the same to ensure that they cover all relevant aspects of the Works and highlights actual or potential departures from the Programme or Payment Schedules and stating the proposed or necessary measures to be taken by the Contractors to overcome such departures; commenting on and supplementing as necessary such Progress Reports before forwarding them to the Client, and advising them of any necessary measures to be taken to achieve completion of each Section within the applicable Time for Completion.
- ✓ Convene formal monthly meetings ("Contract Team Meetings") with all relevant parties. These meetings must have a formal agenda and minutes.
- ✓ Check the provision of all necessary insurance, performance securities and warranties and other relevant contract documentation.
- ✓ Submit monthly and comprehensive quarterly reports in a format and structure agreed with the Client, with a copy to the World Bank. A special emphasis will be given to the quarterly report that will update all aspects of the Contract implementation, with an appropriate executive summary and important annexes. The reports submissions shall not be later than 15 days after the end of each period.

## **Task 2: Tasks Prior to Start of Roads Rehabilitation Works**

- (a) Within two weeks from the date of the Contract Agreement of the Works Contract, the Engineer shall organise a meeting with the Employer's and Contractor's Representatives and make a presentation regarding the main Contract provisions highlighting key responsibilities of both Parties and of the Engineer (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 system 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.

- (b) advise the Employer in approving Contractor's insurance policies and guarantees;
- (c) approve, when satisfactory, the Contractor's Quality Assurance Plan;
- (d) facilitate any communication and attend any meeting between contractor and the owners of facilities (water, telephone, electricity, gas) sharing the road right-of-way; in particular, give advice on proposed modifications by the owners of facilities;
- (e) approve, when satisfactory, the Contractor's Environmental and Social Management Plan;
- (f) approve, when satisfactory, the Contractor's Code of Conduct;
- (g) approve, when satisfactory, the Contractor's Health and Safety Plan;
- (h) ensure traffic operational safety by reviewing and approval of contractor's initial traffic management plans;
- (i) check correctness of setting out, co-ordinates and levels of all survey reference markers and require the Contractor to make an independent check;
- (j) approve construction materials sources proposed by the contractor in compliance with the project's E&S requirements;
- (k) ensure that the Contractor carries out a comprehensive level and condition survey of the road pavement and associated works;
- (l) verify estimated quantities in the Bills of Quantities and promptly advise the Employer of any prospective Time and Cost effects and make appropriate recommendations;
- (m) Ensure that contractor has prepared and submitted a comprehensive and practical work schedule and the Engineer has reviewed/ commented/ approved the same.
- (n) confirm with the Employer either the continuing viability of the designs or, if the condition of the road has changed in the period since the designs were issued;
- (o) review the detailed design and other civil works contract documents before starting of roads rehabilitation works and commenting on any issues, mistakes, or improvements (technical design, traffic management during construction, legal, contractual, administrative, coordination or otherwise) that, in the opinion of the Consultant, needs to be addressed to secure a successful completion of the civil works contract;
- (p) ensure that the designs are revised based on the above comments and decision of the Employer;
- (q) once the design and drawings are revised - stamp, sign and issue the Verified Construction Drawings to the Contractor as 'Approved for Construction.' Should the revision(s) lead to amendment to the works contract, notify the Employer and Contractor of the need to add such amendment and complete the same as per both the relevant provisions of the works contract and the relevant sub-task under Task 3; Site Management below;
- (r) review the tests list in the civil works contract specification to ensure that it matches the needs considering that supplemental testing can be done using commercial laboratories;
- (s) conduct baseline surveys to measure the vehicle speed and travel time, International Roughness Index (IRI), as well as traffic surveys to measure the Average Annual Daily Traffic for each link (road section);
- (t) within the framework of the project's grievance redress mechanism (GRM), ensure potential complainants have access to channels of complaints to file complaints or suggestions related to the construction works (e.g., phone number, e-mail), as coordinated and supervised by the NRA and the Consultant; ensuring that the contractors also have a functional grievance mechanism.

The following are some statutory requirements:

- i. Draw up and maintain a schedule of all necessary statutory licences, permits and approvals necessary for the performance of the Works (the Schedule should identify the dates for submissions and approvals, and the person or persons responsible for making application for such licences, permits and approvals either on their own account or on behalf of the Client or the Contractor(s)). Check that such applications are made on time and assist in negotiations with other parties, as necessary from time to time;
- ii. Coordinate with and assist the Client to ensure that all permits required are obtained on time;
- iii. Ensure relevant government's policy commitments to gender equality are addressed in the Contract;
- iv. monitor validity of Contractor's insurance policies and guarantees and timely advice the Employer on their expiry dates, necessity to request the extensions of the validity and where necessary change the amount of the insurance policies and guarantees;
- v. provision and administration of the Project Management Information System (PMIS) for management of project correspondence and documents in accordance with the approved PMIS plan and procedures, and timely (until end of every week) updates of the records and reports thereof;
  - a. Approval of Contractor's work schedule
  - b. approval of Contractor's site installation;
  - c. approval of Contractor's equipment;
  - d. approval of proposed subcontractors, subject to the subcontractor demonstrating satisfactory qualifications and experience for the part of the works for which the subcontractor is proposed, with the prior agreement of the Employer required for subcontracts exceeding EURO 100,000.00;
  - e. approval of Contractor's proposal for site-specific traffic management and safety at work sites for his equipment;
  - f. approval of Contractor's proposal for traffic operational safety for road users;
  - g. approval of the procedures to ensure compliance with the Contractor's Environmental and Social Management Plan;
  - h. approval of the Contractor's Health and Safety Plan (procedures);
  - i. approval of Contractor's Code of Conduct;
  - j. certification of measured quantities of Works executed by the Contractor in accordance with the Works Contract;
  - k. approval of corrections/modifications of geometric survey, if required;
  - l. approval of earthmoving scheme for earthworks;
  - m. approval of procedures for construction of drainage works;
  - n. approval of proposed sources of materials;
  - o. approval of construction techniques for structures;
  - p. approval of setting-out of the works;
  - q. approval of the Contractor's documents and information management system;

**Task 3: Supervision Tasks during Construction include but not limited to:***Quality Control*

- (a) Check compliance with the Quality Management Plan (QMP) for all aspects of the Project.
- (b) 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.
- (c) Consultant to make Audit of the Contractor's and Sub- Contractors' QA implementation.
- (d) Inform the Client if there are any difficulties in obtaining such a fully particularised Quality Assurance Manual in the form required by the Engineer. Carry out necessary oversight to ensure that the Contractor maintain an effective and sufficient quality assurance procedure for the Works and monitor its operation.
- (e) Notify the Client if there is any failure of tests or inspection and if such failure is anticipated to cause delay to any Completion Date or other material adverse consequence; advice on further tests required and arrange that the Contractor carry out necessary rectification.
- (f) 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 contracts, the Approved Design, the Detailed Drawings, the Method Statements, the Quality Assurance Manual and any agreed amendment thereto.
- (g) At all reasonable times have access to the site and to workshops and places where materials or plant are being manufactured, fabricated or prepared for the Works.
- (h) Verify that independent testing of the materials or plant to be supplied under the works contract as is required by the contract has been or is to be carried out in accordance with such requirements at the expense of the Contractor.
- (i) Agree with the Contractor's procedures and times for inspecting, witnessing or testing any materials or plant as provided in the Quality Assurance Manual or the Contracts. Where notice of testing is required, give the Contractor not less than 72 hours' notice of intention to carry out an inspection or attend tests.
- (j) Agree practical procedures with the Contractor for giving notice for any examination by the Engineer, which may be required before the Contractor can cover up or put out of view any part of the Works. In accordance with such procedures, and the approved Quality Assurance Manual, examine where appropriate and check any part of the Works which is about to be covered or put out of view; notify and advise the Client if any material defects are discovered and monitor the remedying of same.
- (k) Request the Contractor to make available for review copies of all test results within a reasonable time of the test being carried out.
- (l) Through oversight of the contractor's operations, or through on-site inspection, determine if any materials or plant are, or are likely to be, defective or otherwise not in accordance with the Contract, and reject such materials or plant.
- (m) Take into consideration any reasonable requirement by the Client of inspection, testing of plant, goods or materials found to be defective pursuant to the contracts or where he has reasonable ground for suspecting the existence of a defect or defects. Carry out any such inspection and arrange such testing on behalf of the Client in accordance with the contracts.

- (n) Afford full opportunity for the Client to ask for and to be present when examining and measuring any part of the Works which is about to be covered up or put out of view, and examining foundations before any part of the Works is placed thereon. Give reasonable prior notice to the Client whenever such part of the works or foundations is ready for such examination.
- (o) Carry out, when requested by the Client, such other inspections, supervision of testing on-site or procure the carrying out by the Contractor of such tests and supervise the same and carry out such other acceptance procedures or arrangements with the relevant authorities.
- (p) Supervise factory inspections, all installation work at the sites and commissioning/testing of Project components, if required.

#### Site Management

- (a) Upon Commencement of the Works, in accordance with the terms of the contracts, execute and deliver Commencement Certificates and obtain the countersignatures of the Contractor;
- (b) If the Contractors do not receive possession of the site from time-to-time in accordance with the contracts, or if the Contractor does not receive a Commencement Certificate within any period stipulated in a contract, assess whether the Contractor is likely to suffer delay and/or incur extra cost and notify the Client accordingly;
- (c) Review and approve (if found in order) the Contractor's Quality Assurance Plan, Work plan, site-specific traffic management plans, evaluating and monitoring the implementation of the civil works;
- (d) liaise with the Employer and contractors, and prepare and submit required reports. In case non-compliances are detected, issue notices, make appropriate settlements and inform the Employer;
- (e) perform daily supervision of the works, checking and approving materials, utilities, infrastructures, equipment, availability of quality certificates, technical competence and workmanship to ensure that the civil works contracts are executed in accordance with the civil works contract documents;
- (f) inspect the works to check whether performance complies with specifications and drawings;
- (g) Chair 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 Contracts and the limitations on the authority of the Engineer referred to under these ToR).
- (h) Keep track on all interfaces, attend interface co-ordination meetings and assure that all interfaces are properly managed and that interface problems are addressed and solved.
- (i) Keep full and proper records of all meetings and discussions attended or conducted by the Engineer and make the same available for inspection by the Client forthwith on request.
- (j) On request of the Client, attend meetings to resolve differences of opinion on general or technical matters.
- (k) Ensure that the Client receives timely notice of and is permitted to attend all site meetings and other meetings with the Contractor.
- (l) Notify the Contractor if the Engineer objects to any person who has conducted himself as incompetent or negligent; notify and advise the Client if this is the case and agree on any action to be taken.

- (m) Advise the Client on the general organisation of the Contractor's resources at the Site, including management and programming systems, manpower, plant and equipment.
- (n) monitor and check the day-to-day quality control and quantity measurements of the works carried out under the civil works contracts, participating in marking works carried out on site, ensuring documentation of works performed and to be performed based on technological sequence (covered works certificates, intermediate certificates, etc.) and implementation of laboratory testing required, testing protocols compliance and approving their reliability; witness and approve regular tests of materials and of completed works, and order additional tests if required;
- (o) in addition to the above, record work site daily events including work locations and activities, plant and staffing on site, and quantities to pay (subject to geometric and quality tests);
- (p) keep a log book throughout the construction period where daily records over work quantities, tests and other activities to serve as a basis for monthly reporting and necessarily contain information concerning:
  - work day start and end
  - Contractor's capability to execute works (availability of required equipment and labor force, technical condition, safety provision for works execution).
  - materials and structures brought to the construction site during the day (name, quantity, quality certificate or laboratory testing results)
  - works accomplished by the contractor during the day, i.e. name, place, volume, etc (appropriate documents to be attached)
  - deviations from the design documents, appropriate measures undertaken
  - emergencies, accidents, not planned suspension of works (indicating the reasons);
  - grievances received, referred and addressed from both communities and workers;
  - violations of code of conduct;
  - incidents, including fatalities, are recorded, reported (as per Environment and Social Incident Reporting Toolkit).
- (q) supervising the civil works Contracts in all matters concerning safety of the road works (including the erection of temporary signs, guardrails, lighting and availability of other safety means at road works), proper working conditions of road workers, and proper relationship between the Contractors and the road workers with the local population and, if required, to inform the Employer to take appropriate measures;
- (r) in order to prevent risks during construction, the Consultant will have the following obligations:
  - Identification of 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.
- (s) comparison of work output actually carried out with that presented in the Works Program (Clause 8.3) and discuss with the contractor remedy to possible slippage;
- (t) order the removal of improper or substandard work;
- (u) control materials incorporated into the works;

- (v) examine and attend the testing of any work that is about to be covered or put out of view before permanent work is placed thereon;
- (w) recapitulation of quantities of works carried out monthly for each contractual item of work;
- (x) The Engineer shall prepare a template for Variation Orders (in close consultation with the Client), along with requirement of supporting documents;
- (y) Prepare a detailed report of variation orders (VOs) every 90 days, including all supporting documents, and submit it to the Client within 14 days.
- (z) If design changes are needed, review the contractor's modifications and recommend them for the Employer's approval, with input from the original designer.
- (aa) Prepare the necessary contract amendments in a timely manner, to be signed by both the Employer and the Contractor, as required, following the approval of Variation Orders. Until these amendments are executed, no interim payment certificates related to the Variation Orders may be approved.
- (bb) monthly comparison of actual progress against progress as scheduled; and ensure contractor revises the work schedule;
- (cc) The Engineer shall prepare a template for IPCs (in close consultation with the client), along with requirement of supporting documents and supply the same to contractor;
- (dd) review Contractor's Monthly Statements and Statement at Completion and issue Interim Payment Certificates;
- (ee) The Engineer shall ensure that the IPCs provide clear reference about the locations for which the works are claimed;
- (ff) Ensure timely submission of VOs and IPCs (at least every 90 days interval or lesser);
- (gg) Convene and chair periodic site meetings and monthly progress meetings and ensuring minutes are recorded and signed by all parties.
- (hh) control and appraise the progress of the works and recommending to the Employer to order suspension of works and to authorize extensions of the period for completion of the works;

#### Payments and Accounts

- (a) financial management of the civil works contract. Based on (i) Contractor's programme of works and cash-flow projections which should be revised at required time intervals and, (ii) upon his own judgement, the Engineer 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;
- (b) For the purpose of confirmation of the Contractor's applications for zero rate VAT and exemptions from custom duties, fees, taxes and excises for goods and services purchased and/or imported from the proceed of credits and grants, under the Government Decision no. 246 dated April 08, 2010, and subsequent modifications, the Engineer shall confirm to the Employer that the goods to be purchased and/ or the services to be provided under the contracts signed between the Contractor and different suppliers, are intended for the implementation of the Works Contract;
- (c) The Consultant should carry out the duties of the Engineer in relation to payment of the Contractor's Works in accordance with the Contract;
- (d) Receive from the Contractor, on a monthly basis, invoices pursuant to the Contract.

- (e) Check in accordance with the relevant provisions of the Contract the Contractor's invoices and resolve with the Contractor, where possible, any mistakes and queries which may arise in conjunction therewith; advise the Client of any adjustments considered necessary.
- (f) Ascertain the amount to be certified in respect of the Contractor's invoices pursuant to the Contract. Within the times stipulated in the FIDIC, issue a certificate addressed to the Contractor and the Client specifying the aggregate amount payable by the Client to the Contractor.
- (g) Certify any additional amounts due to a Contractor in respect of valid claims notified in accordance with the procedure set out in a Contract.
- (h) Consider any invoices submitted by the Contractor pursuant to the Contracts and certify any additional sums which the Engineer is empowered to certify as due, provided always that the Contractor has supplied sufficient particulars to enable the Engineer to determine the amount due.
- (i) 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.
- (j) Fully comply with the procedure for disputed certificates set out in the Contract. In particular, complete within two weeks any adjudication under the Contracts, which may be required. Forthwith carry out any correction or modification of any certificate or other action authorised by the Contract whenever the Engineer considers it appropriate to do so.
- (k) As required by the FIDIC, no later than fifty-six (56) days after the date of issue of the last Performance Certificate, receive from the Contractor the draft Final Payment Certificates pursuant to the Contract. Within the times stipulated in the FIDIC after receipt of this draft Final Payment Certificate, work with the contractor to agree a Final Statement.
- (l) Maintain Project accounts and prepare final Project accounts.

#### Delays and Claims

- (a) Check that the Contractor continue to give the details and notices that are required under the Contract relating to any delay and forward such details and notices to the Client.
- (b) Notify the Client immediately if a Contractor fails to complete any Section within the applicable Completion Date or appears likely so to fail.
- (c) Advise the Client on any difficulties that may arise generally in connection with the execution of the Works.
- (d) Receive notice of the intention of a Contractor to claim any additional payment within the times stipulated in the FIDIC and adopt the stipulated process for claim resolution and notify the Client thereof.
- (e) Upon the request of the Contractor, discuss the delay, the reasons therefor, determine and notify the Contractor of any extension of time and any amendments to any of the Programme Schedules. Where the delay has been caused by any of the causes referred to in the Contract or where an extension of time has been granted, consult with the Contractor on behalf of the Client, and send to the Client for its review, such revisions to the Programme and Payment Schedules which the Contractor considers necessary in consequence of any such delay or extension of time.

- (f) Work with the Client and the Contractor to set up the Dispute Adjudication Board, as required under the FIDIC, and follow up all requisite processes in addressing the Contractor's or Client's claims.
- (g) If necessary, prepare a case for the application of Delay damages or a claim against the Performance Guarantee where a Contractor has failed to perform.
- (h) Prior to certification of any payment to a Contractor in relation to a Contractor's claim, the consultant will have consulted with the Client on the grounds on which the consultant intends to certify the payment. The Consultant will provide the Client with any particulars to enable the Client to establish its position with regard to the Engineer's certificate.

#### *Suspension, Default and Disputes*

- (a) If in the Consultant's opinion, a suspension is required, the Consultant will initially consult with and seek the approval of the Client. After receiving their approval to issue a suspension, the Consultant will follow the procedures and conditions established in the FIDIC.
- (b) Notify the Client immediately if the Contractor is failing to comply with its obligations under the Contract, including environmental, social, health & safety. Discuss with the Client possible remedies, and advise on the rights and obligations of the parties under the Contract.
- (c) As soon as may be practicable after any entry and termination by the Client in accordance with the Contract, adopt the procedures and conditions stipulated in the FIDIC.
- (d) If any urgent remedial work is necessary, act in accordance with the Contract, and otherwise advise the Client on carrying out the same by the Contractor or, if impossible to do so, discuss such failure with the Client.
- (e) If any dispute or difference is referred to arbitration, assist the Client generally in respect of such arbitration provided always that the Engineer will not be required to act improperly or contrary to his obligations as the Engineer under the Contract.
- (f) 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 supply of goods, materials, services and/or execution of any works.
- (g) Advise the Client of their rights upon the occurrence of any Force Majeure event.

#### *Completion*

- (a) attend to the works inspections carried out by the State Authorities in accordance with the Applicable Law;
- (b) The Engineer shall conduct a pre-opening (or post-construction) road safety audit (including preparation of road safety audit report) as soon as the civil works are over, and ensure its compliance prior to issuance of taking over certificate.
- (c) assist the Employer with the execution of the Taking Over from the contractor of civil works contract, in particular by preparing lists of deficiencies which need to be corrected;
- (d) organize provisional and temporary technical acceptance of works and submit all supervision documents to the taking-over committee according to the Applicable Law;
- (e) measure and assure acceptable level of specified International Roughness Index (IRI) after the completion of civil works contract;

- (f) Within the terms and conditions stipulated in the FIDIC receive a request from the Contractor to issue a Taking-Over Certificate in respect of the Works.
- (g) Within 21 days of receipt of such a request, inspect the Works with a representative of the Client.
- (h) Provided that the Client has confirmed that they have no objection to the Engineer so doing, issue immediately to the Contractor, with a copy to the said parties, a Taking-Over Certificate stating the date on which the Works were substantially completed in accordance with the Contract.
- (i) Taking into account any comments of the said parties, give instruction in writing to the Contractor specifying all the work required to be done by the Contractor before the issuance of a Taking-Over Certificate; notify the Contractor of any defects in the Works affecting Completion that may appear after giving such instructions and before completion of the Works specified therein; provided that the Contractor has completed the Works so specified and remedied any defects so notified to the satisfaction of the Engineer and the Client, issue a Taking-Over Certificate within the period as prescribed in the FIDIC.
- (j) issue Taking-Over Certificate in accordance with the Conditions of the Works Contract noting that no outstanding construction works shall be left for DNP and the Engineer shall take this into account before issuing the Take-Over Certificate/s as well as that the As-Built Drawings and manuals will have to be completed also in advance. It may be acceptable if the comments to the As-Built drawings are finalized by the Contractor during first months of DNP but prior agreement of the Employer shall be obtained for allowing such delay. Finally, the requirements of the Applicable law on the works acceptance shall be taken into account by the Engineer as the compliance with these procedures is a precondition to the Take-Over certificate and thus advance notice will need to be given to the Employer, so that the required commission can be timely formed;
- (k) monitor employment generation through civil works, by recording the permanent and temporary staff working for the contractor and subcontractors on a monthly basis;
- (l) monitor travel time improvement to drive the length of the rehabilitated road sections over baseline conditions; also, conduct traffic survey to measure AADT post completion of civil works;
- (m) The Engineer shall prepare a Works Completion Report within 28 days of issuing the Taking Over Certificate. The Works Completion Report shall be comprehensive and must include information relating to (but not limited to) “Before” and “After” traffic volume, vehicle speed, IRI, estimated v/s actual cost, project baseline schedule v/s actual schedule, challenges encountered and measures taken, lessons learned, highlight good practices, areas of improvement, environmentally friendly initiatives, advanced technologies (if used), road safety measures installed, accidents/ incidents reported, etc. The template of the works completion report shall be finalized in close consultation with client and WB.
- (n) Will inform the Employer regarding potential Claims from Contractor and entitlement of Employer’s Claims.
- (o) Under FIDIC, the Employer is wholly tasked with issuing Notification of Employer’s Claims, and for issuing fully detailed claims for the Engineer to Determine.

#### **Task 4: Activities during the Defects Notification Period**

- (a) Engineer will be responsible for monitoring the Contractor's operations and for issuing any required certificates.
- (b) For the purpose of carrying out the services, the Engineer, at least once in 4 months, shall carry out site visits to monitor the rectifications on unattended/ uncompleted activities, identifying and preparing reports on defects if any, supervising the remedial works and preparing and issuing the Final Payment Certificate.
- (c) Instruct a Contractor to search for defects and the cause thereof and to execute all such work of amendment, reconstruction, and remedying defects, shrinkage or other faults during the Defects Notification Period as prescribed in the FIDIC.
- (d) Monitor generally the Contractor in performing its obligations during the Defects Notification Period. Prepare and issue a Performance Certificate, within the times and using procedures prescribed in the FIDIC.
- (e) In the event that the Contractor refuses to carry out any rectification work, assist the Client in resolving the situation.
- (f) Advise the Client of the value of any completed Section and of any further information as may be necessary for calculating any adjustment in the amount of the Performance Security and, if the case, of any other bonds or securities procured by the Contractor to secure its obligations.
- (g) Before the end of the Defect Notification Period (with prior coordination with the Employer), the Engineer shall conduct a detailed defect inspection of the road and structures and prepare a defect report for issue to the Employer and Contractor.
- (h) Prior to the expiry of the Defect Notification Period the Engineer shall certify (or otherwise) that the defects have been rectified.

#### **Task 5: Environmental and Social Management Plan**

The Consultant will ensure that all applicable environmental and social requirements of the Bank are being adhered to by the works Contractor. This includes providing oversight of and support, as needed, to Contractor in implementation of the Environmental and Social Management Plan (C-ESMP), environmental and social monitoring plan and preparation of required environmental and social reports to the Bank using the approved WB's reporting format, and in accordance the Project's Environmental and Social Instruments and with the World Bank's Environmental and Social Framework, available at <https://www.worldbank.org/en/projects-operations/environmental-and-social-framework>.

The Consultant will ensure that the Contractor delivers its E&S obligations under its contract. This includes, but is not limited to the following:

- (a) review the Contractor's Environment and Social Management Plan (C-ESMP), including all updates and revisions at frequencies specified in the Contractor's contract (normally not less than once every 6 months);
- (b) review all other applicable contractor's documents related to E&S aspects including the health and safety manual, security management plan and SEA prevention and response action plan;

- (c) review and consider the E&S risks and impacts of any design change proposals and advise if there are implications for compliance with ESIA, C-8 ESMP, consent/permits and other relevant project requirements;
- (d) undertake, as required, audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities under its contract, to verify the Contractor's compliance with E&S requirements (including relevant requirements on SEA/SH);
- (e) undertake audits and inspections of Contractor's accident logs, community liaison records, monitoring findings and other E&S related documentation, as necessary, to confirm the Contractor's compliance with E&S requirements (including relevant requirements on SEA/SH);
- (f) immediately notify the Client of any failure by the Contractor to comply with its SEA and SH obligations;
- (g) immediately notify the Client of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Client's Personnel, Contractor's Personnel or Experts. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), only gender and age of the person who experienced the alleged incident should be included in the information. The Consultant shall provide full details of such incidents or accidents to the Client within the timeframe agreed with the Client.
- (h) immediately inform and share with the Client notifications on ESH&S incidents or accidents provided to the Consultant by the Contractor, and as required of the Contractor as part of the Progress Reporting. Subsequently, review the adequacy of the Contractor's report on the incident and or accident and proposed measures to address it and prevent its recurrence.
- (i) share with the Client in a timely manner the Contractor's ES metrics, as required of the Contractor as part of the Progress Reports.
- (j) determine remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor's E&S obligations;
- (k) ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with E&S obligations;
- (l) ensure that the Contractor's actual reporting (content and timeliness) is in accordance with the Contractor's contractual obligations;
- (m) review and critique, in a timely manner, the Contractor's E&S documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation;
- (n) undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential E&S issues;
- (o) establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of SEA and/or SH;
- (p) Equal Opportunity. Integrating gender into improvement plans for Client, consultant will enhance policies, procedures, and documentation by addressing barriers to achieving a level-playing field for women and men. Consultant is expected to ensure that supervision services include measurable activities related to strengthening/ safeguarding equality of

opportunity, and that these are implemented and monitored using appropriate resources and indicators.

### **Task 6: Archaeological Remains**

The Consultant will have the following obligations:

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

### **Task 7: Health and Safety**

- (a) Require the Contractor to prepare and implement a Construction Health and Safety Plan and where necessary, require the Contractor to provide and maintain at their own cost all lights, guards, fencing, warning signs and watching, for the protection of the Works or for the safety and convenience of the public or others.
- (b) supervise the Contractor in all matters concerning safety and care of works.
- (c) supervision of the implementation of the road safety recommendations under both road users and Contractor's workers' perspectives under the Works Contracts.
- (d) 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 protection and also additional measures related to COVID-19 pandemic, all in accordance with the recommendations of the World Health Organisation, relevant departments of the Company and authorities of the Republic of Moldova.

### **Task 8: Compliance with the Urban Planning and Construction Code**

The two Designer's Representatives will be representatives of the Project Designers, whose details are given in Annex A. The Designer's Representatives shall report to the Consultant and are required to attend the Site as required by this Code. They will assist the Consultant with the required compliance. The list of tasks below is required as a minimum;

- (a) Participate in the design review and correct any shortcomings and defects prior to the commencement of works;
- (b) Participate in the hand-over of the site to point out specific issues identified during the design phase and to confirm the site layout;
- (c) Assist the Engineer's staff with the monitoring of works implementation to ensure compliance with the design and the contractor's quality assurance plan;
- (d) Review and correct any design shortcomings and defects identified by any party during construction;

- (e) Participate in the acceptance of works prior to it being covered by the next stage of construction;
- (f) Participate in the monthly progress meetings;
- (g) Participate in handover inspections and sign such Minutes;
- (h) Liaise with the Engineer when the contractor fails to perform and the suspension of works is considered; and
- (i) Jointly responsible for the preparation, updating and completion of the different parts of the Technical Construction Book.

The Designer's Representatives will submit a monthly Report to the Consultant elaborating on their site presence and the tasks completed.

#### ***4 CONSULTANT'S QUALIFICATION, TEAM COMPOSITION, STAFFING INPUT & QUALIFICATION REQUIREMENTS***

The Consultant shall employ suitably qualified engineers and other professionals, who shall be competent to carry out their duties in accordance with responsibilities and/or authorities that are specified in these TOR or are necessarily implied from the Works Contract. The Consultant will demonstrate equal opportunities in the mobilization and management of human resources.

In order to determine the capability and experience of consulting firms, the Consultant's organization, administrative capacity and the recent experience which is most relevant for the assignment have been evaluated at the stage of submission of expressions of interest. The following shortlisting criteria and weightings were applicable for the evaluation of Consultant's qualifications:

<b>Criteria</b> • Sub criteria	<b>Weighting</b>
<b>Company Profile</b>	<b>10%</b>
• Core business/structure and years of experience	5%
• Technical and administrative capacity	5%
<b>Company Experience</b>	<b>90%</b>
• Experience of consultant in similar assignments	80%
• Experience of consultant in similar locations	10%

In preparing the Staff Mobilization Schedule, the Consultant shall take account of Contractor's work programme and construction activities.

The Consultant shall consider the prospective peaks of the construction activities and ensure the adequacy of staffing levels during such periods and shall be responsible for efficient staffing levels, including its reduction, when the real pace of the construction activities is much lower than work program envisages.

The Consultant shall arrange for an appropriate head office back-stopping support for the Engineer's supervision team including nomination of a suitably qualified and experienced person who shall act as “Engineer”/ Project Director on behalf of Consultant for the project under the authorised delegation of the Consultant.

The “Engineer” / Project Director shall be a Chartered Engineer with demonstrated understanding and experience (>15 years) in management of FIDIC based Contracts.

### **Expertise required**

It is expected that the Consultant’s team shall comprise of the following experts:

	<b>Key Staff</b>	<b>Minimum person-months</b>
	Team Leader / Engineer’s Representative (TL/ER)	22.5
	Materials Engineer (ME)	18
	Quantity Surveyor (QS)	21
	<b>Non-Key Staff/Technical Support Staff</b>	
	Environmental Expert	9
	Social Expert	9
	Quantity Surveyor	14
	Site Supervisor <sup>1</sup> / Road Inspector no. 1	21
	Site Supervisor/ Road Inspector no. 2 (see Note 1)	21
	Bridge Inspector	15
	Land Surveyor no.1	18
	Land Surveyor no.2 (see Note 1)	18
	Laboratory Assistant no.1	14
	Laboratory Assistant no.2 (see Note 1)	14
	<b>Short-term experts (as the need may arise)</b>	<b>10</b>

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

### **Engineer’s Staffing input**

The numbers and person-months for all staff shall be included in the technical proposal and the costs in respect of these personnel are to be included in the financial proposal.

The Engineer/ Project Director’s position and any other head office support staff is not part of the Key Experts pool and Consultant’s costs therefor will be covered by inclusion thereof in the overheads for the project.

<sup>1</sup> The Road Inspector has the responsibility of the Site Supervisor in the Urban Planning and Construction Code.

The estimated minimum number of person-months required for the assignment is **224.5 person-months**. This includes 61.5 person-months for **Key Staff**.

The Client's estimation of the necessary input for **Non-Key Staff/Technical Support Staff** is 153 person-months and 10 person-months for short-term experts. However, the exact estimation of the input of the non-key specialists remains at the Consultant's discretion.

In any case, the minimum total person-months established for each expert should correspond to the amount required in the ToR.

The indicative inputs and required qualifications for the project teams are presented in the sections below.

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

Consultants are encouraged to associate with local firms and include in the team local Technical Support Staff and/or Key Experts.

#### **Key Experts:**

Curriculum Vitae of the Key Staff proposed shall be signed by each Key Expert and submitted with the Consultant's Technical Proposal, in sufficient detail to clearly demonstrate that the credentials described below have been met. The Key Staff should possess University Degrees in Highway or Civil Engineering, or an equivalent technical qualification related to their respective proposed specialty in this project.

- Provided that the basic minimum staff requirements are met, the Consultant is free to propose the supervision structure that is deemed by the Consultant to optimally meet the project requirements.
  - The Team Leader / Engineer's Representative shall be present during the working season and shall be available on site until the Works are complete and defects remedied.
- In addition to the minimal required team of Key Staff mentioned above, the Consultant shall provide the necessary field teams of support staff.

#### **The minimum qualifications requirements for the requested staff is envisaged in below:**

##### **(a) Team Leader / Engineer's Representative (TL/ER) – Key Expert no.1**

#### **Credentials:**

##### **a) General Qualifications and Experience:**

University degree in civil engineering.

The candidate should have at least fifteen (15) years of experience in design, construction and/or supervision of road works.

b) Specific experience and expertise related to the task:

The candidate is expected to have a minimum of ten (10) years of experience of supervision of road rehabilitation or/and construction works.

The candidate is expected to have previous experience with asphalt pavement construction.

The candidate is expected to have previous experience in the role of Engineer's Representative in at least two projects of similar size and complexity carried out under the FIDIC 2017 General Conditions of Contract, with minimum of 2 years' involvement in each such projects.

c) Specific Experience in the European region and/or former Soviet Union countries:

The Candidate shall demonstrate previous work experience in the European Region and / or former Soviet Union countries.

d) Knowledge of English language:

A sound working knowledge of the English language is required.

**Job description:**

The Team Leader / Engineer's Representative shall:

- carry out the duties of the Engineer's Representative, as described in the civil Works Contract documents;
- manage the Consultant's team;
- elaborate the programme of activities of his team;
- take care of his team's logistics;
- check that the services are carried out in accordance with the Terms of Reference;
- verify and certify the interim and final statements of the Contractor under the civil works contract;
- identify any risks of Contractor's claims and report to the Employer on such risks as promptly as possible;
- identify risks for delays in the works and report to the Employer on such risks as promptly as possible;
- produce the periodic reports;
- produce the final reports;
- produce any other reports as required by the Employer;
- inspect the works during the Defects Notification Period and issue the related reports;
- advise the Client on any issue likely to affect the financial resources, e.g., variation orders, or the scope of work;
- delegate duties as appropriate to other Key Personnel and Technical Support staff;
- be the responsible person on behalf of the Engineer to assure Contractor's implementation of, and compliance with, the Health and Safety requirements of the contract. As such, delegate specific responsibilities to the appropriate Key Personnel to assure Contractor's compliance with the Occupational Health and Safety (OH&S) Plan which is a part of the Construction Environmental and Social Management Plan (CESMP);

- when applicable, be the person to record and send notices on implementation of penalties against the Contractor in accordance with the Works Contract;
- any other duties that may be required for successful performance of the role of the Engineer for Works Contract and for timely and successful completion of Works.

**(b) Materials Engineer (ME) – Key Expert no.2**

**Credentials:**

a) General Qualifications and Experience:

University degree in civil engineering.

The Candidate must have at least twelve (12) years of experience in quality management of civil works and materials testing.

b) Specific experience and expertise related to the task:

The candidate is expected to have a minimum of eight (8) years of experience in roads, bridges, motorways contracts as a Materials Engineer, including asphalt paving works.

The candidate is expected to have previous experience working with asphalt concrete material and the asphalt mix design process, demonstrated experience working on recycled pavement is an advantage.

The candidate is expected to have previous experience in the position of Materials Engineer on at least two similar projects, with minimum of 1 year' involvement in each such project.

c) Specific Experience in the European region and/or former Soviet Union countries:

The Candidate shall demonstrate previous work experience in the European Region and / or former Soviet Union countries.

d) Knowledge of English language:

A sound working knowledge of the English language is required.

**Job Description:**

The Materials Engineer shall:

- co-ordinate the supporting staff engaged for quality control (laboratory technicians, site inspectors), in order to ensure that all related procedures are implemented by the Engineer's staff;
- prepare a database of procedures regarding the implementation of quality assurance plans and check that procedures are implemented;
- elaborate a procedure to be applied for the delivery, checking and approval of materials to be incorporated in the permanent works;
- regularly inspect the quality of materials and the works;
- discuss any remedy with the Contractor;

- report to the TL/ ER as necessary;
- audit Contractor's quality assurance systems.

**(c) Quantity Surveyor (QS) – Key Expert no.3**

**Credentials:**

**a) General Qualifications and Experience:**

University degree in civil engineering.

The Candidate should have at least ten (10) years of experience in road, design, construction and/or supervision.

**b) Specific experience and expertise related to the task:**

The candidate is expected to have a minimum of eight (8) years in similar positions in the construction or /and supervision of road works.

The candidate is expected to have previous experience working as a Quantity Surveyor in at least two (2) projects of similar size and complexity under FIDIC Conditions of Contract is required, with minimum of 1 year involvement in each such projects.

The candidate is expected to have previous experience in the preparation and analysis of Contract variations in accordance with FIDIC Conditions of Contract.

**c) Specific Experience in the European region and/or former Soviet Union countries:**

The Candidate shall demonstrate previous work experience in the European Region and / or former Soviet Union countries.

**d) Knowledge of English language:**

A sound working knowledge of the English language is required.

**Job Description:**

The Quantity Surveyor shall:

- co-ordinate the activities for the daily measurements of the approved works;
- verify that quantities submitted for payment are correct;
- keep records of all quantities approved for payment;
- prepare, in close co-ordination with the Team Leader/Engineer's Representative all documentation regarding the Monthly Statements and the Interim Payment Certificates, and Supporting Documentation;
- the Quantity Surveyor shall verify, in co-ordination with the Team Leader/Engineer's Representative and the Materials / Quality Assurance Engineer, that the payable quantities refer only to works which are Quality Assured through the Quality Control procedures;

- draw-up and up-date the necessary records and documents for the preparation of all Contract Administration activities, such as the Variation Orders.
- supervise the execution of works and check the finished works before taking-over;
- promptly inform both Team Leader/Engineer's Representative and Deputy Team Leader/Resident Engineer of potential Variation Orders and unexpected increases in costs;
- provide daily co-ordination of supporting staff assigned under his direct control, ensuring constant supervision and quality control of the works in progress;
- follow-up the works in order to advise the Team Leader/Engineer's Representative about any event which might create disruption of the Work.

### **Nominated Sub-Consultants: Designer's Representative per Moldovan Construction Law**

The Designer's Representatives will be representatives of the Project Designers, whose details are given in Annex A.

To avoid potential conflict of interests the project designer shall not be entitled to accept appointment from the Contractor in respect of Contractor's obligations to prepare construction drawings for the project.

A total of 20.5 person-months is allocated for their combined services. The remuneration rate for the Services of the Designer's Representative is fixed at EUR 5,000 (five thousand) per month, inclusive of all costs.<sup>2</sup> Payments for these services will be based on the submission of time sheets for the actual time used and monthly reports showing the completed and ongoing activities of the month.

The resulting amount of EUR 102,500.00 shall be included as a Provisional Sum in Form FIN-4. Payment requests will form part of the Consultant's monthly invoices.

### **Non-Key Staff/Technical Support Staff**

The time, number and type of non-key (and short-term) specialists to be mobilised will be agreed between the Client 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 and the Consultant should also enter a person-month rate and round-trip air ticket costs.

### **Short-term specialists/experts**

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<sup>2</sup> Such costs shall not exceed the ceiling established in the National Construction Norms (NCM) CP L.01.01–2012, "Instructions on drafting bills for the construction-mounting works through the resources method."

The document may be accessed following the link below:

<https://ednc.gov.md/cp-l-01-01-2012/>

For short-term experts a minimum of 15 person-months is estimated. Short-term experts may only be mobilised with prior written consent of Client and each short-term expert must provide mission reports prior to their demobilisation.

**Short-term experts may be required in the following areas:**

- highway engineer
- pavement engineer
- bridge engineer
- geology and geotechnical expertise;
- environmental and social expertise;
- specific equipment expertise;
- hydrology;
- hydraulics;
- claim expertise;
- legal adviser;
- financial experts;
- road safety auditor;
- road safety engineer;
- health and safety;
- etc.

***Specific Credentials and Job Description for the Short-Term Claims/ Contract Specialist.***

**Environmental Expert (EE)**

**Credentials:**

**a) General Qualifications and Experience:**

The Candidate should be a qualified professional with University degree in Environmental Science or equivalent (degree in Ecology, Biology, Chemistry, Natural Resources).

The Candidate is expected to have at least six (6) years of professional working experience.

**b) Specific experience and expertise related to the task:**

The Candidate is expected to have at least four (4) years of experience in conducting environmental assessment of IFI funded projects and monitoring the implementation of ESMPs for road infrastructure projects.

**c) Specific Experience in the European region and/or former Soviet Union countries:**

The Candidate shall demonstrate previous work experience in the European Region and / or former Soviet Union countries.

**d) Knowledge of English language:**

A sound working knowledge of the English language is required.

**Job Description:**

**The Environmental Expert shall:**

- *Supervise the implementation of the mitigation and environmental protection measures provided in EMP by the Contractors engaged by the Project; Ensure that the contractors are made aware of the mitigation measures as specified in the EMP and included in the contracts;*
- *Set-up monitoring system on environmental issues and measures,*
- *Monitoring and confirming that the contractors have all the required national and local permits to perform the road works according to their contracts before starting the construction works;*
- *Monitor the environmental permits status, including a periodic status update as a component of the reporting requirements;*
- *Serve as a main interlocutor between the project-affected parties and Project, on environmental impact issues; coordinate with key stakeholders in dealing and resolving environmental issues, and*
- *Organize and manage periodic sessions for public consultations on environmental issues related to the Project.*

**Social Expert (SE)**

**Credentials:**

**a) General Qualifications and Experience:**

The Candidate should be a qualified professional with University degree in Social Science or equivalent (anthropology, sociology, political economy, social development, etc.).

The Candidate is expected to have at least six (6) years of professional working experience.

**b) Specific experience and expertise related to the task:**

The Candidate is expected to have at least four (4) years of experience in conducting social assessment of IFI funded projects and monitoring the implementation of CESMPs for road infrastructure projects, social assessments, social surveys, public consultations and land acquisition processes.

**c) Specific Experience in the European region and/or former Soviet Union countries:**

The Candidate shall demonstrate previous work experience in the European Region and / or former Soviet Union countries.

**d) Knowledge of English language:**

A sound working knowledge of the English language is required.

**Job Description:****The Social Expert shall:**

- *Supervise the implementation of the mitigation measures by the Contractors engaged by the Project; Ensure that the contractors are made aware of the mitigation measures as specified in the ESMP and included in the contracts;*
- *Set-up monitoring system on social issues and measures,*
- *Carry out periodic site visits in order to oversee the compliance of the activities with the social risk management requirements laid down in the contract documents, and report findings and suggest and monitor corrective measures in case of non-compliance,*
- *Serve as a main interlocutor between the project-affected parties and Project, on social impact issues; coordinate with key stakeholders in dealing and resolving social issues, and*
- *Organize and manage periodic sessions for public consultations on social issues related to the Project.*

**Claims / Contract Specialist (CS)**

The Claims Specialist will be required to assist the Engineer in the management, evaluation and determination of Contractor's and / or Employer's Claims.

**a) Qualification:**

The candidate should have University degree in engineering or law.

**b) General experience:**

The Candidate is expected to have at least ten (10) years of experience working as a Claims / Contract specialist in the civil engineering environment.

**c) Specific experience:**

The Candidate is expected to have at least eight (8) years of experience in analysing Claims in accordance with the FIDIC Conditions of Contract.

The Candidate is expected to be experienced with Dispute Board Procedures and the preparation of submissions and responses for Dispute Board Determinations.

**d) Desirable Experience**

Previous experience in the preparation of submissions for arbitration proceeding will be considered an asset.

**e) Experience in Region and Language:**

Demonstrated previous work experience in the European Region and / or former Soviet Union countries will be evaluated as being an asset and good English language skills are required.

**Job Description**

**The Claims / Contract Specialist shall:**

- a) Set-up a Claims management register with sufficient detail to record, dates of submissions, types of Submissions, description of the Claim, actions required, dates for responses (as per GCC 20.1& 3.5) and outcomes;
- b) Assist Engineer in managing Claims Register;
- c) Review Contractor's Claims and prepare assessments in sufficient detail for the Engineer to make a determination, as per GCC;
- d) Review submissions of Notices of Claims from Contractor and ensure proper monitoring of interim claims is carried out on a monthly basis – as per GCC;
- e) Assist Engineer in carrying out consultations on Claims with Contractor / Employer;
- f) Ensuring documented records / minutes are kept of consultations;
- g) Provide advice to the Engineer / Employer on best management of Claims;
- h) Assist Engineer / employer in preparing submissions to Dispute Board as required;
- i) Assist Engineer / employer in preparing submissions for arbitration as required.

*Specific Credentials and Job Description for the Project Scheduling/Control Expert*

**Project Planning/Monitoring/Reporting Expert (PMRE)**

**Credentials:**

**a) Qualification:**

University degree in civil engineering.

**b) General experience:**

The Candidate is expected to have at least seven (7) years of experience in construction and/or supervision.

**c) Specific experience:**

The Candidate is expected to have managed project controls on at least one (1) project with a value of over \$20 million and containing multiple project components.

The candidate is expected to have the ability to prepare project progress and other interim technical reports in respect of the Works Programme, changes, modifications of design solutions, etc. The Client during the negotiation process with the successful firm, reserves the right to request sample of such reports prepared by the expert in the past.

The candidate is expected to be proficient in Microsoft Office Suite, MS Project, and Oracle Primavera Scheduling (or similar software) and Contract management tools / program and project management software.

**d) Experience in Region and Language:**

Demonstrated previous work experience in the European Region and / or former Soviet Union countries will be evaluated as being an asset and good English language skills are required.

**Job Description:****The Project Scheduling/Control Expert shall:**

- Monitor the timely submission by the Contractor of the Programme;
- Review and comment the Contractor's proposed initial Programme and any update and revision thereof. Provide opinion on appropriateness of the proposed schedule of activities. Comment on critical (major) activities that are controlling factors in the completion of the works;
- Review, comment and provide feedback to the narrative Programme reports and suggest requesting the needed clarification, adjustment and updates thereof;
- Provide opinion on the Contractor's proposed production rate by each pay item quantities and extent such rates are appropriate to support the proposed Programme;
- Recommend approval/acceptance or revision of the Contractor's submitted Programme/ schedule and provide reasons in case of revision is recommended;
- Perform time impact analysis in case of significant revision of the Programme or review such analysis provided by the Contractor;
- Examine any Contractor's claim alleging delays/disruptions and/or requesting extension of time and comment on the relevance of the invoked events. Check and comment on the time impact of the alleged delays;
- Develop draft response(s) to the Contractor's claims for extension of time.

**Specific Credentials and Job Description for other short-term Experts:**

Proposed candidates should be graduated engineers or other qualified professionals, having at least ten (10) years of experience in their area of expertise. They shall also have a university degree in their area of expertise.

Experience in countries with similar climatic and geographic conditions to those of Moldova will be considered an asset.

They should demonstrate that they have participated in at least two (2) projects where they have held similar functions.

The expertise will be supplied at the request of the Engineer with the prior written approval of the Employer providing the terms of reference for the assignment.

The Employer's agreement to a proposed expert shall be obtained prior to his coming/her coming in Moldova based on a curriculum vitae supplied by the Engineer.

They will be mobilized according to the needs, which may arise since the pre-construction stage during the construction works and until the end of the Defects Notification Period.

Short-term experts shall produce detailed reports at the end of their stay in Moldova, stating the results of their expertise on site.

### **Non-Key Experts' Required Qualifications**

The CVs for Non-Key and Short-term Experts are not reviewed prior to the signature of the Contract and should not be included in technical proposals.

The Consultant shall mobilise these experts as required according to the profiles identified in the Organisation & Methodology and these Terms of Reference. They must indicate clearly which profile they have so it is clear which fee rate in the budget breakdown will apply. All experts must be independent and free from conflicts of interest in the responsibilities assigned to them.

#### ***Specific Credentials and Job Description for other non-key Experts:***

Proposed candidates should be graduated engineers or other qualified professionals, having at least ten (10) years of experience in their area of expertise. They shall also have a university degree in their area of expertise.

Experience in countries with similar climatic and geographic conditions to those of Moldova will be considered an asset.

They should demonstrate that they have participated in at least two (2) projects where they have held similar functions.

Site Supervisors have been accredited and a list of qualified Site Supervisors is available on the website of the Ministry of Infrastructure and Rural Development (MIRD). The Consultant is free to contact anybody from this list. The proposed staff shall be accredited.

The expertise will be supplied at the request of the Engineer with the prior written approval of the Employer providing the terms of reference for the assignment.

The Employer's agreement to a proposed expert shall be obtained prior to his coming/her coming in Moldova based on a curriculum vitae supplied by the Engineer.

They will be mobilized according to the needs, which may arise since the pre-construction stage during the construction works and until the end of the Defects Notification Period.

Short-term experts shall produce detailed reports at the end of their stay in Moldova, stating the results of their expertise on site.

## **5 REPORTING REQUIREMENTS AND TIME SCHEDULE FOR DELIVERABLES**

## DELIVERABLES

The Consultant will provide the Client with information, designs, data and documentation through submission of periodic reports prepared during the course of its service or specific reports prepared at the request of the Client in relation to the design, construction, completion, testing or commissioning of the Works.

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

If the Consultant does not comply with his reporting obligations as listed in the Terms of Reference, an amount may be withheld from his periodic invoice in accordance with Sub-Clause 26.1 of the Special Conditions of the Contract.

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. In addition, the Consultant will:

- Document the work through Working Papers, Issues Papers and Memoranda in Local and/or English, as appropriate; and
- Prepare and maintain full and proper records of all meetings and discussions.

During the period of the services, the Engineer will provide the Employer with the following reports (1 copy in Romanian and 1 copy in English and an electronic copy):

- i. Inception Report/ Mobilization Report: within the two weeks after the contract effective date;
- ii. Work Programme report: within 21 days of receipt of the Contractor's Work Programme;
- iii. Baseline Surveys Report: within four weeks after the contract effective date;
- iv. Weekly report: within 2 days of the end of each calendar week;
- v. Monthly Progress Reports, including the Designer's Representatives' Monthly Reports as an Annex: within 10 days of the end of each calendar month;
- vi. Quarterly Progress Reports: within 15 days of the end of each quarter, covering all aspects of the project implementation and supported by charts, tables and graphics as needed to accurately report the situation on the ground. A template and outline of the report shall be attached as part of the inception report for discussion with the Client;
- vii. Variations Reports (if required): no later than 14 days from the moment when the Engineer becomes aware that a Contract Variation order may be required;
- viii. Pre-opening (post-construction) Road Safety Audit (RSA) Report: prepare as soon as the civil works are over, and ensure compliance of the RSA prior to issuance of taking over certificate.
- ix. Works Completion Report: within 28 calendar days upon issuing the Taking-Over Certificate;
- x. Environment & Social Incident Response: submitted within 12 hours of any incident directly or indirectly related to the project happens in accordance with the World Bank's E&S requirement.

- xi. Claims Reports: 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 of 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;
- xii. Nonconformities register: the electronic copy in the same date with monthly report, the hard copy at request;
- xiii. Defect Notification Period Reports: within two weeks of completion of each Defect Notification Inspection mission;
- xiv. Draft Final Report: Prior to last two months of the assignment;
- xv. Final Report: immediately upon issuing the Final Payment Certificate;
- xvi. Special Reports (if required): within two weeks from the Employer's request.

*(i) Inception Report/ Mobilization Report*

No later than two weeks after the contract effective date as specified in SCC, a brief report should be submitted providing information on:

- ✓ Engineer's models for the reports,
- ✓ Interim Payment Certificates,
- ✓ refined staff mobilization schedule and work plan,
- ✓ time reporting systems,
- ✓ results of survey of construction sites confirming the design appropriateness or identifying any issues that may need to be addressed,
- ✓ Project Management Information System,
- ✓ define the responsibilities to be delegated,
- ✓ establish the communication procedures with the employer, and
- ✓ required procedures and formats to carry out the civil works contract administration tasks.

*(ii) Work Programme Report*

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

In the case where the Engineer has made comments the report will indicate the reasons for the comments.

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

- a) copy of the Contractor's detailed time programme showing the order in which the Contractor intends to carry out the Works with the highlighted critical path/s, including general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution and acceptance of the Works, Contractor's key equipment and personnel mobilization plan, and other information as may be deemed necessary and appropriate by the Engineer, including coordination arrangements with other Employer's contractors / personnel, if any;

- b) 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;
- c) A supporting report which will include:

- A list of critical path items and the related Contractors' estimates of delivery periods, accompanied by the Engineer's estimate of the latest delivery periods for each critical path item to warrant the completion in accordance with the Contract;

Engineer'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;
  - Contractors' and/or the Engineer's inspections and tests; and
  - Shipment and arrival at the Site;
- Materials and plant selected by the Engineer for inspections and tests, including an appropriate specification of the tests to be carried out and the associated arrangements;
- Names and particulars, including gender, of the Contractors' representative and other superintendence personnel approved by the Engineer in accordance with the Contract;
- Names of subcontractors consented by the Engineer 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 Engineer's consent;
- the details of a Project Management Information System (PMIS), acceptable to the Employer, for efficient and timely management of correspondence and documents from the Contractor, Employer and other stakeholder(s), as applicable, to be compatible with Employer's Management Information System (MIS) requirements, also including an implementation schedule.
- Copies of all notices, consents, approvals, certificates or determinations given or issued by the Engineer within the reported period;
- summary of the main actions with their estimated timing required of the Employer during the contract/s 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 Client.

*(iii) Baseline Surveys Report*

No later than four weeks after the contract effective date as specified in SCC, the results of baseline surveys to measure the daily traffic, travel time and the IRI for each link (road section) shall be submitted. The Baseline Survey Report shall include baseline instrumental measurements and analysis of dust, noise, vibration and water quality for each road section rehabilitation works (if needed according to ESMP).

*(iv) Weekly reports*

The Engineer will prepare and submit to the Client weekly report within 2 days of the end of each calendar week. The report will cover the cumulative and currently registered progress (including mobilization status) and supplied materials.

*(v) Contract's Monthly Progress Reports*

The Engineer 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 Engineer's mobilization. Each monthly progress report will include:

- a) Brief summary information about any events or circumstances which, in the Engineer's opinion, may create sufficient grounds for any time, claim and/or cost overrun under a Contract and the Engineer's recommendation of the measures being (or to be) adopted to overcome such events or circumstances and the contractual basis thereof;
- b) Comparison in the form of a chart showing the Contractor's original cumulative cash-flow estimate, in monthly periods, of all payments to which the Contractor will be entitled under the Contract and the actual payments certified by the Engineer 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 Engineer 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 Engineer's opinion on whether these may jeopardise the completion in accordance with the Contract;
  - Report on the measures being (or to be) adopted to overcome delays in respect of each event or circumstances and the contractual basis thereof;
- c) A Table showing the dates and values of every IPCs received and the dates when and values actually paid.
- d) A similar Table showing the payment status of the Consultant's contract.

- e) Comparison of the actual percentage completion of delivery compared with the planned for each critical path item identified in the Engineer's Work Programme Report; where any delivery is behind the Programme, the Engineer will comment on the likely consequences and state the remedial action being (or to be) taken;
- f) 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;
- g) Projection on Contract's total final price and the completion date;
- h) Information about the use of provisional sums and an appropriate justification thereof;
- i) Photographs showing the status of manufacture and of progress on the site;
- j) List of new quality assurance documents, reports on test results and certificates of materials;
- k) Safety statistics, as provided by the contractors, including details of any major incidents and activities (e.g., strikes, riots, demonstrations, media attention, etc.) relating to workers, public, and environment;
- l) List of all notices, consents, approvals, certificates or determinations given or issued by the Engineer within the reported period, including consents to the Contractor's Performance and the Advance Payment Securities; and
- m) Other information, as may be required by the Client.
- n) submitted summarizing the work accomplished by the supervision team for the preceding month, including the progress of the civil works contracts, status of physical and financial progress, the status of contractors claims for cost or time extensions, if any, brief descriptions of problems encountered including a record of any accidents on site and recommended solutions, information on any OHS incidents, along with follow-up action undertaken, grievances, violations of the code of conduct, civil works contracts Variations and Change Orders, employment generated through civil works (see Appendix 3) and other relevant information for each of the ongoing civil works contract requested by the Employer. In the consequent monthly reports, the consultant needs to provide a follow-up sections on previously reported problems and what follow up actions were undertaken by the Consultant/Employer/Contractors. The report should also contain the records of the Consultant's work for the preceding month (timesheets, copy of correspondence with the Employer and contractors, etc) and the reporting on (a) quality control and management, (b) compliance with the ESMP, any adverse environmental impacts that accrue during construction, the corrective measures taken to remedy that impacts and (c) social safeguards matters as separate chapters for each road civil works contract. Each Monthly Progress Report should be submitted along with other supporting documents of the Consultant's statement for the specific month payment.

The reports have to be concise and contain only critical information related to progress, issues and key events for the month. The consultant's report should not exceed 20 pages per contract, 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 annexes.

(vi) Quarterly Progress Reports

Within 15 days of the end of each quarter, covering all aspects of the project implementation and supported by charts, tables and graphics as needed to accurately report the situation on the ground. A template and outline of the report shall be attached as part of the inception report for discussion with the Client.

(vii) *Variations Reports*

The Engineer must therefore prepare variation orders in sufficient detail, accuracy and clarity to ensure that the Employer can comply with the Bank's procedures for the approval of Contract variations etc.

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

The Engineer must ensure that wherever possible existing or similar rates that exist within the BoQ must be used.

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

- whether the works were unforeseen and under whose risk (Client's or Contractor's) the consequences fall in accordance with the works contract;
- whether the works fall under Variation (i.e. relate to the Permanent works) or not and if not then what are the advantages of an amendment of the contract vs tendering the extra scope out;
- assessment of the time implication with potential prolongation costs and analysis of whether a variation is warranted vis-a-vis a separate tender;
- the quantity and the value of the varied Works that can be determined using existing rates and prices set out in the contract;
- the quantity and the Engineer's estimate of the value of the varied Works, for new Items of work which can be determined by using similar rates and prices set out in the contract as the basis for valuation;
- the quantity and the Engineer's estimate of the value of the varied Works that require the development of new rates using external quotations/ cost estimates from specialised sub-contractors (e.g. electrical, communications);
  - the Engineer shall provide a detailed breakdown of the rates and prices set out in the contract and identify the price components that the Engineer used or intends to use for the valuation of the varied works;
- the quantity and the Engineer's estimate of the value of the varied Works, which can only be determined using the rates and prices not set out in the Contract;

- the Engineer 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 variation is approved by the Employer, the Engineer shall immediately issue the Variation Order to the Contractor. He shall adjust the BoQ to reflect the changes made by the Variation Order.

(viii) *Pre-opening (post-construction) stage Road Safety Audit report*

As soon as the civil works are over, the engineer shall undertake pre-opening (or post-construction) stage road safety audit and prepare an audit report which includes location specific safety findings/ hazards (with photographs), risk level and recommendations for safety improvement (remedial measures). The RSA report shall be prepared immediately after the audit and compliance of the audit recommendations shall be ensured prior to issuance of taking over certificate.

(ix) *Completion Report*

On completion of the Works Contract, upon issue of the Taking-Over Certificate, within 28 calendar days the Consultant shall submit a comprehensive Works Completion Report, which shall include but not limited to, copies of the Taking-Over Certificate(s); verified “as-built” drawings showing all revisions to the design of the Works; method of construction, the construction supervision performed, summary of temporary employment generated by the project/ contract, an analysis of the completion cost of the Works; an overview of the actual progress of the Works 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. In addition to the above, the Works Completion Report must also include information relating to “Before” and “After” traffic volume, vehicle speed, IRI, estimated v/s actual cost, project baseline schedule v/s actual schedule, challenges encountered and measures taken, lessons learned, highlight good practices, areas of improvement, environmentally friendly initiatives, advanced technologies (if used), road safety measures installed, accidents/ incidents reported, etc. The template of the works completion report shall be finalized in close consultation with client and WB.

(x) *Claims Reports*

The Engineer shall implement the procedures for Claim management as set out in the General Conditions of the Works Contract(s) in the assessment and determination of any Claim and in the management of interim claims and Notices of Claim.

The Engineer 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 Engineer 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 Engineer.

In the event of the receipt of a Notice of Claim, or Claim from the Contractor the Engineer shall immediately notify, and provide a copy of the Contractor's Notice of Claim to the Client, and record the Notice into the Claims Register.

The Engineer shall conduct a detailed analysis of all claims. The Engineer 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 Engineer shall submit to the Employer a preliminary assessment of the validity of a Notice of Claim within 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 Engineer shall advise what steps can be implemented to mitigate the potential impact of the Claim if it is formally submitted.

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

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

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

(xi) *'Non-conformities' register*

The Engineer shall keep a 'Non-conformity' register and a 'Concession Request' register that shall be copied to the Employer monthly. Concession requests for materials or work that does not meet the requirements of the Specifications (as recorded in the non-conformity register) shall be made part of the routine Quality Assurance inspection system (Request for Inspection System).

(xii) *Defects Notification Period Reports*

The Consultant shall prepare for each inspection visit a report detailing:

- outstanding and remedial works completed by the Contractor during the period;

- the location, nature, extent and analysis of the causes of defects identified, if any;
- recommended method to correct identified defects together with cost estimates;
- in consultation with the Client and Contractor the liability for correcting the defects identified.

The report shall be submitted to the Client within two weeks of completion of each Engineer's mission.

(xiii) *Draft Final Report*

Two 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. 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 therefor; 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 and expenditure of provisional sums and contingency sums; a summary of all road and work execution related accidents happened during the contract execution and defects notification periods.

(xiv) *xi. Final Report*

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

(xv) *xii. Special Reports*

If required and at the request of the 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.

## **7. IMPLEMENTATION ARRANGEMENTS**

The Client expects to appoint the Consultant in December 2025. However, the expected period to sign the Consultancy services Contract may be changed subject to the successful award of the construction works contract.

### **7.1 Implementation Arrangements**

The works contract is expected to be signed following the successful conduct of a separate procurement procedure and is expected to have a duration of 24 months.

The Services to be provided by the Consultant are expected to last 39 months, which includes 24 months of works supervision, 12 months covering defects notification period and 3 months for the Performance Certificate issue and other closing activities.

The time period may be changed by written agreement between the parties.

## **7.2 Facilities**

### **FACILITIES TO BE PROVIDED BY THE CLIENT**

- (a) *Services, facilities and property to be made available to the Engineer by the Client:* All available information, reports, documents, etc., related to the execution of the Works shall be made available to the Engineer by the Client. The facilities to be provided to the Engineers are described in the Works Contract.
- (b) *Professional and support counterpart personnel to be assigned by the Client to the Engineer's team:* Counterpart personnel are not required.

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

The Works Contractor shall provide, furnish and maintain contract/s offices for use by the Engineer and his staff on the site of the Works. The contract offices shall be at locations provided by the Contractor and approved by the Engineer. An indicative description of the offices and furniture to be provided by the Contractor is presented in Chapter 004, Engineer's Facilities, Part 2 - Requirements – Technical Specifications of the Works Contract, and land-line telephones will be provided by the Contractor for calls within Moldova. International calls will be at the Consultant's cost. The Contractor shall provide site safety equipment (high-visibility vests, helmets, boots, etc.).

In case the Contractor will use any proprietary software for design and planning, free use of a license for it would be provided to the Engineer for the duration of the services.

The Contractor shall provide and maintain Laboratory offices equipped with necessary laboratory equipment, including an office for the Engineer at each Laboratory.

The Client may assist the Consultant in obtaining any entry/exit visas, etc. However, any related costs shall be borne by the Consultant.

All other costs shall be borne by the Consultant and shall not be reimbursable. The Consultant will provide residential accommodation for their specialists, and local and international transportation, mobile telephones, topographical survey equipment, all necessary local support staff such as secretaries/interpreters, drivers, office assistants, field assistants, as well as any other goods, equipment or services for successful execution of Consultancy Services. The Consultant will also be responsible for all salaries, fees, allowances, insurance, leave pay and taxes for the staff involved in the assignment.

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 protection.

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

All documentation related to the execution of the Works 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 Engineer 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, variation orders and modifications, all in a Project Management Information System (PMIS), as approved by the Employer and compatible with the Employer's Management Information System (MIS). The Engineer shall also maintain all detailed deliverable inventory, scheduled dates and actual status. During the course of the works under the contract, the Engineer shall maintain any and all electronic and printed project documents in good order in its site office. From time to time, the Employer may request the Engineer to provide certain documents to interested parties, approved by the Employer. Documents of a sensitive nature should be stored separately in the reference library. Prior to completion of the final contract period, the Engineer shall deliver to the Employer any and all hard copies project documents, in good order and properly indexed and marked. Additionally, the Engineer shall provide the Employer with all electronic files of any and all project documents stored in a media acceptable to the Employer including a comprehensive, well-organized electronic index of all those documents. The copyright of all project materials and any software license used for the PMIS shall belong to the Employer.

The Client is currently developing a formal PMIS to manage, among the others, the following principal data:

- contract documents, correspondence and construction drawings;
- approval of contractor's drawings;
- contractual issues;
- progress monitoring, physical and financial;
- quality control;
- minutes of meetings;
- contractor's claims, change orders and certifications procedures;
- audits;
- design manuals, codes, standards, etc.;
- legal issues; and
- as-built data and documents.

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



## ANNEX A

### Detailed Information on Works Contract to be supervised

#### Works Contracts

The Works Contract(s) for the rehabilitation of Corridor 8, can be received free of charge upon request (with sensitive data removed), once the Works Contract will be signed.

#### Consultant's Role

The Bank Harmonized Edition of the FIDIC shall be used as a contractual framework to implement the Works and the Consultant shall be the Engineer in the context of FIDIC. The duties of the Engineer under the Contract are defined therein and the Terms of Reference.

#### The Employer

The Employer under the FIDIC shall be the General Director of the NRA who may delegate part of his duties to a representative ("the Employer's Representative") in the course of the Contract.

#### Facilities for the Engineer

The facilities to be provided for the Engineer are stated in Chapter 004, Engineer's Facilities, Part 2, Requirements – Specifications of the Technical Specifications of the Works Contract.

#### Summary Description of the Works (the Contract prevails in case of any discrepancies)

The rehabilitation works under Corridor 8 comprises the two regional roads "G". The route passes the Ungheni and Calarasi districts. The works are divided as follows:

- (i) Lot 1 G88 road – section km 0+00 – km 16+200. The project starts at intersection of R1 road at km 78+200 - Cornesti village, and follows through G88 road up to km 16+200 – between Drujba and Napadeni villages.
- (ii) Lot 2 section 2.1 starts from km 16+200 and continues up to km 25+090 at the intersection with the Express Road M5 (km 196+880) – end of G88 road. Section 2.2 starts at the intersection of G88 and G86 road at km 0+000, and continues up to the km 8+395 of G86 road.

The works to be carried out include:

- (i) Lot 1 G88 road – section km 0+00 – km 16+200:
  - Over 165.000 cub.m of Earthworks;
  - Over 10.000 cub.m of asphalt concrete milling to any depth;
  - Over 130.000 square metre of foundation layer mixture of cement stabilized aggregates;
  - Over 28.000 tonnes of asphalt;
  - Over 17.000 square meters of Double bituminous treatment;
  - One bridge rehabilitation;
  - Six bus station installation, including ancillary works;
  - Utilities rearrangement as road illumination, communication cables; etc.
- (ii) Lot 2 section 2.1: G88: Cornești – Boghenii Noi – Năpădeni – M5, km 16+200 – km 25+090, and section 2.2: G86: G88–Dereneu–G85, km 0+00 - km 8+395:

- Over 155.000 cub.m of Earthworks;
- Over 900 cub.m of asphalt concrete milling to any depth;
- Over 130.000 square metre of foundation layer mixture of cement stabilized aggregates;
- Over 28.000 tonnes of asphalt;
- Over 5.000 square meters of Double bituminous treatment;
- One bridge rehabilitation;
- Two bus station installation, including ancillary works;
- Utilities rearrangement as road illumination, communication cables, water pipes; etc.

Information on the design companies that prepared the designs for the works Contract(s):

Lot 1: G88: Cornești – Boghenii Noi \_ Năpădeni – M5, km 0+000 – km 16+200

SC “TRANSPRIOECTCONSULT” SRL (Republic of Moldova)

Address: MD-2004, str. Bucuriei 12A, Chisinau, Republic of Moldova

Email: [tprconsult@gmail.com](mailto:tprconsult@gmail.com)

Lot 2: Section 2.1: G88: Cornești – Boghenii Noi – Năpădeni – M5, km 16+200 – km 25+090, and Section 2.2: G86: G88 – Dereneu – G85, km 0+000 – km 8+395.

SA “Intexnauca” (Republic of Moldova)

Address: str. V. Alecsandri 64, Chisinau, Republic of Moldova

Phone: +373 22 22 75 06

E-mail: office@itn.md

## **PART II**

### **Section 8. Conditions of Contract and Contract Forms**

**TIME-BASED FORM OF CONTRACT**  
**STANDARD FORM OF CONTRACT**

**Consultant's Services**  
Time-Based



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## **CONTRACT FOR CONSULTANT'S SERVICES Time-Based**

**Project Name: Moldova Rural Connectivity Project**

**Loan No./Credit No.: 9672-MD /7538-MD**

**Assignment Title: Consulting Services for Construction Supervision of Corridor 8 “G88:  
Cornești – Boghenii Noi – Năpădeni – M5 and G86: G88–Dereneu–G85”**

**Contract No. MRCP/CS/08/01**

**between**

**S.A.”Administrația Națională a Drumurilor”**  
*[Name of the Client]*

**and**

\_\_\_\_\_  
*[Name of the Consultant]*

**Dated: \_\_\_\_\_**



## I. Form of Contract

### TIME-BASED

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, **S.A.”Administrația Națională a Drumurilor”** (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
  - (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
  - (c) the Client has received loan/credit from the *International Bank for Reconstruction and Development (IBRD)* and *International Development Association (IDA)* toward the cost of the Services and intends to apply a portion of the proceeds of this loan/credit to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan/financing agreement, including prohibitions of withdrawal from the loan/credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the loan/financing agreement or have any claim to the loan proceeds;
-

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”;
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursables Cost Estimates

Appendix E: Form of Advance Payments Guarantee

Appendix F: Code of Conduct (ES)

Appendix G: Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E; Appendix F; and Appendix G. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of **S.A.”Administrația Națională a Drumurilor”**

\_\_\_\_\_  
*[Authorized Representative of the Client – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

\_\_\_\_\_  
*[Authorized Representative of the Consultant – name and signature]*

*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]

*[Name of the lead member]*

---

*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*



## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
  - (b) **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
  - (c) **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
  - (d) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
  - (e) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
  - (f) **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
  - (g) **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
  - (h) **“Contractor”** means the person named as contractor in the contract to be supervised by the Consultant.
  - (i) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant.
  - (j) **“Day”** means a working day unless indicated otherwise.

- (k) **“ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).
- (l) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (m) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (n) **“Foreign Currency”** means any currency other than the currency of the Client’s country.
- (o) **“GCC”** means these General Conditions of Contract.
- (p) **“Government”** means the government of the Client’s country.
- (q) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (r) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (s) **“Local Currency”** means the currency of the Client’s country.
- (t) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (u) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- (v) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (w) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (x) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

**Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

**Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

- (y) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s or Client’s Personnel.
- (z) **“Site”** means the land and other places where works are to be executed and/or facilities to be installed, and such other land or places as may be specified in the Contractor’s contract as forming part of the Site.
- (aa) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (bb) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

## 2. Relationship between the Parties

- 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## 3. Law Governing Contract

- 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## 4. Language

- 4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## 5. Headings

- 5.1. The headings shall not limit, alter or affect the meaning of this Contract.

## 6. Communications

- 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

- |   |   |
|---|---|
| <b>7. Location</b>                      | 7.1. The Services shall be performed at such locations as are specified in <b>Appendix A</b> hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.   |
| <b>8. Authority of Member in Charge</b> | 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the <b>SCC</b> to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.   |
| <b>9. Authorized Representatives</b>    | 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the <b>SCC</b> .  |
| <b>10. Fraud and Corruption</b>         | 10.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC.   |
| <b>a. Commissions and Fees</b>          | 10.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank. |

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- |  |   |
|--|---|
| <b>11. Effectiveness of Contract</b>                               | 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the <b>SCC</b> have been met.  |
| <b>12. Termination of Contract for Failure to Become Effective</b> | 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the <b>SCC</b> , either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |

- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

## **17. Force Majeure**

### **a. Definition**

- 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**b. No Breach of Contract** 17.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be Taken** 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 56 & 57.

## **18. Suspension**

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such

failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## **19. Termination**

19.1. This Contract may be terminated by either Party as per provisions set up below:

### **a. By the Client**

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 58.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 if the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

### **b. By the Consultant**

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case

of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 58.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 58.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment  
upon  
Termination**

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 50;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## **C. OBLIGATIONS OF THE CONSULTANT**

### **20. General**

**a. Standard of  
Performance**

20.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. As required in the **SCC**, the Consultant shall take additional measures to manage cyber security risks related to the Contract. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Submission by the Consultant for the Client's approval, for addition of any Sub-consultant not named in the Contract, shall also include the Sub-consultant's declaration in accordance with Appendix G- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

- b. Law Applicable to Services**
- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
- 21. Conflict of Interest**
- 21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. Consultant Not to Benefit from Commissions, Discounts, etc.**
- 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 49 through 54) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- b. Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** 22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1. Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
- 24. Insurance to be taken out by the Consultant** 24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting,  
Inspection and  
Auditing**

- 25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its subcontractors' and subconsultants' attention is drawn to Clause GCC 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**26. Reporting  
Obligations**

- 26.1. The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights  
of the Client in  
Reports and  
Records**

- 27.1. Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other

restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**28. Equipment,  
Vehicles and  
Materials**

- 28.1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- 28.2. Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

**29. Health and Safety**

- 29.1. The Consultant shall:
- (a) comply with all applicable health and safety regulations and Laws;
  - (b) comply with all applicable health and safety obligations specified in the Contract;
  - (c) provide or cause to be provided health and safety training of Experts as appropriate and maintain training records;
  - (d) put in place workplace processes for Experts to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;
  - (e) Experts who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Experts shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;
  - (f) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.

**30. Code of Conduct**

- 30.1. The Consultant shall have a Code of Conduct for the Experts.

The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Consultant shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Experts, Contractor's Personnel, Client's Personnel and the local community.

### **31. Forced Labor**

31.1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

### **32. Child Labor**

32.1. The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Consultant, including its Subconsultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Client. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

### **33. Workers' Organizations**

33.1. In countries where the relevant labor laws recognise workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Consultant shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Consultant shall enable alternative means for the Experts to express their grievances and protect their rights regarding working conditions and terms of employment. The Consultant shall not seek to influence or control these alternative means. The Consultant shall not discriminate or retaliate against Experts who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

### **34. Non-Discrimination and Equal Opportunity**

34.1. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion,

termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 33).

### **35. Experts Grievance Mechanism**

35.1. The Consultant shall have a grievance mechanism for Experts, and where relevant the workers' organizations stated in Clause GCC 33, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Experts shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Experts.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, provided that they are properly designed and implemented, address concerns promptly, and are readily accessible to such Experts. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

### **36. Training of Experts**

36.1. The Consultant shall provide appropriate training to relevant Experts on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in Clause GCC 29.

As required under the Contract, the Consultant shall also allow appropriate opportunities for the relevant Experts to be trained on ES aspects of the Contract by the Client's Personnel.

The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

#### **D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

- 37. Description of Key Experts**
- 37.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 37.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 49.2.
- 37.3. If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 49.2, the Parties shall sign a Contract amendment.
- 38. Replacement of Key Experts**
- 38.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 38.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate of remuneration.

**39. Approval of Additional Key Experts**

39.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

**40. Removal of Experts or Sub-consultants**

40.1. If the Client finds that any of the Experts or Sub-consultant:

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Services;
- (f) undertakes behaviour which breaches the Code of Conduct for Experts (ES);

the Consultant shall, at the Client's written request, provide a replacement.

40.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

40.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

40.4. Subject to the requirements in Clause GCC 40.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (f) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Services are being carried out, any Expert who engages in (a) to (f) above.

**41. Replacement/ Removal of Experts**

41.1. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or

– **Impact on  
Payments**

incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

**42. Working Hours,  
Overtime, Leave,  
etc.**

42.1. Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

42.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

42.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

## **E. OBLIGATIONS OF THE CLIENT**

**43. Assistance and  
Exemptions**

43.1. Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services

with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

#### **44. Access to Project Site**

44.1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

#### **45. Change in the Applicable Law Related to Taxes and Duties**

45.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 49.2.

#### **46. Services, Facilities and Property of the Client**

46.1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

46.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the

Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 49.3.

**47. Counterpart  
Personnel**

47.1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

47.2. If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 49.3.

47.3. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**48. Payment  
Obligation**

48.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

**F. PAYMENTS TO THE CONSULTANT**

**49. Ceiling Amount**

49.1. An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).

49.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.

49.3. For any payments in excess of the ceilings specified in GCC 49.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

**50. Remuneration and  
Reimbursable  
Expenses**

50.1. The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and

reasonably incurred by the Consultant in the performance of the Services.

50.2. All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

50.3. Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

50.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

50.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

## **51. Taxes and Duties**

51.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

51.2. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

## **52. Currency of Payment**

52.1. Any payment under this Contract shall be made in the currency(ies) specified in the **SCC**.

## **53. Mode of Billing and Payment**

53.1. Billings and payments in respect of the Services shall be made as follows:

- (a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will

be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.

- (b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 52 and GCC 53 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) The Final Payment .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by

the Client of a final report and a final invoice approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

**54. Interest on Delayed Payments**

- 54.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 53.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

**G. FAIRNESS AND GOOD FAITH**

**55. Good Faith**

- 55.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**H. SETTLEMENT OF DISPUTES**

**56. Amicable Settlement**

- 56.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 56.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 57.1 shall apply.

**57. Dispute Resolution**

- 57.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

## **II. General Conditions Attachment 1**

### **Fraud and Corruption**

*(Text in this Attachment shall not be modified)*

#### **1. Purpose**

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

#### **2. Requirements**

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<b>The Contract shall be construed in accordance with the law of the Republic of Moldova.</b>
4.1	<b>The language is English.</b>
6.1 and 6.2	<p><b>The addresses are</b> <i>[fill in at negotiations with the selected firm]:</i></p> <p>Client: <b><u>S.A.”Administratia Națională a Drumurilor”</u></b></p> <p>Attention: <u>Mr. Sergiu BEJAN, Interim General Director</u></p> <p>Facsimile: <u>+373 22 22 22 80</u></p> <p>E-mail (where permitted): <u>contracts.administration@andsa.md</u></p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state “N/A”;</i>  <i>OR</i>  <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p><b>The Lead Member on behalf of the JV is</b> _____  _____ <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> <u>Mr. Sergiu BEJAN, Interim General Director</u></p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p>
11.1	<p>The Contract comes into force on the contract signing date.</p> <p>The effectiveness conditions are the following:</p> <p>i. Confirmation of Key Experts’ availability to start the Assignment;</p>

	<p>ii. Lack of travel restrictions for the Key Experts (such as borders closure in the country of residence or the Employer's country; absence or cancellation of flights in the country of residence or the Employer's country; travel bans or restrictions in the Employer's country based on Key Expert's nationality).</p>
<b>12.1</b>	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p>The time period shall be 3(three) months or such other period as the parties may agree in writing.</p>
<b>13.1</b>	<p><b>Commencement of Services:</b></p> <p><b>The number of days shall be</b> 15 (fifteen) days or such other time as the parties may agree in writing.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
<b>14.1</b>	<p><b>Expiration of Contract:</b></p> <p><b>The time period shall be</b> 33.5 months.</p>
<b>21 b.</b>	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3.</p>
<b>23.1</b>	<p><b>No additional provisions.</b></p>
<b>24.1</b>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>(a) Professional liability insurance, with a minimum coverage of equivalent of total ceiling amount of the Contract; The professional liability insurance must be issued by reputable insurance company acceptable to the Client and it shall have the Client as beneficiary. Throughout the implementation of the Contract, the consultant must submit to the Client the evidence that that insurance is maintained and that premiums have been paid in advance for at least 6 months' period. The evidence of payment in advance of premiums shall be submitted to the Client with at least one month prior to due date for payment of premiums.</p>

	<p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of in accordance with the applicable law in the Client's country;</p> <p>(c) Third Party liability insurance, with a minimum coverage of coverage of 10 000 (ten thousand) USD;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<b>27.1</b>	n/a
<b>27.2</b>	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
<b>40.2</b>	<p>The paragraph has been modified as follows:</p> <p>"In the event that any of the Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefor, may request the Consultant to provide a replacement within 30 calendar days from notification."</p>
<b>42.1</b>	<p><i>Add the following paragraphs after existing:</i></p> <p>Normal Project working hours are between 08:00 – 17:00, Monday – Friday, excluding official Moldovan public holidays.</p> <p>The Consultant shall ensure the proper organization of its Experts on site, considering, if the case may be, the necessity to work outside normal working works, or on official Moldovan public holidays or weekends.</p>

	Where supervisory work is required outside of normal working hours the Consultant shall allocate staff on site as needed. Sufficient staff must be allocated to ensure there are no delays / disruptions to the planned works.
<b>42.2</b>	<p><i>Add the following paragraphs after existing:</i></p> <p>The Consultant's remuneration rate for an expert shall be deemed to cover payment of overtime, sick leave, vacation leave, taxes or any other benefit that the Consultant may agree to pay the Expert as part of the remuneration package agreed separately between the Consultant and Expert.</p>
<b>42.3</b>	<p><i>Add the following paragraph after the existing:</i></p> <p>"The mobilization, demobilization, and any taking of leave by Key Experts, Non-Key Experts and Short-term Experts shall be notified at least two weeks in advance, describing the reasons and providing alternative staffing arrangements for the services to not be disrupted, and is subject to the prior approval of the Client. Client's approval shall not be unreasonably withheld and shall be provided within a week and if any disapproval, a reasoned rejection should be given."</p>
<b>42</b>	<p><i>Add the following clause:</i></p> <p>42. 4. For purposes of the travel, the time shall only be considered the most direct and economically advantageous route to and from the destination of travel, using the fastest means of transportation.</p>
<b>42</b>	<p><i>Add the following clause:</i></p> <p>42.5. The Consultant staff shall observe the applicable labor legislation related to the Working Hours, Overtime, Leave, etc. in Client's Country.</p>
<b>42</b>	<p><i>Add the following clause:</i></p> <p>42.6. The Consultant staff is expected to discharge the duties with utmost efficiency, professionalism and in a timely manner. To this end, the Consultant staff shall not be entitled to claim inputs or overtime for remedying its own tasks/activities/actions and/or deliverables/outputs.</p>
<b>49.2</b>	<p><b>The ceiling in foreign currency or currencies is:</b>  <u>                                </u> [insert amount and currency for each  currency] <b>exclusive of local indirect taxes.</b></p>

	<p><b>The ceiling in local currency is:</b> _____ <i>[insert amount and currency]</i> <b>exclusive of local indirect taxes.</b></p> <p><b>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall not apply Pursuant to Law no. 176/2024 and Government Decision no. 114/2025</b>, as per which the Client is granted exemption for the Consultant from payment of VAT with the right to deduct, as well as from excise duties and the environmental pollution tax and VAT without the right to deduct, excise duties, customs duties, customs procedure taxes and the tax on the goods which, in the process of use, cause environment pollution for the supply of goods or/and services performed in the Client's country.</p> <p>The Client shall provide, upon request from the Consultant, a confirmation of the exemption from such taxes and duties, in the Client's country for implementation of the project, in accordance with the referenced regulations.</p>
50.3	<p><b>Price adjustment on the remuneration applies.</b></p> <p>Payments for remuneration made in [foreign <i>and/or</i> local] currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in <b>Appendix C</b> shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13<sup>th</sup> calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \{ \text{or} \quad R_f = R_{fo} \times [ 0.1 + 0.9 \frac{I_f}{I_{fo}} ] \}$ <p>where</p> <p><math>R_f</math> is the adjusted remuneration;</p> <p><math>R_{fo}</math> is the remuneration payable on the basis of the remuneration rates (<b>Appendix C</b>) in foreign currency;</p> <p><math>I_f</math> is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and</p> <p><math>I_{fo}</math> is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.</p>

The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to  $I_f$  and  $I_{fo}$  in the adjustment formula for remuneration paid in foreign currency: *[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"]*

- (2) Remuneration paid in local currency pursuant to the rates set forth in **Appendix D** shall be adjusted every *[insert number]* months (and, for the first time, with effect for the remuneration earned in the *[insert number]* the calendar month after the date of the Contract) by applying the following formula:

$$R_l = R_{lo} \times \frac{I_l}{I_{lo}} \quad \{ \text{or} \quad R_l = R_{lo} \times [ 0.1 + 0.9 \frac{I_l}{I_{lo}} ] \}$$

where

$R_l$  is the adjusted remuneration;

$R_{lo}$  is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;

$I_l$  is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and

$I_{lo}$  is the official index for salaries in the Client's country for the month of the date of the Contract.

The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to  $I_l$  and  $I_{lo}$  in the adjustment formula for remuneration paid in local currency: *[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency]*

- (3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor  $X_0/X$ .  $X_0$  is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract.  $X$  is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.

<p><b>51.1 and 51.2</b></p>	<p>The Client warrants that the Consultant, the Sub-consultants and the Experts shall be exempt from: VAT, customs duties, excise duties and customs procedure taxes in the Client's country as per <b>Law no. 176/2024 and Government Decision no. 114/2025</b>, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> <li>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</li> <li>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</li> <li>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</li> <li>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that: <ul style="list-style-type: none"> <li>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</li> <li>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</li> </ul> </li> </ul>
<p><b>52.1</b></p>	<p><b>The currency [currencies] of payment shall be the following:</b> <i>[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]</i></p>
<p><b>53.1(a)</b></p>	

	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none"> <li>(1) An advance payment 15% in foreign currency/ local currency shall be made within 60 days after the Effective Date, following the receipt of the advance payment guarantee. The advance payment will be set off by the Client in equal installments against the statements for the first 15 months of the Services until the advance payment has been fully set off.</li> <li>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</li> </ol>
53.1(e)	<p><b>The accounts are:</b></p> <p>for foreign currency: <i>[insert account]</i>.  For local currency: <i>[insert account]</i></p>
54.1	<p><b>The interest rate is 1%.</b></p>
57.	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <b>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</b> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <b>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</b> shall appoint,</li> </ol> </li> </ol>

	<p>upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <b>the Secretary General of the Permanent Court of Arbitration, The Hague</b>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <b>the Secretary General of the Permanent Court of Arbitration, The Hague</b> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p>

	<ul style="list-style-type: none"> <li>(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</li> <li>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</li> <li>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</li> <li>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</li> </ul>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> <li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in [<i>select a country which is neither the Client's country nor the Consultant's country</i>];</li> <li>(b) the English language shall be the official language for all purposes; and</li> <li>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</li> </ul>

## **IV. Appendices**

### **APPENDIX A – TERMS OF REFERENCE**

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.]*

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]*

### **APPENDIX B - KEY EXPERTS**

*[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

*[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours. ]*

### **APPENDIX C – REMUNERATION COST ESTIMATES**

1. Monthly rates for the Experts:

*[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]*

## **APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES**

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*

2. *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount. ]*

## APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

*[See Clause GCC 53.1(a) and SCC 53.1(a)]*

*{Guarantor letterhead or SWIFT identifier code}*

### Bank Guarantee for Advance Payment

**Guarantor:** \_\_\_\_\_ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[insert Name and Address of Client]*

**Date:** \_\_\_\_\_ *[insert date]*\_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[insert number]*\_\_\_\_\_

We have been informed that \_\_\_\_\_ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_ *[insert date]*\_\_\_\_\_ with the Beneficiary, for the provision of \_\_\_\_\_ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ *[insert amount in figures]* (\_\_\_\_\_) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[amount in figures]* (\_\_\_\_\_) *[amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on its account number \_\_\_\_\_ at \_\_\_\_\_ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_\_ day of *[month]*\_\_\_\_\_, *[year]*\_\_\_\_,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

\_\_\_\_\_  
*[signature(s)]*

*{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}*

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<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

## **APPENDIX F - CODE OF CONDUCT**

**APPENDIX G - SEXUAL EXPLOITATION AND ABUSE (SEA)  
AND/OR SEXUAL HARASSMENT (SH) PERFORMANCE  
DECLARATION FOR SUB-CONSULTANTS**

*[The following table shall be filled in for the Consultant, each member of a Joint Venture  
and each Sub-consultant proposed by the Consultant]*

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Sub-consultant's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

<b>SEA and/or SH Declaration</b>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>

## **PART III**

### **Section 9. Notification of Intention to Award and Beneficial Ownership Forms**

## Notification of Intention to Award

***[This Notification of Intention to Award shall be sent to each Consultant whose Financial Proposal was opened. Send this Notification to the authorized representative of the Consultant].***

For the attention of Consultant's authorized representative

Name: *[insert authorized representative's name]*

Address: *[insert authorized representative's address]*

Telephone/Fax numbers: *[insert authorized representative's telephone/fax numbers]*

Email Address: *[insert authorized representative's email address]*

***[IMPORTANT: insert the date that this Notification is transmitted to all Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

## Notification of Intention to Award

**Client:** *[insert the name of the Client]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFP is issued]*

**Loan No. /Credit No. /Grant No.:** *[insert reference number for loan/credit/grant]*

**RFP No:** *[insert RFP reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Proposal, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

### 1. The successful Consultant

**Name:** *[insert name of successful Consultant]*

**Address:** *[insert address of the successful Consultant]*

**Contract price:** *[insert contract price of the successful Consultant]*

- 2. Short listed Consultants** *[INSTRUCTIONS: insert names of all short listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as read out, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion. Select Full Technical Proposal (FTP) or Simplified Technical Proposal (STP) in the last column below.]*

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
[insert name]	[yes/no]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <b>Criterion (iii):</b> [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score] <b>Criterion (iv):</b> [insert score] <b>Criterion (v):</b> [insert score] <b>Total score:</b> [insert score]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] <b>Total score:</b> [insert score]	[Proposal price]	[evaluated price]	<b><u>Combined Score:</u></b> [combined score] <b><u>Ranking:</u></b> [ranking]
[insert name]	[yes/no]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <b>Criterion (iii):</b> [insert score] <u>Sub-criterion a:</u> 1: [insert score]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score]	[Proposal price]	[evaluated price]	<b><u>Combined Score:</u></b> [combined score] <b><u>Ranking:</u></b> [ranking]

Name of Consultant	Submitted Proposal	[ <i>use for FTP</i> ] Overall technical scores	[ <i>use for STP</i> ] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score] <b>Criterion (iv):</b> [insert score] <b>Criterion (v):</b> [insert score] <b>Total score:</b> [insert score]	<u>Sub-criterion c:</u> [insert score] <b>Total score:</b> [insert score]			
[insert name]	[yes/no]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <b>Criterion (iii):</b> [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] <b>Total score:</b> [insert score]	[Proposal price]	[evaluated price]	<b><u>Combined Score:</u></b> [combined score] <b><u>Ranking:</u></b> [ranking]

Name of Consultant	Submitted Proposal	[ <i>use for FTP</i> ] Overall technical scores	[ <i>use for STP</i> ] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		<b>Criterion (iv):</b> [ <i>insert score</i> ] <b>Criterion (v):</b> [ <i>insert score</i> ] <b>Total score:</b> [ <i>insert score</i> ]				
[ <i>insert name</i> ]	...					
...	...					

**3. Reason/s why your Proposal was unsuccessful** [*Delete if the combined score already reveals the reason*]

*[INSTRUCTIONS; State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]*

**4. How to request a debriefing** [*This applies only if your proposal was unsuccessful as stated under point (3) above*]

**DEADLINE:** The deadline to request a debriefing expires at midnight on [*insert date*] (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

**Attention:** [*insert full name of person, if applicable*]

**Title/position:** [*insert title/position*]

**Agency:** [*insert name of Client*]

**Email address:** [*insert email address*]

**Fax number:** [*insert fax number*] *delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

**5. How to make a complaint**

**DEADLINE:** The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [*insert date*] (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Client]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number]* ***delete if not used***

[At this point in the procurement process] [ Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the “Procurement Regulations for IPF Borrowers (Procurement Regulations) (Annex III).” You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “How to make a Procurement-related Complaint” provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Consultant who has submitted a Proposal in this selection process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

## 6. Standstill Period

**DEADLINE:** The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of *[insert the name of the Client]*:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Beneficial Ownership Disclosure Form

**INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Consultant. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:*

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant*

**Request for Proposal reference No.:** *[insert identification no]*

Name of the Assignment: *[insert name of the assignment]*

To: *[insert complete name of Client]*

In response to your notification of award dated *[insert date of notification of award]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

### Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)
<i>[include full name (last, middle, first),</i>			

<i>nationality, country of residence]</i>			
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**OR**

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant

**OR**

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]

**Name of the Consultant:** \**[insert complete name of the Consultant]*

**Name of the person duly authorized to sign the Proposal on behalf of the Consultant:**  
\*\**[insert complete name of person duly authorized to sign the Proposal]*

**Title of the person signing the Proposal:** *[insert complete title of the person signing the Proposal]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

\* In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a joint venture, each reference to "Consultant" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

\*\* Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.