



**REQUEST FOR PROPOSALS
RFP# PP3/RRP/CS/QCBS/08/02**

MILLENNIUM CHALLENGE ACCOUNT – MOLDOVA

On Behalf of:

THE GOVERNMENT OF MOLDOVA

Funded by

THE UNITED STATES OF AMERICA

Through

THE MILLENNIUM CHALLENGE CORPORATION

Procurement of Consulting Services

**CONSTRUCTION SUPERVISION OF 2 No. CIVIL WORKS
CONTRACTS FOR REHABILITATION OF**

**ROAD M2 CHIȘINĂU – SOROCA KM 116+000 – KM
154+352**

and

**ROAD R7 SOROCA-DROCHIA-COSTESTI KM 3+414 – KM
12+789**

December, 2011

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**Note to
Consultants:**

The RFP contain explanatory text and notes that provide instructions to Consultants on how the Proposals Forms should be prepared. They are presented with square brackets, italicized, and the key parameter bolded.

for example: “Our attached Financial Proposal is for the lump sum of [insert: ***amount(s) in words and figures***].”

All such explanatory text and notes **MUST BE REMOVED** from the Proposal and replaced with the key parameter as defined by the Consultant.

The RFP contain also explanatory text and footnotes that provide instructions to Consultants on how the Proposals should be prepared. They are presented with square brackets in a typeface such as used in this line (Times New Roman).

for example: [The Consultant shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

All such explanatory text and footnotes **MUST BE REMOVED** from the Proposal to be submitted by the Consultant.

LETTER OF INVITATION FOR PROPOSALS

**Re: CONSTRUCTION SUPERVISION OF 2 No. CIVIL WORKS CONTRACTS
FOR REHABILITATION OF ROAD M2 CHIȘINĂU – SOROCA KM 116+000
– KM 154+352 and ROAD R7 SOROCA-DROCHIA-COSTESTI KM 3+414 –
KM 12+789**

RFP Ref: PP3/RRP/CS/QCBS/08/02

1. The Millennium Challenge Corporation (the “MCC”) and the Government of Moldova (the “Government” or “GoM”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in Republic of Moldova (the “Compact”) in the amount of approximately 262,000,000 USD (the “MCC Funding”). The Government, acting through the Millennium Challenge Account – Moldova, a public institution established under the laws of the Republic of Moldova as the Accountable Entity for the Compact (the “MCA-Moldova”), intends to apply a portion of the MCC Funding to eligible payments under a contract for which the Request for Proposals is issued. Any payments made under the proposed contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use of MCC funding and conditions to the disbursements of MCC funding. No party other than the Government and the MCA-Moldova shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding.
2. The goal of a Compact would be to reduce poverty through economic growth. The Compact contains the following components:
 - Transition to High Value-added Agriculture (THVA) Project. The project objective is to increase incomes in rural agricultural communities through transition to higher value-added production through rehabilitation of irrigation infrastructure, radical changes to its management, and increased access to finance, training, and market information, beneficiaries will transition to more intensive and varied crop production and better marketing of the production.
 - Road Rehabilitation Project (RRP). The project would improve profitability and marketability of goods carried on the roads, improve access to social services among communities serviced by the roads, and improve road safety. The proposed project comprises the rehabilitation of existing paved four-lane roads.

The interventions proposed for the rehabilitation of M2, in general, are surface treatment, shape correction, resurfacing and strengthening by overlay, strengthening by reconstruction, repair and replacement of elements to ensure traffic safety, rehabilitation of bridges and foot bridges, rehabilitation of the roadside drainage system, and improvements to a number of intersections.
3. This Invitation for Proposals follows the General Procurement Notice that appeared in UNDB Online on October 27, 2011, dgMarket on October 25, 2011, the local newspaper Monitorul Oficial on October 28, 2011, and was posted on the MCA-Moldova website on October 25 <http://www.mca.gov.md>.

4. The MCA-Moldova acting through the State Road Administration (the “Procurement Agent”) now invites proposals to provide the consultant services referenced above (the “Proposals”). The consultant (the “Supervision of Civil Works for Rehabilitation Road Consultant” or “The Engineer”) will be responsible to:
- (a) establishment of systems of managerial control for civil works contracts,
 - (b) the Engineer’s administration of Contracts,
 - (c) control over estimated works quantities and contract outcome costs, in monitoring the progress of the Works and technical records;
 - (d) control and acceptance of contractor’s interim and final payment certificates;
 - (e) 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;
 - (f) direct supervision of the works and monitoring of progress;
 - (g) the preparation of progress, technical and contractual reports,
 - (h) execution of the control tests of all materials intended for incorporation into permanent works and the all executed works.

More details on these consultant services are provided in the Terms of Reference (the “TOR”).

5. The contract will be awarded in two lots, one for each lot, to two different firms:
- Lot 1 – Construction Supervision of the works contracts PP3/RRP/W/CB/01/01 and PP3/RRP/W/CB/01/02;
 - Lot 2 – Construction Supervision of the works contracts PP3/RRP/W/CB/01/03 and PP3/RRP/W/CB/01/04.

Detailed Information on the Works Contract Packages to be supervised is provided in Annex A to the Section 6, Terms of Reference.

One firm can be awarded contract for one lot only.

6. The Request for Proposal (“RFP”) is open to all eligible entities (“Consultants”) who wish to respond. Consultants may only associate with each other in the form of a joint venture or in a sub-consultancy agreement to complement their respective areas of expertise to enhance their capacity to successfully carry out the assignment and so long as any association is otherwise formed in accordance with the terms of the RFP.
7. A Consultant will be selected under the QCBS method, the evaluation procedure for which is described in sections of the RFP in accordance with MCC Program Procurement Guidelines as amended on September 2010 and May 2011, which are provided on the MCC website <http://www.mcc.gov/pages/business/guidelines>.
8. The consultant services will be divided into:

- **Base Contract:** a twelve (12) month fixed price lump sum contract to cover the first part of the Construction Supervision activities.
- **Option 1 Contract:** a fixed price lump sum contract to cover the second part of the Construction Supervision activities, to be activated subject to the successful performance of the Consultant during the the Base Contract period, as determined at the sole discretion of MCA-Moldova. This Option is for a twelve (12) months period for the initial pricing purpose, but could be longer of twelve (12) months or time required for the acceptance of works. If the time is extended beyond 12 months, a separate contract amendment shall be negotiated, and need not be priced at this time. MCA-Moldova shall notify the Consultant about the non-activation of this option in accordance with Special Conditions of Contract (Clause GCC2.3).
- **Option 2 Contract:** a twelve (12) month fixed price lump sum contract to cover the Defect Notification Period, to be activated subject to the successful performance of the Consultant during the Option 1 contract, as determined at the sole discretion of MCA-Moldova. MCA-Moldova shall notify the Consultant about the non-activation of this option in accordance with Special Conditions of Contract (Clause GCC2.3).

9. The RFP Document includes the following Sections:

Section 1 Instructions to Consultants

This section provides information to help potential Consultants prepare their Proposals; it also provides information on the submission, opening, and evaluation of Proposals and on the award of the proposed contract.

Section 2 Proposal Data Sheet

This section includes provisions that are specific to this procurement and that supplement Section 1, Instructions to Consultants.

Section 3 Qualification and Evaluation Criteria

This section specifies the qualifications required of the Consultant and the criteria to be used to evaluate the Proposal.

Section 4A Technical Proposal Forms

This section provides the Technical Proposal Forms which are to be completed by a potential Consultant and submitted in a separate envelope as part of a potential Consultant's total Proposal.

Section 4B Financial Proposal Forms

This section provides the Financial Proposal Forms which are to be completed by a potential Consultant and submitted in a separate envelope as part of a potential Consultant's total Proposal.

Section 5 Contract Forms

- I Contract Agreement
- II General Conditions of Contract
- III Special Conditions of Contract
- IV Appendices

Section 6 Terms of Reference

This section includes the detailed Terms of Reference for this

procurement that describe the nature, tasks and duties of the consultant services to be procured.

10. Consultants interested in submitting a Proposal should register their interest by sending an e-mail to:

State Road Administration

Attention: Mr. Gheorghe Curmei

Head of Investment Department

Tel: (+373 22) 22 11 14

Fax: (+373 22) 74 12 19

E-mail: gheorghe.curmei@asd.md

providing their full contact details, for the State Road Administration - Procurement Agent to send the RFP by e-mail.

11. A pre-proposal conference will be held in Chişinău at 10.00 am local time in Moldova on January 12, 2012 at the following address:

State Road Administration

4th floor, Room 400

Bucuriei 12A Str.

Chişinău, MD-2004

Republic of Moldova

Attendance is strongly advised for all prospective Consultants or their representatives but is not mandatory.

12. The closing time for receipt of Proposals is 10.00 am local time in Moldova on February 10, 2012 at the following address:

State Road Administration

Room 336, 3th floor

Bucuriei 12A Str.

Chişinău, MD-20004

Republic of Moldova

Proposals received after this time and date shall not be considered and will be returned unopened. Consultants should be aware that distance and customs formalities may require longer than expected delivery time.

Yours sincerely,

Ion Josan

Procurement Director

MCA-Moldova

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Definitions

- (a) “associate” means any entity or person with whom the Consultant associates in order to provide any part of the Services.
- (b) “Compact” means the Millennium Challenge Compact between the United States of America, acting through the Millennium Challenge Corporation, and the Government of Moldova, entered into on January 22, 2010, as may be amended from time to time.
- (c) “confirmation” means confirmation in writing.
- (d) “Consultant” means any entity or person that may provide or provides the Services to the MCA-Moldova under the Contract.
- (e) “Contract” means the contract proposed to be entered into between the MCA-Moldova and the Consultant, including all attachments, appendices, and all documents incorporated by reference therein, a form of which is included in [Section 5](#) of this RFP.
- (f) “day” means a calendar day.
- (g) “FBS” means Fixed Budget Selection method.
- (h) “Financial Proposal” has the meaning given the term in Sub-Clause [ITC 3.6](#).
- (i) “Fraud and Corruption” means any of those actions defined in GCC (including the phrases “coercive practice,” “collusive practice,” “corrupt practice,” “fraudulent practice,” “obstructive practice,” and “prohibited practice” as defined in Sub-Clause [GCC 1.1](#)), according to which action may be taken against the Consultant, Personnel or MCA-Moldova personnel.
- (j) “GCC” means the General Conditions of Contract.
- (k) “Government” means the Government of Moldova.
- (l) “Instructions to Consultants” or “ITC” means Section 1 of this RFP, including any amendments, which provides Consultants with all information needed to prepare their Proposals.
- (m) “in writing” means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt.
- (n) “Key Professional Personnel” means the key professional personnel nominated pursuant to Sub-Clause [ITC 3.4\(d\)](#).
- (o) “LCS” means Least Cost Selection method.
- (p) “MCA-Moldova” means Millennium Challenge Account – Moldova, the party with which the selected Consultant signs the Contract for the provision of the Services.

- (q) “MCC” means the Millennium Challenge Corporation, a United States Government corporation, acting on behalf of the United States Government.
- (r) “PDS” means the Proposal Data Sheet, in [Section 2](#) of this RFP, used to reflect specific country and assignment conditions.
- (s) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultants, or associates that are assigned to perform the Services or any part thereof.
- (t) "Pre-Proposal Meeting" means the pre-proposal meeting specified in the PDS for Sub-Clause [ITC 1.4](#), if any.
- (u) “Proposal” means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a Consultant in response to this RFP.
- (v) “QBS” means Quality-Based Selection method.
- (w) “QCBS” means Quality and Cost-Based Selection method.
- (x) “RFP” means this Request for Proposals, including any amendments that may be made, prepared by the MCA-Moldova for the selection of the Consultant.
- (y) “SCC” means the Special Conditions of Contract.
- (z) “Services” means the tasks to be performed by the Consultant pursuant to the Contract.
- (aa) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (bb) “Taxes” has the meaning given the term in the Compact.
- (cc) “TEP” means the Technical Evaluation Panel, selected for the purpose of evaluating the Proposals received, that submits a report with recommendation for award of the Contract for which this RFP is being issued.
- (dd) "Technical Proposal" has the meaning given the term in Sub-Clause [ITC 3.4](#).
- (ee) “Terms of Reference” or “TOR” means the document included in this RFP as [Section 6](#) which explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the MCA-Moldova and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The MCA Entity named in the [PDS](#) will select a Consultant in accordance with the selection method specified in the [PDS](#)
- 1.2 Throughout this RFP except where the context requires otherwise, words indicating the singular also include the

plural and words indicating the plural also include the singular; and the feminine means the masculine and vice versa.

- 1.3 Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for this assignment as specified in the [PDS](#). The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.4 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the MCA-Moldova before submitting a Proposal and to attend a Pre-Proposal Meeting if one is specified in the [PDS](#). Attending any Pre-Proposal Meeting is strongly advised, but not mandatory. Attending any Pre-Proposal Meeting and/or a site visit shall not be taken into account for the purpose of evaluation of Proposals.
- 1.5 The MCA-Moldova will timely provide, at no cost to the Consultant, the inputs and facilities specified in the [PDS](#), assist the firm in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports. No other inputs will be provided. Therefore, a Consultant shall plan to cover all incurred expenses that may be foreseen to initiate and sustain the Services in a timely manner, including but not limited to office space, communication, insurance, office equipment, travel, etc. not otherwise specified in the PDS.
- 1.6 Consultants shall bear all costs associated with preparation and submission of their Proposals and contract negotiation.
- 1.7 The MCA-Moldova 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 any Consultant.
- 1.8 The MCA-Moldova requires that Consultants provide professional, objective, and impartial advice and at all times hold the MCA-Moldova's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work.
 - 1.8.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be selected, under any of the circumstances set forth below:

Conflict of
Interest

Conflicting
Activities

- (a) A Consultant that has been engaged by the MCA-Moldova to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods, works or services other than consulting services resulting from or directly related to such consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting
Assignments

- (b) A Consultant (including its associates, if any, its Personnel and Sub-Consultants and 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 to be executed for the MCA-Moldova or for another client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare terms of reference for an assignment should not be hired for the assignment in question.

Conflicting
Relationships

- (c) A Consultant (including its associates, if any, its Personnel and Sub-Consultants and any of its affiliates) that have a business or family relationship with a member of the MCA-Moldova's board of directors or the MCA-Moldova staff, or with the Procurement Agent or Fiscal Agent (as defined in the Compact or related agreements) hired by the MCA-Moldova who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to MCC throughout the selection process and the execution of the Contract.

- 1.8.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the MCA-Moldova, 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 the Contract.
- 1.8.3 No member of the MCA-Moldova's board of directors or current employees of the MCA-Moldova shall work as, or on behalf of, any Consultant.
- 1.8.4 No current employees of the Government shall work as Consultants or as Personnel under their own ministries, departments or agencies.
- 1.8.5 Recruiting former MCA-Moldova or Government employees to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.
- 1.8.6 If a Consultant nominates any Government employee as Personnel in their Technical Proposal, such Personnel must have written certification from the Government confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the MCA-Moldova by the Consultant as part of its Technical Proposal.
- 1.8.7 In the case where a Consultant seeks to engage the services of any person falling under Sub-Clauses ITC 1.8.3 – 1.8.6, who may have left the MCA-Moldova within a period of less than twelve (12) months of the date of this RFP, it must obtain a "no-objection" from the MCA-Moldova for the inclusion of such a person, prior to the Consultant's submission of its Proposal.
- Unfair Advantage 1.8.8 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the MCA-Moldova shall make available to all Consultants, together with this RFP, all information that would in that respect give such Consultant any competitive advantage over competing Consultants.
- Fraud and Corruption 1.9 MCC requires that all beneficiaries of MCC Funding, including the MCA-Moldova and any bidders, suppliers, contractors, subcontractors and consultants under any MCC-funded contracts observe the highest standards of ethics during the procurement and execution of such

contracts. In pursuance of this policy, the MCA-Moldova:

- (a) will reject a Proposal if it determines that the Consultant recommended for award has, directly or through an agent, engaged in Fraud and Corruption in competing for the Contract;
- (b) has the right to sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded an MCC-funded contract if at any time it determines that the Consultant has, directly or through an agent, engaged in Fraud and Corruption in competing for, or in executing such a contract; and
- (c) has the right to require that a provision be included in the Contract requiring the selected Consultant to permit the MCA-Moldova, MCC, or any designee of MCC, to inspect its accounts, records and other documents relating to the submission of a Proposal or performance of the Contract, and to have such accounts and records audited by auditors appointed by MCC or by the MCA-Moldova with the approval of MCC.

In addition, MCC has the right to cancel the portion of MCC Funding allocated to the Contract if it determines at any time that representatives of a beneficiary of the MCC Funding engaged in Fraud and Corruption during the selection process or the execution of the Contract, without the MCA-Moldova or the beneficiary having taken timely and appropriate action satisfactory to MCC to remedy the situation.

MCC may also invoke, on its own behalf, any of the rights identified for the MCA-Moldova in paragraphs (a)-(c) of this Sub-Clause ITC 1.9.

Eligibility

1.10 Consultants (including their associates, if any), their Sub-Consultants and Personnel, shall satisfy the eligibility criteria set forth below, as applicable.

Ineligibility and Debarment

1.10.1 Consultants (including their associates, if any), their Personnel and Sub-Consultants shall not be any person or entity under a declaration of ineligibility for Fraud and Corruption in accordance with Sub-Clause [ITC 1.8](#), or that have been declared ineligible for participation in a procurement in accordance with the procedures set out in the MCC Program Procurement Guidance paper entitled “*Excluded Parties Verification Procedures in MCA Entity Program Procurements*” that can be found on MCC’s website at <http://www.mcc.gov>. This would also remove from eligibility for participation in procurement any firm

that is organized in or has its principal place of business or a significant portion of its operations in any country that is subject to sanction or restriction by law or policy of the United States. As of the date of this RFP, those countries are Cuba, Iran, Sudan and Syria. However, the countries subject to these sanctions and restrictions are subject to change from time to time and it is necessary to refer to the web sites identified in the guidance paper referenced above for the most current listing of sanctioned and restricted countries.

Consultants (including their associates, if any), their Personnel and Sub-Consultants not otherwise made ineligible for a reason described in the immediately preceding paragraph shall be excluded if:

- (a) as a matter of law or official regulation, the Government prohibits commercial relations with the country of such Consultant, associates, Personnel or Sub-Consultants;
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of United Nations Charter, the Government prohibits any import of goods from the country of such Consultant, associates, Personnel or Sub-Consultants or any payments to persons or entities in such country; or
- (c) such Consultant, associates, Personnel or Sub-Consultants are otherwise deemed ineligible by MCC pursuant to any policy or guidance that may, from time to time, be in effect as posted on the MCC website at <http://www.mcc.gov>.

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| Qualification and Eligibility of Consultants | 1.10.2 Consultants must satisfy the legal, financial and litigation criteria requirements stated in Para 3.1 , Para 3.2 , and Para 3.3 of Section 3 of this RFP. |
| | 1.10.3 Consultants must also satisfy the eligibility criteria set forth in this RFP and as contained in the <i>MCC Program Procurement Guidelines</i> governing MCC-funded procurements under the Compact. |
| Eligibility of Associates | 1.10.4 In the case where a Consultant intends to associate with another Consultant and/or individual expert(s), then such associates shall also be subject to the eligibility criteria set forth in this RFP and as contained in the <i>MCC Program Procurement Guidelines</i> governing MCC-funded procurements under the Compact. |
| Eligibility of | 1.10.5 Government-Owned Enterprises (GOEs) are not eligible to |

Government owned Entities	compete for MCC-funded contracts. GOEs (i) may not be party to any MCC-funded contract for goods, works, or services procured through an open solicitation process, limited bidding, direct contracting, or sole source selection; and (ii) may not be pre-qualified or shortlisted for any MCC-funded contract anticipated to be procured through these means. This prohibition does not apply to Government-owned Force Account units owned by the Government of Moldova, or Government-owned educational institutions and research centers, any statistical, mapping or other technical entities not formed primarily for a commercial or business purpose, or where a waiver is granted by MCC in accordance with Part 7 of <i>MCC's Program Procurement Guidelines</i> . All Consultants must certify their status as a part of their submission in Form TECH-1 of Section 4A.
Commissions and Gratuities	1.11 A Consultant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this RFP or its Proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal Submission Form (Section 4B).
Origin of Goods and Consulting Services	1.12 Goods supplied and consulting services provided under the Contract may originate from any country subject to the same restrictions specified for Consultants (including their associates, if any), their Personnel and Sub-Consultants set forth in Sub-Clause ITC 1.11 .
Only one Proposal	1.13 Consultants may only submit one Proposal. If a Consultant submits or participates in more than one Proposal, all such Proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one Proposal.
Proposal Validity	1.14 The PDS indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Key Professional Personnel nominated in the Proposal. The MCA-Moldova will make its best effort to complete negotiations within this period. Should the need arise; however, the MCA-Moldova may request Consultants to extend the validity period of their Proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Key Professional Personnel nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new Key Professional Personnel in replacement, which would be considered in the final evaluation for Contract award.

Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

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| Source of Funds;
Compact Terms
and Conditions | 1.15 MCC and the Government have entered into the Compact to help facilitate poverty reduction through economic growth in Republic of Moldova. The Government, acting through the MCA-Moldova, intends to apply a portion of the proceeds of MCC Funding to eligible payments under the Contract. Payments under the Contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use of MCC Funding and conditions to disbursements. No party other than the Government and the MCA-Moldova shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding. The Compact and its related documents are available on MCC's website at http://www.mcc.gov or at the website of the MCA-Moldova http://www.mca.gov.md . |
| 2. Clarification and
Amendment of RFP
Document | <p>2.1 Consultants may request a clarification of the RFP documents up to the number of days indicated in the PDS before the Proposal submission date. Any request for clarification must be sent in writing or by email or fax to the MCA-Moldova at the address indicated in the PDS. The MCA-Moldova will respond in writing or by email or fax and will send written copies of the response (including an explanation of the query, but without identifying the source of inquiry) to all Consultants by the date specified in the PDS.</p> <p>2.2 Should the MCA-Moldova deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Sub-Clause ITC 2.4.</p> <p>2.3 At any time prior to the deadline for submission of Proposals, the MCA-Moldova may, for any reason and at its sole discretion, amend the RFP by issuing an amendment following the procedure under Sub-Clause ITC 2.4.</p> <p>2.4 Any amendment issued under Sub-Clauses ITC 2.2 or ITC 2.3 above shall (a) become a part of the RFP and (b) be communicated in writing to all shortlisted Consultants or Consultants who have registered or obtained the RFP directly from the MCA-Moldova, as the case may be.</p> <p>2.5 To give prospective Consultants reasonable time in which to take an amendment into account in preparing their Proposals, the MCA-Moldova may, at its discretion, extend the deadline for the submission of Proposals.</p> |

3. Preparation
of Proposals

3.1 The Proposal, as well as all related correspondence exchanged by the Consultants and the MCA-Moldova, shall be written in the English and/or Moldovan language, as specified in the [PDS](#). If proposals are to be submitted in both English and/or Moldovan language, the English version shall govern.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (a) In the case where there has been no shortlisting of Consultants, if a Consultant considers that it may enhance its expertise for the assignment, it may associate with another Consultant. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

In the case where there has been shortlisting of Consultants, if a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or Sub-consultancy, it may associate with either (i) non-shortlisted Consultant(s), or (ii) shortlisted Consultant(s) if so indicated in the [PDS](#). A shortlisted Consultant must first obtain the approval of the MCA-Moldova if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

- (b) The estimated number of person-months for Key Professional Personnel envisaged to execute the assignment may be shown in the [PDS](#). However, the evaluation of the Proposal shall be based on the number of person-months estimated by the Consultant.

For fixed-budget-based assignments, the available budget is given in the [PDS](#), and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

- (c) Alternative Key Professional Personnel shall not be

proposed, and only one curriculum vitae (CV) may be submitted for each position indicated in the TOR.

Technical Proposal
Format and Content

3.4 Consultants are required to submit a technical proposal, which shall provide the information indicated in the following paragraphs (a) through (g) using the standard forms provided in Section 4A (the “Technical Proposal”). A page is considered to be one printed side of A4 or US letter-size paper.

- (a) Information on the Consultant’s financial capacity is required (Form [TECH-2](#) of Section 4A). A brief description of the Consultants’ organization and an outline of recent experience of the Consultant and of each associate, if any, on assignments of a similar nature is required (Form [TECH-3](#) and Form [TECH-4](#) of Section 4A). For each assignment, the outline should indicate the names of associates or Key Professional Personnel who participated, duration of the assignment, contract amount, and Consultant’s involvement. Information should be provided only for those assignments for which the Consultant was legally contracted as a corporation or as one of the major firms within a joint venture. Assignments completed by individual professional staff working privately or through other consultants cannot be claimed as the experience of the Consultant, or that of an associate, but can be claimed by the professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by MCA-Moldova. References of the Consultant are also required (Form [TECH-5](#) of Section 4A).
- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the MCA-Moldova (Form [TECH-7](#) of Section 4A).
- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposal is provided (Form [TECH-6](#) of Section 4A). The work plan should be consistent with the Work and Deliverables Schedule (Form [TECH-10](#) of Section 4A) which will show in the form of a bar

chart the timing proposed for each activity.

- (d) The list of the proposed Key Professional Personnel by area of expertise, the position that would be assigned to each person, and their tasks (Form [TECH-8](#) of Section 4A).
- (e) Estimates of the staff input (person-months of foreign and local professionals) needed to carry out the assignment (Form [TECH-9](#) of Section 4A). The person-months input should be indicated separately for home office and field activities, and for foreign and local professional staff.
- (f) CVs of the Key Professional Personnel signed by the staff themselves and/or by the authorized representative (Form [TECH-11](#) of Section 4A).
- (g) A detailed description of the proposed methodology and staffing for training, if the [PDS](#) specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information other than the required information in Form [TECH-2](#). A Technical Proposal containing financial information will constitute grounds for declaring the Proposal non-responsive.

Financial
Proposal

3.6 The Consultant's financial proposal shall be prepared using the forms provided in [Section 4B](#) (the "Financial Proposal"). It shall list all prices associated with the assignment, including remuneration for Personnel (foreign and local, in the field and at the Consultants' home office) and travel expenses, if indicated in the [PDS](#). All activities and items described in the Technical Proposal shall be assumed to be included in the price offered in the Financial Proposal.

Taxes

3.7 Except as may be exempt pursuant to the Compact, a Consultant (including its associates, if any), Sub-Consultants, and their respective Personnel shall be subject to certain Taxes (as defined in the Compact) under applicable law (now or hereafter in effect). The Consultant, (including its associates, if any), Sub-Consultants and their respective Personnel shall pay all such Taxes. In the event that any Taxes are imposed on the Consultant, its associates, Sub-Consultants, or their respective Personnel, the Contract price shall not be adjusted to account for such Taxes. The MCA-Moldova shall have no obligation to pay or compensate the Consultant, its associates, Sub-Consultants, or their respective Personnel for any Taxes.

Currencies

3.8 Consultants must submit their Financial Proposals in the

currency or currencies specified in the [PDS](#).

- 3.9 Commissions and gratuities, if any, paid or to be paid by the Consultants and related to the assignment should be listed in the Financial Proposal Submission Form [FIN-1](#) of Section 4B.
4. Submission, Receipt, and Opening of Proposals
- 4.1 The following applies to the “ORIGINAL” of the Technical Proposal, and of the Financial Proposal. The “ORIGINAL” shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person signing the Proposal must initial such corrections, as well as initial each page of the relevant “ORIGINAL”. The submission letters for the Technical Proposal and for the Financial Proposal should respectively be in the format shown in Form [TECH-1](#) and Form [FIN-1](#).
- 4.2 If required in the [PDS](#), the authorized representative of the Consultant signing the “ORIGINALS” of the Technical and of the Financial Proposal shall provide within the Technical Proposal an authorization in the form of a written power of attorney demonstrating that the person signing has been duly authorized to sign the “ORIGINALS” on behalf of the Consultant, and its associates. The signed Technical Proposals and the signed Financial Proposals shall be clearly marked “ORIGINAL”.
- 4.3 Copies of the Technical Proposal and the Financial Proposal shall be made, in the number stated in the [PDS](#), and each shall be clearly marked “COPY”. It is preferred that all copies required should be made by photocopying the “ORIGINAL” as appropriate. However, the Consultant should note that if copies are made by any other means and discrepancies are found between the original and any of the copies of the relevant documents, then the “ORIGINAL” shall govern.
- 4.4 The “ORIGINAL” and each “COPY” of the Technical Proposal shall be placed in a sealed envelope/parcel clearly marked “TECHNICAL PROPOSAL”. Similarly, the “ORIGINAL” and each “COPY” of the Financial Proposal shall be placed in a separate sealed envelope/parcel clearly marked “FINANCIAL PROPOSAL”.
- Each envelope/parcel shall bear the name and address of the MCA-Moldova as stated in the [PDS](#), the name and address of the Consultant (in case they have to be returned unopened, and the name of the assignment as stated in the PDS for Sub-Clause [ITC 1.3](#).

In addition, the envelope/parcel containing the original and

copies of the Financial Proposal shall be marked with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” If the Financial Proposal is not submitted in a separate sealed envelope/parcel duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

The two envelopes/parcels containing the Technical Proposal and the Financial Proposal shall then be placed into one outer envelope or carton (as appropriate) and securely sealed to prevent premature opening. This outer envelope/carton shall bear the submission address, name and address of the Consultant, name of the assignment reference number, and be clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE [SUBMISSION TIME AND DATE]” as indicated in the PDS for Sub-Clause [ITC 4.5](#). The MCA-Moldova shall not be responsible for misplacement, losing or premature opening if the outer envelope/carton is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection.

4.5 Proposals must be received by the MCA-Moldova at the address and no later than the time and on the date specified in the [PDS](#), or any extension of this date in accordance with Sub-Clause [ITC 2.5](#). Any Proposal received by the MCA-Moldova after the deadline for submission shall be declared late, rejected and returned unopened to the Consultant.

4.6 The MCA-Moldova shall open the outer envelopes/cartons as soon as possible after the deadline for submission and sort the Proposals into Technical Proposals or Financial Proposals as appropriate. The Technical Proposals will be opened as specified in the [PDS](#). The envelopes with the Technical Proposals shall remain sealed until the TEP is ready to convene. The MCA-Moldova shall ensure that the Financial Proposals remain sealed and securely stored until such time as the public opening of Financial Proposals takes place.

5. Proposal
Evaluation

5.1 From the time Proposals are opened to the time the Contract is awarded, Consultants may not contact the MCA-Moldova on any matter related to its Technical Proposal or Financial Proposal. Any effort by a Consultant to influence the MCA-Moldova in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultant’s Proposal.

Evaluation of
Technical
Proposals

5.2 The TEP shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in [Para 3.4](#) of Section 3. Each responsive

Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the [PDS](#).

Financial
Proposals
(only for QBS)

5.3 Following the ranking of Technical Proposals, and after receiving a “no objection” from MCC (if applicable), when selection is based on quality only (QBS), the first ranked Consultant will be invited to negotiate its Proposal and the Contract in accordance with the instructions given under Sub-Clause [ITC 6.1](#).

Financial Proposals
(only for QCBS,
FBS, LCS)

5.4 Following completion of the evaluation of Technical Proposals, and after receiving a “no objection” from MCC (if applicable), the MCA-Moldova shall notify all Consultants who have submitted Proposals of (a) those Proposals which were considered non-responsive, (b) the technical scores of those Proposals which were deemed responsive and (c) to those who achieved the minimum qualifying mark, the date, time and location for the opening of the Financial Proposals.

The notification shall also advise those Consultants whose Technical Proposals did not meet the minimum qualifying mark, or which were considered non-responsive, that their Financial Proposals will be returned unopened after the MCA-Moldova has completed the selection process.

5.5 Financial Proposals shall be opened publicly in the presence of those Consultants’ representatives who choose to attend at the date, time and location stated in the notice issued pursuant to Sub-Clause [ITC 5.4](#). All Financial Proposals will first be inspected to confirm that they have remained sealed and unopened. Only the Financial Proposals of those Consultants who met the minimum qualifying mark following the Technical Evaluation stage will be opened. The Technical Score (St) and only the Total Proposal Price, as stated in the Financial Proposal Submission Form [FIN-1](#) shall be read out aloud and recorded. A copy of the record shall subsequently be sent to those Consultants whose Financial Proposals were opened and to MCC.

5.6 The TEP will correct any computational errors, and in cases of a discrepancy between a partial amount and the total amount, or between words and figures the former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In cases where an activity or line item is quantified differently in the Financial Proposal from the

Technical Proposal, no corrections will be applied to the Financial Proposal in this respect.

If Consultants are not required to submit financial proposals in a single currency, prices shall be converted to a single currency for evaluation purposes using the selling rates of exchange, source and date indicated in the [PDS](#).

- 5.7 For Quality and Cost Based Selection (QCBS), the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in [Para 3.4](#) of Section 3. Proposals will be 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) indicated in [Para 3.4](#) of Section 3: $S = St \times T\% + Sf \times P\%$. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection (FBS), the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection (LCS), the MCA-Moldova will select the lowest priced proposal among those that passed the minimum technical score. In both cases, the evaluated proposal price according to Sub-Clause [ITC 5.6](#) shall be considered, and the selected firm invited for negotiations.
- 5.9 Prior to execution of a contract, the MCA-Moldova shall reserve the right to conduct a verification of the market-reasonableness of the prices offered. A negative determination (either unreasonably high or unreasonably low) could be a reason for rejection of the Proposal at the discretion of the MCA-Moldova. The Consultant shall not be permitted to revise its submission after a determination that its offered price is unreasonable. In addition, the MCA-Moldova may also verify any information provided on Form [TECH-5](#) in the Proposal. A negative determination in the post-qualification could lead to the rejection of the Proposal and the MCA-Moldova may, at its discretion, move to invite the next-ranked Consultant for negotiation.
6. Negotiations
- 6.1 Negotiations will be held at the address indicated in the [PDS](#). The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm the availability of all the Key Professional Personnel listed in the Technical Proposal. Failure to confirm such Personnel may result in the MCA-

Moldova proceeding to negotiate with the next-ranked Consultant. Representatives conducting the negotiations on behalf of Consultant must have written authority to negotiate and conclude the Contract on behalf of the Consultant.

Technical
Negotiations

- 6.2 Negotiations will commence with a discussion of the Technical Proposal, including (a) proposed technical approach and methodology, (b) work plan, (c) organization and staffing, and (d) any suggestions made by the Consultant to improve the Terms of Reference.

The MCA-Moldova and the Consultant will then finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract under “Description of Services.” Special attention will be paid to clearly defining the inputs and facilities required from the MCA-Moldova to ensure satisfactory implementation of the assignment.

The MCA-Moldova shall prepare minutes of negotiations which will be signed by MCA-Moldova and the Consultant.

Financial
Negotiations

- 6.3 It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local Tax amount to be paid by the Consultant under the Contract. In no event, shall the MCA-Moldova be responsible for the payment or reimbursement of any Taxes. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

Availability of
Professional
Staff/Experts

- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Key Professional Personnel, the MCA-Moldova expects to negotiate a Contract on the basis of those Personnel named in the Technical Proposal. Before Contract negotiations, the MCA-Moldova will require assurances that the proposed Key Professional Personnel will be actually available.

During Contract negotiations, MCA-Moldova will not consider substitution of any Key Professional Personnel unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity of one of the Personnel. If this is not the case and if it is established that any Key Professional Personnel were offered in the Proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

- | | | |
|--------------------------------|------|--|
| Conclusion of the Negotiations | 6.5 | Negotiations will conclude with a review of the draft Contract and Appendices, following which the MCA-Moldova and the Consultant will initial the agreed Contract. If negotiations fail, the MCA-Moldova will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. |
| 7. Award of Contract | 7.1 | After the award of Contract, the MCA-Moldova shall publish on its website, at <i>dgMarket</i> and at <i>UNDB online</i> the results identifying the procurement, the name of the winning Consultant and the price, duration, and summary scope of the Contract. The same information shall be sent to all Consultants who have submitted Proposals. After Contract signature, the MCA-Moldova shall return the unopened Financial Proposals to the unsuccessful Consultants. |
| | 7.2 | The Consultant is expected to commence the assignment on the date and at the location specified in the PDS . |
| 8. Confidentiality | 8.1 | Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may subject the Consultant to the provisions of the Government's, the MCA-Moldova's and MCC's antifraud and corruption policies. |
| 9. Bid Challenge System | 9.1 | Any Consultant has the right to complaint and appeal, but must do so in the manner and format set down in the bid challenge system published on the MCA-Moldova's website http://www.mca.gov.md . |
| 10. Compact Conditionalities | 10.1 | Consultants are advised to examine and consider carefully the provisions that are set forth in Appendix G to the Contract, as these are a part of the Government's and the MCA-Moldova's obligations under the Compact and related agreements, which, under the terms of the Compact and related agreements, are required to be transferred onto any Consultant (including any associate) or Sub-Consultant who partakes in procurement or subsequent contracts in which MCC funding is involved. |
| | 10.2 | The provisions set forth in said Appendix G apply both during the RFP procedures and throughout the performance of the Contract. |

Section 2 PROPOSAL DATA SHEET

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Note to Consultants: This Section contains hyperlinks presented in blue font color and underlined. They allow you to refer to respective clause of Instructions to Consultants /ITC/ by clicking on the link,
for example: “[ITC-1.1](#) The name of the MCA Entity is: Millennium Challenge Account – Moldova”

This Section contains also hyperlinks presented in blue font color and underlined. They allow you to navigate throughout this RFP by clicking on the link.
for example: “For the inputs to be provided to the Consultant Section 6, TOR and Clause [GCC 5.1](#) of Section 5, Contract. “

Introduction (ITC 1)

[ITC 1.1](#)

The name of the MCA Entity is:

Millennium Challenge Account – Moldova (“MCA-Moldova”)

The method of selection is:

Quality- and Cost Based Selection (QCBS)

[ITC 1.3](#)

The name of the assignment is:

Supervision of Civil Works for Rehabilitation of Road M2
Chişinău – Soroca km 116+000 – km 154+352 and
Road R7 Soroca-Drochia-Costesti km 3+414 – km 12+789

[ITC 1.4](#)

A pre-proposal conference will be held at 10:00 am local time in
Moldova on January 12, 2012 at the following address:

State Road Administration
4th floor, Room 400
Bucuriei 12A Str.
Chişinău, MD-2004
Republic of Moldova

Attendance is strongly advised for all prospective Consultants or
their representatives but is not mandatory.

[ITC 1.5](#)

Inputs and facilities to be provided by MCA-Moldova:

For the inputs to be provided to the Consultant please refer to the
Section 6, TOR and Clause [GCC 5.1](#) of Section 5, Contract.

[ITC 1.15](#)

Proposals must remain valid for:

Ninety (90) days after the deadline for the submission of
Proposals specified in PDS for Sub-Clause [ITC 4.5](#), i.e. May 10,
2012.

Clarification and Amendment of RFP Document (ITC 2)

[ITC 2.1](#)

Clarifications may be requested:

Not later than fourteen (14) days before the deadline for
submission of the Proposals, i.e. January 27, 2012.

The address for requesting clarifications is:

State Road Administration (SRA) – Procurement Agent
Attention: Mr. Gheorghe Curmei
Bucuriei 12A Str.
Chişinău, MD – 2004
Republic of Moldova
Fax: (+373 22) 74 12 19

E-mail: gheorghe.curmei@asd.md

The responses shall be issued to all Consultants:

Not later than ten (10) days prior to the deadline for submission of Proposals, i.e. January 31, 2012.

Preparation of Proposals (ITC 3)

[ITC 3.1](#)

Technical and Financial Proposals shall be submitted in:

English language Yes ☒ No ☐

Moldovan language Yes ☐ No ☒

[ITC 3.3\(a\)](#)

The second paragraph of Sub-Clause ITC 3.3(a) is not applicable.

[ITC 3.3\(b\)](#)

Estimated number of person-months:

The estimated total number of person – months for Key Professional Personnel required for the assignment by labor category is: **208**.

[ITC 3.4\(g\)](#)

Training is a specific component of this assignment:

Yes ☐ No ☒

[ITC 3.6](#)

Financial Proposal:

The Total Proposal Price will be shown in Form [FIN-2](#).

The Financial Proposal shall be for a fixed-price lump sum contract. It shall list all prices associated with the assignment and needed to implement the Contract.

The Consultant shall provide in Form [FIN-3](#) fully loaded prices (including any international travel, per diem and in-country travel).

The Financial Proposal Forms must include the Base Period and the two (2) Option Periods.

A Financial Proposal that does not cover the services for the entire duration, including the Base Period and the two (2) Option Periods shall be rejected. To determine the Total Price, the Consultants shall add the Base Contract Price plus the two (2) Option Contract Prices and the sum total in Form FIN-2 will represent the Total Proposal Price

[ITC 3.8](#)

Currency of the Financial Proposal:

The Financial Proposals shall be submitted either in US Dollars (“USD”) or in Moldovan Lei (“MDL”) or in a combination of the two at the discretion of the Consultant. No other currency is

allowed.

Submission, Receipt, and Opening of Proposals (ITC 4)

[ITC 4.2](#)

Written Power of Attorney is required:

Yes [X] No []

[ITC 4.3](#)

The Consultant must submit:

Technical Proposal: one (1) original and four (4) paper copies

Financial Proposal: one (1) original and four (4) paper copies

In addition, the Consultants must submit:

Technical Proposal: one (1) soft copy on a CD, enclosed with the Technical Proposal in the same envelope. The soft copy of the Technical Proposal shall be placed in sealed envelope/parcel clearly marked "TECHNICAL PROPOSAL - CD". If there is a conflict between the electronic version provided on the CD and the paper copies, the paper copies shall prevail.

Financial Proposal: one (1) soft copy on a CD, enclosed with the Financial Proposal in the same envelope. The soft copy of the Financial Proposal shall be placed in sealed envelope/parcel clearly marked "FINANCIAL PROPOSAL - CD". If there is a conflict between the electronic version provided on the CD and the paper copies, the paper copies shall prevail.

[ITC 4.4](#)

The address for the submission of Proposals is:

State Road Administration

Attention: Mr. Gheorghe Curmei

Head of Investment Department

Office 336, 3rd floor

Bucuriei 12A Str.

Chişinău, MD-20004 Republic of Moldova

[ITC 4.5](#)

Proposals must be submitted:

No later than 10:00 am local time in Moldova on February 10, 2012.

[ITC 4.6](#)

Technical Proposals opening:

Technical Proposals will be opened publicly on February 10, 2012, at 10:15 am, at the following location:

State Road Administration

Bucuriei 12A Str.

Chişinău, MD-20004

Republic of Moldova

Proposal Evaluation (ITC 5)

[ITC 5.2](#)

The minimum technical score St required to pass is:

Eighty (80) points out of 100 possible points.

If all Consultants fail to reach this minimum threshold, the MCA-Moldova through State Road Administration – Procurement Agent reserves the right to invite the highest scoring Consultant and negotiate both Technical and Financial Proposals.

[ITC 5.6](#)

For evaluation purposes the single currency for price conversions is:

USD

For evaluation purposes the source of official selling rates is:

National Bank of Moldova (www.bnm.md)

For evaluation purposes the date of the exchange rate is:

The date of the deadline for submission of the Proposal, i.e. February 10, 2012.

[ITC 5.8](#)

This Sub-Clause is not applicable.

[ITC 5.9](#)

No negative determination in the verification of the market – reasonableness of the prices offered, which could be either unreasonably high or unreasonably low.

Negotiations (ITC 6)

[ITC 6.1](#)

The expected date for Contract negotiations is:

Within thirty (30) days from the date of the Financial Proposals opening.

Negotiations will be held at the State Road Administration premises at the address below:

Bucuriei 12A Str.,
Chişinău, MD-2004
Republic of Moldova

Award of Contract (ITC 7)

[ITC 7.2](#)

The date for commencement of the Services is:

Ten (10) days after the effective date of the Contract.

The location of the Services is:
Chişinău, Moldova

Section 3 QUALIFICATION AND EVALUATION CRITERIA

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- | | | |
|-----|---------------------|--|
| 3.1 | Legal Status | The Consultant shall attach to Form TECH-1 a copy of its letter of incorporation, or other such document, indicating its legal status, as well as any other document showing that it intends to associate, or it has associated with, the other associates who are submitting a joint proposal. In case the Consultant is a joint venture, letters of incorporation, or other such documents, shall be attached for all associates of the joint venture. |
| 3.2 | Financial Criteria | The Consultant shall provide evidence showing that its liquid assets and access to credit facilities are adequate for this Contract, as indicated in Form TECH-2 . |
| 3.3 | Litigation Criteria | The Consultant shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed, terminated, or under execution by the Consultant over the last five (5) years, as indicated in Form TECH-2 . A consistent history of awards against the Consultant or existence of high value dispute, which may threaten the financial standing of the Consultant, may lead to the rejection of the Proposal. |
| 3.4 | Evaluation Criteria | Criteria, sub-criteria, and point system for the evaluation of Technical Proposals (refer to Sub-Clause ITC 5.2). |

The Technical Proposal shall:

- (i) Meet all the minimum requirements specified below;
- (ii) Obtain a minimum of eighty (80) points.

Criteria, sub-criteria	Points
1. Organizational Capability and Experience of the Consultant	
<i>The Technical Proposal shall provide evidence of organizational capability and relevant experience in assignments of similar size, scope, and complexity.</i>	
<i>MCA-Moldova reserves the right to contact the Form TECH-5 references as well as other sources to check references and past performance.</i>	
(a) Demonstrated experience in construction supervision of road rehabilitation projects during the last five (5) years.	5
(b) Experience in Eastern Europe or NIS countries.	5
Total Points for criterion 1	10
2. Adequacy of the proposed methodology and work plan in responding to the Terms of Reference	

The Technical Proposal shall explain in detail how the Consultant will:

- (i) *Operate the management strategy to successfully prepare deliverables acceptable to MCA-Moldova in a timely manner, and achieve any milestones specified in the TOR in the best possible way from the point of consistency, cost-efficiency, and timeliness;*
- (ii) *Interact and communicate with State Road Administration as necessary to successfully and consistently supervise the works and administer the works contract in a timely manner;*
- (iii) *Accomplish the tasks within a specific work plan and staffing plan with responsibilities and coordination among different staff positions adequately defined;*
- (iv) *Manage and share information, correspondence, and reporting both electronically and otherwise with the Contractor, MCA-Moldova, and SRA, as appropriate, to most efficiently and transparently achieve the project goal for quality, cost efficiency, and completion timeliness;*

(v) *Approach to application of the penalties*

(a) Proposed approach and methodology	15
(b) Proposed work plan	5
(c) Proposed project organization and staffing	10
Total Points for criterion 2	30

3. Key Professional Personnel Qualifications for the Assignment

The Technical Proposal shall provide details on the qualifications and experience of the Key Professional Personnel in accordance with the minimum requirements listed below.

- (a) Team Leader/ Project Manager 15
 - *Demonstrated ability to lead and manage a multi-disciplinary team, to achieve specific and measurable results;*

- *At least fifteen (15) years of experience in supervising road rehabilitation works under FIDIC Conditions of Contract. Experience of asphalt pavement and cold in - place recycling construction is considered to be an asset;*
 - *Experience of similar posts on at least three (3) successful projects of similar size and complexity;*
 - *Broad international experience. Experience in CIS (Commonwealth of Independent States) is considered to be an asset;*
 - *Excellent communication skills and experience in working with a wide range of individuals;*
 - *Higher education degree in Civil engineering or equivalent area; and*
 - *Good knowledge of English, both written and oral.*
- (b) Deputy Team Leader / Resident Engineer 10
- *At least ten (10) years of experience in road construction supervision under FIDIC Conditions of Contract. Experience of asphalt pavement and cold in - place recycling construction is considered to be an asset;*
 - *Experience of similar posts on at least two (2) projects of similar size and scope;*
 - *International experience. Experience in CIS (Commonwealth of Independent States) is considered to be an asset;*
 - *Higher education degree in Highway Engineering or other related fields; and*
 - *Good knowledge of English, both written and oral.*
- (c) Environmental Expert 7.5
- *At least five (5) years of experience working with environmental management issues relating to road rehabilitation projects;*
 - *Higher education degree in related field; and*
 - *Good knowledge of English, both written and oral.*
- (d) Social Expert
- *At least five (5) years of relevant experience* 7.5

of social management and monitoring under infrastructure projects;

- *Higher education degree in related field; and*
- *Good knowledge of English, both written and oral.*

(e) Materials Engineers (combined score) 10

- *At least ten (10) years of experience in quality management of civil works and materials testing. Experience of roads, bridges, motorways contracts as Materials Engineer is essential, including asphalt paving and cold in – place recycling, where the candidate can demonstrate knowledge of both asphalt and cold recycling mix designs;*
- *International experience including experience in CIS (Commonwealth of Independent States);*
- *Experience of similar posts on at least two (2) similar projects;*
- *Higher education degree in Civil engineering or other related fields; and*
- *Good knowledge of English, both written and oral.*

(f) Quantity Surveyors (combined score) 10

- *At least ten (10) years of experience in similar positions in roads and / or motorways projects and works supervision;*
- *Higher education degree in Civil engineering or other related fields;*
- *Experience of similar posts on at least two (2) similar projects;*
- *Good knowledge of FIDIC Conditions of Contract;*
- *Fluency in English, both written and oral.*

Total points for criterion 3 60

The minimum technical score St required to pass is:

Eighty (80) points

If all Consultants fail to reach this minimum threshold, the MCA-Moldova reserves the right, at its sole discretion, to invite the highest scoring Consultant and negotiate both its Technical and Financial Proposals. If the negotiations fail to result in an acceptable contract within a reasonable time,

MCA-Moldova reserves the right to terminate the negotiations, at its sole discretion, and to invite the next highest ranked Consultant and negotiate both its Technical and Financial Proposals.

The formula for determining the financial scores (refer to Sub-Clause [ITC 5.7](#)) is:

$$Sf = 100 \times Fm / F$$

where

Sf is the financial score,

Fm is the lowest price, and

F is the price of the Proposal under consideration.

The weights given to the Technical and Financial Proposals (refer to Sub-Clause [ITC 5.7](#)) are:

T = eighty percent (80%)

F = twenty percent (20%)

Section 4A TECHNICAL PROPOSALS FORMS

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Notes to Consultants:

This Section provides standard forms shall be used for the preparation of the Technical Proposal in accordance with the instructions provided in Section 1, Instructions to Consultants. The Consultant must use these forms (or forms that present in the same sequence substantially the same information) and should not introduce changes without the MCA-Moldova's prior written consent. If the Consultant has a question regarding the meaning or appropriateness of the contents or format of the forms and/or the instructions contained in them, these questions should be brought to attention MCA – Moldova's as soon as possible during the proposal clarification process by addressing them to the MCA-Moldova in writing pursuant to Sub- Clause [ITC 2.1](#) of Section I.

In preparing its Proposal, the Consultant must ensure all requested information in the Technical Proposal Forms is provided and that the EXPLANATORY TEXT AND INSTRUCTIONS IN BRACKETS to help the Consultant prepare the forms accurately and completely ARE REMOVED.

If any of the forms included in this Section is missing in the submitted Proposal, the Proposal may be rejected as non-responsive pursuant to Sub-Clause [ITC 3.2](#) of Section I.

The subsequent forms TECH-3, TECH-4, TECH-5, TECH-6, and TECH-7 include page limitations, e.g. the maximum number of standard pages based on one printed side of A4 or US letter-size paper, with single spaced text in a legible font no less in size than Times Roman 12. In

case that a proposal exceeds the maximum specified page number for a specific TECH form, MCA-Moldova reserves the right, at its sole discretion, to consider in its evaluation of the proposal only the consecutive number of pages that meet the requirement starting with the first page, and ignore the content of pages that exceed the required maximum allowed page count, for the specific TECH form, respectively.

Form TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[The Technical Proposal Submission Form shall be submitted with the Proposal pursuant to Sub-Clauses [ITC 1.3](#) and [ITC 4.1](#).

The Consultant shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted. The form shall be on the letterhead of Consultant's firm/entity.

The original of the Technical Proposal Submission Form shall be signed by a person duly authorized to bind the Consultant to the Contract pursuant to Sub-Clause [ITC 4.2](#). If the Proposal is being submitted on behalf of a joint venture, the Technical Proposal Submission Form shall be signed so as to be legally binding on all Partners to the Contract pursuant to Sub-Clause [ITC 3.3\(a\)](#) and the initial paragraph to the Contract Agreement furnished in [Section 5](#) of this RFP.]

[Letterhead of Consultant's firm/entity]

TECHNICAL PROPOSAL SUBMISSION FORM

Date: *[insert: date of Proposal submission]*

[insert: full legal address of Consultant]

To: Ms / Mr. *[insert: name of the person signing the Letter of Invitation]*
Head of Investment Department
State Road Administration
[insert: full legal name of MCA-Moldova specified in the initial paragraph to the Contract Agreement furnished in [Section 5](#) of this RFP]
[insert: full legal address of MCA-Moldova specified in SCC for Sub-Clause [GCC 1.6.1](#)]

Dear Madam / Sir,

Re: *[insert: title of assignment as shown on cover page]*
RFP Ref: *[insert: reference as shown on cover page]*

We, the undersigned, offer to provide the consulting services for the above mentioned assignment in accordance with your Request for Proposal (RFP) dated *[insert: date]* and our Proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal, each sealed in separate and clearly marked envelope/parcel.

We are submitting our Proposal in association with:

[insert: a list with full name and address of each Associated Consultant].¹

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We are attaching herewith information to support our eligibility in accordance with Section 3 of the RFP.

We hereby certify that we are not engaged in, facilitating, or allowing any of the prohibited activities described in Part 15 of the MCC Program Procurement Guidelines

¹ [Delete in case no association is foreseen.]

(Combating Trafficking in Persons) and that we will not engage in, facilitate, or allow any such prohibited activities for the duration of the Contract. Further, we hereby provide our assurance that the prohibited activities described in Part 15 of the MCC Program Procurement Guidelines will not be tolerated on the part of our employees, or any sub-consultants, or sub-consultant employees. Finally, we acknowledge that engaging in such activities is cause for suspension or termination of employment or of the Contract.

If negotiations are held during the initial period of validity of the Proposal, we undertake to negotiate on the basis of the nominated Key Professional Personnel.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations, and we undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in this RFP.

We hereby certify that we are not engaged in, facilitating, or allowing any of the prohibited activities described in Part 15 of the MCC Program Procurement Guidelines (Combating Trafficking in Persons) and that we will not engage in, facilitate, or allow any such prohibited activities for the duration of the Contract. Further, we hereby provide our assurance that the prohibited activities described in Part 15 of the MCC Program Procurement Guidelines will not be tolerated on the part of our employees, or any sub-consultants, or sub-consultant employees. Finally, we acknowledge that engaging in such activities is cause for suspension or termination of employment or of the Contract.

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

Yours sincerely,

Authorized Signatory

[insert: name and title of Signatory]

[insert: full legal name of Consultant]

[insert: full legal address of Consultant]

Annexes:

1. Power of Attorney
2. Documents indicating legal status
3. Joint Venture or Association Agreements [if applicable]
4. Government-Owned Enterprise Certification Form

Annex 1 POWER OF ATTORNEY

[The Power of Attorney shall be submitted with the Proposal pursuant to Sub-Clause [ITC 4.2](#).

The Consultant shall provide under this annex to the Technical Proposal Submission Form an authorization in the form of a written power of attorney demonstrating that the person signing has been duly authorized to sign the originals of the Technical Proposal and the Financial Proposal on behalf of his/her firm/entity and its associates.

In addition, pursuant to Sub-Clause [ITC 3.3\(a\)](#), a joint venture shall provide under this annex to the Technical Proposal Submission Form an authorization in the form of a written power of attorney signed by legally authorized signatories of all the Partners demonstrating that the person signing has been duly authorized to sign the originals of the Technical Proposal and the Financial Proposal on behalf of the Partners constituting the Consultant.]

Annex 2 DOCUMENTS INDICATING CONSULTANT’S LEGAL STATUS

[The documents shall be submitted with the Proposal pursuant to Sub-Clause [ITC 1.11](#) and [Para 3.1](#) of Section 3.

As documentary evidence about the legal status and country of origin of its firm/entity the Consultant shall provide under this Annex to the Technical Proposal Submission Form the following:

- (a) For international Consultants:
 - (i) copy of registration certificate of the firm/entity or extract of Charter/ By laws;
 - (ii) copy of the Charter of the firm/entity.
- (b) For local Consultants:
 - (i) copy of the court registration of the firm/entity;
 - (ii) copy of the Charter of the firm/entity;

In addition, pursuant to Sub-Clause [ITC 1.11.4](#), all parties constituting the Consultant (Partners in a joint venture and/or Sub-contractors) shall provide under this Annex to the Technical Proposal Submission Form the above listed documents.]

Annex 3 JOINT VENTURE OR ASSOCIATION AGREEMENT

[The document, if applicable, shall be submitted with the Proposal pursuant to Sub-Clauses [ITC 3.3\(a\)](#) and [ITC 1.11](#) and [Para 3.1](#) of Section 3.

The Consultant shall provide under this Annex to the Technical Proposal Submission Form a letter of intent to form a joint venture or a joint venture agreement which comply with the following requirements:

- (i) one of the partners is nominated as being in charge;
- (ii) the partner in charge is authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the Contract, including payment
- (iii) the Contract shall be signed by all partners and they shall be liable jointly and severally for the execution of the Contract;
- (iv) the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge.]

Annex 4 GOVERNMENT-OWNED ENTERPRISE CERTIFICATION FORM

[The Certification Form shall be submitted with the Proposal pursuant to Sub-Clause [ITC 1.11.5](#). In addition, pursuant to Sub-Clause [ITC 1.11.4](#), all parties constituting the Consultant (Partners in a joint venture and/or Sub-contractors) shall attached a Certification Form for their entity to the Technical Proposal Submission Form.

The Certification Form shall be furnished with the Proposal **REGARDLESS OF THE STATUS OF YOUR ENTITY**.

Government-Owned Enterprises are not eligible to compete for MCC-funded contracts. Accordingly, GOEs (i) may not be party to any MCC-funded contract for goods, works, or services procured through an open solicitation process, limited bidding, direct contracting, or sole source selection; and (ii) may not be pre-qualified or shortlisted for any MCC-funded contract anticipated to be procured through these means.

This prohibition does not apply to Government-owned Force Account units owned by the Government of Moldova, or Government-owned educational institutions and research centers, or any statistical, mapping or other technical entities not formed primarily for a commercial or business purpose, or where a waiver is granted by MCC in accordance with Part 7 of MCC's Program Procurement Guidelines. The full policy is available for your review on the Compact Procurement Guidelines page at the MCC website (www.mcc.gov).

For purposes of this form, the term "Government" means one or more governments, including any agency, instrumentality, subdivision or other unit of government at any level of jurisdiction (national or sub-national).

As part of the eligibility verification for this procurement, please fill in the form below to indicate the status of your entity.]

- 1) Does a Government own a majority or controlling interest (whether by value or voting interest) of your shares or other ownership interest (whether directly or indirectly and whether through fiduciaries, agents or other means)?

Yes ☐ No ☐

- 2) If your answer to question 1 was yes, are you a Government-owned:

- | | | |
|--|------------------------------|-----------------------------|
| a. Force Account unit | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| b. Educational institution | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| c. Research center | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| d. Statistical entity | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| e. Mapping entity | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| f. Other technical entities not formed primarily
for a commercial or business purpose | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

- 3) Regardless of how you answered question 1, please answer the following:

- a. Do you receive any subsidy or payment (including any form of subsidized credit) or any other form of assistance (financial or otherwise) from a Government? Yes ☐ No ☐
If yes, describe:

- b. Has a Government granted to you any special or exclusive legal or economic rights or benefits that may alter the competitiveness of your goods, works or services or otherwise influence your business decisions? Yes ☐ No ☐
If yes, describe:

- c. Does a Government have the ability to direct or decide any of the following with respect to you:

- | | | |
|--|------------------------------|-----------------------------|
| i. any reorganization, merger, or dissolution of you or the formation or acquisition of any subsidiary or other affiliate by you | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| ii. any sale, lease, mortgage, pledge, or other transfer of any of your principal assets, whether tangible or intangible and whether or not in the ordinary course of business | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| iii. the closing, relocation, or substantial alteration of the production, operational, or other material activities of your business | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| iv. your execution, termination, or non-fulfillment of material contracts | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| v. the appointment or dismissal of your managers, directors, officers or senior personnel or otherwise participate in the management or | | |

control of your business Yes ☐ No ☐

4) Have you ever been Government-owned or controlled? Yes ☐ No ☐

5) If your answer to question 4 was yes, please answer the following questions

a. How long were you Government-owned? _____

b. When were you privatized? _____

c. Do you receive any subsidy or payment (including any form of subsidized credit) or any other form of assistance (financial or otherwise) from a Government ? Yes ☐ No ☐
If yes, describe:

d. Even though not majority or controlling, does a Government continue to hold any ownership interest or decision making authority in you or your affairs? Yes ☐ No ☐
If yes, describe:

e. Do you send any funds to a Government other than taxes and fees in the ordinary course of your business in percentages and amounts equivalent to other non-Government-owned enterprises in your country that are engaged in the same sector or industry? Yes ☐ No ☐
If yes, describe:

Participants are advised that:

1. Prior to announcing the winning bidder or consultant or any list of pre-qualified bidders or shortlisted consultants for this procurement, the MCA-Moldova will verify the eligibility of such bidder(s) or consultant(s) with MCC. MCC will maintain a database (internally, through subscription services, or both) of known GOEs and each winning or pre-qualified bidder and winning or shortlisted consultant subject to this provision will be compared against the database and subject to such further due diligence as MCC may determine necessary under the circumstances.

2. Any misrepresentation by any entity submitting a bid or proposal for this procurement may be deemed a “fraudulent practice” for purposes of the MCC Program Procurement Guidelines and any other applicable MCC policy or guidance, including MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations.

3. Any entity that is determined by MCC to have organized itself, subcontracted any part of its MCC-funded contract, or otherwise associated itself with any other entity for the purpose of, or with the actual or potential effect of, avoiding or

otherwise subverting the provisions of the MCC Program Procurement Guidelines may be deemed to be a GOE for all purposes of those Guidelines.

4. Any reasonable accusation that any entity submitting a bid or proposal for this procurement is a GOE ineligible to submit a bid or proposal in accordance with the MCC Program Procurement Guidelines will be subject to review in a bid challenge in accordance with those Guidelines and the MCA-Moldova's Bid Challenge System.

Date: _____

Authorized Signature: _____

Form TECH-2 FINANCIAL CAPACITY OF THE CONSULTANT

[1. The information and documents shall be submitted with the Proposal pursuant to Sub-Clause [ITC 3.4\(a\)](#) and [Para 3.2](#) of Section 3.

The Consultant's financial capacity to mobilize and sustain the Services is imperative. The Consultant shall provide under this form information on the financial status of its firm/entity. This requirement can be met by submission of one of the following:

- (i) audited financial statements for the last three (3) years, supported by audit letters, or
- (ii) certified financial statements for the last three (3) years, supported by tax returns, or
- (iii) a copy of the Consultant's Dun & Bradstreet "Business Information Report". The report must be either notarized, or accompanied by the following statement by the Consultant:

"I certify that the attached Business Information Report has been issued by Dun & Bradstreet within thirty (30) days of the date of this certification, that the report has not been altered in any way since its issuance, and that it is true and correct to the best of my knowledge".

The statement must be signed by the authorized representative of the Consultant.

If the Proposal is submitted by a joint venture, all parties of the joint venture shall submit one of the documents listed above. The documents should be submitted in the order of the associate's significance in the joint venture, greatest to least.

2. Additionally, the following financial data form shall be filled out for the Consultant pursuant to [Para 3.2](#) of Section 3.

Financial Information (US\$ X,000's)	Historical information for the last three (3) years (most recent to oldest or equivalence in (US\$ X,000's)		
	[insert: year]	[insert: year]	[insert: year]
Information from Balance Sheet			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement			

Financial Information (US\$ X,000's)	Historical information for the last three (3) years (most recent to oldest or equivalence in (US\$ X,000's))		
	[insert: year]	[insert: year]	[insert: year]
(5) Total Revenue (TR)			
(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

If the Proposal is submitted by a joint venture, all parties of the joint venture shall submit the financial information required in the table above. The documents should be submitted in the order of the associate's significance in the joint venture, greatest to least.

3. The MCA-Moldova reserves the right to request additional information about the financial capacity of the Consultant. A Consultant that fails to demonstrate through its financial records that it has the financial capacity to perform the required Services may be disqualified.]

INFORMATION ON CURRENT OR PAST LITIGATION OR ARBITRATION

[The information and documents shall be submitted with the Proposal pursuant to [Para 3.3](#) of Section 3.

The Consultant shall provide under this form information on current or past litigation or arbitration over the last five (5) years as shown below.]

Litigation or arbitration in the last five (5) years: No: [insert: **“X” OR “--” as appropriate**]

Yes: [*insert: “X” OR “--” as appropriate*]

Litigation and Arbitration During Last Five (5) Years		
Year	Matter in Dispute	Value of Award Against Consultant in US\$ Equivalent

Form TECH-3 ORGANIZATION OF THE CONSULTANT

[The information shall be submitted with the Proposal pursuant to Sub-Clause [ITC 3.4\(a\)](#).

The Consultant shall provide under this form a brief description of the background and organization of its firm/entity.

- The Proposal must demonstrate that the Consultant has the organizational capability and experience to provide the necessary administrative and technical support to the Consultant's Project Team in country.
- The Proposal shall further demonstrate that the Consultant has the capacity to field and provide experienced replacement Personnel at short notice.
- Further, the Consultant must nominate a home-office project director who would manage the contract on behalf of the Consultant, if awarded, and submit his/her CV (using Form [TECH-11](#)).

The Consultant shall provide under this form the organization chart of its firm/entity.

If the Proposal is submitted by a joint venture, all parties of the joint venture shall submit under this form a brief description of the background and organization of their firm/entity and provide the organization chart of their firm/entity. The documents should be submitted in the order of the associate's significance in the joint venture, greatest to least.

The Consultant must use **maximum ten (10) pages**, not counting the CV of home-office project director.

Form TECH-4 EXPERIENCE OF THE CONSULTANT

[The information shall be submitted with the Proposal pursuant to Sub-Clause [ITC 3.4\(a\)](#).

Using the format below, The Consultant shall provide under this form information on each relevant assignment for which its firm/entity was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under the Terms of Reference included in this RFP. The Proposal must demonstrate that the Consultant has a proven track record of successful experience in executing projects similar in substance, complexity, value, duration, and volume of services sought in this procurement.

If the Proposal is submitted by a joint venture, all parties of the joint venture shall submit under this form the above information on the experience of their firm/entity. The information should be submitted in the order of the associate's significance in the joint venture, greatest to least.

The Consultant must use **maximum twenty (20) pages**.

Assignment name:	Approx. value of the contract (in current US\$):
Country: Location within country:	Duration of assignment (months):
Name of client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US Dollars):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated consultants:
Name of associated consultants, if any:	Name of proposed senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project director/coordinator, team leader):
Narrative description of project:	
Description of actual services provided by your staff within the assignment:	

Name of Firm/Entity: _____

Form TECH-5 REFERENCES OF THE CONSULTANT

[The information shall be submitted with the Proposal pursuant to Sub-Clause [ITC 3.4\(a\)](#).

The Consultant shall provide under this form contact information for at least three (3) references that can provide substantial input about:

- (i) The type of work performed
- (ii) Confirm the quality of the work experience listed in Form [TECH-4](#).

The MCA-Moldova reserves the right to contact other sources as well as to check references and past performance.¹ For each reference, list a current contact individual, his/her title, address, facsimile, phone and e-mail address. In case that a cited reference does not respond to MCA-Moldova's communications, MCA-Moldova reserves the right, at its sole discretion, to exclude the respective cited reference from any consideration in the proposal evaluation.

If the Proposal is submitted by a joint venture, all parties of the joint venture shall submit under this form the contact information for references for their firm/entity. The information should be submitted in the order of the associate's significance in the joint venture, greatest to least.

It is mandatory for the Consultant to list any contracts it has entered, completed or otherwise,

With MCC funding in any country. Failure by the Consultant to provide a complete list of such contracts may result in disqualification of the proposal at the sole discretion of MCA-Moldova. MCC and MCA references from prior MCC funded contracts shall be contacted by MCA-Moldova.

The Consultant must use **maximum three (3) pages**.

¹ [The formal mechanism for reporting and sharing past performance information on all MCC-funded projects is detailed in the guidance paper entitled "*Reporting and Considering Past Performance by Contractors in The MCA Entity Program Procurements*" and can be found on MCC's website at <http://www.mcc.gov>.]

Form TECH-6 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[The description shall be submitted with the Proposal pursuant to Sub-Clause [ITC 3.4\(c\)](#).

The Consultant shall provide under this form a comprehensive description of how it will provide the required Services in accordance with the Terms of Reference (TOR) included in this RFP. Information provided must be sufficient to convey to the TEP that the Consultant has an understanding of the challenges in performing the required Services and that it has an approach, methodology and work plan to overcome those challenges.

The Technical Proposal should be divided into the following three (3) chapters:

- (a) Technical Approach and Methodology,
 - (b) Work Plan, and
 - (c) Organization and Staffing
- (a) Technical Approach and Methodology. In this chapter, the Consultant should explain its understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Consultant should highlight the problems being addressed and their importance, and explain the technical approach it would adopt to address them. The Consultant should also explain the methodologies it proposes to adopt and highlight the compatibility of those methodologies with the proposed approach.
- (b) Work Plan. In this chapter, the Consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the MCA-Moldova), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work and Deliverables Schedule of Form [TECH-10](#).
- (c) Organization and Staffing. In this chapter, the Consultant should propose the structure and composition of its team. The Consultant should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

The Consultant must use **maximum fifty (50) pages, including charts and diagrams.**

Form TECH-7 COMMENTS AND SUGGESTIONS

[The comments and suggestions, if any shall be submitted with the Proposal pursuant to Sub-Clause [ITC 3.4\(b\)](#).

These comments would not be evaluated and should not be priced in the consultant's proposal. The proposal should specifically address what is being asked in the MCA-Moldova's Terms of Reference. The consultant's comments and suggestions in this form TECH-7 would be discussed during negotiations with the winning consultant, and the prices would be adjusted accordingly.

The Consultant must use **maximum five (5) pages**.

A: On the Terms of Reference

[The Consultant shall present and justify under this form any modifications or improvements to the Terms of Reference it is proposing to improve performance in carrying out the assignment (such as deleting some activity the Consultant considers unnecessary, or adding another, or proposing a different phasing of the activities). The MCA-Moldova is not bound to accept any modifications proposed. If the proposed modifications/suggestions would require changes in the offered price, it shall be noted as such, without giving the price of the change. **Disclosure of any prices in this form shall be reason for rejection of the Proposal.**]

B: On the Counterpart Staff and Facilities

[The Consultant shall comment under this form on the counterpart staff and facilities to be provided by the MCA-Moldova. These comments shall not be used for evaluation purposes, but may be discussed during negotiations.]

Form TECH-8 TEAM COMPOSITION AND TASK ASSIGNMENTS

[The information shall be submitted with the Proposal pursuant to Sub-Clause [ITC 3.4\(d\)](#).

The Consultant shall provide under this form the list of the proposed Key Professional Personnel by area of expertise, the position that would be assigned to each person, and their tasks.]

[illegible]

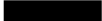
Form TECH-9 STAFFING SCHEDULE


[The schedule shall be submitted with the Proposal pursuant to Sub-Clause [ITC 3.4\(e\)](#).

The Consultant shall provide under this form the estimates of the staff input (person-months of foreign and local professionals) needed to carry out the assignment. The person-months input shall be indicated separately for home office and field activities, and for foreign and local professional staff. For Key Professional Personnel the input shall be indicated individually; for support staff it shall be indicated by category (e.g.: draftsmen, clerical staff, etc.)]

STAFFING SCHEDULE

No.	Name of Staff	Staff input in months (in the form of a bar chart) ¹												Total staff-months input		
		1	2	3	4	5	6	7	8	9	10	11	12	Home	Field ²	Total
Foreign																
1		[Home]														
		[Field]														
2																
3																
												Subtotal				
Local																
1		[Home]														
		[Field]														
2																
3																
												Subtotal				
												Total				

 Full time input

 Part time input

¹ [Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field-work.]

² [Field-work means work carried out at a place other than the Consultant's home office.]

Form TECH-10 WORK AND DELIVERABLES SCHEDULE

[The schedule shall be submitted with the Proposal pursuant to Sub-Clause [ITC 3.4\(c\)](#).

The Consultant shall indicate under this form all main activities of the assignment, including deliverables and other milestones, such as the MCA-Moldova approvals. For phased assignments, The Consultant shall indicate activities, deliverables and milestones separately for each phase. Duration of activities shall be indicated in the form of a bar chart. See TOR for the full list of deliverables. The submission shall be evaluated as part of the Consultant's Approach and Methodology.

Below is a sample format (to be further completed by the Consultant based on the TOR requirements) that shall be used by the Consultant as an indicator of the proposed work load.]

WORK AND DELIVERABLES SCHEDULE

[illegible]

**Form TECH-11 CURRICULUM VITAE (CV) FOR PROPOSED
PROFESSIONAL PERSONNEL**

[The CVs shall be submitted with the Proposal pursuant to Sub-Clause [ITC 3.4\(e\)](#).]

The Consultant shall provide under this form the CVs of the Key Professional Personnel signed by the staff themselves and/or by the Consultant's authorized representative.]

CURRICULUM VITAE

1. Proposed Position [only one candidate shall be nominated for each position]
2. Name of Firm [insert: *name of firm proposing the staff*]
3. Name of Personnel [insert: *full name*]
4. Date of Birth [insert: *birth date*] Nationality [insert: *nationality*]
5. Education [indicate: *college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*].
6. Membership in Professional Associations [indicate: *names of professional associations and years of membership*].
7. Other Training [indicate: *appropriate postgraduate and other training*]
8. Countries of Work Experience [List countries where staff has worked in the last ten years]
9. Languages [indicate: *proficiency in each language: good, fair, or poor in speaking, reading, and writing*]

Language	Speaking	Reading	Writing
10. Employment Record [insert: *starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]

From [year]: To [year]:
Employer:
Position(s) held:
11. Detailed Tasks Assigned [list: *all tasks to be performed under this assignment*]
12. Work undertaken that best illustrates capability to handle the tasks assigned: [indicate: *among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*]

Name of assignment or project:
Year:
Location:
Client:
Main project features:
Position held:

Activities performed:

13. References:

[list: At least three individual references with substantial knowledge of the person's work. Include each reference's name, title, phone and e-mail contact information.]

[The MCA Entity reserves the right to contact other sources as well as to check references, in particular for performance on any relevant MCC-funded projects.]

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I, the undersigned, hereby declare that I agree to participate with the *[insert: name of Consultant]* in the above-mentioned Request for Proposal. I further declare that I am able and willing to work:

1. for the period(s) foreseen in the specific Terms of Reference attached to the above referenced Request for Proposal for the position for which my CV has been included in the proposal of the Consultant and
2. within the implementation period of the specific contract.

Signature of Key Professional Personnel:

IF THIS FORM HAS NOT BEEN SIGNED BY THE KEY PROFESSIONAL PERSONNEL, then in signing below the authorized representative of the Consultant is making the following declaration.

“In due consideration of my signing herewith below, if the Key Professional Personnel has NOT signed this CV then I declare that the facts contained therein are, to the best of my knowledge and belief, a true and fair statement AND THAT I confirm that I have approached the said Key Professional Personnel and obtained his/her assurance that he/she will maintain his/her availability for this assignment if the Contract is agreed within the Proposal validity period provided for in the RFP.”

Signature of Authorized Representative of the Consultant

Day / month/ year

Section 4B FINANCIAL PROPOSALS FORMS

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**Note to
Consultants:**

This Section provides standard forms shall be used for the preparation of the Financial Proposal in accordance with the instructions provided in Section 1, Instructions to Consultants. The Consultant must use these forms (or forms that present in the same sequence substantially the same information) and should not introduce changes without the MCA-Moldova's prior written consent. If the Consultant has a question regarding the meaning or appropriateness of the contents or format of the forms and/or the instructions contained in them, these questions should be brought to the MCA-Moldova's attention as soon as possible during the proposal clarification process by addressing them to the MCA-Moldova in writing pursuant to Sub- Clause [ITC 2.1](#) of Section I.

In preparing its Proposal, the Consultant must ensure all requested information in the Financial Proposal Forms is provided and that the EXPLANATORY TEXT AND INSTRUCTIONS IN BRACKETS to help the Consultant prepare the forms accurately and completely ARE REMOVED.

If any of the forms included in this Section is missing in the submitted Proposal, the Proposal may be rejected as non-responsive pursuant to Sub-Clause [ITC 3.2](#) of Section I.

Form FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[The Technical Proposal Submission Form shall be submitted with the Proposal pursuant to Sub-Clauses [ITC 1.3](#) and [ITC 4.1](#).

The Consultant shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted. The form shall be on the letterhead of Consultant's firm/entity.

The original of the Financial Proposal Submission Form shall be signed by a person duly authorized to bind the Consultant to the Contract pursuant to Sub-Clause [ITC 4.2](#). If the Proposal is being submitted on behalf of a joint venture, the Financial Proposal Submission Form shall be signed so as to be legally binding on all Partners to the Contract pursuant to Sub-Clause [ITC 3.3\(a\)](#) and the initial paragraph to the Contract Agreement furnished in [Section 5](#) of this RFP.]

[Letterhead of Consultant's firm/entity]

FINANCIAL PROPOSAL SUBMISSION FORM

Date: *[insert: date of Proposal submission]*

[insert: full legal address of Consultant]

To: Ms / Mr. *[insert: name of the person signing the Letter of Invitation]*
Head of Investment Department
State Road Administration
[insert: full legal name of MCA-Moldova specified in the initial paragraph to the Contract Agreement furnished in [Section 5](#) of this RFP]
[insert: full legal address of MCA-Moldova specified in SCC for Sub-Clause [GCC 1.6.1](#)]

Dear Madam / Sir,

Re: *[insert: title of assignment as shown on cover page]*
RFP Ref: *[insert: reference as shown on cover page]*

We, the undersigned, offer to provide the consulting services for the above mentioned assignment in accordance with your Request for Proposal (RFP) dated *[insert: date]* and our Technical Proposal.

Our attached Financial Proposal is for the lump sum of *[insert: currency]* *[insert: amount¹ in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, as indicated in PDS for Sub-Clause ITC 1.15.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:²

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

¹ [The amount must coincide with the ones indicated under total price of Form [FIN-2](#).]

² [If applicable, replace this paragraph with “No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution” and delete the table.]

--	--	--

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

Yours sincerely,

Authorized Signatory

[insert: name and title of Signatory]

[insert: full legal name of Consultant]

[insert: full legal address of Consultant]

Form FIN-2 PRICE SUMMARY

[This Form shall be submitted with the Proposal pursuant to Sub-Clauses [ITC 3.6](#).

If the RFP contains options, the options shall be fully priced and evaluated at 100%.

Base Contract: a twelve (12) month fixed price lump sum contract to cover the first part of the Construction Supervision activities.

Option 1 Contract: a twelve (12) month fixed price lump sum contract to cover the second part of the Construction Supervision activities, to be activated subject to the successful performance of the Consultant during the the Base Contract period.

Option 2 Contract: a twelve (12) month fixed price lump sum contract to cover the Defect Notification Period.

The Consultant shall provide under this form **fully loaded prices** (including any international travel, communication, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profits). Refer to PDS for Sub-Clause [ITC 3.6](#) regarding travel-related expenses.

Tax provisions relevant to this RFP are set out in [Section 5](#).]

PRICE SUMMARY

Re: *[insert: title of assignment as shown on cover page]*

RFP Ref: *[insert: reference as shown on cover page]*

Base Contract

	Price	
	USD	MDL
Base Contract		
Option 1 Contract		
Option 2 Contract		
Total Price of Financial Proposal		

[Note: Indicate the total price to be paid by the MCA-Moldova. Such total price must coincide with the sum of the relevant sub-totals indicated in Form [FIN-3](#).]

Form FIN-3 BREAKDOWN OF PRICE PER ACTIVITY

[This Form shall be submitted with the Proposal pursuant to Sub-Clauses [ITC 3.6](#).

In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities.

The Consultant shall provide under this form **fully loaded prices** (including any international travel, communication, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profits). Refer to PDS for Sub-Clause [ITC 3.6](#) regarding travel-related expenses.]

BREAKDOWN OF PRICE PER ACTIVITY

Re: *[insert: title of assignment as shown on cover page]*

RFP Ref: *[insert: reference as shown on cover page]*

[Information to be provided in this form shall only be used to establish payments to the Consultant for possible additional services requested by the MCA-Moldova and/or for the purpose of verification of the market reasonableness of the prices offered.]

Activity ¹	Price	
Description ²	USD	MDL
Total		

¹ [Names of activities should be the same as, or correspond to the ones indicated in the second column of Form [TECH-10](#).]

² [A short description of the activities whose price breakdown is provided in this Form.]

Form FIN-4 BREAKDOWN OF REMUNERATION

[This Form shall be submitted with the Proposal pursuant to Sub-Clause [ITC 3.6](#).

Professional Personnel shall be indicated individually; support staff shall be indicated by category (e.g., draftsmen, clerical staff). The Consultant shall indicate separately the rate for home and field-work for each staff. Field-work means work carried out at a place other than the Consultant's home office.

The Consultant shall provide under this form **fully loaded rates** (including any international travel, communication, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profits). Refer to PDS for Sub-Clause [ITC 3.6](#) regarding travel-related expenses.]

BREAKDOWN OF REMUNERATION

Re: *[insert: title of assignment as shown on cover page]*

RFP Ref: *[insert: reference as shown on cover page]*

[Information to be provided in this form shall only be used to establish price reasonableness and to establish payments to the Consultant for possible additional services requested by the MCA-Moldova.]

Name ¹	Position ²	Monthly Rate (fully loaded)		
			USD	MDL
Foreign Staff				
		[Home]		
		[Field]		
		[Home]		
		[Field]		
		[Home]		
		[Field]		
Local Staff				
		[Home]		
		[Field]		
		[Home]		
		[Field]		
		[Home]		
		[Field]		

¹ [Form FIN-4 shall be filled in for the same Key Professional Personnel and other Personnel listed in Forms [TECH- 8](#) and [TECH-9](#).]

² [Positions of the Key Professional Personnel shall coincide with the ones indicated in Forms [TECH- 8](#) and [TECH-9](#).]

Section 5 CONTRACT FORMS

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Note to Consultants: This Section contains hyperlinks presented in blue font color and underlined. They allow Consultants to navigate throughout Section V,

for example: “Contract Price” means the price to be paid for the performance of Services, in accordance with Sub-Clause [GCC 6](#).”

or

“Key Professional Personnel” means the Personnel listed in [Appendix C](#) to this Contract.”

or

“This Contract has been executed in language(s) specified in the [SCC](#).”

by clicking on the link.

Contract No: *[insert: number]*

Contract for Consultant's Services

Lump-Sum

For the provision of

**CONSTRUCTION SUPERVISION OF 2 No. CIVIL WORKS
CONTRACTS FOR REHABILITATION OF**

**ROAD M2 CHIȘINĂU – SOROCA KM 116+000 – KM 154+352
and
ROAD R7 SOROCA-DROCHIA-COSTESTI KM 3+414 – KM 12+789**

between

**Millennium Challenge Account
Moldova**

and

***[insert: name of Consultant]*
*[insert: name of Consultant's country]***

Dated: *[insert: date]*

I. AGREEMENT

This CONTRACT AGREEMENT (this “Contract”) made as of the *[insert: day]* day of *[insert: month]*, *[insert: year]*, between Millennium Challenge Account – Moldova (the “MCA-Moldova”), on the one part, and *[insert: full legal name of Consultant]* (the “Consultant”), on the other part.

[Note: If the Consultant consists of more than one entity, the following should be used

This CONTRACT AGREEMENT (this “Contract”) made as of the *[insert: day]* day of *[insert: month]*, *[insert: year]*, between Millennium Challenge Account – Moldova (the “MCA-Moldova”), on the one part, and *[insert: full legal name of Consultant]* (the “Consultant”) in *[insert: joint venture OR consortium OR association, as appropriate]* with *[list: full legal name of each joint venture entity]*, on the other part, each of which will be jointly and severally liable to the MCA-Moldova for all of the Consultant’s obligations under this Contract and is deemed to be included in any reference to the term “Consultant.”]

RECITALS

WHEREAS,

- (a) The Millennium Challenge Corporation (“MCC”) and the Government of the Republic of Moldova (the “Government”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in the Republic of Moldova on January 22, 2010 (the “Compact”) in the amount of approximately 262 million US Dollars (“MCC Funding”). The Government, acting through the MCA-Moldova, intends to apply a portion of the proceeds of MCC Funding to eligible payments under this Contract. Payments made under this Contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use, and conditions to disbursement, of MCC Funding. No party other than the Government and the MCA-Moldova shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding; and
- (b) The MCA-Moldova has requested the Consultant to provide certain consulting services as described in Appendix A to this Contract; and
- (c) The Consultant, having represented to the MCA-Moldova that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

- 1. In consideration of the payments to be made by the MCA-Moldova to the Consultant as set forth in this Contract, the Consultant hereby covenants with the MCA-Moldova to perform the Services in conformity in all respects with the provisions of this Contract.

2. Subject to the terms of this Contract, the MCA-Moldova hereby covenants to pay the Consultant, in consideration of the performance of the Services, the Contract Price (as defined below) or such other sum as may become payable pursuant to the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of Moldova as of the day, month and year first indicated above.

For Millennium Challenge Account –
Moldova:

For *[insert: full legal name of the
Consultant]*:

Signature

Signature

Name

Name

Title

Title

Witnessed By:

Witnessed By:

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Consultant

[insert: full legal name of the member]

[insert: name of Authorized Representative]

[insert: full legal name of the member]

[insert: full legal name of the member]

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**Note to
Consultants:**

This Section contains hyperlinks presented in blue font color and underlined. They allow Consultants to navigate throughout the GCC by clicking on the link,

for example: “”Effective Date” has the meaning given the term in Sub-Clause [GCC 2.2](#).”

or throughout the Contract,

for example: “”Key Professional Personnel” means the Personnel listed in [Appendix C](#) to this Contract. “

and to refer to the reference paragraph in SCC reflecting the specific country and assignment conditions by clicking on the link,

for example: “This Contract has been executed in language(s) specified in the [SCC](#).”

1. General Provisions

1.1 Definitions

Capitalized terms used in this Contract and not otherwise defined have the meanings given such terms in the Compact or related document. 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 Republic of Moldova, as they may be issued and in force from time to time.
- (b) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, persons or their property, to influence their participation in a procurement process, or affect the execution of a contract.
- (c) “collusive practice” means a scheme or arrangement between two or more parties, with or without the knowledge of the MCA-Moldova, designed to establish prices at artificial, non-competitive levels or to otherwise deprive the MCA- Moldova of the benefits of free and open competition.
- (d) “Compact” has the meaning given the term in the recital clauses to this Contract.
- (e) “Consultant” has the meaning given the term in the initial paragraph to this Contract.
- (f) “Contract” means this agreement entered into between the MCA-Moldova and the Consultant, to provide the Services, and consists of the Contract Agreement, these GCC, the SCC, and the Appendices (each of which forms an integral part of this agreement), as the same may be amended, modified, or supplemented from time to time in accordance with the terms of this agreement.
- (g) “Contract Price” means the price to be paid for the performance of Services, in accordance with Clause [GCC 6](#).
- (h) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of a public official (including the MCA-Moldova and MCC staff and employees of other organizations taking or reviewing selection decisions) in the selection process or in contract execution or the making of any payment to any third party, in connection with or in furtherance of a contract, in violation of (A) the United States Foreign Corrupt Practices Act of 1977, as

amended (15 USC 78a et seq.) (“FCPA”), or any other actions taken that otherwise would be in violation of the FCPA if the FCPA were applicable, or (B) any applicable law in Republic of Moldova.

- (i) “Effective Date” has the meaning given the term in Sub-Clause [GCC 2.2](#).
- (j) “Force Majeure” has the meaning given the term in Sub-Clause [GCC 2.5](#).
- (k) “fraudulent practice” means any act or omission, including any misrepresentation, in order to influence (or attempt to influence) a selection process or the execution of a contract to obtain a financial or other benefit, or to avoid (or attempt to avoid) an obligation.
- (l) “GCC” means these General Conditions of Contract.
- (m) “Government” has the meaning given the term in the recital clauses to this Contract.
- (n) “Key Professional Personnel” means the Personnel listed in [Appendix C](#) to this Contract.
- (o) “Local Currency” means Moldovan Lei (MDL).
- (p) “MCA-Moldova” has the meaning given the term in the initial paragraph to this Contract.
- (q) “MCC” has the meaning given the term in the recital clauses to this Contract.
- (r) “Member” means any of the entities that make up a joint venture or other association; and “Members” means all these entities.
- (s) “obstructive practice” means
 - (i) destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to impede an investigation into allegations of a corrupt, fraudulent, coercive, collusive, or prohibited practice; and threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, and
 - (ii) acts intended to impede the exercise of the inspection and audit rights of MCC provided under the Compact and related agreements.
- (t) “Party” means the MCA-Moldova or the Consultant, as the case may be, and “Parties” means both of them.
- (u) “Personnel” means persons hired by the Consultant or by

- any Sub-Consultants and assigned to perform the Services or any part thereof.
- (v) “prohibited practice” means any action that violates Section E (Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions) of [Appendix G](#) to this Contract.
 - (w) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
 - (x) “Services” means the activities to be performed by the Consultant pursuant to this Contract, as described in [Appendix A](#) to this Contract.
 - (y) “Sub-Consultant” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
 - (z) “Substantial Modifications” means modifications which:
 - (i) increase the value of the Contract; or
 - (ii) change the scope of Services or duration of the Contract by more than ten percent (10%).
 - (aa) “Tax” and “Taxes” have the meanings given the terms in the Compact or related agreement.
 - (bb) “US Dollars” means the currency of United States of America.
- 1.2 Relationship Between the Parties Nothing contained in this Contract shall be construed as establishing a relationship of master and servant or of principal and agent as between the MCA-Moldova and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf in connection with this Contract.
- 1.3 Law Governing Contract This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 1.4 Language This Contract has been executed in language(s) specified in the [SCC](#). If the Contract is executed in both the English and Moldovan languages, the English language version shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.5 Interpretation Unless otherwise indicated, throughout this Contract:
- (a) “confirmation” means confirmation in writing;
 - (b) “in writing” means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt;

- (c) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
- (d) the feminine means the masculine and vice versa; and
- (e) the headings are for reference only and shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. 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](#), or sent by confirmed facsimile or electronic email, if sent during normal business hours of the recipient Party, unless the giving of notice is otherwise governed by Applicable Law.

1.6.2 A Party may change its address for receiving notice under this Contract by giving the other Party notice in writing of such change to the address specified in the SCC for Clause GCC 1.6.1 above.

1.7 Location

The Services shall be performed at such locations as are specified in [Appendix A](#) to this Contract and, where the location of a particular task is not so specified, at such locations, whether in Republic of Moldova or elsewhere, as the MCA-Moldova may approve.

1.8 Authority of
Member in Charge

In case the Consultant consists of a joint venture or other association of more than one entity, the Members hereby authorize the entity specified in the [SCC](#) to act on their behalf in exercising all the Consultant's rights and obligations toward the MCA- Moldova under this Contract, including without limitation the receiving of instructions and payments from the MCA-Moldova.

1.9 Authorized
Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the MCA-Moldova or the Consultant may be taken or executed by the officials specified in the [SCC](#).

1.10 Taxes and Duties

1.10.1 Except as may be exempted pursuant to the Compact or another agreement related to the Compact, available at MCA-Moldova website <http://www.mca.gov.md>, the Consultant, the Sub-Consultants, and their respective Personnel may be subject to certain Taxes on amounts payable by the MCA-Moldova under this Contract in

accordance with Applicable Law (now or hereinafter in effect). The Consultant, each Sub-Consultant and their respective Personnel shall pay all Taxes levied under Applicable Law. In no event shall the MCA-Moldova be responsible for the payment or reimbursement of any Taxes. In the event that any Taxes are imposed on the Consultant, any Sub-Consultant or their respective Personnel, the Contract Price shall not be adjusted to account for such Taxes.

- 1.10.2 The Consultant, the Sub-Consultants and their respective Personnel, and their eligible dependents, shall follow the usual customs procedures of Republic of Moldova in importing property into the country.
- 1.10.3 If the Consultant, the Sub-Consultants or any of their respective Personnel, or their eligible dependents, do not withdraw but dispose of any property in Republic of Moldova upon which customs duties or other Taxes have been exempted, the Consultant, the Sub-Consultants or such Personnel, as the case may be, (i) shall bear such customs duties and other Taxes in conformity with Applicable Law, or (ii) shall reimburse such customs duties and Taxes to the MCA-Moldova if such customs duties and Taxes were paid by the MCA-Moldova at the time the property in question was brought into the country.
- 1.10.4 Without prejudice to the rights of the Consultant under this clause, the Consultant, the Sub-Consultants and their respective Personnel will take reasonable steps as requested by the MCA-Moldova or the Government with respect to the determination of the Tax status described in this Clause GCC 1.10.
- 1.10.5 If the Consultant is required to pay Taxes that are exempt under the Compact or a related agreement, the Consultant shall promptly notify the MCA-Moldova (or such agent or representative designated by the MCA-Moldova) of any Taxes paid, and the Consultant shall cooperate with, and take such actions as may be requested by the MCA-Moldova, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes.
- 1.10.6 The MCA-Moldova shall use reasonable efforts to ensure that the Government provides the Consultant, the Sub-Consultants, and their respective Personnel the exemptions from taxation applicable to such persons or

entities, in accordance with the terms of the Compact or related agreements. If the MCA-Moldova fails to comply with its obligations under this paragraph, the Consultant shall have the right to terminate this Contract in accordance with Sub-Clause [GCC 2.7.2\(d\)](#).

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| 1.11 Fraud and Corruption Requirements | 1.11.1 | MCC requires that the MCA-Moldova and any other beneficiaries of the MCC Funding, including any bidders, suppliers, contractors, subcontractors and consultants under any MCC-funded contracts, observe the highest standards of ethics during the procurement and execution of such contracts. |
| Measures to be Taken | 1.11.2 | MCC may cancel the portion of MCC Funding allocated to this Contract if it determines at any time that representatives of the MCA-Moldova, the Consultant or any other beneficiary of the MCC Funding were engaged in corrupt, fraudulent, collusive, coercive, prohibited or obstructive practices during the selection process or the execution of this Contract, without the MCA-Moldova, the Consultant or such other beneficiary having taken timely and appropriate action satisfactory to MCC to remedy the situation. |
| | 1.11.3 | MCC and the MCA-Moldova may pursue sanction of the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded an MCC-funded contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, prohibited or obstructive practices in competing for, or in executing, this Contract or another MCC-funded contract. |
| | 1.11.4 | The MCA-Moldova may terminate (and MCC may cause the MCA-Moldova to terminate) this Contract in accordance with the terms of Sub-Clause GCC 2.7.1(d) if it determines that the Consultant has, directly or through an agent, engaged in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices in competing for, or in the performance of, this Contract or another MCC-funded contract. |
| 1.12 Commissions and Fees | | The Consultant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution and performance of this Contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, |

and the purpose of the commission or fee.

- 1.13 Entire Agreement This Contract contains all of the covenants, stipulations and provisions agreed to by the Parties. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth in this Contract.

2. Commencement, Completion, Modification and Termination of Contract

- 2.1 Contract Entry into Force This Contract shall come into full force, and be legally binding on the Parties in all respects; on the date this Contract is signed by the Parties or such other date as may be stated in the [SCC](#).
- 2.2 Effective Date and Commencement of Services The Consultant shall commence the Services on the date specified in the [SCC](#), which shall be defined as the “Effective Date.”
- 2.3 Expiration of Contract Unless terminated earlier pursuant to Sub-Clause [GCC 2.7](#), this Contract shall expire at the end of such time period after the Effective Date as specified in the [SCC](#).
- 2.4 Modifications or Variations
- 2.4.1 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. Pursuant to Sub-Clause [GCC 7.2](#), however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.4.2 In cases of Substantial Modifications, the prior written consent of MCC is required.
- 2.5 Force Majeure
- Definition
- 2.5.1 For the purposes of this Contract, “Force Majeure” means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a Party, and is not the result of any acts, omissions or delays of the Party relying on such event of Force Majeure, (or of any third person over whom such Party has control, including any Sub-Consultant), (b) is not an act, event or condition the risks or consequence of which such Party has expressly agreed to assume under this Contract, (c) could not have been prevented, remedied or cured by such Party’s reasonable diligence, and (d) makes such Party’s performance of its obligations under this Contract impossible or so impractical as to be

considered impossible under the circumstances.

No Breach of
Contract

2.5.2 The failure of a Party to fulfill any of its obligations under this Contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as practicable (and in no event later than five (5) days after the occurrence) about the occurrence of an event giving rise to a claim of Force Majeure.

Measures to be
Taken

2.5.3 Subject to Sub-Clause [GCC 2.5.6](#), a Party affected by an event of Force Majeure shall continue to perform its obligations under this Contract as far as is reasonably practical, and shall take all reasonable measures to minimize and otherwise mitigate the consequences of any event of Force Majeure.

2.5.4 A Party affected by an event of Force Majeure shall provide 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.

2.5.5 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.

2.5.6 During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the MCA-Moldova, shall either

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs it reasonably and necessarily incurred and, if the Consultant is required by the MCA-Moldova to reactive its performance of the Services at the time of restoration of normal conditions, additional costs the Consultant reasonably and necessarily incurred as part of such reactivation;
- (b) continue with the Services to the extent 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.

- 2.5.7 In the case of disagreement between the Parties as to the existence or extent of and event of Force Majeure, the matter shall be settled in accordance with Clause [GCC 8](#).

2.6 Suspension

The MCA-Moldova may, by giving thirty (30) days' written notice to the Consultant, suspend all payments to the Consultant under this Contract 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 (a) shall specify the nature of the failure, and (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.7 Termination

By the
MCA-Moldova

- 2.7.1 Without prejudice to any other remedies that may be available to it for breach of this Contract, the MCA-Moldova may, upon written notice to the Consultant, terminate this Contract in case of the occurrence of any of the events specified in sub-paragraphs (a) through (i) of this Sub-Clause GCC 2.7.1, and in the case of the occurrence of any of the events specified in paragraphs (h) or (i) of this Sub-Clause GCC 2.7.1, the MCA-Moldova may suspend this Contract.

- (a) If the Consultant, in the judgment of the MCA-Moldova or MCC, fails to perform its obligations relating to the use of funds set out in [Appendix G](#). Termination under this provision shall (i) become effective immediately upon delivery of the notice of termination and (ii) require that the Consultant repay any and all funds so misused within a maximum of thirty (30) days after termination.
- (b) If the Consultant does not remedy a failure in the performance of its obligations under this Contract (other than failure to perform obligations relating to use of funds as set forth in Sub-Clause [GCC 2.7.1\(a\)](#) of this Contract, which such failure shall not be entitled to a cure period) within thirty (30) days after delivery of the notice of termination or within any further period of time approved in writing by the MCA-Moldova. Termination under this provision shall become effective immediately upon the expiration of the thirty (30) days (or such further period as may have been approved by the MCA-Moldova) or on such later

date as may be specified by the MCA-Moldova.

- (c) If the Consultant (or any Member or Sub-Contractor) becomes insolvent or bankrupt, and/or fails to exist or is dissolved. Termination under this provision shall become effective immediately upon delivery of the notice of termination or on such other date as may be specified by the MCA-Moldova in such notice of termination.
- (d) If the Consultant (or any Member or Sub-Contractor), in the judgment of the MCA-Moldova has engaged in coercive, collusive, corrupt, prohibited, obstructive or fraudulent practices in competing for or in the performance of this Contract or another MCC funded contract. Termination under this provision shall become effective immediately upon delivery of the notice of termination.
- (e) If, as the result of and event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the MCA-Moldova.
- (f) If the MCA-Moldova, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the MCA-Moldova.
- (g) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to [Clause GCC 8](#). Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the MCA-Moldova.
- (h) If the Compact expires, is suspended or terminates in whole or in part in accordance with the terms of the Compact. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or

termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended pursuant to this Sub-Clause GCC 2.7.1(h), the Consultant has an obligation to mitigate all expenses, damages and losses to the MCA-Moldova during the period of the suspension.

- (i) If suspension or termination is permitted under Applicable Law. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended pursuant to this Sub-Clause GCC 2.7.1(i), the Consultant has an obligation to mitigate all expenses, damages and losses to the MCA-Moldova during the period of the suspension.

By the
Consultant

2.7.2 The Consultant may terminate this Contract, upon written notice to the MCA-Moldova in accordance with the time period specified below, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause GCC 2.7.2.

- (a) If the MCA-Moldova fails to pay any money due to the Consultant pursuant to this Contract that is not otherwise subject to dispute pursuant to Clause [GCC 8](#) hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the payment that is the subject of such notice of termination is made by the MCA-Moldova to the Consultant within such thirty (30) days.
- (b) If, as the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
- (c) If the MCA-Moldova fails to comply with any final decision reached as a result of arbitration pursuant to Clause [GCC 8](#). Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the

notice of termination.

- (d) If the Consultant does not receive a reimbursement of any Taxes that are exempt under the Compact within one hundred and twenty (120) days after the Consultant gives notice to the MCA-Moldova that such reimbursement is due and owing to the Consultant. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the reimbursement that is the subject of such notice of termination is made to the Consultant within such thirty (30) days.
- (e) If this Contract is suspended in accordance with Sub-Clauses [GCC 2.7.1\(h\)](#) or [GCC 2.7.1\(i\)](#) for a period of time exceeding three (3) consecutive months; provided that the Consultant has complied with its obligation to mitigate in accordance Sub-Clauses [GCC 2.7.1\(h\)](#) or [GCC 2.7.1\(i\)](#) during the period of the suspension. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.

Payment upon
Termination

2.7.3 Upon termination of this Contract pursuant to Sub-Clauses [GCC 2.7.1](#) or [GCC 2.7.2](#), the MCA-Moldova shall make, or cause to be made, the following payments to the Consultant:

- (a) payment pursuant to Clause [GCC 6](#) for Services satisfactorily performed prior to the effective date of termination; and
- (b) except in the case of termination pursuant to paragraphs (a) through (d) and (g) of Sub-Clause [GCC 2.7.1](#), reimbursement of any reasonable cost (as determined by the MCA-Moldova or MCC) incidental to the prompt and orderly termination of this Contract; provided, that in case of suspension of this Contract pursuant to Sub-Clauses [GCC 2.7.1\(h\)](#) or [GCC 2.7.1\(i\)](#), the Consultant has complied with its obligation to mitigate in accordance with such Sub-Causes.

Disputes about
Events of
Termination

2.7.4 If either Party disputes whether an event specified in paragraphs (a), (b), (c), (e) or (g) of Sub-Clause [GCC 2.7.1](#) or paragraphs (a) through (d) of Sub-Clause [GCC 2.7.2](#) has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to dispute resolution in accordance

with Clause [GCC 8](#), and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

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| 2.8 | Cessation of Rights and Obligations | Upon termination of this Contract pursuant to Sub-Clause GCC 2.7 , or upon expiration of this Contract pursuant to Sub-Clause GCC 2.3 , all rights and obligations of the Parties under this Contract shall cease, except (a) such rights and obligations as may have accrued on the date of termination or expiration, (b) the obligation of confidentiality set forth in Sub-Clause GCC 3.3 , (c) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in Sub-Clauses GCC 3.7 and GCC 3.8 and Appendix G and (d) any right or obligation which a Party may have under the Applicable Law. |
| 2.9 | Cessation of Services | Upon termination of this Contract by notice of either Party to other pursuant to Sub-Clauses GCC 2.7.1 or GCC 2.7.2 , 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 MCA-Moldova, the Consultant shall proceed as provided, respectively, by Sub-Clauses GCC 3.4 or GCC 3.12 . |

3. Obligations of the Consultant

3.1 General

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| Standard of Performance | 3.1.1 | The Consultant shall perform the Services and carry out its obligations under this Contract 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. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the MCA-Moldova, and shall at all times support and safeguard the MCA-Moldova's legitimate interests in any dealings with Sub-Consultants or third parties. |
| Law Governing Services | 3.1.2 | The Consultant shall perform the Services in accordance with Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law. |

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| 3.2 | Conflict of Interests | 3.2.1 The Consultant shall hold the MCA-Moldova's interests |
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paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests.

Consultant Not to Benefit from Commissions, Discounts, etc.	3.2.2	The payment of the Consultant pursuant to Clause GCC 6 shall constitute the Consultant's only payment in connection with this Contract and, subject to Sub-Clause GCC 3.2.3 , 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 under this Contract, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
	3.2.3	Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the MCA-Moldova on the procurement of goods, works or services, the Consultant shall comply with the "MCC Program Procurement Guidelines" from time to time in effect as posted on the MCC website at http://www.mcc.gov and shall at all times exercise such responsibility in the best interest of the MCA- Moldova. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the MCA- Moldova.
Consultant and Affiliates Not to Engage in Certain Activities	3.2.4	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 services (other than consulting services) resulting from or directly related to the Services.
Prohibition of Conflicting Activities	3.2.5	The Consultant shall not engage, and shall cause its Personnel as well as its Sub-Consultants and their Personnel 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.
3.3 Confidential Information; Rights of Use		
Confidential Information	3.3.1	Except with the prior written consent of the MCA-Moldova, or as may be required to comply with Applicable Law, the Consultant and its Personnel shall

not (and shall cause any Sub-Consultants and their Personnel not to) at any time (a) communicate to any person or entity any confidential information acquired in the course of the Services, or (b) make public the recommendations formulated in the course of, or as a result of, the Services.

Rights of Use

3.3.2 The Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to), without the previous written consent of the MCA-Moldova, disclose this Contract, or any provision of this Contract, or any specification, plan, drawing, pattern, sample or information provided by or on behalf of the MCA-Moldova in connection therewith, to any person other than a person employed by the Consultant in the performance of this Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

3.3.3 The Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to), without the previous written consent of the MCA-Moldova, make use of any document or information related to or delivered in connection with this Contract, except for the purpose of performing this Contract.

3.3.4 Any document related to or delivered in connection with this Contract, other than this Contract itself, shall remain the property of the MCA-Moldova and shall be returned (including, except as provided in Sub-Clause [GCC 3.4](#), all the copies) to the MCA-Moldova on completion of the Consultant's performance under this Contract.

3.4 Documents
Prepared by the
Consultant to be the
Property of the
MCA- Moldova

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant under this Contract shall become and remain the property of the MCA-Moldova, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the MCA-Moldova, together with a detailed inventory thereof in accordance with this Sub-Clause GCC 3.4 and Sub-Clause [GCC 3.3.4](#). The Consultant may retain a copy of such documents and software, and use such software for its own use with prior written approval of the MCA-Moldova. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the MCA-Moldova's prior written approval to such agreements, and

- the MCA-Moldova 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](#).
- 3.5 Liability of the Consultant
Subject to additional provisions, if any, set forth in the [SCC](#), the Consultants' liability under this Contract shall be provided by the Applicable Law.
- 3.6 Insurance to be taken out by the Consultant
The Consultant (a) 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 MCA-Moldova, insurance against the risks, and for the coverage specified in the [SCC](#) and in [Appendix G](#), and (b) at the MCA-Moldova's request, shall provide evidence to the MCA-Moldova showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.7 Accounting, Inspection and Auditing
The Consultant shall keep accurate and systematic accounts and records in respect of the provision of the Services under this Contract, in accordance with the provisions of [Appendix G](#) and internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, receipt and use of goods and services and the basis thereof, together with a detailed inventory thereof.
- 3.8 Reporting Obligations
The Consultant shall maintain such books and records and submit to the MCA Entity the reports, documents and other information specified in [Appendix B](#) and [Appendix G](#), in the form, in the numbers and within the time periods set forth in such Appendices. The Consultant shall submit to the MCA-Moldova such other reports, documents and information as may be requested by the MCA-Moldova from time to time. Final reports shall be delivered in an electronic form specified by the MCA-Moldova in addition to the hard copies specified in [Appendix B](#) and [Appendix G](#). The Consultant consents to the MCA-Moldova's sharing of the reports, documents and information delivered by the Consultant pursuant to this Contract with MCC and the Government.
- 3.9 Consultant's Actions Requiring the MCA-Moldova's Prior Approval
In addition to any modification or variation of the terms and conditions of this Contract pursuant to Sub-Clause [GCC 2.4](#), the Consultant shall obtain the MCA-Moldova's prior approval in writing before taking any of the following actions:
- (a) any change or addition to the Personnel listed in [Appendix C](#);
 - (b) entering into a subcontract with a Sub-Consultant for the

- performance of any part of the Services; and
- (c) any other action that may be specified in the [SCC](#).
- 3.10 Obligations with Respect to Subcontracts
- Notwithstanding the MCA-Moldova's approval for the Consultant to enter into a subcontract pursuant to Clause [GCC 3.9](#) above, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the MCA-Moldova to be incompetent or incapable in discharging assigned duties, the MCA-Moldova may require that the Consultant provide a replacement, with qualifications and experience acceptable to the MCA-Moldova, or to resume the performance of the Services itself.
- 3.11 Use of Funds
- The Consultant shall ensure that its activities do not violate provisions relating to use of funds and environmental guidelines, as set out in [Appendix G](#).
- 3.12 Equipment, Vehicles and Materials Furnished by the MCA- Moldova
- Equipment, vehicles and materials made available to the Consultant by the MCA-Moldova, or purchased by the Consultant wholly or partly with funds provided by the MCA-Moldova, shall be the property of the MCA-Moldova and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the MCA-Moldova an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the MCA- Moldova's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the MCA-Moldova in writing, shall insure them in an amount equal to their full replacement value plus fifteen percent (15%).
- 3.13 Equipment and Materials of the Consultant
- Equipment, vehicles or materials brought into Republic of Moldova by the Consultant, Sub-Consultants and Personnel, or purchased by them without funds provided by the MCA-Moldova, and used either for provision of the Services or personal use shall remain the property of the Consultant, its Sub-Consultants or the Personnel concerned, as applicable.
- 3.14 Trafficking in Persons
- MCC, along with other United States Government entities, has adopted a zero tolerance policy with regard to trafficking in persons ("TIP"). In pursuance of this policy:
- Defined Terms
- For purposes of the application and interpretation of this GCC Sub- Clause 3.14, the terms, "coercion," "commercial sex act," "debt bondage," "employee," "forced labor," "fraud," "involuntary servitude," "severe forms of trafficking in persons," and "sex trafficking" have the meanings given such terms in Part 15 [Combating Trafficking in Persons] of MCC's Program Procurement Guidelines and such definitions are

incorporated by reference into this GCC Sub-Clause 3.14.

Prohibition

The Consultant, Personnel, any Sub-Consultant, or any of its personnel, or any agent or affiliate of any of the forgoing shall not:

- a. engage in severe forms of trafficking in persons during the period of performance of the Contract;
- b. procure commercial sex acts during the period of performance of the Contract; or
- c. use forced labor in the performance of the Contract.

Consultant
Requirements

The Consultant shall:

- a. fulfill its obligations under this GCC Sub-Clause 3.14 and any additional obligations related to TIP that may be set forth in the Services or any other documents that make up this Contract;
- b. notify Personnel with respect to MCC's policy regarding TIP and the prohibited activities described in this GCC Sub- Clause 3.14;
- c. notify the MCA Entity within 48 hours or as soon as reasonably possible upon the Consultant:
 - i. becoming aware of any information it receives from any source (including law enforcement) that alleges any Personnel, Sub-Consultant, or any of its personnel, or any agent or affiliate of any of them, has engaged in conduct that violates MCC's TIP policy; or
 - ii. taking any action against any Personnel, Sub-Consultant or any of its personnel, or any agent or affiliate of any of them, pursuant to these requirements; and
- d. ensure that any subcontract or subaward entered into by the Consultant, as permitted by this Contract, includes the substance of the provisions of this GCC Sub-Clause 3.14.

Remedies

In addition to any other remedies that may be available under the terms of this Contract or Applicable Law, any breach of this GCC Sub-Clause 3.14 may result in:

- a. the MCA Entity requiring the Consultant to remove the involved Personnel, Sub-Consultant or any of its involved personnel, or any involved agent or affiliate;
- b. the MCA Entity requiring the termination of a subcontract or subaward;
- c. suspension of Contract payments until the breach is remedied to the satisfaction of the MCA Entity and MCC;
- d. loss of incentive payment, consistent with the incentive plan

set out in the Contract, if any, for the performance period in which the MCA Entity or MCC determine the breach remains unremedied;

e. the MCA Entity or MCC pursuing sanction of the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded any MCC-funded contract; and

f. termination of the Contract by the MCA Entity, in which case the provisions of GCC Sub-Clause 2.7.1(d) shall apply.

4. Consultant's Personnel and Sub-Consultants

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|---|---|
| 4.1 General | The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. |
| 4.2 Description & Approval of Personnel; Adjustments; Approval of Additional Work | <p>4.2.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Professional Personnel are described in Appendix C. The Key Professional Personnel and Sub-Consultants listed by title as well as by name in said Appendix C are hereby approved by the MCA-Moldova.</p> <p>4.2.2 Sub-Clause GCC 3.9 shall apply in respect of other Personnel and Sub-Consultants which the Consultant proposes to use in the carrying out of the Services, and the Consultant shall submit to the MCA-Moldova for review and approval a copy of their Curricula Vitae (CVs).</p> <p>4.2.3 Adjustments with respect to the estimated periods of engagement of Key Professional Personnel set forth in Appendix C may be made by the Consultant without the prior approval of the MCA-Moldova only if (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%) or one (1) week, whichever is larger and (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the Contract Price. If so indicated in the SCC, the Consultant shall provide written notice to the MCA-Moldova of any such adjustments. Any other adjustments shall only be made with the MCA-Moldova's prior written approval.</p> <p>4.2.4 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Professional Personnel set forth in Appendix C may be increased by agreement in writing</p> |

between the MCA-Moldova and the Consultant. In a case in which such additional work would result in payments under this Contract exceeding the Contract Price, such additional work and payments will be explicitly described in the agreement and shall be subject in all respects to the provisions of Sub-Clauses [GCC 2.4](#) and [GCC 6.4](#).

4.3 Working Hours,
Overtime, Leave,
etc.

4.3.1 Working hours and holidays for Key Professional Personnel are set forth in [Appendix C](#). To account for travel time, foreign Personnel carrying out Services inside Republic of Moldova 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 Republic of Moldova as is specified in said Appendix C.

4.3.2 The Consultant and Personnel shall not be entitled to reimbursement for overtime nor to take paid sick leave or vacation leave except as specified in [Appendix C](#), and except as specified in said Appendix C, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in said Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.4 Removal and/or
Replacement of
Personnel

4.4.1 Except as the MCA-Moldova may otherwise agree, no changes shall be made in the Key Professional Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Professional Personnel, the Consultant shall, subject to Sub-Clause [GCC 3.9\(a\)](#), provide as a replacement a person of equivalent or better qualifications.

4.4.2 If the MCA-Moldova (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the MCA- Moldova's written request specifying the grounds therefore and subject to Sub-Clause [GCC 3.9\(a\)](#), provide as a replacement a person with qualifications and experience acceptable to the MCA-Moldova.

4.4.3 The Consultant shall have no claim for additional costs

arising out of or incidental to any removal and/or replacement of Personnel.

- 4.5 Resident Project Manager If required by the [SCC](#), the Consultant shall ensure that at all times during the Consultant's performance of the Services in Republic of Moldova a resident project manager, acceptable to the MCA- Moldova, shall take charge of the performance of such Services.

5. Obligations of the MCA-Moldova

- 5.1 Assistance and Exemptions Unless otherwise specified in the [SCC](#), the MCA-Moldova shall use its best efforts to ensure that the Government shall:
- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
 - (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Republic of Moldova.
 - (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
 - (d) Exempt the Consultant, Sub-Consultants and their Personnel employed for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.
 - (e) Grant to the Consultant, Sub-Consultants and their Personnel the privilege, pursuant to the Applicable Law, of bringing into Republic of Moldova reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
- 5.2 Access to Land The MCA-Moldova warrants that the Consultant, Sub-Consultants and their Personnel shall have, free of charge, unimpeded access to all land in Republic of Moldova in respect of which access is required for the performance of the Services. The MCA- Moldova will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant, Sub-Consultants and their Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or

Sub-Consultants or their Personnel.

- | | | |
|-----|--|---|
| 5.3 | Change in the Applicable Law Related to Taxes and Duties | If, after the date of this Contract, there is any change in the Applicable Law with respect to Taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, payments to the Consultant shall not be adjusted. However, the provisions of Sub-Clause GCC 1.10.5 shall be applicable in such a situation. |
| 5.4 | Services, Facilities and Property of the MCA-Moldova | <div style="padding-left: 20px;">5.4.1 The MCA-Moldova shall make available to the Consultant and the Personnel, for the purposes of performing the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F.</div> <div style="padding-left: 20px;">5.4.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix F, the Parties shall agree on (a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (b) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Sub-Clause GCC 6.1.</div> |
| 5.5 | Payment | In consideration of the Services performed by the Consultant under this Contract, the MCA-Moldova shall make to the Consultant payments in the manner provided in Clause GCC 6 . |
| 5.6 | Counterpart Personnel | <div style="padding-left: 20px;">5.6.1 The MCA-Moldova shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the MCA-Moldova with the Consultant's advice, if specified in Appendix F.</div> <div style="padding-left: 20px;">5.6.2 If counterpart personnel are not provided by the MCA-Moldova to the Consultant as and when specified in Appendix F, the MCA-Moldova and the Consultant shall agree on (a) how the affected part of the Services shall be carried out, and (b) the additional payments, if any, to be made by the MCA-Moldova to the Consultant as a result thereof pursuant to Sub-Clause GCC 6.1.</div> <div style="padding-left: 20px;">5.6.3 Professional and support counterpart personnel, excluding the MCA-Moldova'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</div> |

Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the MCA-Moldova shall not unreasonably refuse to act upon such request.

6. Payments to the Consultant

- | | | |
|-----|---|--|
| 6.1 | Contract Price | Except as provided in Sub-Clause GCC 6.5 , the total payment due to the Consultant shall not exceed the Contract Price set forth in the SCC (as may be adjusted in accordance with the terms of the SCC). The Contract Price is an all-inclusive fixed-price, lump-sum covering all costs required to provide the Services in accordance with the terms of this Contract. The Contract Price may only be increased above the amounts stated in the SCC (including, without limitation, pursuant to the terms of Sub-Clauses GCC 4.2.4 , GCC 5.4.2 and GCC 5.6.2) if the Parties have agreed to additional payments in accordance with Sub-Clauses GCC 2.4 and GCC 6.4 . |
| 6.2 | Currency of Payment | Payments shall be made in US Dollars or Moldovan Lei or if justified for sound business reasons and approved by the MCA-Moldova, a combination of the two currencies. |
| 6.3 | Terms, Conditions and Mode of Billing and Payment | Payments will be made to the account of the Consultant and according to the payment schedule stated in SCC for Sub-Clause GCC 6.1 and against an invoice. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to the MCA- Moldova specifying the amount. In all cases, invoices shall be delivered to the MCA-Moldova no later than thirty (30) days prior to the requested payment date and will not be deemed delivered until they are in form and substance satisfactory to the MCA- Moldova. Payments will be made to the Consultant within thirty (30) days of the date of receipt by the MCA-Moldova of a valid and proper invoice or the date of the MCA-Moldova's acceptance of required deliverables (e.g., the delivery of reports), whichever is later. The Consultant shall comply with any other instructions related to payment as may be reasonably requested by the MCA- Moldova. |
| 6.4 | Payment for Additional Services | For the purposes of determining the remuneration due for additional services as may be granted under Sub-Clause GCC 2.4 , a breakdown of the Contract Price (lump sum) is provided in Appendix D and Appendix E . |
| 6.5 | Interest on Delayed Payments | If the MCA-Moldova has delayed payments beyond thirty (30) days after the payment date determined in accordance with Sub-Clause GCC 6.3 , interest shall be paid to the Consultant for each day of delay at the rate stated in the SCC . |

7. Fairness and Good Faith

- 7.1 Good Faith 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.
- 7.2 Operation of the Contract The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

8. Settlement of Disputes

- 8.1 Amicable Settlement The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of this Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after the receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the [SCC](#).

9. Compact Conditionalities

- 9.1 Required Provisions For the avoidance of doubt, the Parties agree and understand that the provisions set forth in [Appendix G](#) reflect certain obligations of the Government and the MCA Entity under the terms of the Compact and related documents that are also required to be transferred onto any consultant, sub-consultant or associate who partakes in procurements or contracts in which MCC funding is involved and that, as with other clauses of this Contract, the provisions of said Appendix G are binding obligations under this Contract.
- 9.2 Flow Through Provisions In any sub-contract or sub-award entered into by the Consultant, as permitted by the terms of this Contract, the Consultant shall ensure the inclusion of all the provisions contained in [Appendix G](#) in any agreement related to such sub-contract or sub-award.

III. SPECIAL CONDITIONS OF CONTRACT

Note to Consultants: This Section contains hyperlinks presented in blue font color and underlined. They allow Consultants to refer to the respective clause of General Conditions of Contract /GCC/ by clicking on the link
for example: “[GCC 2.3](#) The Contract shall expire on *[insert: date]*”

The following Special Conditions of Contract (SCC) shall supplement and/or amend the Clauses of the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

General Provisions (GCC 1)

Language (GCC 1.4)

[GCC 1.4](#)

This Contract shall be executed in:

English language Yes ☒ No []
and
Romanian language Yes [] No ☒

Notices (GCC 1.4)

[GCC 1.6](#)

The addresses for serving notices under this Contract are:

For the MCA Entity:

The Procurement Agent

State Road Administration

Bucuriei str. 12A, MD 2004
Chisinau, Republic of Moldova
Attention: Mr. Gheorghe Curmei
Head of Investment Department
Tel: (+373 22) 22 11 14
Fax: (+373 22) 74 12 19
Email : gheorghe.curmei@asd.md

For the Consultant:

[insert: full legal name of Consultant]
Attention: [insert: name] [insert: title]
[insert: address of the Consultant]
Fax: [insert: fax number of the Consultant]
Email: [insert: e-mail address of the Consultant]

Authority of Member in Charge (GCC 1.8)

[GCC 1.8](#)

The member in charge is:¹

[insert: full legal name of member in charge]²

¹ If the Consultant consists only of one entity, this Sub-Clause SCC 1.8 shall be removed from the SCC.

² If the Consultant consists of a joint venture or another association of more than one entity, the name of the entity whose address is specified in Sub-Clause SCC 1.9 shall be inserted here.

Authorized Representatives (GCC 1.9)

[GCC 1.9](#)

The Authorized Representatives are:

For the MCA-Moldova:

Valentina Badrajan, MCA-Moldova Executive Director

For the Procurement Agent:

Gheorghe Curmei, State Road Administration - Head of the
Investment Department

For the Consultant:

[insert: name] [insert: title]

Commencement, Completion, Modification and Termination of Contract (GCC 2)

Contract Entry into Force (GCC 2.1)

[GCC 2.1](#)

Contract Entry into Force

This Contract shall enter into force on the date of signing of the
Contract by both parties.

Effective Date and Commencement of Services (GCC 2.2)

[GCC 2.2](#)

The Effective Date shall be:

Seven (7) days after the date of Contract entry into force

Expiration of Contract (GCC 2.3)

[GCC 2.3](#)

This Agreement shall be effective as of the Effective Date and shall expire on the first anniversary of the Effective Date (the “Term”), unless terminated earlier in accordance with Section 2.7 of this Contract; provided, however, that (a) the Term shall automatically extend for a successive option period (not to exceed two (2) such consecutive option periods) unless MCA-Moldova (with the prior approval of MCC) notifies the Consultant in writing of its election not to renew the Term, at least ninety (90) days prior to the end of the Term or the end of the applicable renewal period, as the case may be; (b) in case MCA-Moldova will decide not to renew the Term or the applicable renewal period, the Consultant, if so requested by MCA-Moldova, shall continue the Services until the new arrangements are implemented by MCA-Moldova, but not longer than ninety (90) days.

Obligations of the Consultant (GCC 3)

[GCC 3.4](#) There are no additional restrictions on the use of documents.

Liability of the Consultant (GCC 3.5)

[GCC 3.5](#) There are no additional provisions to the Consultant's liability under this Contract.

Insurance to be taken out by the Consultant (GCC 3.6)

[GCC 3.6](#) The risks and the minimum coverage shall be as follows:

- (i) third party motor vehicle liability insurance in respect of motor vehicles operated in Republic of Moldova by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of fifty thousand (10,000) USD;
- (ii) third party liability insurance, with a minimum coverage of one hundred thousand (10,000) USD;
- (iii) professional liability insurance, with a minimum coverage of the Contract amount equivalent;
- (iv) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (v) 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 performance of the Services.

Consultant's Actions Requiring the MCA-Moldova's Prior Approval (GCC 3.9)

[GCC 3.9\(c\)](#) There are no additional actions by the Consultant that require the MCA-Moldova's prior approval.

Consultant's Personnel and Sub-Consultants (GCC 4)

Description and Approval of Personnel; Adjustments; Approval of Additional Work (GCC 4.2)

[GCC 4.2.3](#) Written notification to the MCA-Moldova is required.

Resident Project Manager (GCC 4.5)

[GCC 4.5](#) The resident project manager required for the duration of this

Contract shall be:

[insert: name]

Payments to the Consultant (GCC 6)

Contract Price (GCC 6.1)

[GCC 6.1](#)

The amount of the lump sum fixed price contract is:

Base Contract Price:

Option 1 [insert: amount in words] ([insert: amount in figures])
USD

OR

Option 2 [insert: amount in words] ([insert: amount in figures])
MDL

(the “Base Contract Price”)

Option 1 Contract Price

Option 1³ [insert: amount in words] ([insert: amount in figures])
Moldovan Lei (the “Option 1 Contract Price”)

OR

Option 2 [insert: amount in words] ([insert: amount in figures])
US Dollars (the “Option 1 Contract Price”)

Option 2 Contract Price

Option 1⁴ [insert: amount in words] ([insert: amount in figures])
Moldovan Lei (the “Option 2 Contract Price”)

OR

Option 2 [insert: amount in words] ([insert: amount in figures])
US Dollars (the “Option 2 Contract Price”)

The bank account of the Consultant is:

Option 1 For USD:
[insert: account details]

³ *Note: Delete whichever option is not appropriate.*

⁴ *Note: Delete whichever option is not appropriate.*

OR

Option 2 For MDL:
[insert: account details]

The payment schedule is:

Payments for the deliverables shall be made according to the schedule of percentages of the amounts included in the Supervision Consultant's Contract Price given in Table below on submission of satisfactorily reports as per requirements provided in Clause 6 of the TOR

Deliverables	Date of activity start	Payment (percentage of Supervision Consultant contract value)
Base Contract Price		
Inception report	Within four weeks from the effective date of civil works (CW) contract	8%
Work program report	Within 28 days of issuance of the Engineer's consent to the contractor's work program.	5%
Monthly reports (12 numbers)	15 th day of the month after the month covered. The report will commence from first of the calendar month after the CW contract effective date.	6% per month (total 72%)
Quarterly estimation report	15 days after the completion of every quarter from the CW contract effective date.	3% per quarter (total 12%)
Final report of the base period	2 days after the completion of the Supervision Consultant's (SC) Base period contract.	3%
	Total for the Base Period	100%
Option I Contract		
Monthly reports (12 numbers)	15 th day of the month after the month covered in continuation of the previous month report submitted under the base contract period.	6% per month (total 72%)
Quarterly estimation report	15 days after the completion of every quarter from the CW Contract effective date	3% per quarter (total 12%)

(4 numbers)		
Completion report	15 days after the final taking over certificate has been issued.	9%
Special report on final taking over	Two days after actual taking over of CW has taken place	4%
Final report of the Option 1 period	2 days after the completion of the SC Option I period	3%
Total of the Option 1 Period		100%
Option 2 Period, Defect Notification Period		
First month defect notification period	10 days after the completion of first month defect notification period.	10%
Quarterly report (4)	10 days after the completion of every quarter from the start of the defect notification period.	20% per quarter Total 80%
Final completion report	2 days after the defect notification period has been completed.	7%
Final report of the Option 2 period	2 days after the completion of SC Option 2 period contract.	3%
Total of the Option 2 Period		100%

Adjustment of Contract Price

Not applicable.

Interest on Delayed Payments (GCC 6.5)

[GCC 6.5](#)

The interest rate to be applied in the case of late payments is:

The Federal Funds Rate as stated on the website
<http://www.federalreserve.gov>.

Settlement of Disputes (GCC 8)

Dispute Resolution (GCC 8.2)

[GCC 8.2](#)

All disputes shall be settled by arbitration in accordance with the

following provisions:

1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:
 - (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 the International Chamber of Commerce, Paris 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, the International Chamber of Commerce, Paris shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
 - (b) Where the Parties do not agree that the dispute concerns a technical matter, the MCA-Moldova and the Consultant shall each appoint one 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 arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the International Chamber of Commerce, Paris.
 - (c) If, in a dispute subject to Sub-Clause SCC 8.2 1(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 International Chamber of Commerce, Paris 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.
2. Rules of Procedure. Except as 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.

3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.
4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Sub-Clause SCC 8.2 1 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 country⁵ or of the Government's country. For the purposes of this Clause, "home country" means any of:
 - (a) the country of incorporation of the Consultant⁶; or
 - (b) the country in which the Consultant's⁷ principal place of business is located; or
 - (c) the country of nationality of a majority of the Consultant's⁸ shareholders; or
 - (d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.
5. Costs. Upon the occurrence of a dispute, the Parties shall agree on the allocation of the costs associated with any settlement efforts before arbitration or associated with arbitration. Where the Parties fail to agree on the allocation, the allocation shall be determined by the arbitrator.
6. Miscellaneous. In any arbitration proceeding under this Contract:
 - (a) proceedings shall, unless otherwise agreed by the Parties, be held in Switzerland;
 - (b) the English language shall be the official language for all purposes; and
 - (c) the decision of the sole arbitrator or of a majority of the arbitrators shall be final and binding and shall be

⁵ Note: If the Consultant consists of more than one entity, add: "or of the home country of any of their Members or Parties".

⁶ Note: If the Consultant consists of more than one entity, add: "or of the home country of any of their Members or Parties".

⁷ Note: If the Consultant consists of more than one entity, add: "or any of their Members' or Parties".

⁸ Note: If the Consultant consists of more than one entity, add: "or of any Members' or Parties".

enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

7. MCC Right to Observe. MCC has the right to be an observer to any arbitration proceeding associated with this Contract, at its sole discretion, but does not have the obligation to participate in any arbitration proceeding. Whether or not MCC is an observer to any arbitration associated with this Contract, the Parties shall provide MCC with written English transcripts of any arbitration proceedings or hearings and a copy of the reasoned written award within ten (10) days after (a) each such proceeding or hearing or (b) the date on which any such award is issued. MCC may enforce its rights under this Contract in an arbitration conducted in accordance with this provision or by bringing an action in any court that has jurisdiction. The acceptance by MCC of the right to be an observer to the arbitration shall not constitute consent to the jurisdiction of the courts or any other body of any jurisdiction or to the jurisdiction of any arbitral panel.

IV. APPENDICES

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Appendix A DESCRIPTION OF SERVICES

Note: *Detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by the MCA-Moldova, etc shall be listed here.*

Note: This appendix will include the final Terms of Reference worked out by the Client and the Consultant during technical negotiations, dates of completion of various tasks, place of performance for different tasks, specific tasks to be approved by the Client.

Appendix B REPORTING REQUIREMENTS

Note: *Format, frequency, and contents of reports; persons to receive them; dates of submission; etc shall be listed here.*

As per Terms of Reference

Appendix C KEY PROFESSIONAL PERSONNEL AND SUB-CONSULTANTS

Note: *C-1 Titles and names, detailed job descriptions and minimum qualifications of foreign Key Professional Personnel to be assigned to work in the Republic of Moldova, and estimated staff-months for each.*

C-2 Same as C-1 for foreign Key Professional Personnel to be assigned to work outside the Republic of Moldova.

C-3 List of approved Sub-Consultants and same information with respect to their Personnel as in C-1 or C-2.

C-4 Same information as C-1 for local Key Professional Personnel.

C-5 Working hours, holidays, sick leave and vacations, as provided for in Sub-Clause [GCC 4.3](#) (if applicable)

shall be listed here

Appendix D BREAKDOWN OF CONTRACT PRICE IN US DOLLARS

Note: *Monthly rates for Personnel (Key Professional Personnel and other Personnel) (fully loaded, including direct and indirect expenses and profit), used to arrive at the breakdown of the lump-sum price - US Dollars portion (from Consultant's Form [FIN-4](#)) shall be listed here.*

This breakdown will exclusively be used for determining remuneration for additional services.

Appendix E BREAKDOWN OF CONTRACT PRICE IN MOLDOVAN LEI

Note: List here the monthly rates for Personnel (Key Professional Personnel and other Personnel) (fully loaded, including direct and indirect expenses and profit), used to arrive at the breakdown of the lump-sum price - Local Currency portion from Form FIN-4

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F SERVICES AND FACILITIES TO BE PROVIDED BY THE MCA-MOLDOVA

The facilities to be provided for the Engineer are stated in Chapter 004, Engineer's Facilities, of the Technical Specifications.

Appendix G ADDITIONAL PROVISIONS

Capitalized terms that are used but not defined in this Annex shall have the meaning given to them in the agreement to which this Annex is attached (the “**Agreement**”) and that certain Millennium Challenge Compact by and between the United States of America, acting through MCC, and the Government, signed in [City] on [Date], as may be amended from time to time.

The legal entity established by the Government that is responsible for the oversight and management of the implementation of the Compact on behalf of the Government (the “**MCA Entity**”) intends to apply a portion of the proceeds of the Compact to eligible payments under this Agreement, provided that (a) such payments will only be made at the request of and on behalf of the MCA Entity and as authorized by the Fiscal Agent, (b) MCC shall have no obligations to [insert name of Implementing Entity or Provider] (for the purposes of this Annex, the “**Contract Party**”) under the Compact or this Agreement, (c) such payments will be subject, in all respects, to the terms and conditions of the Compact, and (d) no party other than the Government and the MCA Entity shall derive any rights from the Compact or have any claim to MCC Funding.

A. MCC Status; Reserved Rights; Third-Party Beneficiary

1. MCC Status. MCC is a U.S. Government corporation acting on behalf of the U.S. Government in the implementation of the Compact. As such, MCC has no liability under this Agreement, and is immune from any action or proceeding arising under or relating to this Agreement. In matters arising under or relating to this Agreement, MCC is not subject to the jurisdiction of the courts or any other juridical or other body of any jurisdiction.

2. MCC Reserved Rights.

(a) Certain rights are expressly reserved to MCC under this Agreement, the Compact and other related Compact documents, including the right to approve the terms and conditions of this Agreement, as well as any amendments or modifications hereto, and the right to suspend or terminate this Agreement.

(b) MCC, in reserving such rights under this Agreement, the Compact or other related Compact documents, has acted solely as a funding entity to assure the proper use of U.S. Government funds, and any decision by MCC to exercise or refrain from exercising these rights shall be made as a funding entity in the course of funding the activity and shall not be construed as making MCC a party to this Agreement.

(c) MCC may, from time to time, exercise its rights, or discuss matters related to this Agreement with the parties to this Agreement, the Government or the MCA Entity, as appropriate, jointly or separately, without thereby incurring any responsibility or liability to any party.

(d) Any approval (or failure to approve) or exercise of (or failure to exercise) any rights by MCC shall not bar the Government, the MCA Entity, MCC or any other person or entity from asserting any right against the Contract Party, or relieve the

Contract Party of any liability which the Contract Party might otherwise have to the Government, the MCA Entity, MCC, or any other person or entity. For the purposes of this clause (d), MCC shall be deemed to include any MCC officer, director, employee, affiliate, contractor, agent or representative.

3. Third-Party Beneficiary. MCC shall be deemed to be a third party beneficiary under this Agreement.

B. Limitations on the Use or Treatment of MCC Funding.

The use and treatment of MCC Funding in connection with this Agreement does not, and shall not, violate any limitations or requirements specified in the Compact or any other relevant agreement or Implementation Letter or applicable law or U.S. Government policy. No MCC Funding shall be used for military purposes, for any activity likely to cause a substantial loss of United States jobs or a substantial displacement of United States production, to support any activity likely to cause a significant environmental, health or safety hazard, or to fund abortions or involuntary sterilizations as a method of family planning. MCC Funding shall be free from the payment or imposition of all Taxes as set forth in the Compact.

C. Procurement.

The Contract Party shall ensure that all procurements of goods, services or works under, related to or in furtherance of this Agreement shall be consistent with the general principles set forth in the Compact and in the MCC Program Procurement Guidelines from time to time in effect as posted on the MCC website at www.mcc.gov. The Contract Party shall comply with the eligibility requirements related to prohibited source or restricted party provisions in accordance with U.S. law, regulations and policy, applicable World Bank policies or guidelines and in accordance with other eligibility requirements as may be specified by MCC or the MCA Entity.

D. Reports and Information; Access; Audits; Reviews.

1. Reports and Information. The Contract Party shall maintain such books and records and provide such reports, documents, data or other information to the MCA Entity in the manner and to the extent required by the Compact or related documents and as may be reasonably requested by the MCA Entity from time to time in order to comply with its reporting requirements arising under the Compact or related documents. MCC may freely use any information it receives in any report or document provided to it in any way that MCC sees fit. The provisions of the Compact and related documents that are applicable to the Government in this regard shall apply, mutatis mutandis, to the Contract Party as if the Contract Party were the Government under the Compact.

2. Access; Audits and Reviews. Upon MCC's request, the Contract Party shall permit authorized representatives of MCC, an authorized Inspector General of MCC, the United States Government Accountability Office, any auditor responsible for an audit contemplated by the Compact or conducted in furtherance of the Compact, and any agents or representatives engaged by MCC or the Government to conduct any assessment, review or evaluation of the Program, the opportunity to audit, review, evaluate or inspect activities funded by MCC Funding. The provisions of the Compact or related

documents that are applicable to the Government in this regard shall apply, mutatis mutandis, to the Contract Party as if the Contract Party were the Government under the Compact.

3. Application to Providers. The Contract Party shall ensure the inclusion of the applicable audit, access and reporting requirements from the Compact in its contracts or agreements with other providers in connection with this Agreement.

E. Compliance with Anti- Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions.

1. The Contract Party shall ensure that no payments have been or will be made by the Contract Party to any official of the Government, the MCA Entity, or any third party (including any other government official) in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 et seq.) (the “FCPA”) or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a U.S. person or entity subject to the FCPA, or similar statute applicable to this Agreement, including any local laws. The Contract Party affirms that no payments have been or will be received by any official, employee, agent or representative of the Contract Party in connection with this Agreement in violation of the FCPA or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a U.S. person or entity subject to the FCPA, or similar statute applicable to this Agreement, including any local laws.

2. The Contract Party shall not provide material support or resources directly or indirectly to, or knowingly permit MCC Funding to be transferred to, any individual, corporation or other entity that the Contract Party knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (i) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac, (ii) on the consolidated list of individuals and entities maintained by the “1267 Committee” of the United Nations Security Council, (iii) on the list maintained on www.epls.gov, or (iv) on such other list as the MCA Entity may request from time to time. For purposes of this provision, “material support and resources” includes currency, monetary instruments or other financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

3. The Contract Party shall ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, trafficking in persons, U.S. sanctions laws, restrictive trade practices, boycotts, and all other economic sanctions promulgated from time to time by means of statute, executive order, regulation or as administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or any successor governmental authority, including, 18 U.S.C. §1956, 18 U.S.C. §1957, 18 U.S.C. §2339A, 18 U.S.C.

§2339B, 18 U.S.C. §2339C, 18 U.S.C. §981, 18 U.S.C. §982, Executive Order 13224, 15 C.F.R. Part 760, and those economic sanctions programs enumerated at 31 C.F.R. Parts 500 through 598 and shall ensure that its activities under this Agreement comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by MCC, the MCA Entity, the Fiscal Agent, or the Bank, as may be applicable. The Contract Party shall verify, or cause to be verified, appropriately any individual, corporation or other entity with access to or recipient of funds, which verification shall be conducted in accordance with the procedures set out in Part 10 of the MCC Program Procurement Guidelines (Eligibility Verification Procedures) that can be found on MCC's website at www.mcc.gov. The Contract Party shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as the MCA Entity or MCC may request from time to time and (B) deliver a report of such periodic monitoring to the MCA Entity with a copy to MCC.

4. Other restrictions on the Contract Party shall apply as set forth in the Compact or related documents with respect to any activities in violation of other applicable U.S. laws, regulations, executive orders or policies, any misconduct injurious to MCC or the MCA Entity, any activity contrary to the national security interests of the United States or any other activity that materially and adversely affects the ability of the Government or any other party to effectively implement, or ensure the effective implementation of, the Program or any Project or to otherwise carry out its responsibilities or obligations under or in furtherance of the Compact or any related document or that materially and adversely affects the Program assets or any Permitted Account.

F. Publicity Information and Marking

1. The Contract Party shall cooperate with the MCA Entity and the Government to provide the appropriate publicity to the goods, works and services provided under this Agreement, including identifying Program activity sites and marking Program assets as goods, works and services funded by the U.S. Government, acting through MCC, all in accordance with the MCC Standards for Global Marking available on the MCC website at <http://www.mcc.gov>; provided, however, that any press release or announcement regarding MCC or the fact that MCC is funding the Program or any other publicity materials referencing MCC shall be subject to MCC's prior written approval and must be consistent with any instructions provided by MCC from time to time in relevant Implementation Letters.

2. Upon the termination or expiration of the Compact, the Contract Party shall, upon MCC's request, cause the removal of any such markings and any references to MCC in any publicity materials.

G. Insurance.

The Contract Party shall obtain insurance, performance bonds, guarantees or other protections appropriate to cover against risks or liabilities associated with performance of this Agreement. The Contract Party shall be named as payee on any such insurance and the beneficiary of any such guarantee, including performance bonds. The MCA Entity and, at MCC's request, MCC shall be named as additional insureds on any such insurance or other guarantee, to the extent permissible under applicable laws. The Contract Party shall ensure that any proceeds from claims paid under such insurance or any other form of

guarantee shall be used to replace or repair any loss or to pursue the procurement of the covered goods, works and services; provided, however, that at MCC's election, such proceeds shall be deposited in an account as designated by the MCA Entity and acceptable to MCC or as otherwise directed by MCC.

H. Conflict of Interest.

The Contract Party shall ensure that no officer, director, employee, affiliate, contractor, subcontractor, agent, advisor or representative of the Contract Party participates in the selection, award, administration or oversight of a contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Agreement, in which (i) the entity, the person, members of the person's immediate family or household or his or her business partners, or organizations controlled by or substantially involving such person or entity, has or have a financial or other interest or (ii) the person or entity is negotiating or has any arrangement concerning prospective employment, unless such person or entity has first disclosed in writing to the parties under this Agreement and MCC the conflict of interest and, following such disclosure, the parties to this Agreement agree in writing to proceed notwithstanding such conflict. The Contract Party shall ensure that none of its officers, directors, employees, affiliates, contractors, subcontractors, agents, advisors or representatives involved in the selection, award, administration, oversight or implementation of any contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Agreement shall solicit or accept from or offer to a third party or seek or be promised (directly or indirectly) for itself or for another person or entity any gift, gratuity, favor or benefit, other than items of de minimis value and otherwise consistent with such guidance as MCC may provide from time to time. The Contract Party shall ensure that none of its officers, directors, employees, affiliates, contractors, subcontractors, agents, advisors or representatives engage in any activity which is, or gives the appearance of being, a conflict of interest in connection with this Agreement. Without limiting the foregoing, the Contract Party shall comply, and ensure compliance, with the applicable conflicts of interest and ethics policies of the MCA Entity as provided by the MCA Entity to the Contract Party.

I. Inconsistencies.

In the event of any conflict between this Agreement and the Compact and/or the Program Implementation Agreement, Procurement Agreement, or Disbursement Agreement, as applicable, the term(s) of the Compact and /or the Program Implementation Agreement, Procurement Agreement, or Disbursement Agreement, as applicable, shall prevail.

J. Other Provisions

The Contract Party shall abide by such other terms or conditions as may be specified by the MCA Entity or MCC in connection with this Agreement.

K. Flow-Through Provisions.

In any subcontract or sub-award entered into by the Contract Party, as permitted by this Agreement, the Contract Party shall ensure the inclusion of all the provisions contained in paragraphs (A) through (J) above.

Section 6 TERMS OF REFERENCE

1. BACKGROUND

1.1. GENERAL

The United States of America acting through the Millennium Challenge Corporation (MCC) and the Government of the Moldova (the “**Government**” or “**GoM**”) have entered into a Millennium Challenge Compact (the “**Compact**”) for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in Moldova (the “**Program**”) in the amount of \$262 Million USD (the “**MCC Funding**”). In addition, the GoM and MCC have entered into an agreement relating to, among other matters, implementation arrangements, fiscal accountability and disbursement, and use of MCC Funding (the “**Program Implementation Agreement**” or “**PIA**”). The GoM will implement the Program in accordance with the Compact and the PIA.

The GoM has established a public institution, the Millennium Challenge Account – Moldova (the “**MCA–Moldova**”), to manage the implementation of all projects financed through the Compact with MCC. The Compact provides financing for two primary projects: 1) Transition to High Value-added Agriculture Project (“**THVA**”) – the rehabilitation of 11 Central Irrigation Systems with technical assistance and institutional support to assist farmers to transition out of low-value agriculture and towards the production and marketing of high-value crops; and 2) Road Rehabilitation Project (“**RRP**”) – the rehabilitation of the M2 arterial road linking the capital of Chisinau with the border of the Ukraine . This Terms of Reference concerns the services to be provided under the Road Rehabilitation Project.

1.2. ROAD REHABILITATION PROJECT

The RRP includes the rehabilitation of about 93 km of roads in total, including about 82 km of the M2 Road (Sărăteni – Soroca) continued for about 11 km along the R9 Road (Soroca - Drochia Junction). The primary objectives of the project are:

- to increase income of local population through reduced cost of transport, and reducing the costs of goods and services;
- to reduce losses to the national economy resulting from the deteriorated conditions of the road; and
- to reduce the number of road accidents through improved traffic conditions.

The interventions proposed for the rehabilitation of M2, in general, are pavement reconstruction, shape correction, resurfacing and strengthening by overlay, strengthening by reconstruction, repair and replacement of elements to ensure traffic safety, rehabilitation and construction of new bridges, relocation of about 400 meters of a railway, rehabilitation of the roadside drainage system, and improvements to a number of intersections.

1.3. PROPOSED CONSULTANCY SERVICES

The Consultancy services under this Terms of Reference are sought to facilitate successful and timely implementation of the Project by providing services and carrying out duties of “the Engineer” in accordance with the contract for civil works which will be based upon the *FIDIC Conditions of Contract for Construction, 1st Edition 1999 prepared and copyrighted by the*

International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conseils, or “FIDIC”) and are described below.

The services include Supervision of Works for two contract packages:

- **Lot 3:** Contract **PP3/RRP/W/CB/01/03:** “Rehabilitation of M2 Chişinău-Soroca road km 116+000 – km 139+200”
- **Lot 4:** Contract **PP3/RRP/W/CB/01/04:** “Rehabilitation of M2 Chişinău-Soroca road km 139+200 – km 154+352 and R7 Soroca-Drochia-Costesti road km 3+414 – km 12+789”

Detailed information on civil works contracts is presented in Annex A to this Terms of Reference, including access to the Works Contract Bidding Documents. The Documents include the Conditions of Contract (for the Works) and details of the facilities to be provided for the Engineer.

2. OBJECTIVES OF ASSIGNMENT

The main objective of the assignment for the Consultants (hereinafter referred to as “the Engineer”) is to assist the Employer in the administration of the MCC-funded Contracts (hereinafter referred to as “the Contracts”) with due diligence and carry out the duties of the Engineer assigned to him in the Contracts. The Consultants shall exercise the authority attributable to the Engineer, as specified in or necessarily implied from the Contracts, to ensure timely, satisfactory completion of the Works in accordance with the Contracts.

3. SCOPE OF SERVICES

The Consultant shall exercise all reasonable care to protect the interests of the Employer to ensure the timely supervision and control of the Works and to avoid the occurrences of disorders of construction during the Works.

The Consultant shall perform the Services in accordance with the laws and any other instruments having force of law in Moldova as may be issued and in force from time to time.

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

- (i) issue any Variation to the scope of work with or without financial implications on the Contract Price, except in an emergency situation as determined by the Engineer or if such a Variation would increase the Accepted Contract Amount by less than 0.5%;
- (ii) approving a proposal for Variation submitted by the Contractor;
- (iii) making variations in work quantities which bring the total cost in excess of 2 percent of the Contract Price at tender rates;
- (iv) approving the subletting of any part of the works, except subcontracts up to USD 100,000;
- (v) approving any extension of the Time for Completion.

The Engineer shall provide the following services (refer to Annex B and C for further details):

3.1 SUPERVISION OF WORKS

The Engineer shall perform the duties and authority of the Engineer as specified in or necessarily implied from the Contract as well as administer the Contract, dealing with situations in accordance with the contract, taking due regard of all relevant circumstances; the Engineer shall perform his duties or act:

- proactively, where the initiative lies with the Engineer in administering the Contract;
- reactively, in response to the Contractor's or the Employer's requests; and
- passively, in observing the requirements of the Contract

Wherever appropriate and not in conflict with the Contract, the Engineer shall exercise every reasonable care to protect the interests of the Employer, including safety and environmental considerations.

The Engineer shall ensure that the Contractor has secured all relevant permits necessary to start works, or specific works process, and that the Contractor complies with all relevant Health and Safety and Environmental regulations during the works.

The Engineer shall confirm that plant and materials are obtained from permitted sources as applicable under the contract and MCC's Program Procurement Guidelines

The Engineer shall have the following reporting obligations during supervision of the Works:

3.1.1 Engineer's Work Programme Report

Within 28 days of issuance of the Engineer's consent to the Contractor's Work Programme, the Engineer shall submit a report to the Employer (Engineer's Work Programme Report), which shall include:

- a) copy of the Contractor's detailed cash flow estimate, in monthly periods, of all payments to which the Contractor will be entitled under the Contract;
- b) copy of the Contractor's detailed time programme showing the order in which the Contractor intends to carry out the Works, including general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, Contractor's Key Equipment Mobilization Plan¹⁹ and other information as may be deemed necessary and appropriate by the Engineer;
- c) a supporting report which shall include:
 - a list of critical path items and the related Contractor's estimate of delivery periods, accompanied with the Engineer's estimate of the latest delivery periods for each critical path item to warrant the completion in accordance with the Contract;
 - for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location and the expected dates of:

¹⁹ See Technical Specification Chapter 006.04. 'Sequence of Key Contract Activities' for details

- commencement of manufacture;
 - Contractor's and/or the Engineer's inspections and tests; and
 - shipment and arrival at the Site;
- the 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;
- the names and particulars of the Contractor's representative and other superintendence personnel approved by the Engineer in accordance with the Contract;
- the 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 shall 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, SRA, and other stakeholder, 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; and
- other information as may be required by the Employer.

3.1.2 Monthly Progress Reports

The Engineer shall prepare and submit to the Employer monthly progress reports. The first report shall cover the period up to the end of the first calendar month following the Engineer's Work Programme Report. Each monthly progress report shall include:

- brief summary information about any events or circumstances which, in the Engineer's opinion, may create sufficient grounds or significant risk, thereof, for any time and/or cost overrun under the Contract and the Engineer's recommendation of the measures being (or to be) adopted to overcome/address such events or circumstances and the contractual basis therefore;
- 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 estimate, the Engineer shall accompany the chart with a supporting report and provide:
 - details of any events or circumstances that have caused the discrepancy;
 - an 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;
 - a report on the measures being (or to be) adopted to overcome delays in respect of each event or circumstances and the contractual basis therefore.

- 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 shall give comments on the likely consequences and risks, and state the remedial action being (or to be) taken;
- 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;
- information about the use of provisional sums and an appropriate justification therefore;
- photographs, and videos where appropriate, showing the status of manufacture and of progress on the Site;
- copies of quality assurance documents, test results and certificates of materials;
- safety statistics, including details of any incidents, accidents, and/or activities relating to environmental and social aspects, health and safety, trafficking in persons, and public relations and progress of resolving public complaints;
- copies of all notices, consents, approvals, certificates or determinations given or issued by the Engineer within the reported period; and
- other information, as may be required by the Employer.

3.1.3 Quarterly Estimation Reports

Five (5) days following the end of each calendar quarter the Engineer shall submit a Quarterly Estimation Report. Each Quarterly Estimation Report shall include Engineer's estimation of the value of Works executed during reporting calendar quarter.

3.1.4 Variations

The Engineer shall note that the Employer is under obligation to seek the MCC's concurrence before agreeing to or implementing any modification or waiver of the terms and conditions of the Contract or granting an extension of the stipulated time for performance.

In preparing variations, the Engineer shall note that the Employer will seek no objection from the MCC for certain variations. The Engineer must therefore prepare variations to ensure that the Employer can comply with the MCC's procedures.

Unless, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer shall provide a preliminary report to the Employer on any prospective variation which shall outline the basis for the Engineer's valuation of the variation including but not limited to the following:

- the Engineer's opinion on the extent, if any, of applicability to the varied Works of the rates and prices set out in the Contract;
- the quantity and the value of the varied Works that can be determined using the rates and prices set out in the contract;
- the quantity and the Engineer's estimate of the value of the varied Works, which can be determined using the rates and prices set out in the contract as the basis for valuation:
 - 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 agreed to be agreed upon between the Engineer and the Contractor:
 - the Engineer shall provide to the Employer an appropriate justification of the basis for the agreement

3.1.5 Other Reports

For other final taking over report and special reports see section 6 on "Reports"

3.1.6 Claims from Contractor

In the event of receipt of a notice of claim from the Contractor, immediately thereafter, the Engineer shall notify and provide copy of the notice to the Employer.

Promptly after the Engineer's inspection, the Engineer shall provide the Employer with an assessment of the Contractor's records related to such claim, which shall be supported with the Engineer's preliminary conclusions with regard to the potential outcome of the claim. The Engineer shall also consult with the Employer any instruction, which have been (or to be issued) to the Contractor with regard to any further related records that the Contractor may have.

The Engineer shall require the Contractor to copy to the Employer all accounts sent to the Engineer with regard to the Contractor's claim.

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

3.1.7 Defects Notification Period

- (a) The Engineer will provide on-site supervision of the Contractor's operations for the first month of the Defects Notification Period corresponding to the last section of the Project accepted as completed;
- (b) During this period outstanding construction matters will be finalized to the extent possible, and the As-Built Drawings completed;
- (c) During the remaining 11 months of the Defects Notification Period corresponding to the last section of the Project accepted as substantially completed, the Engineer will be responsible for monitoring the Contractor's operations and for issuing any required certificates. For the purpose of carrying out the services, the Engineer shall assign one key person to have quarterly site visits to monitor the rectifications on unattended/uncompleted activities, prepare and issue the Final Payment Certificate. During this period the consultant shall be required to draw the attention of the contractor to any defects if and when noticed and shall supervise such remedial works

3.1.8 Final Completion of Works

Performance Certificate:

(a) Immediately prior to the expiration of the Defects Notification Period for any section of the works for which a Certificate of Completion of the Works has been issued, the Engineer shall in the company of the Employer, and the Contractor inspect the said section and provide written affirmation that the works have been completed and maintained in accordance with the contract, and issue a Performance Certificate for the section.

Final Statement:

(b) Upon receipt from the Contractor within 56 days of the issue of the Performance Certificate for the last section for which the Defects Notification Period has expired, the Engineer shall prepare in co-operation with the Contractor the Final Payment for the contract.

Final Report:

(c) Upon completion of the contract, the Engineer shall prepare a final report which shall highlight all major points of interest that arose during the contract. The report will also include the summary of the type, quality, quantities and sources of materials used on the project; contractor's plant and personnel; problems encountered and solutions employed; changes made by the Contractor in design and specifications and the reasons therefore; a breakdown of Contractor's performance in terms of respect of the Service Quality Criteria for maintenance services; a breakdown of the final cost of the contract item by item; a summary of contract changes and expenditure of provisional sums and contingency sums.

4. ENGINEER'S PERSONNEL (SUPERVISION OF WORKS)

The Engineer shall employ suitably qualified engineers and other professionals who shall be competent to carry out any/or all of the duties in accordance with responsibilities and/or authorities that may be specified in or necessarily implied from the Contract.

The Engineer shall consider the projected peaks of the construction activities and ensure the adequacy of staffing levels during such periods.

The Engineer shall arrange for an appropriate head office back-stopping support for the Engineer's supervision team.

4.1 Engineer's Staffing

This section includes both Key Staff and Technical Support Staff of the Engineer, as follows.

The Key Staff listed below are envisaged for the assignment.

Key Staff

- 1 (one) Team Leader / Project Manager (for both Works Contracts)
- 1 (one) Deputy Team Leader / Resident Engineer (for both Works Contracts)
- 1 (one) Environmental Expert (for both Works Contracts)
- 1 (one) Social Expert (for both Works Contracts)
- 2 (two) Materials Engineers (one for each Works Contracts)

- 2 (two) Quantity Surveyors (one for each Works Contract).

The time estimated for Key Personnel is at least 208 full time person-months. However, the Engineer shall propose the time commitment for each of the key staff in the proposal.

Technical Support Staff

- 2 (two) Road Inspectors
- 1 (one) Bridge Inspector
- 2 (two) Surveyors
- 2 (two) Laboratory Assistants

Curriculum Vitae of the Key Staff proposed shall be submitted with the Consultant's Technical Proposal, in sufficient detail to clearly demonstrate that the credentials described below have been met. Where the credentials for a candidate are met by another team member, this shall be stated. The Key Staff shall possess University Degrees in Highway or Civil Engineering, or an equivalent technical qualification related to their respective proposed specialty in this project

The job descriptions below are indicative and the Engineer may propose an alternative distribution of tasks to better match individual skills of the expert proposed. In such a case, this shall be clearly explained in the proposal.

Provided that the basic minimum staff requirements are met, the Engineer is free to propose the supervision structure that is deemed by the Engineer to optimally meet the project requirements.

The Team Leader / Project Manager and Deputy Team Leader / Resident Engineer shall be generally present during the working season, and either the Team Leader or Deputy Team Leader shall be available until the Works are complete.

In addition to the minimal required team of Key Personnel mentioned above, the Engineer shall provide the necessary field teams of support staff to be assigned to each contract.

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.

(a) Team Leader / Project Manager (TL/PM)

Credentials:

The candidate shall be a graduate civil engineer, or equivalent academic degree, having at least fifteen (15) years of relevant experience in construction supervising of road works projects. Experience of supervision of road rehabilitation works is essential, and experience of asphalt pavement construction and cold in-place recycling works is considered to be an asset. The TL/PM will be the responsible person to assure that the Consultant's firm, jointly, performs the duties of the Engineer under the FIDIC Conditions of Contract for Construction, 1st Edition 1999 for both Works Contracts, and relevant FIDIC experience is essential.

Broad international experience is required and experience in CIS countries (Commonwealth of Independent States) would be considered an asset. Experience of similar posts on at least three successful projects of similar size and complexity shall be demonstrated.

A good working knowledge of the English language is required.

Job description:

The Team Leader / Project Manager shall:

- *carry out the duties of the Engineer, as described in the civil works contract documents;*
- *manage the Engineer'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 work;*
- *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 Employer 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.*

(b) Deputy Team Leader / Resident Engineer (DTL/RE)

Credentials:

The candidate shall be a graduate engineer having at least ten (10) years of experience in construction supervision of road works projects. Experience of supervision of road rehabilitation works is essential, and experience of asphalt pavement construction and cold

in-place recycling works is considered to be an asset. Experience of the FIDIC Conditions of Contract in supervising Works Contracts is necessary.

International experience is required and experience in CIS countries would be considered an asset. Experience of similar posts on at least two similar projects of similar size and complexity shall be demonstrated.

A good working knowledge of the English language is required.

Job Description:

The Deputy Team Leader / Resident Engineer shall:

- *be delegated the responsibilities and duties for day-to-day supervision of an individual works contract;*
- *carry out the duties of delegated to him by the TL/PM;*
- *supervise execution of works and check the finished works before taking-over;*
- *promptly inform both TL/PM and Quantity Surveyor of potential Variation Orders and unexpected increases in costs or any risks for delays;*
- *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 about any event which might create disturbance or disorders.*

(c) Environmental Expert

Credentials:

A graduate degree in the related field (environmental science, environmental policy and environmental law) having at least 5 years of experience working with environmental management issues relating to road rehabilitation projects including the preparation and/or the implementation of environmental management plans and resettlement action plans. The expert should be familiar with the local, EU, World Bank and MCC environmental guidelines and procedures.

Job Description:

The Environmental Management Expert shall:

- Confirm that the contractors have all the required national and local permits to perform the Works according to their contracts before starting the construction works;
- Review the status of all required construction and environmental permits, including a periodic status update as a component of the reporting requirements;
- Supervise the implementation of the mitigation and environmental protection measures provided in Environmental Social Management Plan for the Project;

- Ensure implementation of the monitoring plan of the Project and establish the baseline for efficiency of mitigation measures;
- Actively participate and/or organize and manage periodic sessions for public consultation on environmental impact issues related to the road;
- Review and comment on the environmental documentation (monthly environmental report or CESMP or any other environmental documentation produced by Contactor); Ensure that implementation of mitigation measures and monitoring are included in the Contractor daily works;
- Timely and accurately document cases on Contractor's noncompliance with the environmental requirements of the CESMP.

(d) Social Expert

Credentials:

University degree in economics, social science, public policy, or other relevant field. Post-graduate degree in Social Sciences is preferable. Minimum five (5) years relevant work experience; knowledge of social and environmental management plans and resettlement issues management. The expert should be familiar with the local, EU, World Bank and MCC environmental and social guidelines and procedures, as well as the MCC Gender Policy and Integration Guidelines

Job Description:

The Social Expert will be directly responsible for promoting communications schemes that favor the emergence and orientation of a critical and constructive public opinion that will make the execution of a fair and participatory project possible, as well as promote discussion for the participation and decision making of the communities in solving their own problems. The expert will also be responsible for formulating and implementing the strategy for producing and divulging the consultation and participatory process of all entities involved in the project's implementation and for developing an inclusive community and gender-balanced participation and consultation plan for its implementation during the construction and operation of the section of M2 overseen by MCA–Moldova, working jointly with the environment and traffic experts. The social expert will be responsible for supervising the implementation of the social mitigation and protection measures from the Environmental Social Management Plan for the Project, including oversight related to trafficking in persons and other gender related requirements. As part of their communications and consultation function, they will periodically organize and manage public consultations on social and gender related impacts relating to the road project and will work with the Social Impact Monitoring Committees. The social expert will review and comment on relevant documentation on social and gender related aspects provided by the Contractor and will have primary responsibility for ensuring relevant indicators are tracked as part of the Contractor's daily work, to ensure compliance with the MCA Moldova Social and Gender Integration Plan.

(e) Materials Engineers (MEs – 2 no.)

Credentials:

The candidates shall have relevant engineering degrees with at least ten (10) years of experience in quality management of civil works and materials testing. Experience of roads, bridges, motorways contracts as a Materials Engineer is essential, including asphalt paving and cold in-place recycling works, where the candidates must demonstrate knowledge of both asphalt and cold recycling mix designs.

International experience including CIS countries is required, and experience of similar posts on at least two similar projects shall be demonstrated by making reference to relevant experiences in the curriculum vitae.

A good working knowledge of the English language is required.

Job Description:

The Materials Engineers shall:

- *co-ordinate the supporting staff engaged for quality control (laboratory technicians, site inspectors, surveyor), in order to ensure that all related procedures are implemented by the Consultant's staff;*
- *prepare a data base of procedures regarding the implementation of quality assurance plans;*
- *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;*
- *inspect the quality of the works;*
- *discuss any remedy with the contractor;*
- *report to the TL/E and the DTL/RE as necessary;*
- *audit contractors' quality assurance systems.*

(f) Quantity Surveyors (Qs – 2 no.)

Credentials:

The candidates shall have relevant engineering degrees with at least ten (10) years of experience in similar positions in roads and/or motorways projects and works supervision. Good knowledge of the FIDIC Conditions of Contract should be demonstrated.

Experience of similar posts in at least two (2) projects of similar size and complexity is required.

A good working knowledge of the English language is required.

Job Description:

The Quantity Surveyors shall:

- *co-ordinate the activities for the daily measurements of the approved works;*
- *keep weekly records of all quantities approved for payment;*
- *prepare, in close co-ordination with the Team Leader and/or Deputy Team Leader all documentation regarding the Monthly Statements and the Interim Payment Certificates, and Supporting Documentation.;*
- *particularly, the Quantity Engineer shall verify constantly, in co-ordination with the Team Leader and the Materials 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, the analysis of claims and other similar issues;*
- *supervise the execution of works and check the finished works before taking-over;*
- *promptly inform both Team Leader and/or Deputy Team Leader 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 and/or Deputy Team Leader about any event which might create disturbance or disorders.*

5 DURATION

The assignment for the:

- Works Contracts *PP3/RRP/W/CB/01/03* and Contract *PP3/RRP/W/CB/01/04* are expected to start in April 2012. The overall time period for this fixed price contract is expected to be 36 months, as follows:

Construction period (expected to be a total of 24 months, or until acceptance of works, whichever is longer):

- Base Contract: First 12 months
- Option 1 period: Subsequent 12 months or until acceptance of works, whichever is longer

Defect Liability Period activities:

- Option 2: Subsequent 12 months

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

6 REPORTS

During the period of the services, the Engineer will provide the Employer with the following reports (2 copies in Romanian and 4 copies in English):

- (a) Inception Report showing Consultant's models for the monthly reports, Interim Payment Certificates, refine staff mobilization schedule, time reporting systems, define the responsibilities to be delegated, establish the communication procedures with the Employer, Project Management Information System, etc.
- (b) Work Programme report – refer to 3.1.1 above.
- (c) Monthly Progress Report - refer to 3.1.2 above.
- (d) Quarterly Estimation Report – refer to 3.1.3 above.
- (e) Completion Report at the time of final completion of the works, when the final Taking-Over Certificate is issued.
- (f) Defect Notification Period Reports – refer to 3.1.7 above.
- (g) Final Report - refer to 3.1.8 above; and
- (h) Special Reports (if required) on any major issue, including modification of Working Drawings, raised by the contracts implementation, at the request of the Employer.

7 PROJECT DATA AND DOCUMENTS

The Engineer shall 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 PMIS, as approved by the Employer and compatible with the Employer's MIS. The Engineer shall also maintain a 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.

ANNEX A

Detailed Information on the 2 Works Contract Packages to be supervised

Bidding Documents

Tender documents for the Works Contract RRP/W/CB/01/03 and RRP/W/CB/01/04 can be accessed free of charge on the official web site of the State Road Administration at:

LOT 3: CONTRACT PP3/RRP/W/CB/01/03

“REHABILITATION OF M2 CHIȘINĂU-SOROCA ROAD KM 116+000 – KM 139+200”

Part I – Bidding Procedures

<http://files.asd.md/Bidding Documents/Lot 3/RRP-IFB-Lot-3-p1.pdf>

Part II – Conditions of Contract

<http://files.asd.md/Bidding Documents/Lot 3/RRP-IFB-Lot-3-p2.pdf>

Part III – Works Requirements

Section VIII – Bill of Quantities

<http://files.asd.md/Bidding Documents/Lot 3/RRP-IFB-Lot-3-p3a.pdf>

Section IX – Technical Specifications

<http://files.asd.md/Bidding Documents/Lot 3/RRP-IFB-Lot-3-p3b.pdf>

Section X – Environmental & Social Management Plan (ESMP)

<http://files.asd.md/Bidding Documents/Lot 3/RRP-IFB-Lot-3-p3c.pdf>

Section XI – Drawings

Chapter A. Road Works

<http://files.asd.md/Bidding Documents/Lot 3/RRP-IFB-Lot-3-p4a.pdf>

Chapter B. Bus Stops

<http://files.asd.md/Bidding Documents/Lot 3/RRP-IFB-Lot-3-p4b.pdf>

Chapter C. Power Lines and Illumination

<http://files.asd.md/Bidding Documents/Lot 3/RRP-IFB-Lot-3-p4c.pdf>

Chapter D. Communication Lines

<http://files.asd.md/Bidding Documents/Lot 3/RRP-IFB-Lot-3-p4d.pdf>

Chapter E. Bridges

<http://files.asd.md/Bidding Documents/Lot 3/RRP-IFB-Lot-3-p4e.pdf>

LOT 4: CONTRACT PP3/RRP/W/CB/01/04

“REHABILITATION OF M2 CHIȘINĂU-SOROCA ROAD KM 139+200 – KM 154+352 AND R7 SOROCA-DROCHIA-COSTESTI ROAD KM 3+414 – KM 12+789”

Part I – Bidding Procedures

<http://files.asd.md/Bidding Documents/Lot 4/RRP-IFB-Lot-4-p1.pdf>

Part II – Conditions of Contract

<http://files.asd.md/Bidding Documents/Lot 4/RRP-IFB-Lot-4-p2.pdf>

Part III – Works Requirements

Section VIII – Bill of Quantities

<http://files.asd.md/Bidding Documents/Lot 4/RRP-IFB-Lot-4-p3a.pdf>

Section IX – Technical Specifications

<http://files.asd.md/Bidding Documents/Lot 4/RRP-IFB-Lot-4-p3b.pdf>

Section X – Environmental & Social Management Plan (ESMP)

<http://files.asd.md/Bidding Documents/Lot 4/RRP-IFB-Lot-4-p3c.pdf>

Section XI – Drawings

Chapter A. Road Works

<http://files.asd.md/Bidding Documents/Lot 4/RRP-IFB-Lot-4-p4a.pdf>

Chapter B. Bus Stops

<http://files.asd.md/Bidding Documents/Lot 4/RRP-IFB-Lot-4-p4b.pdf>

Chapter C. Power Lines and Illumination

<http://files.asd.md/Bidding Documents/Lot 4/RRP-IFB-Lot-4-p4c.pdf>

Chapter D. Communication Lines

<http://files.asd.md/Bidding Documents/Lot 4/RRP-IFB-Lot-4-p4d.pdf>

Consultant's Role

The FIDIC Conditions of Contract for Construction, 1st Edition 1999 prepared and copyrighted by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conseils, or “FIDIC”) shall be used as a contractual framework to implement the Works and the Engineer shall be the Engineer in the sense of FIDIC. The duties of the Engineer are defined by the Bidding Documents for the Works and these Terms of Reference.

The Employer

The Employer under the FIDIC Conditions of Contract shall be the Executive Director of Millennium Challenge Account - Moldova 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, of the Technical Specifications.

Description of the Road Rehabilitation Works

The works under the Project comprise the resurfacing and strengthening of existing roads in the area of Moldova north to Chisinau. Safety and environmental protection requirements are included.

The Works include two separate contracts:

- Lot 3: Contract PP3/RRP/W/CB/01/03: “Rehabilitation of M2 Chişinău-Soroca road km 116+000 – km 139+200”
- Lot 4: Contract PP3/RRP/W/CB/01/04: “Rehabilitation of M2 Chişinău-Soroca road km 139+200 – km 154+352 and R7 Soroca-Drochia-Costesti road km 3+414 – km 12+789”

The works will consist of:

- Repairs and reconstruction of the existing road pavement including cold in-place recycling and the application of wearing course of asphalt concrete;
- Rehabilitation of existing bridges;
- Re-establishment of adequate drainage
- Road signs and markings
- Specific road safety features will also be included where appropriate and cost-effective, such as supply and installation of guard rails and pedestrian safety measures in villages along the road.

It is also anticipated that the bulk of the works will comprise cold in-place recycling of the existing road pavement and asphaltic concrete overlays. Additional preparatory works may be required in some areas where full width full-depth reconstruction is deemed necessary. Other sections may require partial full-depth reconstruction along the edges of the existing pavement where edge failures have occurred.

In addition to the recycling, overlay and pavement reconstruction works there will be a limited amount of minor reparation works to shoulders, side drainage and to structures including bridges. New road markings and signs are to be installed, and guard-rails are required in some locations.

ANNEX B

Detailed Description of the Services to be provided by the Engineer

The Services to be provided by the Engineer shall address, inter alia:

1. pre-construction activities
2. administration of the civil work contract
3. approval of contractor's materials, construction techniques and programmes of works;
4. direct supervision of the works and monitoring of progress;
5. supervision of ESMP implementation;
6. technical assistance during works execution.

(1). Pre-construction activities:

- (a) advise the Employer in approving contractor's insurance policies and guarantees;
- (b) approve, when satisfactory, the contractor's Quality Assurance Plan;
- (c) before the start of the works and during the works, facilitate any communication and attend any meeting between contractors 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;
- (d) ensure that environment protection provisions set out in the contract documents (according to details provided in Annex C) are respected;
- (e) ensure that traffic operational safety is met before commencing the works and issue any work plan or drawing in that respect;
- (f) check correctness of co-ordinates and levels of all survey reference markers provided by the Project Designer and require the contractor to make an independent check;
- (g) approve the sources of materials proposed to be used by the Contractor.

(2). Administration of the civil works contract

The responsibility of the Engineer shall be for, but not limited to, the following tasks:

- (a) Financial management of the civil work contract. Based on (i) contractor's programme of works and cash-flow predictions which should be revised at required time intervals and, (ii) upon his own judgment, the Engineer shall prepare monthly, as part of the his monthly reports, disbursement tables showing the status of previous disbursements and a tentative prediction of future disbursements on a monthly basis;
- (b) Administration of the PMIS for management of project correspondence and documents in accordance with the approved PMIS plan and procedures, and timely updates of the records and reports thereof;

- (c) continuous follow-up of the contractor work programmes and monitoring cash-flow in relation to the planned schedules;
- (d) alert immediately the Employer if any change occurs in the progress of disbursements;
- (e) day-to-day measurement and recording of quantities of works carried out by contractors;
- (f) daily recording of work site events in a work site logbook, including health and safety accidents or incidents and/or any TIP incidents;
- (g) recapitulation of quantities of work carried out monthly for each contractual item of work;
- (h) monthly comparison of actual progress against progress as scheduled;
- (i) issue Interim Payment Certificates;
- (j) attendance at periodic site meetings and monthly progress meetings.

The required formats to carry out these tasks shall be prepared by the Engineer and submitted to the approval of the Employer.

(3). Approval of contractor's programmes, construction techniques and materials

The responsibility of the Engineer shall be for, but not limited to, the following tasks:

- (a) approval of contractor's site installation;
- (b) approval of equipment temporarily imported by contractor;
- (c) approval of proposed sub-contractors with the prior agreement of the Employer;
- (d) approval of contractor's proposal for traffic management and safety at work sites for his equipment;
- (e) approval of contractor's proposal for traffic operational safety for road users;
- (f) approval of work programme based on proposed resources, and updated programmes as the case may be;
- (g) approval of the procedures to ensure compliance with the environmental management plan;
- (h) approval of the health and safety procedures;
- (i) approval of quantities and calculations established by contractor;
- (j) approval of corrections/modifications of geometric survey, if required;
- (k) approval of earthmoving scheme for earthworks;
- (l) approval of procedures for construction of drainage works;
- (m) approval of proposed sources of materials;
- (n) approval of construction techniques for structures;
- (o) approval of setting-out of the works;
- (p) approval of establishment of contract management documents;
- (q) comparison of work output actually carried out with that presented in the tender and discuss with the contractor remedy to possible slippage;

- (r) any other activity related to the approval and review of methods of work and methods of management.

(4). Supervising the works

The responsibilities of the Engineer shall be for, but not limited to, the following tasks:

- a) inspect the works to check whether performance complies with specifications and drawings;
- b) witness and approve regular tests of materials and of completed works, and order additional tests if required;
- c) order the removal of improper or substandard work;
- d) control materials incorporated into the works;
- e) examine and attend the measurement of any work that is about to be covered or put out of view before permanent work is placed thereon;
- f) record work site daily events and quantities to pay (subject to geometric and quality tests);
- g) attend to the work inspections carried out by the State Authorities in accordance with the Moldovan Law;
- h) organize provisional and temporary taking-over of works and submit all supervision documents to the taking-over committee according to the Applicable Law;
- i) calculate liquidated damages, if necessary;
- j) inspect the works during the defects notification period;
- k) review and approve the Quality Assurance Plan submitted by the Contractor and check that are implemented in accordance with the specifications; in particular, the Engineer shall verify that all lab tests described in terms of type and frequency are carried out by the contractor's laboratory. The Engineer shall himself check the quality of such tests by conducting separate testing to verify the Contractor's findings;
- l) the Engineer shall promptly analyze the claims submitted by the Contractor, conduct consultations and evaluate them in accordance with the contract;
- m) the Engineer shall immediately report to the Employer any event or dispute which requires the intervention of the Employer and will assist the Employer in resolving any site dispute;
- n) supervise the Contractor in all matters concerning safety and care of works;
- o) issuing of Taking-Over Certificates for partial or substantial completion;
- p) prepare final statement of accounts;
- q) recommend returns of guarantees and retention;
- r) supervise, verify and correct, if necessary, the Contractor's "as-built" drawings.

The Works Contracts contain special **Penalties**²⁰ for the Contractor's failure (i) to comply with the approved Key Equipment Mobilization Plan, (ii) to provide daily update of the logbook in the form approved by the Engineer, (iii) to comply with any of the requirements of the Environmental and Social Management Plan, (iv) failure to comply with any of the Traffic Management Plan, and (v) to comply with any of the requirements in the approved Health and Safety Plan. In addition to these penalties introduced to enhance the control of the Work Contracts' critical parts, pursuant to Section VI 'Conditions of Particular Application', Sub-Clause 14.6 [*Issue of Interim Payment Certificates*] the Engineer shall have right to withhold an IPC if the estimated contract value of the Works included in the Statement in accordance with Subpara. (a) of Sub-Clause 14.3 [*Application of Interim Payment Certificate*] is less than 90% of the planned contract value of the Works executed approved in accordance with Sub-Clause 8.3 [*Programme*].

It should be noted that the main purpose for the application of these penalties and measures is to give the Contractors additional incentives to comply, and avoid noncompliance thereof, with very specific and sensitive requirements, and to make the necessary efforts commensurate with the program to avoid delays in contract implementation and progress. The Engineer shall use his best knowledge, judgment, and experience for the proper and careful determination of the applicability for each particular penalty on the case-by-case basis in order to meet Project goals of timely completion according to the works contracts.

In all such cases, Contractors' noncompliance shall be properly documented by the Engineer.

Taking into account that such approach is not usual under FIDIC Conditions of Contract, **the Engineer is shall provide the proposed approach to application of the penalties in a separate part of Consultant's Methodology under the Technical Proposal.**

(5). Supervision of ESMP implementation

The Engineer's responsibility related to monitoring implementation of environmental, social, health and safety mitigation measures during construction works and Defect Notification Period are provided in Annex C to these Terms of Reference.

(6). Technical assistance during works execution

If during the construction period, field conditions have been exceptionally modified and require accordingly a modification of the related drawings, in that event, the Engineer shall be responsible for the calculation and drawings resulting from the modification. However, if this exceptional situation occurs the Engineer shall request the approval of the Employer by mean of a special report showing the necessity of such amendment. Should the Employer agree with the Engineer's arguments, the Parties shall sign an Addendum to this contract, describing in details additional task to be performed and stipulating remuneration therefore.

The Engineer shall be responsible to assure the quantities and quality of the works associated with such modifications.

²⁰ See Bidding Documents, Section VI 'Conditions of Particular Application' (Sub-Clause 14.16).

ANNEX C

Engineer responsibilities related to supervising implementation of ESMP

Introduction

An Environmental and Social Impact Assessment (ESIA) for M2 was conducted during Feasibility Study financed by MCC. The ESIA was approved in June 2010 by State Environmental Inspectorate of the Moldovan Ministry of Environment. The findings of the ESIA are that the M2 road rehabilitation project supports the objectives of the MCA Moldova: (i) to enhance income levels of the local population through reduced transport costs and cost of goods and services, (ii) to reduce losses to the national economy caused by the poor condition of the roads, and (iii) to reduce road accidents through improved traffic conditions.

A detailed Environmental and Social Management Plan (ESMP) in compliance with Law on Ecological Expertise and Environmental Impact Assessment, MCA Moldova's Social and Gender Integration Plan (SGIP) and MCC Environmental Guidelines and Gender Policy was developed by the Detailed Design Engineer in 2011. The ESMP, as a framework document, describes impacts associated with construction/rehabilitation and operation of the M2 road and proposes mitigation measures to minimize the potential environmental and social impacts. In November 2011 the ESMP was submitted to the State Environmental Inspectorate for final environmental expertise and approval.

The main responsibility of the Engineer is to monitor the implementation of the ESMP and Resettlement Action Plan during construction works and defect liability period in full compliance with national environmental legislation and health and safety requirements.

1. Tasks assigned

The Engineer's responsibility will be to monitor implementation of environmental, social, health and safety mitigation measures during construction works and after the works are finished in order to ascertain that the mitigation measures are implemented in full compliance with ESMP requirements and Specifications. The Engineer is also responsible for monitoring the implementation of the Resettlement Action Plan.

As observed from Figure 1, based on the ESMP, the Contractor shall develop its Contractor's Environmental and Social Management Plan (CESMP) focusing on three key components:

- Site Specific Environmental Management Plan (SEMP);
- Social Management Plan and
- Occupational Health and Safety Plan.

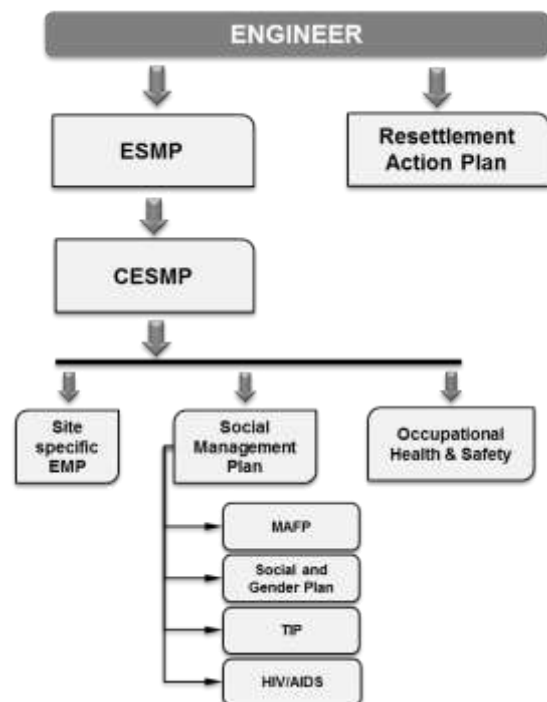


Figure 1: Engineer's responsibility to monitor ESMP and RAP

In addition to monitoring CESMP implementation, the Engineer is required to monitor the RAP as provided in Figure 1.

Prior to start construction works the Engineer shall approve the CESMP.

2. Monitoring implementation of environmental, social, health and safety mitigation measures

The monitoring of ESMP, CEMP, and RAP implementation shall start along with commencement of road rehabilitation works and extended through the contract Defects Notification Period as a minimum and the duration of the Resettlement Action Plan social impact monitoring.

The Engineer shall use CESMP to assess Contractor's compliance with ESMP. As it is deemed necessary, the Engineer may require periodic reviews and updates of the CESMP during the Works.

2.1 Monitoring implementation of Site specific Environmental Management Plans

Detailed description of the SEMP and the Engineer's role in monitoring SEMP implementation can be found in the Specifications.

Prior to start construction works, the Engineer shall review and approve the Contractor's Site Environmental Management Plan prepared for each area, both on and off Site, of direct or indirect environmental impact resulting from operations. For each area, both on and off Site, of direct or indirect environmental impact resulting from operations, the Engineer shall make Site inspection and record (using inspection forms, photo or video records etc) the environmental conditions prior to construction and during construction and defect liability periods.

As described in the ESMP and Specifications, the Contractor's SEMP shall propose a comprehensive monitoring plan including a pre-construction baseline plan. The Engineer will be responsible for reviewing and approving the Environmental Control Provisions describing monitoring schemes, equipment and locations likely to be subject to air, water, soil and noise impacts. The Contractor's approach and methodology to sampling and analysis, as described in the SEMP, shall be approved by the Engineer and shall be in compliance with standard methods and regulations of the Government of Moldova. The Engineer shall also ensure that all analyses performed by the Contractor are done at an accredited laboratory. In this regard, prior to the approval of the monitoring plan, the Engineer shall request from the Contractor official documents demonstrating that the laboratory is accredited in Moldova.

Ongoing monitoring of implementation of the ESMP and SEMP shall be conducted by the Engineer to assess the Contractor's mitigation performance with respect, but not limited only, to:

- Landscape degradation
- Handling and Storage of Hazardous Materials and Wastes
- Spoil and Construction Waste Disposal
- Landslides
- Work Camp/Temporary Yard Operation and Location
- Historic/Cultural Monuments
- Trees

The Engineer shall be responsible for reviewing and approving any additional works/activities such as the installation and operation of any furnaces, boilers or other similar plant or equipment using any fuel that may produce air pollutants.

During construction works, the Engineer is expected to conduct periodic reviews of the SEMP and request the Contractor to update any SEMP as necessary. The Engineer shall request additional samplings and analysis to be performed by the Contractor in order to fully comply with the requirements of the ESMP, national standards and regulations and public complaints.

During defect liability period the Engineer shall be responsible for follow up monitoring that all mitigation measures were in full compliance with CESMP. In particular, the Engineer shall make sure that the number of trees is as specified in the Specifications and that all borrow pits and quarries were rehabilitated completely by the Contractor.

As a part of Final Report, the Engineer shall prepare a detailed monitoring report summarizing all impacts and mitigation measures taken by the Contractor during physical works.

2.2 Monitoring implementation of Social Management Plan

Social impact mitigation measures lies in the responsibility of the Contractor.

The Engineer shall be responsible for expert monitoring and evaluation of the implementation of social impact mitigation measures developed by Contractor under the following plans:

- Mobility and Access Facilitation Plan (MAFP)
- Social and Gender Plan
- Trafficking in Persons Plan, which will include the issue of forced labor and child labor
- HIV/AIDS and STI Plan

Detailed explanation of these plans is found in the ESMP and the Specifications.

The Engineer will collect data and will separately report on the two following MCA Moldova M&E indicators according to Indicators Tracking Table²¹ (ITT) format and schedule:

- Number of trainings on Trafficking in Persons (TIP) conducted by the Contractor
- Number of participants and road safety training sessions conducted by the Contractor

The Engineer shall consult the MCA Moldova Monitoring and Evaluation Plan and MCA Moldova Social and Gender Integration Plan in this sense.

2.2.1 Social Impact Monitoring Committees

Aiming at strengthening stakeholder engagement, increasing transparency and promoting trust, as well as for facilitating communication between Project communities and Contractor, the Engineer shall be responsible for setting-up of Social Impact Monitoring Committees (SIMCs) in each project communities, which may consist of representatives from MCA Moldova, SRA, (head office and respective local offices), other Consultants hired by Employer under the RRP, as the case may be, like RAP implementation Consultants, Rayon/Territorial/Municipal Administrations, and NGOs in the area, representatives from women's groups and NGOs working on gender and combating trafficking of persons. The SIMCs will be formed prior to the beginning of the construction period by the local public administration with guidance and

²¹ Placed on MCA-Moldova web-site: www.mca.gov.md

support from the Engineer. The Engineer, in this regard, shall develop a structure for the SIMCs that address the following issues:

- Description of the SIMC functions, roles and responsibilities;
- Venues and meeting times, and keeping of minutes of meetings;
- Selection of the members of the SIMC based on appropriate selection criteria;
- Communication of the SIMCs with the different Project parties (Engineer, Contractor, RAP implementation Consultants, MCA Moldova, SRA);
- Training or awareness-raising for the SIMCs on CESMP, public consultations, addressing grievances, and other Project issues that may arise;
- Function of the SIMCs in the operation phase.

The Engineer will work with the SIMCs and will get inputs and support from SIMCs in oversight of social impacts. The Engineer shall provide the necessary training to ensure that the SIMCs can serve as a forum for public or stakeholder inputs, questions, complaints, or other contacts, and can facilitate the flow of information from project communities to Construction Contractor(s).

Knowledge about ESMP provisions should be divulged aiming at equipping the SIMC with capabilities for watching the performance of Contractors and for strict compliance with the environmental and social safeguards of the ESMP. The Engineer will receive information from SIMC and shall consult, with the SRA and MCA Moldova to resolve matters which do not fall in the obligation of Construction Contractor(s) as described in the ESMP.

However all grievances and construction-related complaints including environmental and social issues shall be channelled through the duly nominated Engineer's Social Expert and/or Environmental Expert to the monthly meetings held by Contractor and all grievances and complaints related to construction works, non-compliance with ESMP provisions shall be appropriately resolved by Contractor, should these arise from non-compliance with CESMP obligations of Contractor.

Progress of resolving problems shall be reported by Engineer to SIMC at its meeting and to Employer in the respective monthly report.

Accordingly, the Engineer will have the *primary* responsibility for receipt, documentation and investigation of public complaints and reporting on progress in solving them.

2.2.2 Monitoring implementation of Occupational Health and Safety Plan

During construction works the Contractor will develop an Occupational Safety and Health Plan in accordance with general provisions of the ESMP and as specified in the Specifications. The Engineer's role is to review, approve, and monitor such plan to ensure that the Contractor has taken suitable measures with regard to the health and safety of its workers (provision of potable water, lodging, first aid kits), site safety, and accident prevention measures.

It is expected that the Engineer have a strong field presence and shall inspect the security and safety aspects of construction and temporary works to ensure that every reasonable measure has been taken to protect life and property. Engineer shall also train his own staff to comply with health and safety requirements.

2.3 Monitoring of Resettlement Action Plan implementation

A Resettlement Action Plan compliant with WB OP 4.12 and local legislation was developed for M2 road and will guide implementation of the resettlement operation. This RAP identifies all Project Affected Persons (PAPs) and specifies the compensation approach and methodology to restore and improve the livelihood of the PAPs.

The Engineer shall:

- Monitor the payments received, dates, mode of payment for each of the Project affected households;
- Monitor whether the project has reached the absent PAPs and/or their Power of Attorney (POA) designate to receive compensation;
- Monitor the land-for-land cases and verify that the land-for-land cases have been completed by the second quarter;
- Verify that poverty has not increased among PAPs due to resettlement activities;
- Monitor the land renters compensations payment;
- Monitor any relocation as per Resettlement Action Plan;
- Monitor the relocation of wells and shrines along the corridor through site visits, and meetings with project affected villages and construction contractor;
- Review any grievances received and action that the Implementation Consultant and MCA Moldova took.