**TERMS OF REFERENCE**

**Consultancy Services for supporting the technical activities of the RAPID Project**

**Technical Support Expert (Individual Consultant)**

# **1. Background**

The Government of Romania has received a loan from the International Bank for Reconstruction and Development (IBRD) to support the implementation of the Rural Pollution Prevention and Reduction Project (RAPID Project).

RAPID Project is an initiative aimed at addressing environmental challenges in the rural areas of Romania. Focused on mitigating pollution and promoting sustainable practices, the project seeks to safeguard the country's rural landscapes, preserve natural resources, and enhance the overall well-being of local communities.

The Loan 9505-RO for the Project was ratified by Romania by the Law no. 332/2023 on November 7th 2023 and it became effective on December 13th, 2023. The Project closing date is June 30th, 2028.

The objectives of the project are to strengthen the institutional capacity of selected public entities, monitor pollution in agriculture, and transfer knowledge on agricultural pollution reduction to participating farmers. The project consists of three components:

1. **Modernization of Public Institutions:** Enhance the institutional capacity of the Ministry of Environment, Waters, and Forests (MEWF) to monitor, evaluate, and report investments, including those related to environmental aspects of the National Recovery and Resilience Plan (NRRP). This involves increasing the national capacity for monitoring, prevention, and reduction of pollution from agricultural sources in rural areas, including the National Administration "Romanian Waters" (ANAR), the National Phytosanitary Authority (ANF), and the Directorate for Land Consolidation and Land Fund (DÎFFF) within the Ministry of Agriculture and Rural Development (MADR).
2. **Knowledge Exchange and Awareness:** Facilitate knowledge exchange, awareness, and information/innovation transfer to participating farmers. This includes establishing model farms to promote best agricultural practices for pollution prevention and reduction. The project also involves creating national knowledge transfer networks and conducting information and awareness campaigns for the public regarding project activities, including other environmentally-focused interventions funded under NRRP.
3. **Project Management:** Ensure effective project management to oversee and coordinate the various components and activities outlined in the project.

The project aims to create a comprehensive framework for addressing agricultural pollution in Romania, involving institutional capacity building, knowledge dissemination, and active participation of farmers in adopting sustainable practices.

The Ministry of Environment, Waters and Forests (MEWF), through the Project Management Unit (PMU) responsible for the implementation of Rural Pollution Prevention and Reduction project seeks contracting specialized consultancy services of an Individual Consultant – Technical Support Expert - to contribute to and facilitate the development and implementation of PMU’s technical activities.

**Definitions of terms:**

The Project / RAPID – Rural Pollution Prevention and Reduction Project

MEWF – Ministry of Environment, Waters and Forests

PMU – Project Management Unit – represents the unit established within the Ministry of Environment, Waters and Forests, that manages the implementation of the Rural Pollution Prevention and Reduction Project

GD NRRP – General Directorate for the National Recovery and Resilience Plan

ANAR - National Administration "Romanian Waters",

ANF - National Phytosanitary Authority,

DÎFFF - Directorate for Land Consolidation and Land Fund

MADR - Ministry of Agriculture and Rural Development

The Contract – represents the contract to be signed with the awarded Individual Consultant

The Client – is the Ministry of Environment, Waters and Forests through the PMU RAPID

Grants scheme – the Grants scheme under the Component 2 of RAPID Project for investments in farms’ environmental infrastructure

The Technical Support Expert – is the Individual Consultant that will be selected, based on the present Terms of Reference, to support the PMU with the implementation of all the technical related activities under the RAPID Project.

# **2. Objectives of the assignment**

Key objective of the consultancy services: enhancing the capacity of the PMU for project implementation, through providing permanent professional services in the technical field, for the project benefit, in accordance with the provisions of the Operational Manual and the Loan Agreement of the RAPID Project.

# **3. Scope of the Services:**

The Technical Support Expert will closely coordinate his/her activity with the other members and consultants of the PMU. The Technical Support Expert will have the following tasks and responsibilities:

1. Participates in the preparation of RAPID Project action plans, in consultation with the Component 1 beneficiaries, Component 2 implementation calendars prepared at PMU level and/or grants beneficiaries estimates for their procurement procedures and payments requests, in close collaboration with PMU staff;
2. Participates in the preparation, together with the related beneficiaries, of the terms of reference/technical specifications for technical assistance services, training, goods, works, equipment and software for the Project interventions related to Strengthening the institutional capacity of the MMAP (for the NRPP) and increasing the national capacity for monitoring, prevention and reduction of pollution from agricultural sources in rural areas (involving interventions for ANAR, NFA and LIFFF);
3. Provides support to beneficiaries in the preparation of the Concept Notes for the inclusion of goods and software related to Sub-components 1.1 and 1.2 in the Investment List under item "C. Other investment expenditure";
4. Provides technical support and assistance in the evaluation of technical specifications and applications/bids/quotations as well as Expressions of Interest and Proposals under the procurement processes for contracting consultancy services, technical assistance, training, conferences, office equipment, monitoring equipment, vehicles, development of IT applications, software and licences, in accordance with her/his nomination through individual acts, for supporting RAPID implementation;
5. Strengthens the technical capabilities of the Client and of the other Project’s beneficiaries by participating as member in Evaluation and Negotiation Committees;
6. Manages technical assistance contracts, the supply of goods and software, and the preparation of quantitative and qualitative acceptance documentation for the interventions relating to Sub-components 1.1 and 1.2;
7. Maintenance/updating of the Financial Management Information System of the Project and development of new reporting formats as appropriate for RAPID Project;
8. Prepares data referring to the contract management activities to be introduced in the Project’s financial management system and uploads data, as applicable;
9. Collaborates with the other PMU staff in preparing reports requested by MEWF, Ministry of Public Finance, World Bank and internal or external auditors;
10. Supports PMU in the preparation of the documentation needed for the monitoring and evaluation of the RAPID Project, considering the Project indicators and participates at the evaluation and negotiation of offers, as well the reception of deliverables, for all the contracts related to monitoring and evaluation, as need. Further on, collects, aggregate and assess/comments the Projects indicators, in order to be reported to the World Bank and at MMAP level;
11. Collaborates with the other PMU staff in preparing the technical related reporting documents during World Bank’s support implementation missions;
12. Participates at various PMU meetings, including with the World Bank’s representatives and prepares minutes / drafts conclusions of the meetings and proposals;
13. Participates at meetings / workshops / conferences with Component 1 and 2 beneficiaries, presenting the procedures for preparation/updating the technical-economical documentation and offering clarifications.

The Consultant is expected to carry out the following **prior activities** in order to achieve the scope and objectives of the assignment:

1. Examine and get extensive knowledge of the project documents (Project Appraisal Document, Project Paper, Loan Agreement, Project Operational Manual, Project Procurement Plan, Project Action Plan, Grants manual and annexes among others);
2. Meet and work directly with the PMU team, especially the PMU Director, PMU Deputy Director, PMU Procurement Manager and PMU Procurement Staff.

# **4. Consultant’s Profile:**

In order to be able to charge the Client for the activities performed under these terms of reference, the expert must either

1. **be a person authorized under the Law 300/2004 regarding the authorization of individual persons and family associations to carry out independent activities or**
2. **act under a limited liability company or another form of organization that enables him/her to issue invoices for the services provided. In any of the cases, the Consultant should be aware that the services will be provided only by the selected Individual Consultant and no future substitution of the individual consultant who was initially selected, will be permitted.**

**The qualifications and experience required:**

* Academic engineering education;
* A background of at least 5 years in the field of engineering;
* At least 7 years of proven practical experience in the field of project management;
* At least 5 years of proven practical experience in the field of monitoring and evaluation;
* Practical experience in monitoring and assessing internationally-funded projects;
* Relevant practical experience in the field of agricultural pollution;
* Proven practical experience in managing contracts involving collection and processing of agricultural waste;
* Sound knowledge of WB’s monitoring and assessment exigencies and procedures; experience in working with WB will be appreciated;
* Sounds knowledge of project management and of the provision of regulations in place regarding the technical-economical documentations development for public investments are a must;
* Relevant experience in producing various reports to a large number of institutions;
* Advanced PC skills and sound knowledge of the MS Project and MS Office package: MS Word, Excel, Access, Outlook, Power Point;
* Good capacity to communicate with people from different backgrounds and positions, as well as with local and national authorities;
* Good command of spoken and written English is a must;
* Integrity, Proactive, Strong communication and reporting skills and ability to work in multidisciplinary teams.

# **5. Duration of the assignment**

The duration of the contract is until March 31st, 2028 (three months before the current closing date of the RAPID Project), or any other period mutually agreed by the parties, as may be necessary. The contract may be extended, in terms of both time duration and inputs in case the RAPID Project Closing date is extended or in case it is otherwise necessary.

The initial estimated total input under the present assignment is planned to be and it is estimated at **48 months of contract duration** (9 months FY 2024, 12 months FY 2025, 12 months FY 2026, 12 months FY 2027, 3 months FY 2028) x **6 hours/day** x **17 days/month** = **4,896 working hours.**

This initial estimated total input will be finally agreed during contract negotiations subject to Consultant’s availability and the agreed date of the commencement of services.

This planned estimated input is indicative being only an estimation and there will be no need for modifications of the contract through amendments, in order to adapt the working schedule, unless a substantial increase/decrease of monthly inputs will be agreed between the parties during contract implementation. It is estimated that the exact number of working hours per month to fluctuate, in accordance with the workload at the PMU level.

The Work plan will permanently be adapted to the project implementation needs and will be agreed upon between the Consultant and the Client. It will be detailed and carried over in the monthly time-sheets, which will provide a description of the activities carried out, of the deliverables provided and will specify the monthly total inputs effectively and actually performed.

Throughout the implementation of the Contract, the Client and the Consultant will periodically establish the Work plan and the schedule of the following activities, through written or oral communications, including the estimated inputs for the future activities, as needed. The parties will keep track of the total inputs actually provided since the beginning of the contract, the total inputs provided during the reporting month and the remaining inputs out of the total inputs foreseen in the contract – data which will be reflected in the Consultant’s monthly report.

Payments will be calculated and made based on the total number of working-hours actually performed and delivered within each month.

Consultant’s monthly average input will be of about 102 working-hours. Even if the input is foreseen as a part time, the input per working day can normally range between 0-8 hours/day depending on the working schedule agreed between the Client and the Consultant. The monthly work-schedule may also include time periods with full-time input (8 hours/working-day) and time periods with higher or lower than the 8 hours/working day time-input, and also weekends and/or national holidays, if so agreed between the parties.

The consultant is expected to commence performance of the services within maximum one week after contract signing.

The contract will include a probationary period of 30 days, after which it may be terminated through a notification issued by the Client.

# **6.Reporting**

**Monthly Progress Reports**: Based on the work plan mutually agreed with PMU and services actually provided, the Technical Support Expert will deliver a progress report of an entire month which he/she has worked. The monthly progress report will contain at least, but will not be limited to, a list of activities planned and delivered during the reporting period, their progress toward the targets, results of the activities and a corresponding time-sheet. The time-sheet records daily inputs of the Technical Support Expert and it needs to be cleared by the Client’s Representative(s). In case of sensitive activities, the Reports should give general recommendations for potential solutions and approaches for improving or speeding up the processes.

The monthly progress reports will be elaborated in one hard copy as well as in electronic format, in Romanian language. English translations will be provided only if so requested by the Client.

The progress reports will be delivered within five working days as from the last day of each month. All reports will be submitted for the approval of the Client’s Representative(s) and will constitute the basis for the monthly payment made to the Consultant under the contract.

# **7. Institutional arrangements, Data, Local Services, Personnel and Facilities to be provided by the Client**

The Technical Support Expert:

* Will work under the direct supervision of the PMU (overall management), guided technically by the Technical coordinator;
* Will cooperate closely with the Technical Department, as well as with all the other departments of the PMU;
* Will provide support to the Technical Department at PMU’s and also at Project Beneficiaries’ level;
* Will report to the PMU Director and to the Technical coordinator;
* Will cooperate with the World Bank’s Task Team Leader, as well as with WB’s specialists and with specialists from other projects financed by the World Bank;

The Consultant will not at any time communicate to any person or entity any confidential information acquired in the course of the assignment.

All documentation prepared by the Consultant in the course of the assignment will remain the absolute property of the PMU. The Consultant will, not later than upon termination or expiration of the contract for the current assignment, deliver all such documentation to the PMU.

The Client will not pay or reimburse the Consultant for any other costs outside of the fees agreed for in the contract.

**The observance of the Fiscal Code provisions applicable in any of the legal forms under which the Individual Consultant will provide the services (either (a) limited liability company or another form of organization that enables him/her to issue invoices or (b) person authorized under the Law 300/2004) is the sole responsibility of the Consultant.**

In case of travel outside Bucharest for meetings / workshops / conferences, any related costs incurred by the Consultant as for travel, accommodation, per-diem and as such, will be paid against supporting documents (for travel and accommodation) and at the level and in line with the thresholds approved for public administration for per-diem.

The Client will provide access to all relevant information, documents and stakeholders’ contact points to facilitate the implementation of the activities under this assignment, and if needed, equipment and working capital to carry out the tasks included in these Terms of Reference, including access to the PMU’s network resources for working remotely.

For the occasional situations in which the Consultant will carry out activities at the Client's premises, the Client will provide a furnished and equipped office space at PMU’s premises, including access to the Internet and to PMU’s network resources.