**TERMS OF REFERENCE**

**Project Assessment Expert - consultancy for the preparation of the borrower`s implementation completion and result report of the Integrated Nutrient Pollution Control Project (1 individual consultant)**

1. Background

Romania has received a loan from the International Bank for Reconstruction and Development (IBRD) and a Grant from the Global Environment Facility (GEF) to support the implementation of the Integrated Nutrient Pollution Control Project (INPCP) (hereinafter “the Project”) in selected localities vulnerable or potentially vulnerable to the pollution with nutrients. The overall development objective of the Project is to support the Government of Romania to meet the EU Nitrates Directive requirements by (a) reducing nutrients discharges to water bodies, (b) promoting behavioural changes at the communal level, and (c) strengthening institutional and regulatory capacity. The ultimate goal is to reduce over the long-term the discharge of nutrients and other agricultural pollutants into the Danube River and Black Sea through integrated land and water management.

The closing date of the original INPC Project was 31st of May, 2017. Following this original Project, Romania received an Additional Financing (AF) for the (INPC) Project to finance the costs associated with the scale-up nationwide of the original Project activities (original loan - OL), to be implemented over a subsequent period of six years. The Additional Financing for scaling-up was, in general, implemented within the objectives and structure of the Integrated Nutrient Pollution Control Project (INPCP) under OL with slight modifications, intended to reflect the realities of the current situation and lessons learned so far under original INPCP. The Additional Financing was financing works, goods, services and operating costs and includes four components, which are largely the same as in the initial INPCP, with slight modifications: (i) Component 1: Investments in Local Communities to Reduce Nutrient Pollution; (ii) Component 2: Support for Institutional Strengthening and Capacity Building; (iii) Component 3: Public Awareness and Information Support; (iv) Component 4: Project Management.

The INPC Project - Additional Financing was initially planned to be implemented until 31 March 2022, but its closing date was firstly extended until June 30, 2023 and then again until 31st December, 2023.

Upon the closing of the original Project an Implementation Completion and Results Report was prepared.

Before the Project closing (31st December 2023), PMU has the responsibility for the preparation of the Borrower`s Implementation Completion and Result Report, covering both the original Project (2007 – 2017) and the AF (2017 – 2023).

2. Objectives

Key objective of the consultancy services is to prepare a comprehensive Borrower`s Implementation Completion and Result Report (ICR) of the INPCP for its entire implementation period (2007 – 2023) and to support the Bank for the preparation of its own ICR.

3. Scope of the Services:

The Project assessment Expert will have the task and responsibility for the preparation (in English language) of the PMU **ICR report**, with a view at the set objectives and target indicators and in accordance with the Project Appraisal Document, Project Paper on a proposed additional loan, Project Operational Manuals for original Project, Financing Agreements and any further agreed actions – as included in Aide-Memoires and official correspondence with the World Bank representatives, for the period 2007 – 2013.

Thus, the ICR report, shall include, among others, the existent findings of the ICR report for the period 2007 – 2017 and, separately, for 2017 – 2023, as follows:

1. [**Project Context**](#_Toc436674959) (description of the Project context; rationale for the operations; relevance of operations objectives at country, EU and Global level);
2. **Outcomes** (Project Development Objectives (PDOs) and Intermediate Results Indicators (as approved and revised); main beneficiaries per components (as approved and as revised / implemented, including the reasons for the revisions, achievement of PDOs and Intermediate Results Indicators; achievement of the operation’s objectives and of the contribution of the supported activities and outputs to the project’s development outcomes; other outcomes and impacts – as related to environment, gender and social developments, as well to institutional change / strengthening; summary of findings of surveys, workshops and conferences; involvement and impact at international level);
3. **Key Factors that Affected Implementation and Outcome** (during preparation and implementation, including the pandemic caused by COVID-19, inflation, budgetary allocations for the Project implementation and the relevant national legislative framework);
4. **Evaluation of the borrower’s own performance during the preparation and implementation of the Project** with special emphasis on lessons learned on: Project preparation, Implementation framework, Competitive Financing Program ”Investments in Local Communities to Reduce Nutrient Pollution”, Capacity building; Awareness strategy, Knowledge Transfer Networks, Workshops raised issues and conclusions, Ex-post monitoring, Financial arrangements, Procurement, Monitoring and Evaluation, Safeguards policies and other aspects, sustainability of the operations, as may be useful for other operations to be implemented by the PMU under RAPID Project.

Particularly, where appropriate, the Consultant shall include:

* an assessment of the effectiveness of the stakeholder engagement process and any related lessons learned;
* an assessment of the capacity of the borrower to sustain the project's outcomes and impacts beyond the project's lifespan;
* an assessment of the project's gender and social inclusion outcomes, including an analysis of how the project has addressed gender and social inequalities and promoted social inclusion;
* an assessment of the borrower's ability to use monitoring and evaluation data to inform project decision-making and improve project outcomes;
* an assessment of the borrower's ability to disseminate project information and knowledge to relevant stakeholders;
* an analysis of the borrower's capacity to identify and mitigate environmental and social risks associated with the Project implementation;
* an assessment of the borrower's ability to manage Project finances and ensure compliance with relevant financial regulations and procedures.

**Annexes** per components and sub-components (as applicable): Financial allocations, commitment and disbursement; Results framework - PDOs and Intermediate Results Indicators; Final survey results; Cost-benefits analysis.

Deviations from the requested template of the ICR report may be accepted with due justification from the Consultant, if accepted or requested from the PMU.

Further on, the Expert will assist with the preparation of the Bank’s ICR. This will include:

* Responding to the Bank’s requests from information for the preparation of the ICR;
* Participating in ICR discussions among the Bank, the implementing agency, co-financiers and other partners; and
* Providing comments on the Bank’s draft ICR.

The Project assessment Expert will coordinate his/her services closely with the PMU staff.

The Consultant is expected to undertake the following prior activities in order to achieve the scope and objectives of the contract:

* Examine the Project documents (Project Appraisal Document, ICR report for 2007 – 2016, Project Paper on a proposed additional loan, Loan Agreements, Project Operational Manuals, Environmental and Management Plan and Environmental Guidelines under the original Project, Environmental and Social Management Plan and Environmental Guidelines under AF, Monitoring and Evaluation reports, Aide-Memoires);
* Examine the Project Appraisal Document and the Procurement Strategy for the Project “Prevention and reduction of the pollution in rural areas” (RAPID Project);
* Meet and work directly with the PMU team, especially the PMU Director, Coordinator of the Component 1, Financial Manager, Procurement Manager, M&E 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 be either a person authorized under the Law **300/2004 regarding the authorization of individual persons and family associations to carry out independent activities or to 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 n**o substitution of any individual who was initially proposed and evaluated will be permitted**.**

Minimum qualifications requested:

* Master of business administration degree or equivalent, preferably in the following areas: management, public administration, business administration, economics, agriculture, environment or another relevant ancillary area;
* At least 10 years of relevant working experience;
* At least 7 years of practical experience in projects preparation / management /monitoring and evaluation in Romania or internationally;
* Experience in strategic planning, advisory and program/project management services, in project risk assessment and mitigation, preferable on areas like environment, agriculture or rural development;
* Relevant experience in public administration, proven experience working with Government, international organizations and donors;
* Knowledge and working experience with World Bank’s funded projects;
* Advanced PC skills and sound knowledge of the MS Office package: Word, Excel, Outlook, Power Point;
* Good capacity to communicate with people with different backgrounds and positions, as well as with local and national authorities;
* Excellent command of spoken and written English is a must;
* Strong sense of integrity is essential;
* Strong analytical skills, oral and written communication skills;
* Ability to work in multidisciplinary teams.

5. Duration of the Assignment, Reports and Time Schedule:

The total days input of the Consultant is estimated at 50 working-days to be performed within a period of engagement of about 5 (five) months, with deliverables planned to be submitted until November 30th, 2023 and with a duration of the contract which cannot go beyond 31st December 2023 (the closing date of the INPCP-AF Project, wherefrom the contract will be financed). The consultant is expected to start performance of the services immediately after contract signing.

As result of the services, the Consultant shall deliver 3 reports, both in editable version and one hard copy, each containing a description of the work carried-out and with annexes, as follows:

1. First draft of the borrower`s ICR report: submitted for PMU’s team contribution, review and comments, with indicative deadline within 8 weeks as from contract signature, but no later than mid-October 2023;
2. Second draft of the borrower`s ICR report having all the PMU’s comments incorporated, submitted for World Bank’s review and comments, with deadline within 2 weeks after receiving PMU’s comments on the first draft;
3. Final version of the borrower`s ICR report having all the WB’s comments incorporated, within two weeks as from receiving the final WB’s and PMU’s comments on the second draft.

The reports shall also include the support provided for the elaboration of the Bank ICR.

All the Reports elaborated during the assignment will need to be cleared by the Contract Coordinator, aproved by the PMU Director and finally by the Commission nominated through Ministerial Order for the quantitative and qualitative reception of the Consultant’s services and reports.

The reports will be elaborated in English.

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

The Client will provide access to all relevant information, documents and stakeholders’ contact points to facilitate the implementation of the activities under this assignment.

The Project Assessment Expert:

* Will work under the direct supervision of the PMU’s Director (overall management), and closely cooperating with the Coordinator of the Component 1, Financial Manager, Procurement Manager, M&E staff;
* Will report to the PMU Director;
* Will cooperate closely with the World Bank Task Team Leader, as well as with WB’s specialists and with specialists from other projects financed by the World Bank, in the field of project management;
* Will cooperate with specialists and members of the teams established within the beneficiary institutions of the INPCP, both under OL and AF.

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 present 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.

During the contract implementation there will be no dependency or subordination relationships of the Consultant to the Client.

The working program will not be imposed by the Client but will be chosen by the Consultant provided that the latter will comply with all deadlines for completion of the allocated tasks.

Activities will not take place exclusively at the Client’s premises but in any place chosen by the Consultant. Nevertheless, considering the nature of activities, the Consultant is expected to devote sufficient time for working directly at the PMU office, and he/she will participate in regular meetings with PMU team during its working program.

The Consultant should use his/her own equipment and working capital to carry out the tasks included in this Terms of Reference.

The Client will not pay or reimburse any of Consultant’s costs outside of the payments agreed for in the contract. Remuneration Fee rate will also include all the “reimbursables” type expenses incurred by the Consultant during the delivery of the services.