

ALBANIA

Climate Resilience and Agriculture Development Project

Contract Awarded

For the attention of Consultant's authorized representative

Name: **J-V GAUFF GmbH & Co. Engineering KG & GR Albania sh.p.k.**

Email Address: gauff-nue@gauff.net

DATE OF TRANSMISSION: This Notification is sent by: **Hand on November 12, 2024**

Notification of Award

Client: **Ministry of Agriculture and Rural Development (MARD)**

Contract title: **Design review; engineering, construction supervision and quality control for Divjaka and Mursi irrigation schemes (two sites)**

Country: **Albania**

Loan No. /Credit No. /Grant No.: **94890-AL**

Reference no.: **AL-MARD-389921-CS-QCBS**

This Notification of Award notifies you of our decision to award the above contract.

The successful Consultant and summary scope of contract

Name:	J-V GAUFF GmbH & Co. Engineering KG & GR Albania sh.p.k.
Address:	<i>Passauer Str. 7, 90480 Nuremberg, Germany</i>
Contract price:	Euro 79,915 Euro and 18,508,285.95 ALL excluding VAT 20%
Duration:	22 months.
Method of Procurement/Selection:	QCBS
Summary scope of contract:	The MARD seeks the Consulting Services of a qualified consulting firm/consortium with the objective to assist MARD with the Design and Construction Supervision of the Civil Works for the “ <i>Modernization and Pressurization of Divjaka & Mursi - Janjar Irrigation schemes</i> ” covering an area of 500ha and 2,200ha respectively, including Divjaka water source water quality monitoring & assessment, design review, changes,

improvement, and/or additions to original drawings when necessary, monitoring, inspection, and reporting activities of standard supervision. The Consultant will be responsible for providing qualified professional and supporting staff and all necessary services required for the efficient cost effective and timely execution of the Consultancy Services.

1. SCOPE OF SERVICES AND TASKS (COMPONENTS)

To achieve the objectives of this assignment, the Consulting Company in charge for Design Review and Civil Works Supervision shall generally perform the following tasks/activities to the satisfaction of the Client and standard engineering practices as outlined below. The Consultant shall provide full Supervisory services during the execution of the Civil Works, extended, also, from time to time during the Defects Liability Period (DLP), as necessary.

- Prepare monitoring and assessment report on Water Source Quality for Agriculture of Divjaka Pilot Irrigation Scheme.
- Because original detailed implementation drawings and BoQs were developed 5 yrs ago there is a need to review and update drawings and costs to reflect possible adaptations of technical solutions and cost estimate. The Consultant will update the original drawings and design new additional infrastructures if needed. The Consultant will assist the MARD in preparation of revised Bill of Quantities (BoQs) part of Bidding Documents.
- The Consultant will carry out supervision of the civil works contract. The consultant's team must be designed and fully specified in the Technical Proposal to provide for both overall management and supervision of the works contract. Details of the invitation/evaluation of proposals are given in the Request for Proposals
- This supervision service comprises working with the contractor to ensure an orderly start-up and timely execution of the works; a full array of quality assurance activities; certification of payments; co-ordination with stakeholders; contract administration; changes and improvement to the original designs for problems encountered; improvement of the design; development of variation orders as needed, including scoping, independent pricing, and negotiation; communication and facilitation of communication among all necessary parties and reporting monthly progress;
- The Consultant shall, through its supervision team and central support resources, assist the Client in all contract management tasks, including the preparation for, the execution of, and the taking over of any elements of the works
- It is envisaged that the assignment would be carried out according to the duration of the works for modernization and pressurization of

Divjaka & Janjar - Mursi Irrigation schemes. The Consultant Company is also required to be available periodically during the 12 months Defects Liability Period (DLP)

- The invited Consultants should submit their staffing details for supervision of the Civil Works Contract as mentioned in the Request for Proposals.

1.1 DUTIES & RESPONSIBILITIES OF THE SUPERVISION CONSULTANT

In assisting the Client for satisfactory completion of the construction of the Civil Works, the assignment is divided in 2 (two) phases: (i) Review and update the original detailed drawings and BoQs and assist the MARD in the preparation of Bidding Documents for Civil Works, and (ii) Supervision of the Civil Works. The Consultant shall undertake but not limited to the following duties:

I. Phase 1 – Review and update the original detailed designs and conduct a water quality monitoring and assessment, including proposing remedial measures of the Divjaka irrigation scheme.

✓ During this phase, the consulting company will review and update the original detailed drawings and BoQs. The Consultant will also assist the MARD in preparing Bidding Documents for the Civil Works.

✓ During this phase, the consulting company will conduct and deliver an agriculture water quality monitoring and assessment of the Divjaka Pilot Irrigation Scheme. The results of the assessment should meet the water quality requirements for agricultural irrigation under “Water Quality for Agriculture” FAO Irrigation and Drainage Paper 29, Rev.1 Reprinted 1994. In case the monitoring reveals that the water quality doesn’t meet required standards, the Consultant should formulate recommendations on how to address this issue.

The duration of this phase is 3 (three months)

II. Phase II - Supervision of civil works

✓ The Supervision Consultant will monitor the Works Contract and ensure that contractual clauses whether related to quality or quantities of work, are respected. It will make the necessary measurements and control the quality of works, and will co-ordinate all engineering decisions, including changes, improvement, and/or additions to the original designs, if necessary, required for the proper implementation of the contract.

However, the Supervision Consultant will seek approval of the MARD to:

- (a) issue any Variation Orders (VOs) with financial implications, including negotiation of the proposed new prices (if any), except

	<p>in an emergency, as reasonably determined by the Supervision Consultant</p> <ul style="list-style-type: none"> (b) issue variations in work quantities (c) sanction additional items, sums or costs (d) approve the subcontracting of any part of the works; and (e) approve any extensions of the time for completion. <p>✓ The Supervision Consultant will carry out the following tasks, consulting with the Client (MARD) as appropriate:</p> <ul style="list-style-type: none"> (a) design additional structures where needed and update the original engineering design (prepared by a separate consultant), prepare all necessary improvements, changes and/or additions to the original designs, if necessary (b) issue the orders to commence the works (c) administer the civil works contract, approve the materials and quality of the works in accordance with the contract specifications (d) approve the Contractor's work programmes and progress schedule and if required suggest modifications (e) approve method statement and the sources of materials and monitor the Contractors' laboratory testing (f) Inspect and evaluate the contractors' establishment including in particular the facilities to ensure compliance with the terms and conditions of the Civil Work Contract (g) approve the Contractor's working construction drawings including variations thereof, approve the setting-out of the works and give instructions to the contractor in this regard (h) prepare changes to original designs for problems encountered during construction and expeditiously issue supplementary drawings, if needed (i) Evaluate design changes and/or value engineering proposals against appropriate criteria, to ensure environmental, social and health and safety risks and impacts are given due consideration (j) ascertain and determine by measurement the value of the works in accordance with the Contract, site measurement of the works and preparation of the work progress instalments. (k) issue Interim Payment Certificates (IPCs) for monthly payments, as well as the Final IPC and certify completion of parts or the totality of the works. In order to avoid delays, prior to signing by all responsible persons, the IPCs shall be firstly submitted as drafts (electronically) for review. Once the adjustments (if any) were carried out, then the IPCs will be signed by all responsible
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	<p>persons and will be submitted for payment execution</p> <ul style="list-style-type: none"> (l) order site testing and procedures, such as geometrical dimensions, soil density and water content, grout and concrete mix quality control, and commissioning procedures are specified in the contract. (m) Inspection and assessment of equipment such as electromechanical equipment's, valves, gates, pipes to ensure that these items are manufactured off site. The inspections can be handled either by the Consultant or by an accredited inspection agency on his behalf. Further inspections take place on arrival at site to be sure that any eventual damage in transit is rectified as soon as possible. (n) supervise material testing in the Contractor' site laboratory and in-situ. (o) have the possibility of carrying out independent tests, in situ or lab, for checking soil properties, construction materials, concrete structure strength, contraction appurtenances and equipment etc. (p) ensure that all site activities follow the requirements of the MARD in all matters related to the Environmental and Social Management Plan (ESMP) and Maintenance Programme as specified in the works contract, avoiding potential environmental impacts (q) inform and advise the MARD on all matters related to the execution of the works contract including processing of the Contractor's claims and submit if necessary confidential reports on the claims (r) prepare the "<i>As-built</i>" drawings throughout the duration of the Works Contract and at the end of the contract, two hard copies have to be furnished to MARD and in addition one copy will also be submitted on CDs (s) Give all necessary instructions to the Contractor, providing that the Supervision Company shall not, without prior approval of the Client, give any instructions which, in the opinion of the Engineer are likely to increase the contract amounts or change the conditions of contract (t) In addition, Monthly Progress Meetings will be held regularly with Contractor, recommended in the site. During these meetings, formal minutes will be taken by the Supervision Consultant and distributed to the MARD and Contractor (u) Carry out the necessary inspections, shortly before the end of the construction period and determine the remaining works to be completed
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(v) During the Defects Liability Period, the Consultant will carry out 4 (four) inspections and prepare the brief Inspection Reports on any issues or defects identified/repared by the contractor.

- ✓ The Project Manager/Team Leader and the resident staff are under overall management of the Supervision Consultant (the Engineer) and shall carry out such duties and exercise authority as may be delegated to them by the Engineer. The main responsibilities of the Project Manager/Team Leader and Supervision Team are to:
- (a) inspect the performance of works in compliance with specifications; order, supervise or perform tests on materials; and approve or disapprove the contractor's plant and equipment
 - (b) check systematically the progress of the work, examine and attend the measurement of any work that is about to be covered, and order, if required, uncovering of unsatisfactory works and its satisfactory reconstruction
 - (c) check Contractor's invoices, claims and other statements with respect to arithmetical errors and compliance with the contract
 - (d) supervise the Contractor in all matters concerning safety and care of the works, and direct operations in case of an emergency situation affecting the safety of life, of the works, or of adjoining property
 - (e) verify and, if necessary, arrange correction of the Operating and Maintenance manuals supplied by the Contractor; and
 - (f) carry out such duties, as may be delegated in writing from the Supervision Consultant, under the terms of the Contract.

When the works are satisfactorily completed, the Supervisor in collaboration with Civil Works contractor will prepare all completed (Final) documentations (6 copies) of the executed works and will ensure that contract files are kept with all applicable documents and that their copies are shared with the Client and respective Municipalities and Fieri Irrigation & Drainage Enterprise. The completed documentations should be submitted to the Client before taking-over of the investments.

The Supervision services shall be extended periodically during the Defects Liability Period (12 months), as necessary. The Supervision Company shall inspect the completed works within the term covering his contract, prepare lists of deficiencies (if any), and carry out supervision of the remedial works, and issue the Defects Liability Certificates/Final Taking-over Certificates after the rectification of notified defects by the Contractor.

The duration of the civil work contract will be 18 (eighteen) months, including 8 (eight) months after civil works contract signed for civil works for Divjaka

	scheme and 18 (eighteen) months after civil works contract signed for civil works for Mursi scheme.
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