

Section 7. Terms of Reference

SOMALIA ROAD INFRASTRUCTURE PROGRAMME -ADDITIONAL FINANCING- (HoA – SOMALIA – DJIBOUTI – ETHIOPIA CORRIDOR)

TERMS OF REFERENCE FOR DESIGN REVIEW AND CONSTRUCTION SUPERVISION OF UPGRADING OF BELED WEYNE–KALABEYR ROAD (22KM)

1. BACKGROUND

The Federal Government of Somalia has applied for additional financing from the African Development Fund (ADF) towards the cost of the Somalia Road Infrastructure Programme - Additional Financing- (HoA – Somalia – Djibouti – Ethiopia Corridor). The Ministry of Public Works, Reconstruction and Housing, Somalia (MPWRH), being the implementing agency, intends to apply part of the agreed amount for this grant to eligible payments under the Contract for Consultancy Services for Construction Supervision of Upgrading of Beled Weyne–Kalabeyr Road (22km).

The proposed project is to be upgraded to bituminous standard including 7.3m carriageway, 2m wide double surface sealed shoulders, bridgeworks, drainage, culverts, earthworks and other ancillary works. The consultant shall be required to render all technical services relevant to the assignment and to conscientiously fulfil, to the highest professional standards, the role of the Engineer throughout the project execution. Detailed description of the consulting services to be performed is described in this Terms of Reference (TOR).

2. OBJECTIVES OF THE ASSIGNMENT

The overall objective is to supervise the upgrading of Beled Weyne – Kalabeyr (22km) to bituminous standard. The constructed road will facilitate movement of persons, goods and services, boost trade and economic activities among the communities as well as reduce travel time, vehicle operating cost and transport costs.

The provision of Consultancy Services for supervision is conditional on the signature of a Contract for the construction of the roadworks with a suitably qualified Contractor. In the event that no Works Contract is awarded, the Consultancy Services Contract will not be awarded.

The Consultant shall conscientiously to the highest professional standards supervise on behalf of the Employer the construction of Beled Weyne – Kalabeyr (22km) to bituminous standard throughout the entire time for completion of the works, with a follow-up after taking over. In performing the role of the Engineer as set out in the *Federation Internationale Des Ingenieurs – Conseils* (FIDIC) “Conditions of Contract for Building and Engineering Works Designed by the Employer” (“Red book”) Second Edition 2017 and the “Particular Conditions” of Works

Contract, African Development Bank (AfDB) and the amendments and additions to such General Conditions, it will be the Consultant's responsibility to ensure that the Works are executed:

- i) in accordance with the Standard Technical Specifications and Special Specifications, and Engineering Drawings, or any amendments thereto;
- ii) by taking cognisance of the environment and ensuring that negative environmental and social impacts are minimized while maximizing the positive impacts, as provided in the Environmental and Social Management Plan (ESMP) for the project, and also to ensure that environmental and social safeguards including any resettlement are carried out fully in accordance with the Federal Government of Somalia and the AfDB Integrated Social Safeguards (ISS) requirements
- iii) by optimising the use of available resources to minimise costs to the Employer and/or to maximise the quality of the works and/or to expedite execution of the works.
- iv) so far as is reasonably possible, within the contract price and time for completion allowed under the Contract or any agreed amendments thereto

NB: The Consultant must obtain from FIDIC (at their cost) an original copy of the **FIDIC ("Red Book") Second Edition 2017. "Conditions of Contract for Building and Engineering Works Designed by the Employer"**.

The responsibilities delegated to the Consultant will call for the Services listed below, without, however, being necessarily and strictly restricted to the items identified:

- 1) preliminary services
- 2) review of work programs and monitoring of the adherence to these programmes
- 3) verification of designs prepared by the Contractor
- 4) review changes to the design requested by the Employer
- 5) verification of quality and quantity of works performed and materials used;
- 6) verification of measurements and issuance of interim payment certificates;
- 7) advise on problems arising during the execution of the works;
- 8) monitoring of sound use of resources and protection of the environment;
- 9) services regarding monitoring of performance indicators
- 10) organisation of HIV/AIDS and road safety awareness campaigns;
- 11) environmental and social obligations
- 12) coordination meetings and coordination with third parties (e.g. public utilities, traffic management/police, local government, water management bodies, etc.);
- 13) analysis of claims submitted by the Contractor;
- 14) "as-built" drawings/records, manuals and maintenance logs, health & safety file
- 15) provision of services at Taking Over and during the Defects Notification Period;
- 16) preparation of prescribed reports and special reports as detailed in this Terms of Reference

3. SCOPE OF THE WORK

3.1 Project Description

The project involves design review and construction supervision of upgrading of Beled Weyne – Kalabeyr (22km which is located in Hirshabelle, Somalia; the road is part of the North–South

Corridor connecting Mogadishu to the Ethiopian border. Fig.1 below is a map showing the project location.

The carriageway will be 7.3m wide, the surface (wearing) course will be constructed of 5cm thick asphalt concrete; 2m wide double surface-sealed shoulder will be constructed either side of the carriageway edge. Works to be executed include *inter alia*, earthworks, construction of drains, concrete pipe culvert and concrete box culvert, bridgeworks (a total of 6 new reinforced concrete bridges of various lengths and spans; namely: 5 new bridges constructed adjacent to the existing bridges, and demolition of one existing bridge and replacement with a new bridge), signage and other ancillary works. Resettlement of communities in the immediate vicinity of the project is envisaged.

The duration for completion of the construction works including mobilisation period shall not exceed 18 months. This is followed by a Defects Notification Period (DNP) of 365 days (12 months).

Somalia has periods of dry season (*Jila*) December–March, and rainy season April–June (*Gu*), July–September (*Xagga*) and October–November (*Dayr*). Somalia is generally hot all year round. Its vegetation and climate are a mix of savannah, tropical climate, arid and semi-arid climates. Somalia has littoral plains and highland; its terrain is undulating. Somalia has the longest coastline in Africa.

The weather windows provide windows for carrying out civil engineering construction works, roadworks (e.g., earthmoving window, asphalt work window, concrete work window).

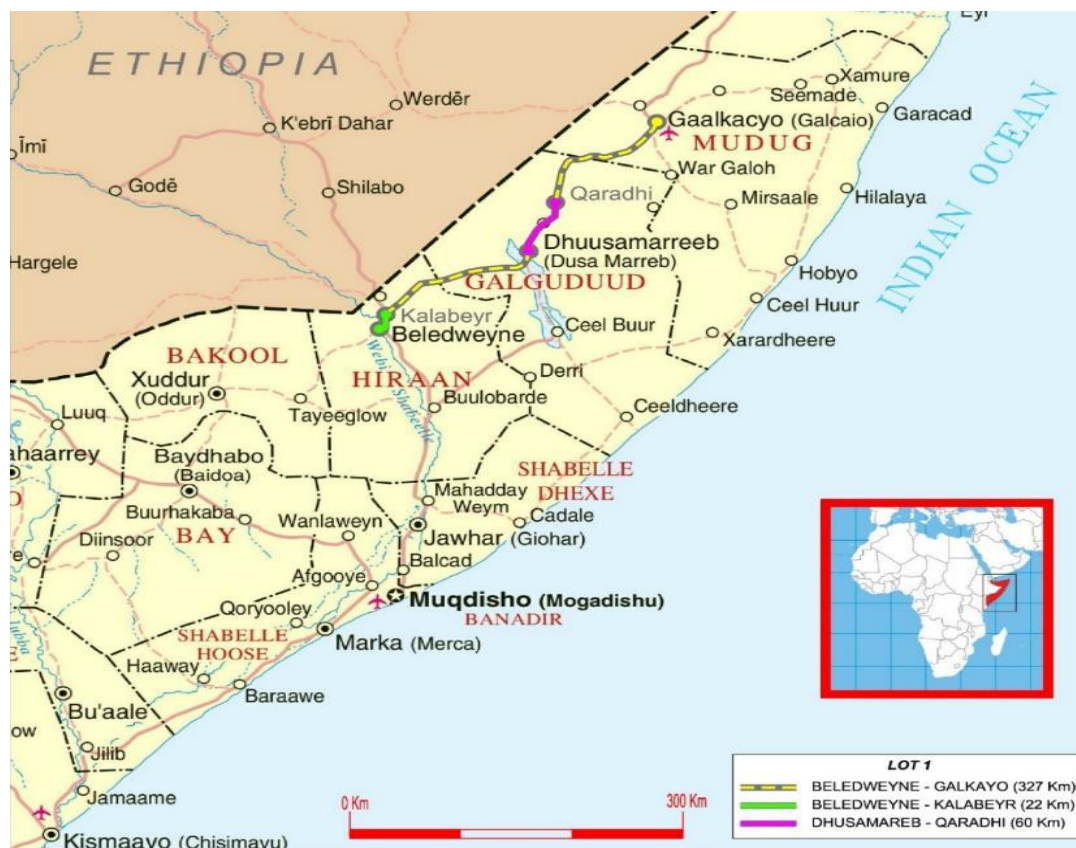


Fig. 1: Location Map of the Project

3.2 Preliminary Services

The Consultant shall acquaint himself with the engineering design reports, the bidding documents together with all the bid addenda and the bid submitted by the selected Contractor.

The Consultant shall review the documents and inform the Employer of any errors or shortcomings he finds in the documents mentioned above and shall propose solutions for consideration by the Employer.

Immediately the works execution commences and at 6 monthly intervals thereafter, and immediately prior to final hand-over and acceptance of the whole of the Works as complete, the Consultant will conduct 2 days 24 hour and 5 days 12 hours traffic counts. The results and analysis shall be presented in the Inception Report, Draft Final Report and the Final Report.

3.3 Review of Work Programmes and Monitoring of Adherence to The Programmes

The Consultant will review the Contractor's initial work programme and any revised work programme and give the Contractor a Notice of No Objection or reject the work programme (that is either unrealistic, or is unacceptable for other major considerations) and give a Notice stating the extent to which it does not comply with the Contract or ceases to reflect actual progress or is otherwise inconsistent with the Contractor's obligations.

The Consultant will monitor the implementation of the programme. Where slippage of programme occurs, the Consultant will request the Contractor to propose a revised programme to ensure completion within the prescribed Contract period.

Also, the Consultant will review the Contractor's schedule of plant/equipment and labour for the rehabilitation works as submitted by the Contractor together with a related projection of payments and resulting cash flow. Where appropriate the Consultant will request clarification without, however, imposing any modifications.

The Consultant will review the measures proposed by the Contractor with respect to traffic diversions and traffic management, and will ensure that disturbance of normal traffic flows is limited to the extent possible. The Consultant will ensure that the measures proposed will ensure the safety of the road users.

In the event of disputes arising of whatever nature that could have a negative impact on the construction programme, the Consultant will ensure that the Employer is timely informed.

3.4 Verification of Designs Prepared by the Contractor

Following receipt of any Contractor's detailed design for review in accordance with the requirements of the works Contract, the Consultant will prepare and submit to the Employer's

Project Coordinator a report on buildability, maintenance and operation of the element. The report shall draw attention to any difficulties in construction, maintenance and operation which the Consultant considers might be encountered.

The Consultant will advise the Employer on the effect of changes proposed by the Contractor on the quality, cost and programming of the works.

3.5 Review Changes to the Design Requested by the Employer

The Consultant will review changes contemplated by the Employer and determine the impact on cost, quality, time and the works programme. Also, the Consultant will advise the Employer on any modifications the Consultant deems fit and proper as well as the impact on quality, cost, time and the works programme.

3.6 Verification of Quality and Quantity of Works Performed and Materials Used

3.6.1 Setting out of the works

The Consultant will verify the adequacy of the primary setting out, as completed during the Detailed Engineering Design, with the Contractor. The benchmarks established during the Detailed Engineering Design will be recovered and will be the base for the detailed setting out of works. The Consultant shall analyse the results of the detailed survey and setting out of works and will verify the coherence with the works drawings. The Consultant will ensure that adequate references will be established for the verification of quantities to be brought into the works.

The Consultant shall ensure that an adequate record of measurements is kept for the purpose of establishing accurate as-built drawings/records and that a sufficient number of fixed monuments be consolidated as a permanent reference of coordinates. Particular attention will be given to the establishment of stable reference points in areas where settlements are to be expected.

3.6.2 Quality of materials

The Contractor will test all materials to be used for the works prior to incorporating them in the works. The Consultant will verify the quality of these materials in accordance with the Conditions of Contract and the Technical Specifications in particular.

The Consultant will ensure that all testing is undertaken by trained staff of the Contractor in a suitably equipped laboratory with correctly calibrated equipment applying standard testing techniques following correct procedures. Appropriate witnessing of tests will be made by the Consultant.

Particular attention will be paid to possible contamination of materials from uncontrolled sources, e.g. organic pollution and acidity of water for concrete mixes if no piped water is available.

Tests for which the site laboratory does not have the equipment required may be carried out

in third party laboratories under the relevant stipulations of the conditions of the Works Contract and shall be paid through the Works Contract.

3.6.3 Quality of works in all its phases

The Consultant will verify that all works are carried out in conformity with the Specifications. The Consultant will request the Contractor to issue written method statements to both the Contractor's foremen and the Consultant's inspectors for each relevant action and shall ensure that the work methods agreed are strictly adhered to.

The Consultant will ensure that all tests required are carried out and that samples provided for testing truly represent the quality of the materials brought into the works. Types of tests and their frequency will be requested in accordance with good engineering practice as specified in the Contract. A systematic record of all tests performed will be kept in such manner that all test data are accessible for systematic and statistical analysis.

3.7 Verification of Measurements and Issuance of Interim Payment Certificates

The Consultant and the Contractor will measure jointly all works completed, using mutually agreed methods and frequencies. Wherever the Consultant deems fit, additional verifications of the measurements will be undertaken.

In addition, the Consultant and the Contractor will estimate jointly and on a weekly basis the progress of the works. Towards the end of each month, the joint measurements will serve to establish the quantities actually executed by the Contractor in accordance with the Contract and amounts payable to the Contractor's Interim Payment Certificate (IPC) for that period.

The Consultant will finalise at regular intervals all measurements taken and agreed with the Contractor for well-defined and completed sections of the works and will elaborate accounts for these works. The accounts thus created will constitute the basis of the final accounts to be elaborated in "Draft Final Statement".

The Consultant will review the Contractor's "Statement at Completion" and supporting documents and application for Interim Payment which the Contractor shall submit within 84 days after the Date of Completion of the Works and then issue an Interim Payment Certificate (IPC) as appropriate.

The Consultant will review the "Draft Final Statement" [which the Contractor shall submit within 56 days after the issue of the "Performance Certificate" (PC)], agree "Final Statement" or "Partially Agreed Statement" as the case may be, receive from the Contractor the "Final Statement" or the "Partially Agreed Final Statement" (as the case may be), and a "Discharge" which confirms that the total of such Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract.

Within 28 days after receiving the "Final Statement" or the "Partially Agreed Final Statement" (as the case may be), and the "Discharge", the Consultant will issue to the Employer (with a copy to the Contractor), the "Final Payment Certificate" (FPC) as appropriate.

The Consultant will routinely, and at not more than quarterly intervals, advise the Employer of the estimated total cost to completion of the works and expected completion time.

3.8 Advice on Problems Arising During the Execution of the Works

In the event that problems of an architectural or engineering nature arise during the execution of the works, the Consultant will address these problems and suggest solutions.

In the event that the nature of these problems will justify so, they will be subject to a special report to the Employer. Any instruction to the Contractor providing a clarification of, or a variation to specifications and/or drawings will be given in writing. Instructions shall be issued in respect of variations to specifications and/or drawings. Any verbal instructions given by the Consultant to the Contractor will be confirmed (CVI) in writing.

These instructions will need prior consent by the Employer in the event they will give rise to additional expenditure and/or an extension of the time for completion (subject to the extent of the delegation of powers by the Employer).

Problems of a non-engineering nature will be brought to the attention of the Employer, who will decide whether these problems can best be analysed on site by the Consultant or referred to other competent bodies.

The Consultant will not be requested to deal with problems regarding land acquisition, right of way and damage to third party property and will only play a coordinating role with respect to problems regarding public utilities and traffic management outside the project site, unless these problems relate to the Contractor's diversion roads.

3.9 Monitoring of Sound Use of Resources and Protection of the Environment

At the Detailed Engineering Design stage of this project, environmental and social impact studies were carried out and an environmental and social management plan (ESMP) was developed for the site.

The Consultant will monitor human and material resources mobilised by the Contractor and keep a comprehensive record of these resources and the use made thereof. In the Consultant's periodic reporting, the Consultant will relate resources mobilised and works performed. Unbalanced resources or discrepancies between projected outputs and works performed will be brought to the attention of the Contractor.

The Consultant will take all reasonable steps to ensure that the Contractor does not start execution of any element of the works for which there is no Health and Safety plan in place.

The Consultant will ensure that the Health and Safety Plan developed by the Contractor is applied and that a Health and Safety file is maintained by the Contractor. On completion of the works Contract, the Consultant will receive the Health and Safety file, examine it and

transmit it to the Employer with his comments.

The Consultant will monitor the environmental impact of the works (with respect to the ESMP) and issue the necessary instructions to the Contractor whenever avoidable damage to the environment occurs or is likely to occur. In particular, the Consultant will monitor the implementation of the environmental management plan prepared for the project and maintain appropriate records to ensure compliance with statutory requirements and ensure that the environmental agency concerned provides any necessary compliance certificates.

Particular attention will be paid to the following recommendations for environmental protection during implementation of the project:

- Ensure planting of trees along the road and on landscapes as per the Contract and keep records of the number of trees planted
- minimise water and soil pollution caused by runoff waters;
- minimise noise and dust levels;
- shape and landscape all borrow pit and quarry sites;
- minimise the risk of soil erosion, stabilise embankments, slopes and the inlets and outlets of culverts;
- locate camps to an area so as to minimise disruption to local population, fauna and flora and watercourses; provide adequate drainage facilities and treatment of sewage and waste disposals and ensure that camp areas are dismantled and rehabilitated once construction is completed.

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3.10 Services Regarding Monitoring of Performance Indicators

The Consultant in conjunction with the Employer will undertake measurements of performance indicators at the beginning of the project, at half-way through the project implementation period, and at the end of the project. Furthermore, the Consultant will carry out the following tasks:

(a) establish baseline indicators (at the start and the end of the Project); collect data and report on the following:

- (i) transport costs and travel time for specific types of vehicle and trips
- (ii) transport fares and freight charges
- (iii) accident rates
- (iv) accessibility index
- (v) jobs estimated to be created during construction and maintenance period;
- (vi) gender empowerment, and
- (vii) HIV/AIDS and STI prevalence.

The Employer and the Consultant will discuss and agree on the data collection before commencing the assignment.

(b) Traffic count surveys: The Consultant will carry out manual classified count surveys in one (1) year along the project road. The counts should be of seven consecutive days' duration for 12 hours (07h00-19h00) and should distinguish between the following vehicle types:

- (i) Car (sedan, saloon, estate)
- (ii) Utility vehicle (pick-up, four-wheel drive);
- (iii) Minibus (having a capacity of not more than 14 passengers);

- (iv) Conventional bus (with a capacity of more than 20 passengers);
- (v) Light truck (2 axles, gross vehicle weight of not more than 5 tonnes);
- (vi) Medium truck (2 or 3 axle, gross vehicle weight of between 5 and 10 tonnes);
- (vii) Heavy truck (3 or 4 axle, gross vehicle weight of up to 20 tonnes);
- (viii) Articulated truck (4 plus axles, gross vehicle weight of more than 20 tonnes).

Within the 7-day period at least one-night count will also be carried out in order to obtain a 24-hour count total and night factors. Counts should be carried out in the neutral months of the year, avoiding times of school vacation, agricultural harvests and national holidays. Such traffic count surveys are to be conducted at the following intervals:

- during the mobilization period, immediately prior to the civil works beginning;
- at completion of the civil works, after opening of the completed road and,
- one year (12 months) after opening of the completed road to traffic.

(c) Travel time surveys: The Consultant will undertake travel time surveys along the entire section of the project. The surveys will be carried out on two separate weekdays and will comprise four round trips using a saloon car, utility (pick-up) vehicle or four-wheel drive vehicle during the morning peak, afternoon peak, evening peak and afternoon off-peak period. Such travel time surveys are to be conducted at the following intervals:

- during the mobilisation period, immediately prior to the civil works beginning;
- at completion of the civil works, after opening of the completed road and,
- one year (12 months) after opening of the completed road to traffic.

The costs for carrying out traffic count surveys and travel time surveys are deemed to be included in the Consultant's fees in the financial proposal and no separate payment will be made.

3.11 HIV/AIDS and Road Safety Awareness Campaigns

The Consultant will ensure that the Contractor organises regular HIV/AIDS and Road Safety awareness campaigns that reach workers and staff and communities in the project area. The Consultant will monitor the implementation of these campaigns by the Contractor. The Consultant will keep records of the number of persons that benefitted from the HIV/AIDS, health and road safety education and training.

3.12 Environmental and Social (ES) Obligations

The Consultant shall:

review the Contractor's Environment and Social Management Plan (C-ESMP), including all updates and revisions at frequencies specified in the Contractor's contract; review all other applicable contractor's documents related to ES aspects including the health and safety manual, security management plan and SEA prevention and response action plan;

undertake as required, audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities under its contract to verify the Contractor's compliance with ES requirements (including where appropriate its SEA obligations);

review and consider the ESHS risks and impacts of any design change proposals and advise if there are implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements;

undertake audits and inspections of Contractor's accident logs, community liaison records, monitoring findings and other ES related documentation, as necessary, to confirm the Contractor's compliance with ES requirements;

determine remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor's ES obligations; ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ES obligations;

ensure that the Contractor's actual reporting (content and timeliness) is in accordance with the Contractor's contractual obligations; review and critique, in a timely manner, the Contractor's ESHS documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation;

establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g of those reporting allegations of GBV/SEA; undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ESHS issues;

The consultant shall:

immediately notify the Client of any failure by the Contractor to comply with its SEA and SH obligations; share with the Client in a timely manner the Contractor's ES metrics, as required of the Contractor as part of the Progress Reports;

immediately notify the Client of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Client's Personnel, Contractor's Personnel or Experts. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information. The Consultant shall provide full details of such incidents or accidents to the Client within the timeframe agreed with the Client;

Immediately inform and share with the Client any immediate notification related to ES incidents or accidents provided to the Consultant by the Contractor, and as required of the Contractor as part of the Progress Reporting

3.13 Coordination Meetings and Coordination with Third Parties

3.13.1 Coordination between Consultant, Contractor and Employer's Personnel

The Consultant will organise progress meetings each month and an inaugural (kick-off) meeting with the Contractor, the Employer's Project Coordinator and some other personnel of the Employer and Steering Committee. The Consultant will prepare and circulate minutes of the meeting within 3 days after the meeting.

3.13.2 Coordination with third parties

The Consultant will ensure that all parties involved in the works will be informed by the Contractor about the developments on site relevant to their respective competences. Representative of public utilities, traffic management, local government and water management bodies will be invited from time to time to site meetings and whenever necessary special coordination meetings will be convened.

3.14 Analysis of Claims Submitted by the Contractor

Any claims submitted by the Contractor during the execution of the works will be analysed by the Consultant and advice will be given to the Employer on their validity. These services are part of the responsibilities of the Consultant and do not entitle the Consultant to any additional fees. Analysis of claims is part of the Consultant's backstopping services.

3.15 As-built Drawings/Records, Manuals and Maintenance Logs, Health & Safety File

The Consultant will ensure that the Contractor keeps a precise record of all modifications to the planned works ordered from the Contractor and enters these modifications in electronic format on the relevant drawings. At taking-over of the works, the Consultant will issue to the Employer the electronic files edited by the Contractor and a comprehensive file titled "As-built Drawings/Records" in electronic format (5No USB) and hard copy [three (3)].

The Consultant will ensure that any manuals for the operation of plant/equipment and maintenance of the infrastructure shall be submitted to the Employer; similarly for Health and Safety file and any records relating to use of equipment that is normally operated with a log book.

3.16 Provision of Services at Taking Over and During Defects Notification Period

When the works are nearing substantial completion, the Consultant will inspect the works jointly with the Contractor and will establish lists ("snagging lists") specifying the remaining works. These works may concern defects, corrections to work already done or completion of outstanding works. The Consultant will call, once these actions have been completed to his satisfaction, a taking-over inspection in which the Employer's Personnel, the Contractor's Personnel and AfDB representatives will participate.

The Consultant will prepare a "Taking-Over Certificate" after the taking over inspection. A list (a "snagging list") of any defects noted during the inspection will be appended to the "Taking-Over Certificate", specifying the time within which these defects have to be corrected.

Within 28 days after receiving the Contractor's application for a Taking-Over Certificate submitted no more than 14 days before the works will, in the Contractor's opinion, be complete and ready for taking over, the Consultant will either issue the Taking-Over Certificate to the Contractor, or reject the application by giving a Notice to the Contractor, with reasons.

The Consultant will review the Contractor's "Statement at Completion" and supporting documents and application for Interim Payment which the Contractor shall submit within 84 days after the Date of Completion of the Works and then issue an Interim Payment Certificate

(IPC) as appropriate.

During the Defects Notification Period, five (5) senior members (Team Leader, Site Engineer, Environmental Expert, Bridge/Structural Engineer and Road Safety Expert/Traffic Engineer) of the Consultant's supervision team will return to the site before the end of the Defects Notification Period (DNP) to assess the conditions of the works prior to the final acceptance of the works. **One (1) month inputs** are foreseen. The services to be rendered will concern (without being limited to):

- an analysis of data made available by the Employer regarding the Defects Notification Period;
- an inspection of the works jointly with the Contractor;
- drawing up of the list of works remaining to be done and inspection of these works,
- assistance in the final acceptance inspection and preparation of the Performance Certificate
- preparation of final accounts and a Project Completion Report.

Within 28 days after the expiry date of the Defects Notification Period, the Consultant will issue to the Contractor the "Performance Certificate" which constitutes acceptance of the Works and fulfilment of the Contractor's obligations under the Contract.

Within 28 days after receiving the "Final Statement" or the "Partially Agreed Final Statement" (as the case may be), and the "Discharge", the Consultant will issue to the Employer (with a copy to the Contractor), the "Final Payment Certificate" (FPC) as appropriate.

4 PROJECT MANAGEMENT

4.1 Responsible body

Description	Responsible body
Employer for the supervision of the works will be:	The Ministry of Public Works, Reconstruction and Housing (MPWRH)

4.2 Management structure

The Table below shows the various parties with responsibility for the implementation of the Contract.

Table: Management Structure

Description	Responsible body
The Engineer will have overall responsibility for the implementation of the contract within the framework of responsibilities set out in the FIDIC General Conditions of Contract (Red Book) Second Edition 2017 and the AfDB Particular Conditions of Contract.	The Engineer is the Consultant selected following this bid process
Employer's Coordinator: A Project Manager/Coordinator , who will facilitate decision-making in matters pertaining to the works contract that are either not covered by the delegation of powers to the Consultant or that need a decision by the Consultant once the Consultant has fulfilled all his obligations under these Terms of Reference. The Project	Project Manager/ Coordinator

Description	Responsible body
Coordinator will be the Consultant's day-to-day contact person for the Employer. The Consultant will keep the Project Manager/Coordinator informed in a detailed way of all developments on site.	

The extent of delegation of powers by the Employer to the Engineer (the Consultant) and the powers in the FIDIC Condition of Contract which will be delegated or retained and exercised by the Employer will be determined at the commencement of services by the Employer and will be communicated in writing to the Consultant and the selected Works Contractor.

In addition to the management structure of the contract, the Steering Committee members will provide information and assistance in the execution of the project with respect to any participation by the project beneficiaries. The contact persons are generally an officer of the Ministry of Public Works, Reconstruction and Housing (MPWRH) of the Federal Republic of Somalia, and an officer of the Ministry of Public Works (MPW) of the concerned Member State (Hirshabelle) and have been associated with the project. Their role will be to liaise with the Consultant and the technical and administrative services of the involved Ministries and the communities in the project area to mobilise support and assistance needed to expedite the execution of the project.

Table: Steering Committee

Steering Committee	Steering Committee Contact Person	Contact Details
MPWRH	TBC (To Be Confirmed)	TBC
Other concerned Ministries	TBC	TBC

5. LOGISTICS AND TIMING

5.1 Commencement Date & Expiration of Contract

The intended commencement date will be advised and the expiration of Contract will be **30 months** from the commencement date. [Commencement of the assignment is conditional upon launching procurement of the construction works and award of Works Contract. In the event that no Works Contract is awarded, the Consultancy Services Contract will not be awarded.](#)

The overall implementation period is **30 months** from the start of the contract (from the date the contract comes into force and effect). The implementation period allows:

- 18 months supervision period
- 12 months (365 days) Defects Notification Period (DNP). During the DNP, five (5) senior members (Team Leader, Site Engineer, Environmental Expert, Bridge/Structural Engineer and Road Safety Expert /Traffic Engineer) of the Consultant's supervision team will return to the site before the end of the DNP to assess the conditions of the works prior to the final acceptance of the works and issuing Performance Certificate; **one (1) month service inputs** are envisaged.

See Implementation Timescale below.

5.2 Implementation Timescale

Period (month)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34			
Activity																																					
Civil Works	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█																			
Supervision	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█																			
Take-Over & Report 1-month inputs																		▲																			
Statement at Completion																		█																			
Issue IPC after Statement at Completion																		▲																			
Defects Notification Period																			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	
Return to Site, 1month inputs																																					
Performance Certificate (PC)																																					
Final Acceptance																																					
Final Payment Certificate FPC																																					

6. KEY PERSONNEL AND SUPPORT STAFF

The Consultant will have staff consisting of a Team Leader and a site team consisting of a Site Engineer, Senior Surveyor, Environmental Expert, Road Safety/Traffic Engineer, Civil Clerk of Works, Materials and Pavement Engineer, Social Safeguards Expert, Bridge/Structural Engineer, Non-Key Experts as well as Support staff. The Consultant will select and hire Experts as required according to the profiles specified below. All Experts must be independent and free from conflicts of interest in the responsibilities assigned to them. All the Consultant's Experts must be self-sufficient in administration.

During the period of supervision services, all the Consultant's billable staff employed for the provision of the services will be resident on site and, during working hours, will only leave site on authorised official assignment.

Table: Key Experts Person-Months

No	Description	Person-month	Person-month	Total Person month	Remarks
	Key Experts	Supervision	DNP		
1	Team Leader	18	1	19	One (1) month inputs on return to site before expiry of DNP
2	Site Engineer	18	1	19	One (1) month inputs on return to site before expiry of DNP
3	Senior Surveyor	16		16	
4	Environmental Expert	18	1	19	One (1) month inputs on return to site before expiry of DNP
5	Road Safety Expert / Traffic Engineer	18	1	19	One (1) month inputs on return to site before expiry of DNP
6	Civil Clerk of Works	18		18	
7	Materials and Pavement Engineer	18		18	
8	Social Safeguards Expert	17		17	
9	Bridge/Structural Engineer	18	1	19	One (1) month inputs on return to site before expiry of DNP
	TOTAL	159	5	164	

6.1 Key Experts

All experts who have a crucial role in implementing the Contract are referred to as Key Experts. The Consultant will field a team of suitably qualified and experienced personnel under the leadership of a Team Leader who, in the Consultant's assessment, is one best able to lead the team to deliver the Services and provide continuity throughout the execution of the works.

All Experts must be fluent (in reading, writing and speaking) in English language, and must be competent in the use of modern word processing and spreadsheet software as well as any technical software appropriate to their specialist area.

The Consultant will submit current CVs of all Key Experts and Additional Experts in his team.

Each CV submitted must be dated and signed by the respective Expert and countersigned by the Consultant's authorized representative.

The Consultant will provide certified true copies of the certificates of all the Key Experts and Non-Key Experts proposed. The CVs shall be incorporated as an Appendix to the Technical Proposal.

The Consultant will make available sufficient resources to carry out all the services required under the Service Contract. The profiles of the Key Experts for this Contract are as follows:

Key Expert No 1: Team Leader

The Team Leader will be at least a Bachelor's Degree holder in Civil Engineering a Civil Engineer with no less than 20years relevant professional experience. He/She will be a Registered Engineer, or Chartered Engineer, or Professional Engineer. A Master's Degree will be an advantage.

- His/her specific experience will include at least 10 years working on highway design, supervising road construction, administering works contract, writing specifications, measurement and valuation of works, analysing and advising on Contractor's claims. Ideally, he/she will be familiar with **FIDIC "Conditions of Contract for Building and Engineering Works Designed by the Employer" ("Red book")** Second Edition 2017 and Donors Works Contract Documents (AfDB, World Bank, EU, Islamic Development Bank, etc)
- He/she will have held a senior management position as Team Leader on and managed at least three road construction projects, preferably with a value in excess of 20 million US Dollars
- A minimum of three years spent in Sub-Saharan Africa.

In addition to wide engineering capabilities the Team Leader will have the following key skills: high level of computer literacy and familiarity with project accounting and project management software; communication through clear report writing, analytical and problem solving.

Key Expert No 2: Site Engineer (1No)

The Site Engineer will be a Registered Engineer, or Chartered Engineer, or Professional Engineer with least a Bachelor's Degree holder in Civil Engineering and no less than 15 years relevant professional experience. A Master's Degree will be an advantage.

- His/her specific experience will include at least 8 years working on highway design, supervising road construction, administering works contract, writing specifications, measurement and valuation of works, analysing and advising on Contractor's claims. Ideally, he/she will be familiar with **FIDIC "Conditions of Contract for Building and Engineering Works Designed by the Employer" ("Red book")** Second Edition 2017 and Donors Works Contract Documents (AfDB, World Bank, EU, Islamic Development Bank, etc)

- He/she will have managed at least two road construction projects, preferably with a value in excess of 15 million US Dollars
- A minimum of two years spent in Sub-Saharan Africa.

In addition to wide engineering capabilities the Site Engineer will have the following key skills: high level of computer literacy and familiarity with project accounting and project management software; communication through clear report writing, analytical and problem solving.

Duties will include supervision of civil works and interpretation of construction drawings and specifications for civil works, but not limited to:

- pavement construction with surfaces of gravel, bituminous seals, asphalt concrete (hot rolled asphalt)
- earthworks: Cut and fill operations ensuring suitable handling of materials and improvement of soils of marginal quality
- drainage structures, road markings and signage
- site safety: Management of site to ensure the safety of public and staff involved in the works execution process.

Must be able to undertake the following duties:

- measurement using suitable optical instruments or GPS equipment and interpretation of data to determine quantities of work completed for interim certification;
- field testing of earth works and pavement construction to ensure compliance with Contract Specifications;
- supervision of laboratory testing of concrete, soils samples and bituminous products to ensure compliance with Contract Specifications.

prepare road geometric design drawings and carry out estimation of quantities, writing specifications and contract administration, and measurement of works.

Key Expert No 3: Senior Surveyor (1-No)

The Senior Surveyor must be a qualified, competent and registered Surveyor with a Bachelor's degree in Surveying. The Surveyor will have at least 10 years experience in surveying and at least 5 years specific experience in surveying related to road design, road construction and route location. He/She must be conversant with the latest electronic survey equipment including GNSS (Global Navigation Satellite System) RTK (Real Time Kinematic), Total Stations and associated computer applications. The Senior Surveyor will verify the accuracy of all levels, lines and alignments set out by the Contractor. He/she will have worked on at least three road construction projects. A minimum of two years will have been spent in Sub-Saharan Africa.

Key Expert No 4: Environmental Expert (1-No)

The Environmental Expert should be qualified with a Master's degree in Environment Impact Assessment, or Environmental Management, Engineering, Natural Science. or related discipline with at least 10 years experience working on environmental management and impact

assessment. He/She should have a minimum of 5 years specific experience in environmental impact assessment, risk assessment and implementing mitigation measures regarding road projects, monitoring and supervising implementation of: ESMP (Environmental and Social Management (Plan), ESMP Checklist, LMP (Labour Management Plan), LMF (Labour Management Framework). He/She should have a good knowledge of Climate Risk Management, Disaster Risk Reduction and the global climate change agenda. He/she will have worked on at least two road construction projects. A minimum of two years will have been spent in Sub-Saharan Africa.

Key Expert No 5: Road Safety/Traffic Engineer (1-No)

The Road Safety/Traffic Engineer should hold at least a Bachelor's Degree in Civil Engineering and be a Registered or Chartered Engineer, or Professional Engineer with at least 10 years professional experience. A Master's degree will be an advantage. He/she must have 5years specific experience in Road Safety Audits and carrying out traffic surveys and traffic safety investigations. He/she will have worked on at least two road construction projects. A minimum of two years will have been spent in Sub-Saharan Africa.

Key Expert No 6: Civil Clerk of Works (1-No)

A Civil Engineering Clerk of Works will have a minimum of 10 years' experience, an HNC or HND and membership of a professional engineering institution, or a Civil Engineering Clerk of Works qualified by extended experience (15 years) and suitable "on-the-job" training. He/She will have at least 5years specific experience in road construction. and will support the Team Leader, Site Engineer and Materials/Pavement Engineer in the supervision of the civil works. He/she will have worked on at least two road construction projects. A minimum of two years will have been spent in Sub-Saharan Africa

Experience will include supervision of civil works and the interpretation of construction drawings and specifications for civil works. This will cover, but not limited to:

- pavement construction with surfaces of gravel, bituminous seals, asphalt concrete (hot rolled asphalt)
- earthworks: Cut and fill operations ensuring suitable handling of materials and improvement of soils of marginal quality
- drainage structures, road markings and signage
- site safety: Management of site to ensure the safety of public and staff involved in the works execution process.

Measurement and quality control.

The Civil Clerk of Works must be able to undertake the following duties:

- measurement using suitable optical instruments or GPS equipment and the interpretation of the data to determine quantities of work completed for interim certification;
- field testing of earthworks and pavement construction to ensure compliance with Contract Specifications;
- supervision of laboratory testing of concrete, soils samples and bituminous products to ensure compliance with Contract Specifications.

Key Expert No 7: Materials and Pavement Engineer (1-No)

The Materials/ Pavement Engineer will be a Registered Engineer, or Chartered Engineer, or Professional Engineer with least a Bachelor's Degree holder in Civil Engineering and no less than 15 years relevant professional experience. A postgraduate qualification (a Master's Degree) in Materials, or Geotechnical, or Pavement, or Highway Engineering or related discipline will be an advantage.

- His/her specific experience will include at least 10 years working on road construction, materials/pavement
- He/she will have managed at least two road construction projects, preferably with a value in excess of 15 million US Dollars
- A minimum of two years spent in Sub-Saharan Africa.

Duties will include

- Supervising pavement construction with surfaces of gravel, bituminous seals, asphalt concrete (hot rolled asphalt)
- Monitoring earthworks operations: Cut and fill operations ensuring suitable handling of materials and improvement of soils of marginal quality

Must be able to undertake the following duties:

- field testing of earth works and pavement construction to ensure compliance with Contract Specifications;
- supervision of laboratory testing of concrete, soils samples and bituminous products, stabilised mixes, bituminous mixes, surface dressing to ensure compliance with Contract Specifications.
- conducting and supervising construction materials sampling and testing and investigation

Key Expert No 8: Social Safeguards Expert (1-No)

The Social Safeguards Expert must hold a Master degree in Social Science, Development Studies, Natural Science, Engineering, Health and Safety or similar area with at least 10 years of experience in social safeguards and development issues.

He/She must have a minimum of 5 years specific experience in conducting social safeguards and impact assessments and analyses, community and stakeholder engagement, resettlement planning, overseeing environmental health and safety (EHS) issues under the project and ensuring compliance by the Contractor with all EHS Plans. He/she will have worked on at least two road construction projects. A minimum of two years will have been spent in Sub-Saharan Africa.

Duties will include, but not limited to the following:

- Monitoring implementation of social safeguards and activities to ensure compliance with regulations and agreed safeguard instruments
- ensuring social due diligence is carried out for the project and adherence to

- occupational health and safety management
- Maintaining social safeguards records and information showing compliance of the different -project activities including accidents and incident logs
- holding regular safeguards review meetings with the contractor, community engagement
- Ensuring Social Impacts Matrix (SIM) is updated on a regular basis as a means of documenting social issues and concerns and their mitigation and submit the updated SIM as part of progress reports
- Monitor implementation of and report on Grievance Redress Mechanism
- Overseeing implementation of Grievance Management and GBV action plans, resettlement plan

Key Expert No 9: Bridge/Structural Engineer (1-No)

The Bridge/Structural Engineer will be a Registered Engineer, or Chartered Engineer, or Professional Engineer with least a Bachelor's Degree in Civil Engineering and no less than 15 years relevant professional experience. A postgraduate qualification (Master's Degree) in Bridge/Structural Engineering is an added advantage

- His/her specific experience will include at least 8 years working on bridge design, supervising bridge construction, writing specifications, measurement and valuation of bridgeworks
- He/she will have worked as a Bridge/Structural Engineer on at least three bridge construction projects
- A minimum of two years spent in Sub-Saharan Africa.

Duties will include but not limited to:

- responsibility for ensuring the bridges and other drainage structures are constructed according to design and conform to the contract specifications
- interpretation of construction drawings and writing specifications for bridgeworks,
- verifying measurements and valuation of bridgeworks

6.1(a) Non-Key Experts (2-No)

In addition to the Key Experts designated, the Consultant can propose Non-Key Experts (excluding Claims Expert) that, in the opinion of the Consultant, are necessary for the performance of the services and shall indicate the same in the Technical and Financial Proposals. A total staff-time inputs of four (4) person-months and two (2) Non-Key Experts have been allocated as shown in the Table below and elsewhere in the RFP. The services of the two Non-Key Experts will be on "*as need*" basis and will be agreed with the Client prior. The Consultant shall submit the CVs of the proposed Non-Key Experts for evaluation to ensure their suitability, but their CVs shall not be scored alongside the CVs of the Key Experts. The Non-Key Experts must have no less than 10 years experience in their area of specialty, must hold a minimum of a Bachelor's degree in their specialist area. The Non-Key Experts must be fluent (in reading, writing and speaking) in English language, and must be competent in the

use of modern word processing and spreadsheet software as well as any technical software appropriate to their specialist area.

Table: Non-Key Experts Person-Month

No	Description	Total Person-month	Remarks
	Non-Key Experts		
1	<i>Non-Key Experts (2No)</i>	4	The Consultant will determine the Non-Key Experts considered necessary for the assignment, and on a need basis
	TOTAL	4	

6.2 Support Staff & Backstopping

The Consultant will indicate the procedures to be used for backstopping the project site teams and the Team Leader, and how it proposes to monitor the implementation of this Contract. Backstopping costs are deemed to be included in the Consultant's fees in the financial proposal and no separate payment will be made.

Any Sub-Consultant(s) will be expected to comply with the same performance standards as that applied by the main Consultant.

The Consultants will implement a Quality Management System for the assignment in accordance with ISO 9001 requirements and Quality Assurance System within the framework of the Consultant's own quality management systems and for this assignment.

The Consultant will ensure that the Team Leader has been suitably trained in the relevant Quality Assurance (QA) procedures and give a commitment that the site staff will also be given appropriate training by the Team Leader.

The Consultant will provide suitable support staff to assist the technical staff and Experts to ensure that they are able to complete the duties assigned. Each support staff should be fluent in English. The **CAD Technician** and **Office Assistant/Secretary** each should have 5 years of experience in their respective areas of specialty.

The Laboratory Technician must have 8 years experience working on road projects and in site laboratories, conducting road construction materials sampling and testing to ensure compliance with the Contract Specifications including laboratory testing of concrete, stabilised mixes, bituminous mixes for asphalt concrete, and surface dressing. He/She must hold a related Diploma. The Laboratory Technician shall work in collaboration with the other site team members and with the MPWRH/Hirshabelle MPW counterpart staff that will be assigned to the project. He/She and the MPWRH/Hirshabelle MPW counterpart staff shall work under the supervision of the Materials/Pavement Engineer.

The Surveyor Assistant must have 8 years experience of civil engineering survey, setting out road alignments, drains, drainage structures. slope-stakes for earthworks construction. He/She should have experience of using the latest electronic survey equipment including GNSS (Global Navigation Satellite System) RTK (Real Time Kinematic), Total Stations. The Surveyor Assistant shall work collaboratively with the other members of the site supervisory team and with the MPWRH/Hirshabelle MPW counterpart staff that will be assigned to the project. He/She and

the MPWRH/Hirshabelle MPW counterpart staff shall work under the supervision of the Senior Surveyor. The Surveyor Assistant must hold a diploma in surveying.

The Support staff required and their time-inputs are stated in the Table below.

Table: Support Staff Person-Month

No	Description	Person-month	Person-month	Total Person month
	Support Staff	Supervision	DNP	
1	CAD Technician (1No)	11		11
2	Office Administrator/ Secretary (1No)	18		18
3	Laboratory Technician (1No)	18		18
4	Surveyor Assistant (1No)	15		15
	TOTAL	62		62

7 OFFICE ACCOMMODATION AND HOUSING AND FACILITIES

Office accommodation for the Consultant's staff of a reasonable standard will be provided by the Contractor under the Works Contract. The office will be air conditioned and provided with a fast internet connection, reprographic equipment, computers and furnished with suitable desks, chairs, bookshelves.

The Contractor will be responsible for providing suitable and furnished housing for the Consultant's site staff. The cost of providing, furnishing and maintaining the house will be covered in the works contract.

Facilities to be Provided by the Consultant

The Consultant will ensure that Experts are adequately supported and equipped. In particular, the Consultant will ensure that there is sufficient administrative and secretarial provision to enable Experts to concentrate on their primary responsibilities. The Consultant must also transfer funds as necessary to support their activities under the Contract and to ensure that their employees are paid regularly and in a timely fashion.

If the Consultant is a joint venture, the arrangements should allow for the maximum flexibility in project implementation.

Facilities to be Provided by the Employer and/or Other Parties

(A) The Employer will assist the Consultant with letters for the purpose of obtaining:

- entry and exit visas for the Consultant's expatriate staff;
- any permits required for the Consultant's staff to carry out their duties within the country;
- residence permits for the Consultant's expatriate staff and their immediate families.

(B) - The bids for the Works Contracts will require the Contractor to provide the following facilities for the Consultant:

- serviced and furnished offices at the site of the works with a reliable high speed internet connection, with security staff;
- serviced and furnished accommodation for the Engineer's site staff
- serviced and furnished laboratory on the site. The Consultant will be able to use these facilities as needed, with security staff;
- one vehicle suitable for use by the Consultant's Team Leader on the site. The Contractor will be responsible for regular servicing and fuelling of the vehicle and provision of a driver;
- three vehicles suitable for use by Consultant's Site Engineer and other staff. The Contractor will be responsible for regular servicing and fuelling of the vehicles and provision of drivers.
- two vehicles suitable for use by the Employer's staff. The Contractor will be responsible for regular servicing and fuelling of the vehicle

RATES, REMUNERATION (FEES) AND REIMBURSABLE EXPENSES

Table: Remuneration

	Description	Unit	Qty	Rate	Amount
1	REMUNERATION (FEES)				
	<i>Key Experts</i>				
1.1	Team Leader	person-month	19		
1.2	Site Engineer	person-month	19		
1.3	Senior Surveyor	person-month	16		
1.4	Environmental Expert	person-month	19		
1.5	Road Safety Expert /Traffic Engineer	person-month	19		
1.6	Civil Clerk of Works	person-month	18		
1.7	Materials and Pavement Engineer	person-month	18		
1.8	Social Safeguards Expert	person-month	17		
1.9	Bridge/Structural Engineer	person-month	19		
	Sub-Total (1)				
1A	<i>Non-Key Experts (2No)</i>	person-month	4		
	Sub-Total (1A)				
2	REMUNERATION				
	<i>Support Staff</i>				
2.1	CAD Technician (1No)	person-month	11		
2.2	Office Administrator/ Secretary (1No)	person-month	18		
2.3	Laboratory Technician (1No)	person-month	18		
2.4	Surveyor Assistant (1No)	person-month	15		
	Sub-Total (2)				
	TOTAL REMUNERATION (Sub-Total 1+1A+2)				

Table: Reimbursable Expenses

	Description	Unit	Qty	Rate	Amount
3	REIMBURSABLE EXPENSES				
3.1	Construction Commencement: Air and overland travels (<i>N.B. these are the only tickets that will be provided in the Contract – regardless of project extension or exhaustion of the tickets</i>).				
3.1.1	• Team Leader	return ticket	2		
3.1.2	• Site Engineer	return ticket	2		
3.1.3	• Senior Surveyor	return ticket	2		
3.1.4	• Environmental Expert	return ticket	2		
3.1.5	• Road Safety Expert /Traffic Engineer	return ticket	2		
3.1.6	• Civil Clerk of Works	return ticket	2		
3.1.7	• Materials and Pavement Engineer	return ticket	2		
3.1.8	• Social Safeguards Expert	return ticket	2		
3.1.9	• Bridge/Structural Engineer	return ticket	2		

	Description	Unit	Qty	Rate	Amount
3.1.10	• Non-Key Experts (2-No)	return ticket	2		
3.1.11	• CAD Technician	return ticket	1		
3.1.12	• Office Administrator/ Secretary	return ticket	2		
3.1.13	• Laboratory Technician	return ticket	2		
3.1.14	• Surveyor Assistant (1No)	return ticket	24		
3.2	Travel insurance, visas, etc., (construction commencement)	person	15		
3.3	Defects Notification Period: Air and overland travels				
3.3.1	• Team Leader	return ticket	1		
3.3.2	• Site Engineer	return ticket	1		
3.3.3	• Environmental Expert	return ticket	1		
	• Bridge/Structural Engineer	return ticket	1		
3.3.4	• Road Safety Expert /Traffic Engineer	return ticket	1		
3.4	Travel insurance, visas, etc (Defects Notification Period)	person	5		
3.5	Consumables, stationeries, telephones, supplies required for the project for 18months construction period	month	18		
3.6	2 Experts, 2 nights, 3 visits to the Employer). During the construction period and DNP Per Diem will not be paid for site visits.	Person-night	12	USD\$80 (ceiling)	
3.7	Schedule of Reports				
	<i>Printing, production and delivery of Reports will be paid after submission of satisfactory Reports acceptable to the Employer. All prescribed Reports shall be prepared in A4 size. Any A3 size drawings or sheets to be incorporated in the Reports shall be folded to A4 size</i>				
3.7.1	Inception and Mobilization Report (3 hard copies)	No	3		
3.7.2	Monthly Progress Reports (3 hard copies)	No	54		
3.7.3	Project and Quality Control Reports (3 hard copies)	No	3		
3.7.4	Quarterly Reports (3 hard copies)	No	18		
3.7.5	Monthly Environmental and Social Management Reports (3 hard copies)	No	54		
3.7.6	Design Review Report(s) (3 hard copies)	No	9		
3.7.7	Special Report(s) (3 hard copies)	No	6		
3.7.8	As-Built Drawings/Records and Health & Safety File (3 hard copies). NB: production of As-Built Drawings/Records in A1 size is the Contractor's responsibility. The Consultant will charge for delivery cost only	No	3		
3.7.9	Draft Project Completion Report (3 hard copies)	No	3		

	Description	Unit	Qty	Rate	Amount
3.7.10	Draft Safety Audit Report (3 hard copies)	No	3		
3.7.11	Final Project Completion Report and Final Accounts (3 hard copies)	No	3		
3.7.12	Final Safety Audit Report (3 hard copies)	No	3		
3.7.13	Report on Transfer of Knowledge and Training (3 hard copies)	No	3		
	TOTAL REIMBURSABLE EXPENSES (3)				

NB:

Air travels (outward and return) and over land travels (to/from airport; outward and return) will be paid on the basis of economy class fare and most direct route, and on **presentation of boarding pass stubs and receipts of payment.**

Travel insurance, visas, etc., will be paid on **presentation of receipts of payment.**

Consumables, stationeries, telephones, supplies will be paid on **presentation of receipts of payment.**

Per Diem will be paid **per night** at the rates stated by the Employer for all authorised missions outside the expert's normal place of posting on account of authorised visits to the Employer. **Per Diem** includes subsistence, hotel accommodation, meals and local transport.

8 REPORTS

8.1 Reporting Requirements

The Consultant will prepare in English Language the documents listed below. The Consultant will deliver the documents to the Employer and the AfDB. The Reports prepared by the Consultant will be reviewed by the Employer's project team and comments arising from the review will be sent to the Consultant within 14 days of receiving the Consultant's Report. The Consultant will incorporate the comments in the revised the Reports. The Consultant's invoices will be certified for payment upon receiving satisfactory reports. The costs of preparing and producing reports, drawings, photographs, etc as well as the costs of delivery will be paid as reimbursable expenses.

Table: Reporting Requirements

No	Description	Timelines	Format and No of Copies
1	Inception and Mobilization Report	1 month after start of execution of the works	MS Word/PDF and three (3) hard copies
2	Monthly Progress Reports	Within 7days after end of the reporting month	MS Word/PDF and three (3) hard copies
3	Project and Quality Control Reports	Within 7days after end of the reporting month	MS Word/PDF and three (3) hard copies
4	Quarterly Reports	Within 7days after end of the reporting quarter	MS Word/PDF and three (3) hard copies
5	Monthly Environmental and Social Management Reports	Within 7days after end of the reporting month	MS Word/PDF and three (3) hard copies
6	Design Review Report(s)	Within 1 month after start of the assignment. For subsequent design review, within 1 month of receiving the design	MS Word/PDF and three (3) hard copies
7	Special Report(s)	Within 7 days after addressing the aspects regarding the Report	MS Word/PDF and three (3) hard copies
8	As Built Drawings/Records, and Health & Safety File (As-built Drawings in A1 size)	Within 1 month of issuing Taking-Over Certificate	Electronic copies in MS Word, Excel, PDF, DWG in 5No portable hard disk, or 5No USB. Three (3) hard copies
9	Draft Project Completion Report	Within 1 month of issuing Taking-Over Certificate	MS Word/PDF and three (3) hard copies
10	Draft Safety Audit Report	On the date of issuing Performance Certificate	MS Word/PDF and three (3) hard copies
11	Final Project Completion Report and Final Accounts	On the date of issuing Final Payment Certificate	MS Word/PDF and three (3) hard copies
12	Final Safety Audit Report	On the date of issuing Final Payment Certificate	MS Word/PDF and three (3) hard copies
13	Report on Transfer of Knowledge and Training	Within 14 days after delivering the entire training	MS Word/PDF and three (3) hard copies

Inception and Mobilization Report

The Consultant will prepare and submit within one (1) month of start of the works an Inception and Mobilisation Report detailing the Consultant's methodology and approach, initial findings

and work plan and staff schedule whilst taking into account any identified opportunities offered by the project site, constraints imposed by the project site and solutions proposed, and any action to be taken by the Employer to ensure successful implementation of the project. The Report will include the mobilisation arrangements of the Consultant and the Contractors as well as the status of the Consultant's and Contractor's mobilisation.

Monthly Progress Reports will contain a synopsis of the monthly achievements under the works Contract with special emphasis on the monthly progress in comparison with the accepted programme, and on technical, administrative and/or financial difficulties, their origin, the Consultant's assessment thereof and the proposed probable solutions.

Each report will present in its annexes, data on and the evaluation of the data in relation to the contractual obligations and to previous reports of: Contract Data, Contractor's Personnel, Contractor's Equipment, Accepted Programme, Description of Activities, Physical Progress, Expenditure Record (including Cumulative Sum, Retention of Money Record), Records of Variation Orders, Problems, Solutions and Recommendations, Minutes of Site Meetings, Consultant's Experts and Staff, Photographs.

The report will draw on relevant information and follow a format to be proposed by the Consultant and agreed by the Engineer and Employer's Project Manager/Coordinator. Monthly reports will be submitted no later than seven (7) days after end of the reporting month.

Project and Quality Control Reports

The Consultant will prepare and submit on a monthly basis a Project and Quality Control Report which will explain how the Consultant will ensure key deliverables are timely produced, and the project executed within budget and to quality expectations and standards set out in the Specifications and TOR. The Project and Quality Control Report will include inter alia:

- (i) Work schedule and timelines control
- (ii) Risk management controls
- (iii) Project reviews and project progress reporting requirements
- (iv) Technical verification, quality controls and quality records management
- (v) Quantity control, budget and cost controls (earned value analysis)
- (vi) Project document management

The Project and Quality Control Report will be submitted within seven (7) days after end of the reporting month.

Quarterly Reports will synthesise the information from the monthly reports and provide an analysis of the contract implementation and perspective for the quarter under consideration. The report will draw on relevant information and will update activity and staff schedule showing actual against planned progress and achievement of deliverables. It will discuss and describe works completed in previous quarter and planned activities for coming quarter, summary of issues addressed, potential problems identified, delays, etc. The Report will follow a format to be proposed by the Consultant and agreed by the Engineer and Employer's Project Manager/Coordinator. Quarterly Reports will be submitted within seven (7) days after end of the reporting quarter.

Monthly Environmental and Social Management Reports

It will be a comprehensive report on all Environmental and Social impact mitigation measures undertaken by the Contractor. It will describe the major environmental elements of the project, adequacy of the mitigation measures proposed during design as well as supervision period and the effectiveness of the measures undertaken during construction. The Supervision Consultant is also expected to report in his progress report any development with respect to Environmental and Social aspect of the project. Monthly Environmental and Social Management Reports will be submitted no later than seven (7) days after end of the reporting month.

Design Review Report(s)

The Consultant will prepare and deliver Design Review Report following the Consultant's review of the design that formed the basis for bidding of the works. The Report will be submitted within one (1) month of commencement of the works. If subsequent review is required as a result of design proposed by the Contractor during execution of the works, the Consultant will prepare and submit a Design Review Report no more than one (1) month after the Consultant has received the Contractor's proposed design.

Special Report(s): If so requested by the Employer, the Consultant will prepare and submit special report(s) on subjects if the Employer deems such necessary. Where the Consultant recognises that an issue warrants a Special Report, the Consultant will proceed to produce it without waiting for instructions from the Employer.

As-built Drawings/Records, Health and Safety File will be submitted no later than 1 month after issuing the Taking-Over Certificate to the Contractor (after the Date of Completion of the Works). As-built drawings /records in hard copies prepared by the Contractor in A1 size and accepted by the Consultant will be provided in three (3) hard copies [two (2) hard copies to the Employer and one (1) hard copy to the AfDB]. As-built drawings/records in electronic format will also be submitted to the Employer and the AfDB in USB (5No) [4 No to the Employer and 1No to the AfDB]

Draft Project Completion Report

The Consultant will prepare and submit a Draft Project Completion Report within one (1) month of issuing Taking-Over Certificate. The Draft Project Completion Report will include the main challenges encountered during the execution of the works; how the difficulties were resolved; variations in or modification to the scope of works, design modifications and their impacts on costs and contract duration; resource utilisation, records of labour and plant/equipment; comparison of actual versus original planned activities, inputs, costs with reasons; physical progress and financial progress [Interim Payments and Interim Payment Certificates (IPC)] based on measurements and valuations;; cumulative payments; claims and disputes; what went and why; what went wrong and why; what could have been done differently; quantities and values of key items of work; lessons learned to guide implementation of future projects.

The Draft Project Completion Report shall include narratives regarding established baseline indicators, monitoring of performance indicators as detailed in the Terms of Reference (Section **3.10 Services Regarding Monitoring of Performance Indicators**). Also, the Report shall address HDM-4 (**Highway Development and Management, Version 4**) analysis and results, VOC, travel

time between Beled Weyne and Kalabeyr, number of persons sensitized on HIV/AIDS, STIs, road safety, number of MPWRH/Hirshabelle MPW staff trained, number of trees planted (afforestation).

Final Project Completion Report and Final Account

The Consultant will prepare and submit a Project Completion Report and final accounts on the date of issuing Final Payment Certificate (with a copy to the Contractor) to the Employer. The Report will incorporate analyses of data received in respect of the Defects Notification Period and of the Consultant's findings at the final inspection for Performance Certificate. The Report will also include the comments made by reviewers on the Draft Completion Report

Draft Safety Audit Report

The Consultant will prepare and submit a Draft Safety Audit Report on the date of issuing Performance Report. The Safety Audit Report will detail the finding of the safety audits and recommendations.

Final Safety Audit Report

The Consultant will prepare and submit a Final Safety Audit Report on the date of issuing Final Performance Certificate. The Final Safety Audit Report will incorporate the comments on the Draft Safety Audit Report.

Report on Transfer of Knowledge and Training

The Consultant will prepare and submit a Report on Transfer of Knowledge and Training. The Consultant and the Employer will agree on the format for the Report.

8.2 Submission and Acceptance of Progress Reports

The Employer's Project Manager/Coordinator is responsible for accepting the progress reports if satisfactory, or rejecting the progress reports with reasons following review of the progress reports by designated reviewers.

8.3 Distribution of Documents

The Consultant will distribute the documents as follows:

Table: Distribution of Documents

No	Description	Employer		AfDB	
		Hard Copy	Soft Copy	Hard Copy	Soft Copy
1	Inception and Mobilization Report	2	1	1	1
2	Monthly Progress Reports	2	1	1	1
3	Project and Quality Control Reports	2	1	1	1
4	Quarterly Progress Reports	2	1	1	1
5	Monthly Environmental and Social Management Reports	2	1	1	1

No	Description	Employer		AfDB	
		Hard Copy	Soft Copy	Hard Copy	Soft Copy
6	Design Review Report(s)	2	1	1	1
7	Special Report(s)	2	1	1	1
8	As Built Drawings/Records, and Health & Safety File	2	4No	1	1No
9	Draft Completion Report	2	1	1	1
10	Draft Safety Audit Report	2	1	1	1
11	Final Completion Report and Final Account	2	1	1	1
12	Final Safety Audit Report	2	1	1	1
13	Report on Transfer of Knowledge and Training	2	1	1	1

Hard copies will be delivered to the Employer's office in Mogadishu, Somalia and the AfDB's office in Nairobi, Kenya. The recipients and physical addresses are as follows:

Task Manager, (Upgrading of Beled Weyne – Kalabeyr Road)

Address: Khushee Tower, Longonot Road, Upperhill, Nairobi, Kenya

Project Manager (Upgrading of Beled Weyne – Kalabeyr Road)

Address: Ministry of Public Works, Reconstruction and Housing, Near Jubba Junction, Shingani District, Mogadishu, Somalia

9. TRANSFER OF KNOWLEDGE AND TRAINING

Training and knowledge transfer regarding counterpart staff for the project are considered a vital aspect of this project. The Consultant will build the capacity of four (4) counterpart staff of the Employer that will be trained for a total of 20 days. The Consultant will:

- (i) provide the opportunity to the nominated counterpart staff for their capacity building during the implementation of the project together with contract administration.
- (ii) educate and train the nominees in all aspects of the project including construction supervision and contract management process and procedures.
- (iii) assist the nominated staff to build their capacity as a part of the on-the-job training under the project and training in monitoring of performance indicators
- (iv) ensure that skills acquired by the nominees are measurable and realistic

The Consultant will outline as to when such training will be delivered to the nominees and will submit a detailed proposal for training, clearly articulating how the nominated trainees will be trained by the Consultant. It is anticipated that the counterpart staff will be fully integrated within the Consultant's operations during the training. Remuneration and allowances for the counterpart staff will be the responsibility of the Employer.

The costs for providing the training are deemed to be included in the Consultant's fees in the financial proposal and no separate payment will be made.

10. MONITORING & EVALUATION

Monitoring and evaluation of the supervision contract will be undertaken within the framework of the Service Contract and Works Contract

10.1 Audits

10.1.1 Technical and Financial Procedures

A technical, financial and procedural audit is planned at the taking-over phase. The Consultant will assist the auditors in exercising their functions and will ensure the participation of the project personnel, Team Leader and Project Manager.

10.1.2 Environmental Audit

An audit of the environmental management is planned at the taking-over phase. The Consultant and his personnel will assist the auditor in exercising its functions.