



Terms of Reference (TOR)

**Supervision services for the works under the Project for the
Rehabilitation of Aden Intra-Urban Roads, Aden, Yemen**

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1. LIST OF ACRONYMS

IDP	Internally displaced Persons
UNOPS	United Nations Office for Project Services
TOR	Terms of Reference
YIUSEP	Yemen Integrated Urban Services Emergency Project

2. BACKGROUND INFORMATION AND RATIONALE, PROJECT DESCRIPTION

With the funding of the Government of Japan, UNOPS is implementing a project to restore road access to critical infrastructure and vulnerable urban communities including the IDPs in Aden in support of humanitarian and reconstruction efforts in Yemen, considering climate-resilient and gender-responsive design approaches.

The expected outcome of the project is to enhance access to public social services buildings and commercial facilities by providing climate resilient road access to vulnerable people of Yemen, especially women, adolescents, girls, persons with disabilities and others at risk of being left behind.

The project will rehabilitate two intra-urban roads in Aden City located in the districts of Al-Mansoura and Sheikh Othman. The total length of these roads is 3.6 km and will complement the ongoing road interventions under the UNOPS implemented Yemen Integrated Urban Service Emergency Project (YIUSEP II) funded by the World Bank.

The table below summarizes the feature of two intra-urban roads:

Road Name	1. 50th Taqniah Street	2. Al Memdara Street
The Path	50th road beginning at the intersection with Kaltex/Buriqa Road and extended to intersection with 90th Street	Al Memdara Street, beginning at Abdulqawi Roundabout and extended to the intersection with 22 May Street
Location	Al Mansoura District, Aden City	Sheikh Othman District, Aden City
Length	2,890 m	690m
Description of Preliminary data, and beneficiary indicators	The road is located in the Mansoura District and it is a double asphalt road with a total length of 2890m, including 2240m with a width of 50 meters, then 650m with a width of 90m with 3 lanes in each direction and side parking and a large mid pavement and a large side-walks too.	<p>1 -The road is located in the Sheikh Othman District and it is a double asphalt road with a total length of 690m with a width of 30 meters, with 2 lanes in each direction, side parking and Midian pavement & side-walks as well.</p> <p>2- The street links several streets, some of which have already been maintained in the first phase of YIUESP-I, and others that are under study and targeted for implementation in YIUESP-II, or through the RMF from local funding.</p> <p>3 - This will lead to the completion of the maintenance of the group of streets surrounding the residential block and will increase the level of urban rehabilitation of the area.</p>

Table 1

The scope of the rehabilitation works to be implemented in both intra-urban roads is as minimum:

- Rehabilitation of road pavement.
- Rehabilitation of sidewalks.
- Upgrading of medians and green areas.
- Installation of roadside furniture.
- Upgrading of longitudinal drainage.
- Pedestrian crossings and safety measures.
- Road painting and marking.
- Installation of road signalling.
- Installation of street lighting.

3. SPECIFIC OBJECTIVE

The overall objective of the assignment is to engage a service provider to administer the contract of the civil works as 'the contract engineer' to ensure proper execution of the project in accordance with the contract signed by UNOPS and the selected contractor.

Contract administration will be carried out on behalf of UNOPS.

4. SCOPE

The scope of this assignment is to provide contract administration and civil works supervision services with the duties and responsibilities stipulated in UNOPS General Conditions of Contract for Civil Works. During the performance of the contract, the service provider is accountable to the employer/UNOPS and will report to UNOPS as per the contract with UNOPS.

Prior to the start of activities, the service provider will prepare and submit for approval a detailed methodology and work plan for the implementation of the assignment.

Assignment Output – Works Supervision

The service provider will be responsible for the day-to-day supervision of the works to ensure compliance by the work contractor with the designs, namely the drawings, technical specifications and bill of quantities. The service provider will organise weekly site meetings that will include a site visit and discussion between the contractor, UNOPS, and the service provider.

The Consultant will have all of those powers defined as being UNOPS's representative, with the exception of the following, which will be retained and exercised by the UNOPS:

- i) issuing the order to commence the works;
- ii) approving variation orders that have financial implications;
- iii) approving significant variations in quantity;
- iv) approval of design drawings;
- v) approving subletting of any part of the works; and
- vi) approving time extensions.

The Consultant's responsibilities shall include, but not limited to the following:

- i) approving the contractor's work program, method statements, material sources, etc.;

- ii) preparing and issuing reports as defined subsequently;
- iii) approving and/or issuing working drawings, approving the setting out of the works, and giving instructions to the Contractor;
- iv) reviewing the Quality Assurance Plans and Programs of the Contractor;
- v) inspecting and testing all the materials and the works to ensure compliance with specifications and giving immediate notice to the Contractor in the event that such materials and works fail to comply with the specifications;
- vi) accepting or rejecting any part or parts of the completed works;
- vii) making measurements and keeping measurement records;
- viii) maintaining records, correspondence, and diaries;
- ix) certifying work volume and issuing interim payment certificates for the works completed, accepted and per specifications;
- x) certifying completion of part or all of the works;
- xi) periodically checking the remaining quantities, and undertaking constant monitoring of each contract costs;
- xii) reviewing and recommending to the UNOPS Project Management variation orders, extensions of time, claims, and other matters that may come from Contractors;
- xiii) negotiating with the Contractors and recommending to UNOPS Project Management the rates for any unscheduled items of work that may arise;
- xiv) advising the UNOPS Project Management on all matters relating to the execution of the works; and assisting it in processing the Contractor's possible claims;
- xv) ensuring compliance with the environmental, social safeguards requirements of civil works contracts, and providing information to UNOPS on those processes in the monthly progress reports;
- xvi) ensuring compliance with gender equality and social inclusion considerations and protection for sexual exploitation, abuse and harassment (PSEAH) safeguards requirements of civil works contracts, and providing information to UNOPS on those processes in the monthly progress reports;
- xvii) checking and certifying as-built drawings for the works prepared by the Contractors;
- xviii) reporting to UNOPS according to *Table 2* requirements.

The service provider will provide the services of 1 Project Manager, 1 Materials Engineer, 1 Site Engineer, 1 Surveyor, 1 Electric Engineer and 1 HSSE specialist. *Table 3* includes the requirements to be met for each of this staff.

5. APPROACH AND METHODOLOGY

The service provider shall elaborate a methodology on how it will administer the contract and supervise the works in accordance with the UNOPS guidelines and requirements and the contract documents, specifications and drawings.

The methodology shall describe in detail all the inputs to be given for these services.

In order to achieve the contract administration and supervision of the works the service provider shall prepare templates containing the outline, format and content of the activities of the supervision services for the following, inter alia, supervision documents;

- Daily site supervision
- Photo-documentation/recording of the construction activities (before, during, after)
- Reporting to UNOPS (weekly, monthly)

- Health & Safety and Environmental components
- Quality control of the materials
- Quality control of the works done
- Tests catalogue
- Verification of the quantities of works done and certification for payment
- Managing periodic progress meetings with designers, UNOPS and the contractor
- Managing the substantial completion procedures
- Maintenance & Upkeep Manual' and its contents
- Quarterly monitoring visits during the Defects Liability Period
- Managing the final completion procedures.

These templates and their contents can be modified after contract signature in consultation with UNOPS.

6. DELIVERABLES AND SCHEDULES/EXPECTED OUTPUTS

The deliverables and timeline for their issuance are included within the table 2 below:

Outputs/tasks	Deliverables/milestones	Deadlines
Preparatory Work	Detailed methodology and workplan submitted	By the end of 1 st week
	Establishment of the site office	By the end of 2 nd week
Assignment - Works Supervision	Monthly reports	Every month
	Interim Payment Certificates	Every month
	Final Payment Certificate	5 th month
	Substantial and Final Completion Report	5 th month
	Weekly reports	Every week
	Weekly meetings	Every week
	Maintenance & Upkeep Manual	5 th month
	Quarterly monitoring visits during the Defects Liability Period	8 th , 11 th , 14 th and 17 th month
End of Contract	Final completion report	18 th report

Table 2

7. KEY PERFORMANCE INDICATORS AND SERVICE LEVEL

The performance of the service provider will be measured against:

1. Timeliness in work progress

It is expected from the service provider that it will be pro-active in anticipating and preventing any potential issues stemming from the contractor's inadequate management of the works. The performance of the service provider will be measured against the work progress timeliness and that, in case of delays not due to factors beyond the control of the contractor, all reasonable measures were taken to prevent them. Compliance with this indicator will be assessed on a monthly basis. In case of unsatisfactory performance two months in a row, UNOPS might withhold interim payments until the service provider has taken all measures to improve its future performance. If unsatisfactory performance continues, UNOPS will refer to Clause 6.4 of the General Terms and Conditions for Contract.

2. Quality of performed works meeting the requirements of the designs

As described in these terms of reference, it will be the responsibility of the service provider, as Engineer, to ensure compliance of works with the technical specifications and quality standards. UNOPS will record cases when the service provider didn't notice non-compliance by the contractor with the technical specifications and quality standards that could affect the overall quality of the final product, namely, cases that were not recorded and addressed by the service provider. The service provider will be notified in writing by UNOPS if more than 5 cases were recorded and asked to provide a statement on how it will improve its performance. In case of continued unsatisfactory performance under this indicator, UNOPS will refer to Clause 6.4 of the General Terms and Conditions for Contract.

3. Administration of the contract following UNOPS General Conditions of Contract for Works/Services

The service provider will have the responsibility of contract administration as stated in these Terms of Reference. The contract administration will have to be performed as stipulated in UNOPS General Conditions of Contract for Works. Performance of the service provider will be measured on how it performs the contract administration in line with the UNOPS General Conditions of Contract for Works. Non-compliance with it will result in grounds for UNOPS to refer to Clause 6.4 of the General Conditions of Contract.

8. GOVERNANCE AND ACCOUNTABILITY

Monitoring and evaluation of the Service Provider's work will be conducted by the UNOPS Aden Intra-Urban Roads Project Manager and Project Team. All logistical issues related to meetings will be coordinated with UNOPS to ensure appropriate representation of UNOPS and partner organizations/institutions. The UNOPS will closely oversee the service provision and work in close cooperation and coordination with the service provider. Day to day management of the service will be devolved to the service provider.

Reporting is considered as the formal presentation of monitoring information and is related to service delivery under these ToRs. The service provider is expected to provide a report for approval by UNOPS Aden Intra-Urban Roads project management. Within this assignment, the Service provider will be obliged to submit the following reports:

Weekly reports

Following the weekly site meeting, the service provider will prepare and submit for review the weekly report to the UNOPS Aden Intra-Urban Roads Project. It will contain information about progress expressed as completed works during the past 7 days, expected works to be completed during the next 7 days, previous issues resolved and new issues to be addressed. The report should not exceed 3 pages.

Monthly reports

On a monthly basis, the service provider will submit a detailed monthly report. The monthly report will contain information regarding progress, issues that were identified and resolved during the reporting period, and update on risks. Progress will be shown through two documents:

- progress against the workplan (Gantt chart) with justification for any delays
- quantities installed in the BoQ.

Risks will be recorded in a Risk Matrix. The update will show if any of the risks changed or new risks emerged during the reporting period. The monthly report should also include a section of changes made to the designs and their justification.

In the monthly report, the service provider will also report on his services, namely on the actions that it took during the reporting period.

Substantial completion report

The report shall be submitted within 30 days of the issuance of the substantial completion certificate with all the data and information showing the works from commencement to the completion. The report can be enhanced with sketches, drawings, photos, etc.

Final completion report

The final report will be submitted within 10 days of completion of the services, namely at the end of the defects liability period. The final report should contain information on the achievement of objectives, as well as on the issues faced during the assignment and lessons learnt. It will also contain a review of the performance of the work contractor. The format for the Work contractor performance review will be provided by UNOPS.

All reports and supporting products and deliverables should be submitted to UNOPS in electronic form. The exact format of the weekly and monthly reports will be agreed at the beginning of the assignment.

5. EXPECTED DURATION OF THE CONTRACT/ASSIGNMENT

The services shall be provided from the time of the establishment of the site supervision office by the service provider within 15 days of the contract signature with UNOPS.

Duration of the assignment will be from the contract signature up to the issuance of the final completion certificate for the civil works contract.

It is envisaged that the civil works contract will have a 5-month duration since the site handover. Therefore, the timeline for the service provider will consider the following benchmarks;

- Time to complete civil works – 5 months from the date of site handover/possession
- Substantial completion procedures – 30 days

- Defects liability period – 12 months
- Final completion procedures – 30 days

The service provider will arrange the level of effort in its site supervision in line with the progress of the civil works.

10. DUTY STATION

The duty station for this assignment is the site of the civil works in Aden City, Yemen.

11. PROFESSIONAL QUALIFICATIONS OF THE SUCCESSFUL CONTRACTOR AND ITS KEY PERSONNEL

The Service Provider must be a professional company registered for work supervision services and with at least 5 years of relevant experience. It will have to demonstrate that it has institutional and managerial capacities and experienced human and adequate physical resources capable of conducting services as described in the previous sections.

A reference list of the most recently implemented relevant projects needs to be submitted alongside the offer, including the contact details and statement/confirmation of organizations/clients on the success of similar projects/contracts of no less than 3 references in the past 5 years.

The Contractor must have at least 2 contracts/assignments related to the supervision of similar works (in scope and complexity) in the last 3 years.

The Service Provider shall make his own assessment of the inputs needed to carry out the work covered by these terms of reference. It shall provide adequately qualified staff in terms of expertise and experience and ensure sufficient time allocation to complete the required activities and to achieve the objectives of the project.

The Service Provider is encouraged to co-operate with and/or employ local experts and additional technical assistance (TA), as appropriate. The Service Provider shall provide adequate administrative staff (secretary, translators, drivers) needed to support the assignment.

All personnel except support staff nominated by the Service Provider to work on the project must be approved by UNOPS. The working language of the project - specifically any project report - shall be English and the Project manager must have a good command of the language both written and spoken.

The service provider is required to ensure a team of minimum of 1 Project Manager, 1 Materials Engineer, 1 Site Engineer, 1 Surveyor, 1 Electric Engineer and 1 HSSE specialist. The service provider may also propose an additional expert or team of experts if deemed necessary for the implementation of the assignment. However, only the key experts shall be included in the evaluation process.

The key experts should meet the following qualifications:

Staff's Profile	General responsibilities in relation to carrying out the assignment	Required Competencies and Conditions
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Project Manager	<ul style="list-style-type: none"> - Lead the team - Contract administration in line with the duties and responsibilities of the Engineer stipulated in the General Conditions of Contract for Civil Works 	<ul style="list-style-type: none"> - University degree in civil/road engineering or similar - Previous experience of 8 years with 3 years of experience in managing similar projects - Fluency in written and spoken English and Arabic
Materials Engineer	<ul style="list-style-type: none"> - Responsible for supervision of material testing and approving of construction materials - Responsible for approving the bituminous and concrete mixes 	
Site Engineer	<ul style="list-style-type: none"> - Responsible for the supervision of the civil works - Ensure conformity of the works with the project designs 	<ul style="list-style-type: none"> - University degree in civil/road engineering Or high diploma in civil engineering in addition to 2 years of experience may be accepted in lieu of university degree - At least 6 years of previous experience as Site engineer in road projects
Surveyor	<ul style="list-style-type: none"> - Scrutinize topographic survey data, if any, in the contract drawings and associate and scrutinize the contractor updated topographic survey data. - Perform engineering survey duties and day-to-day basis - Check and verify the contractor setting out of the road alignments and levelling - Check the contractor quantities to be included in the IPCs 	<ul style="list-style-type: none"> - University Degree in Civil Engineering or Diploma in Civil Engineering, Or high diploma in civil engineering in addition to 2 years of experience may be accepted in lieu of university degree - At least 6 years of previous experience in Road projects
Electric Engineer	<ul style="list-style-type: none"> - Responsible for the supervision of the electrical works - Ensure conformity of the works with the electrical works designs 	<ul style="list-style-type: none"> - University degree in electrical engineering or similar. - At least 6 years of experience in design and/or supervision works, or similar.
HSSE Specialist	<ul style="list-style-type: none"> - Responsible to control that 	<ul style="list-style-type: none"> - University degree or Diploma

	the Work contractor H&S plans are in line with the standards and regulations - Responsible to control that the Work contractor abides by the H&S plans	in any technical field. Or high diploma in civil engineering in addition to 2 years of experience may be accepted in lieu of university degree - At least 6 years of previous experience in road projects - Basic knowledge of English and fluent in Arabic
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Table 3

12. PRICE AND SCHEDULE OF PAYMENTS

The contract price is a fixed output-based price regardless of extension of the herein specific duration. In the calculation of its contract price, the Service Provider will have to include all costs necessary for the successful completion of the assignment. These include but are not limited to: professional fee, travel costs, office space/equipment, communication, organisation of events, presentations, support staff and translation costs.

Prices in USD \$ must be all inclusive of any statutory payments the service provider and its personnel will have to make, as well as to include cost of the insurances in accordance with clause 9 of the General Conditions of Contract.

During the assignment, the service provider must arrange its site supervision inputs in line with the progress of the civil works. The contract price will not be increased due to delays in the implementation of works. If the scope of works is being increased by the Employer, an amendment to the contract will be negotiated.

In Schedule 4 Contract Schedules from the Bidder, the cost per unit, breakdown of fees and reimbursable costs will be presented as per the deliverables presented in the table 4 below.

No	Outputs/tasks	Unit	Deliverables	Deadlines	Remarks
1	Preparatory Work	LS	Detailed methodology and workplan submitted	By the end of 1 st week	All activities from 1-4 are interrelated and considered as one
			Establishment of the site office , Team mobilization , office selection and furnishing	By the end of 2 nd week	

2	Assignment - Works Supervision	Month	Monthly reports	Every month	integrated unit. The payment will include all the related costs, expenses and any related services explicitly or implicitly covered within the unit cost as a lumpsum. No payment will be paid individually for each item.
			Interim Payment Certificates	Every month	
			Final Payment Certificate	5 th month	
			Substantial and Final Completion Report	5 th month	
			Weekly reports	Every week	
			Weekly meetings	Every week	
			Maintenance & Upkeep Manual	5 th month	
			Quarterly monitoring visits during the Defects Liability Period	8 th , 11 th , 14 th and 17 th month	
3	End of Contract		Final completion report	18 th report	

Table 4