

TERMS OF REFERENCE FOR THE SUPERVISION OF CONSTRUCTION WORKS FOR KORMAKITIS CENTER FOR COOPERATION

I. Background Information and Rationale, Project Description

The European Union has been implementing an aid programme for the Turkish Cypriot Community based on the Aid Regulation (EC No. 389/2006). The programme is managed by the Commission's Structural Reform Support Service. The programme aims to facilitate the reunification of Cyprus by encouraging the economic development of the Turkish Cypriot Community.

Based on a long-standing partnership and UNDP previous experience in implementing large and medium-size EU funded urban upgrading and infrastructure projects in the northern part of Cyprus, the European Commission requested UNDP to continue supporting this type of infrastructure projects through the establishment of a new instrument called "Local Infrastructure Facility".

One of the prioritized infrastructure projects is the construction of the facility called Kormakitis Center for Cooperation.

The project is located in the village of Kormakitis/Korucam in the Kyrenia/Girne district, northern part of Cyprus. The site has the cadastral details: XI.09.E2 Parcel 525 and XI.09.W2 Parcel 246.

The Kormakitis Centre for Cooperation (KCC) is a non-governmental and charitable organization. Its goal is to promote peace and reconciliation within and between communities, through facilitated dialogue, learning, cultural activities and camping. It is to be established in a complex of multifunctional buildings with provisions for camping, school education, cultural events, seminars & workshops, art exhibitions and sport activities.

The building to be constructed is a two-storey reinforced concrete building with a basement. The surface area per floor is:

- Basement – 110 m²;
- Ground floor – 1474 m²; and
- First floor – 697 m².

The basement will contain technical rooms. The ground floor will include four classrooms with toilets, corridors, a reception area, service rooms, toilets, a restaurant/conference hall, kitchen and storage room. The first floor will contain six dormitories with bathrooms, a room for the educators, toilets, service rooms and corridor. Two staircases connect the ground floor and the first floor. There is also an elevator planned. Landscaping is also part of the scope of works and will include an access road and two parking areas.

UNDP is in the process of procuring construction works. It is expected that the work contract will be signed by July 2020.

II. 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 UNDP and the selected contractor.

Contract administration will be carried out on behalf of the contracting authority.

III. Scope

The scope of this assignment is to provide contract administration and civil works supervision services with the duties and responsibilities stipulated in UNDP General Conditions of Contract for Civil Works. During the

performance of the contract, the service provider is accountable to the employer/UNDP and will report to UNDP as per the contract with UNDP.

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 1 – Contract Administration

The service provider will be responsible for the contract administration in line with UNDP rules and regulations. The contract will be a UNDP contract document with five related annexes:

- Annex I: General conditions of contract for civil works
(www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html)
- Annex II: Preliminaries & general requirements
- Annex III: Technical specifications
- Annex IV: Bills of quantities
- Annex V: Drawings & details

The service provider will appoint 1 contract engineer that will be responsible for the contract administration.

Assignment Output 2 – 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, UNDP, and the service provider. Attendance to the weekly meetings will also be extended to the project Advisory Board members.

The Advisory Board is part of the governance bodies of the UNDP LIF Project and is composed of representatives of the EU, the beneficiary, professional bodies and local associations. Its role is to confirm that the works are being done in line with the endorsed designs.

The service provider will provide the services of 1 architect, 1 civil engineer, 1 electrical engineer, 1 mechanical engineer and 1 health & safety expert.

IV. 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 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 UNDP (weekly, monthly)
- Health & Safety component
- 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, UNDP 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 UNDP.

V. Deliverables and Schedules/Expected Outputs

Within 7 days following the signing of the contract, the service provider will submit a detailed methodology and work plan for approval to UNDP.

Outputs/tasks	Deliverables	Deadlines
Preparatory work	Detailed methodology and workplan submitted	By the end of the 1 st week
	Establishment of the site office	By the end of the 2 nd week
<u>Assignment Output 1 – Contract administration</u>	Monthly reports	every month
	Interim Payment Certificates	every 45 days
	Final Payment Certificate	13 th month
	Substantial completion report	13 th month
<u>Assignment Output 2 – Works Supervision</u>	Weekly reports	every week
	Weekly meetings	every week
	Maintenance & Upkeep Manual	13 th month
	Quarterly monitoring visits during the Defects Liability Period	15 th , 18 th , 21 st and 24 th months
End of contract	Final completion report	25 th month

VI. 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, UNDP might withhold interim payments until the service provider as taken all measures to improve its future performance. If unsatisfactory performance continues, UNDP will refer to Clause 20 of the General Terms and Conditions for Contract.

2. Quality of installed 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. UNDP 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 written by UNDP 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, UNDP will refer to Clause 20 of the General Terms and Conditions for Contract.

3. Administration of the contract following UNDP 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 UNDP 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 UNDP General Conditions of Contract for Works. Non-compliance with it will result in grounds for UNDP to refer to Clause 20 of the General Terms and Conditions for Contract.

UNDP will engage a Quality Assurance Contract Management specialist, a Quality Assurance Civil Engineer and a Quality Assurance Mechanical Engineer that will conduct a series of quality spot-checks during the duration of the works and of the defect liability period to assist in measuring the performance of the service provider. These three experts will report directly to UNDP LIF Project Manager.

VII. Governance and Accountability

Monitoring and evaluation of the Service Provider's work will be conducted by the UNDP LIF Project Manager and LIF Project Team. All logistical issues related to meetings will be coordinated with UNDP to ensure appropriate representation of UNDP and partner organizations/institutions. The UNDP 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 report for approval by UNDP LIF 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 UNDP LIF. 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; and 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 as section on 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 UNDP.

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

- Indemnity Insurance

The service provider must provide UNDP with an indemnity insurance as per Clause 12 General Terms & Conditions for Services of the General Terms and Conditions for Services. The indemnity insurance is to cover the employer of any claims from the contractor and/or from anyone arising from the actions of the service provider. The service provider shall show evidence of current Professional Indemnity insurance to an amount of Euro 250,000. The indemnity insurance shall be valid until the issuance of the Certificate of Final Completion to the civil works contractor.

VIII. Facilities

All logistics like international and local travel, translation services, accommodations, offices, printing/publications, and others will be organized by the service provider. UNDP Cyprus will make available office space for meetings in Nicosia. During the initial stage, UNDP will assist the Service Provider in establishing contacts with the key stakeholders to the assignment.

- Site Office of the Service Provider

The service provider shall establish a site office for the services that will be delivered under the contract. The site office shall be established within 15 days of the contract signature between the service provider and UNDP and shall be removed in 30 days of the substantial completion certificate being issued.

The site office shall be prefabricated, modular and portable one that are manufactured elsewhere and installed on the site. It shall compose of at least 20 m2 for the office (to be used by the service provider personnel); 15 m2 for the meeting room (weekly and monthly meetings); 1 toilet & washbasin; 1.5 m2 for the kitchenette. The kitchenette shall be equipped with water dispenser and kettle.

The site office should be connected to water, wastewater, electricity and internet telephony of at least 2Gb, was well as with 2 inverter air-conditioning units of 9000/12000BTU each.

The site office must have a meeting table and chairs for at least 10 people.

Other furnishing will be up to the service provider to devise.

Set of PPE equipment shall be provided and stored in the site office for the sole use of the approved visitors of the Employer. The service provider shall provide and maintain 20 hardhats + 20 vests + 20 pairs of shoes (sizes 38 – 43). 200 disposable single use bonnets and 400 pairs of single use disposable socks must be provided. Colours of hardhats and vests to be different colour than those of the contractor.

Maintenance and upkeep of the site office includes cleaning, supply of consumables, toiletries, water, electricity & internet telephony usage.

Within 30 days of issuing of the Certificate of Substantial Completion, the site office shall be removed.

IX. 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 UNDP.

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 12-month duration from site handover. Therefore, the timeline for the service provider will consider the following benchmarks;

- Time to complete civil works – 12 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.

X. Duty Station

The duty station for this assignment is mainly the site of the civil works in Kormakits/Korucam in the northern part of Cyprus. It is expected that the service provider will attend some meetings in Nicosia.

If the service provider is coming from outside of Cyprus, it will inform UNDP prior to travel to the duty station from the home office/s.

XI. 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 to conduct 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 the contracting authority. The working language of the project shall be English and all staff assigned to it must have a good command of the language both written and spoken, and direct working experience of its use.

The service provider is required to ensure a team of minimum of **1 Contract Engineer, 1 architect, 1 civil engineer, 1 electrical engineer, 1 mechanical engineer and 1 health & safety expert**. 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	<u>Required Competencies and Conditions</u>
Contract Engineer	<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 a technical field - Post education experience of 10 years with 5 years of experience in managing technical personnel and technical processes - Experience in administering at least 2 civil works contracts of any type - Experience in administering civil works contracts with a cumulative value of not less than Euro 1,500,000 - Good communications and reporting skills - Fluency in written and spoken English and Turkish - Valid registration with the related technical chamber and/or professional association
Architect	<ul style="list-style-type: none"> - Responsible for the day-to-day supervision of works (architectural part) - Ensure conformity of the works with the architectural designs 	<ul style="list-style-type: none"> - University degree in architecture - At least 8 years of post-education experience - At least 5 years of designs and site supervision experiences in any type of civil works - At least 2 site supervision experiences in similar facility construction, such as hostels, hotels/motels, apartments, schools, etc. - Fluent in English and Turkish - Valid registration with the related technical chamber and/or professional association
Civil Engineer	<ul style="list-style-type: none"> - Responsible for the supervision of the structural works - Ensure conformity of the works with the structural designs 	<ul style="list-style-type: none"> - University degree in civil/structural engineering - At least 6 years of post-education experience - At least 4 years of designs and site supervision experience in any type of civil works - At least 2 site supervision experiences in similar facility construction, such as hostels, hotels/motels, apartments, schools, etc. - Fluent in English and Turkish - Valid registration with the related technical chamber and/or professional association

Electrical 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 - At least 8 years of post-education experience - At least 6 years of designs and supervision experiences of electrical works - At least 2 electrical designs and supervision of electrical installation experiences in similar facilities such as hostels, hotels/motels, apartments, schools, etc. - Fluent in English and Turkish - Valid registration with the related technical chamber and/or professional association
Mechanical Engineer	<ul style="list-style-type: none"> - Responsible for the supervision of the mechanical works - Ensure conformity of the works with the mechanical works designs 	<ul style="list-style-type: none"> - University degree in electrical engineering - At least 8 years of post-education experience - At least 6 years of designs and supervision experiences of mechanical works - At least 2 mechanical designs and supervision of HVAC installation experiences in similar facilities such as hostels, hotels/motels, apartments, schools, etc. - Fluent in English and Turkish - Valid registration with the related technical chamber and/or professional association
Health & safety expert	<ul style="list-style-type: none"> - Responsible to control that 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 	<ul style="list-style-type: none"> - University degree in any technical field - At least 8 years of post-education experience - At least 3 years of health & safety experience with a HS certificate obtained before January 2017 - At least 2 H&S activities in construction worksites - Fluent in English and Turkish - Valid registration with the related technical chamber and/or professional association

XII. 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 not limited to: professional fee, travel costs, office space/equipment, communication, organisation of events, presentations, support staff and translation costs. Prices in Euro 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 13 of the General Terms & Conditions for Services.

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 Form G, Financial Proposal Form, the breakdown of prices per deliverables, table 4, will be presented as per the deliverables presented in the table below.

Payments will be made according to the following schedules.

Outputs/deliverable	Timing ¹ (After)	Condition for Payment Release
Submission of detailed methodology and workplan Establishment of the site office	2 weeks	Within thirty (30) days from the date of meeting the following conditions: a. UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and Receipt of invoice from the Service Provider.
Interim payment certifications (up to 8 times)	Every six weeks	
Substantial completion procedures	12 months	
Maintenance & upkeep manual Removal of the site office	13 months	
DLP monitoring visits (3 times)	15, 18 and 21 months	
Final completion procedures	24 months	

¹ After access to site has been granted to the Work contractor