

## DRAFT Terms of Reference

### CONSULTANCY SERVICES FOR THE DESIGN AND SUPERVISION OF INFRASTRUCTURE WORKS FOR THE BASIC COMMUNITY ACCESS & DRAINAGE (BCAD) SUB-PROJECTS

#### 1. BACKGROUND

1.01 The Basic Needs Trust Fund (BNTF) Programme is a Regional grant-funded initiative of the Caribbean Development Bank (CDB) which started over 45 years ago and is now in its eleventh phase. BNTF is one of the CDB's key instruments for addressing poverty reduction by providing access to basic public services through the provision of social and economic infrastructure and the development of skills to enhance employability, community management and engagement. The eleventh phase of the BNTF Programme (BNTF 11) will continue to assist poor and vulnerable communities in nine BNTF Participating Countries (PCs), vis., Barbados, Belize, Dominica, Grenada, the Co-operative Republic of Guyana, Jamaica, Montserrat, Saint Lucia, St. Vincent and the Grenadines and Suriname. The BNTF Programme also includes a Regional Coordination component which is managed by CDB and supports programme implementation and management, and monitoring and evaluation.

1.02 Each PC has an established Implementing Agency (IA), which reports to an executing ministry, and is responsible for the administration of sub-projects in the respective country. BNTF 11 focuses on three key sectors/areas: Education and Human Resource Development (including citizen security, youth at risk, livelihoods and micro-enterprise development); Water and Sanitation and Basic Community Access and Drainage. The design of the sub-projects in these sectors/areas ensures gender inclusive participation by communities and transparency in community decision-making in the identification and priority setting process.

1.03 The Government of St. Vincent and the Grenadines (GOSVG) has received financing from the CDB towards the cost of financing the BNTF 11 Project and intends to apply a portion of the proceeds of this financing to eligible payments under contracts for **Consulting Services for the Design and Supervision of Infrastructure Works for the Basic Community Access and Drainage (BCAD) sub-projects.**

#### 2. OBJECTIVE

2.01 The objective of the consultancy is to provide Design and Construction Supervision (DCS) Services for five (5) sub-projects<sup>1</sup> to the IA during the implementation of the BNTF 11 Country Project. Consulting firms will be required to review existing designs and estimates (where available); advise on scope and adequacy of sub-project interventions, provide draft and final designs, provide engineering estimates, and prepare Bidding Documents (approved format). The work must consider thematic areas such as gender, climate change, energy efficiency, renewable energy and environmental assessment and seek to integrate disaster mitigation measures into infrastructure sub-projects. Firms will also be required to provide Supervision Services during the construction period.

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<sup>1</sup> Sub-project may not run concurrently, and DCS services may be reduced/terminated if the sub-projects aren't approved/implemented by the CDB or GOSVG.

2.02 The proposed sub-projects consist of:

**1. Construction of the Tebaru (Greiggs) Feeder Road (Parish – Charlotte)**

Existing Conditions: The Tebaru Feeder Road provides access predominantly to agricultural lands. The existing roadway (approximately 7280ft long and 12ft wide) consists of a combination of paved and unpaved sections, where some sections are located on relatively steep slopes. The road is surrounded by tall mountains, and a natural stream runs along sections of the roadways and the stream also crosses the roadway at some locations. Portions of the road are surfaced with asphalt pavement, while other sections remain unpaved earth or gravel tracks. Some sections of the roadway are heavily eroded, while some sections are intact.

The scope of construction works includes, but is not limited to, the following:

- Construction of approximately 4,260 linear feet of 12-foot wide reinforced concrete roadway (unpaved and deteriorated sections).
- Rehabilitation of approximately 3,020 linear feet of existing asphalt roadway, with drainage and other minor improvements.
- Installation of approximately 5,200 linear feet of new reinforced concrete drains.
- Integration and improvement of over 2,200 linear feet of existing drainage infrastructure.
- Construction of lay-bys at appropriate intervals along the full alignment.
- Provision of a turning area at the terminal end of the alignment.
- Localized culvert crossing works and associated discharge structures.
- Construction of a number of retaining walls to reduce erosion/road slippage

**2. Construction of the Owia Village Road (Parish – Charlotte)**

Existing Conditions: The alignment currently comprises an unpaved rural roadway providing access to residential properties.

The scope of construction works includes, but is not limited to, the following:

- Construction of approximately 640 linear feet of 12-foot wide reinforced concrete roadway.
- Construction of curb and slipper drains or other suitable drainage structures along the roadway alignment.
- Construction of reinforced concrete outfall box drain discharging to the existing watercourse.
- Provision of associated drainage discharge structures.

### **3. Construction of the Golden Vale Footpath (Parish – St. George)**

Existing Conditions: The alignment currently consists of a dirt track leading to residential properties, with limited structural support and inadequate drainage.

The scope of construction works includes, but is not limited to, the following:

- Construction of approximately 1,660 linear feet of reinforced concrete stair/footpath system.
- Installation of continuous curb and slipper drains along the alignment and outfall
- Construction of a number of retaining walls to improve slope stability.
- Construction of approximately 310 linear feet of 14-foot wide reinforced concrete roadway.
- Construction of a hammer-head turning area.

### **4. Construction of the Arnos Vale (Bum Bum) Drain and Footpath (Parish – St. George)**

Existing Conditions: A significant portion of the drainage infrastructure comprises earthen channels. The footpath and roadway areas are characterized by a combination of deteriorated concrete sections and unpaved surfaces.

The scope of construction works includes, but is not limited to, the following:

- Construction of approximately 430 linear feet of large reinforced concrete box drains.
- Construction of approximately 415 linear feet of reinforced concrete stair/footpath system.
- Installation of curb and slipper drains along the alignment and outfall.
- Construction of approximately 76 linear feet of 10-foot wide reinforced concrete roadway and associated drainage structures.

### **5. Construction of the Akers Hill Footpath (Parish – St. George)**

Existing Conditions: The alignment consists predominantly of a dirt track/path serving residential users, with limited drainage and structural support.

The scope of construction works includes, but is not limited to, the following:

- Construction of approximately 880 linear feet of reinforced concrete stairs/footpath.
- Installation of continuous curb and slipper drains or appropriate drainage structures along the alignment and outfall.
- Construction of retaining walls to improve slope stability at critical points along the alignment.

**The scope of works for each sub-project is indicative and may be refined or adjusted at**

the Request for Proposals (RFP) stage.

### 3. SCOPE OF SERVICES AND REPORTING REQUIREMENTS

#### 3a. Design Services

3.01 The Consultant, in consultation with the IA and sub-project stakeholders, shall provide the architectural and engineering services necessary for the preparation of designs, plans, specifications, detailed activity schedules/bill of quantities for the Works, tender documents and estimates of cost thereof in sufficient detail to allow GOSVG to consider and approve the suitability of such designs for the purposes for which the Works are intended, complying with the following requirements:

1. Collect and review relevant data in addition to conducting all necessary topographic, and cadastral surveys and geotechnical, and traffic investigations required to effectively carry out the technical services;
2. Conduct community consultations to obtain/verify information on existing environmental issues, past hazard events and hazard vulnerability of the proposed sub-project site(s) and surrounding areas; and community disaster preparedness and response. The Consultant shall discuss considerations for improving resilience to climate change and natural hazard events.
3. Advise on the need for a more detailed climate vulnerability risk assessment following the initial climate risk screening;
4. In the absence of a grievance redress mechanism (GRM) at the BNTF IA level, the Consultant should prepare a project level GRM, The IA shall be responsible for the implementation, management, and ownership of the GRM, including the receipt, acknowledgement, and resolution of concerns and complaints related to sub-projects. The Consultant shall provide support to the IA, including guidance during setup and periodic reporting on GRM performance, as required;

3.02 Prepare an Inception Report which shall provide full details on how the Consultancy will be executed and a brief summary of critical issues to be addressed. The report shall include maps with the project's limits; topographic surveys, preliminary site investigation and subsoil investigation findings; findings of various tests undertaken; design methodologies and criteria to be utilized; notes; etc. A schedule for the undertaking of the Assignment shall be included in the Inception Report;

3.03 For each sub-project, develop an Environmental and Social Management Plan (ESMP) based on findings ascertained from the BNTF Environmental Screening Checklists and other assessments conducted by the Consultant. The ESMP will outline potential direct and indirect environmental, climate, and social/gender impacts for both construction and operational phases, along with feasible, cost-effective mitigation measures that prioritize nature-based solutions where possible. It will define implementation timelines, responsibilities, resource allocation, and monitoring arrangements, addressing areas such as biodiversity protection, waste and wastewater management, traffic control, hazardous materials handling, dust and noise mitigation, and community and worker health and safety. The ESMP will also include environmental, social, and health and safety performance indicators, reporting and review

mechanisms, feedback processes for project adjustments, and any necessary institutional strengthening measures, including staffing and training, to ensure effective implementation and supervision;

3.04 Prepare a Design Report, plans, specifications, and detailed activity schedules/ bills of quantities for all amenities and a tender document in compliance with local building codes and to normally accepted design codes of practice;

- (a) Prepare a Design Report including calculation parameters for critical elements, results and models, justification of proposed construction methodology, justification for use of special/local materials, elements, etc.;
- (b) Designs and contract plans shall be prepared on 11"x17" (tabloid) or other acceptable sheets to a suitable scale with all dimensions clearly shown and indicating details of construction. The Consultant shall furnish one (1) hard copy of each final drawing to the IA, one (1) electronic copy in AutoCAD format, and one (1) electronic copy in PDF format;
- (c) The Consultant shall prepare specifications including a description of each item, materials to be used, properties of materials, methods of measurements, basis for payment, and all other technical requirements for the construction, in accordance with the designs and plans. The Consultant shall furnish one (1) bound copy of such specifications to the IA, one (1) electronic copy in Microsoft Word format, and one (1) electronic copy in PDF format;
- (d) An estimate of the quantities of the various items of work required shall be prepared in an appropriate form, for use as an activity schedule/unit rate type of construction contract. The Consultant shall furnish to the IA one (1) hard copies of the estimates, one (1) electronic copy prepared in Microsoft Excel format, and one (1) electronic copy prepared in PDF format;
- (e) Estimates of the construction works shall be submitted as confidential information for the IA and the Bank, thereby, serving as guidelines to the IA and the Bank in analyzing bids for the construction works; Estimates shall be prepared in the form of a detailed activity schedule/Bills of Quantities, in Microsoft Excel format;
- (f) Tender Document, one (1) hard copy and one (1) electronic copy to the IA, based on CDB's Tender Document for Small Works inclusive of items (b), (c), and (d) above in Microsoft word format;
- (g) Invitation to Bid (ITB) for the works contracts for each sub-project after consultations with the IA. One (1) hard copy and one (1) electronic copy to the IA in Microsoft Word format;

3.05 Develop maintenance plans and scheduling for all amenities so as to have beneficiaries promote, organize, and execute routine maintenance;

3.06 Assess any changes in the physical, environmental or other conditions that may have occurred since the time of the sub-project preparation/design and advise on the effect these

changes may have on sub-project costs and/or time. The Consultant shall put in place adequate measures to deal with these circumstances. If required, propose revisions to the construction contract documents, which shall be sanctioned by the Employer prior to revisions becoming effective;

3.07 Modify the construction works if the engineering estimates of the construction cost, inclusive of an allowance for the contingencies (10%), value added tax, price increases and ancillaries, where applicable, exceed the sub-project allocated cost, so as to bring the estimated cost of construction works within, or as near as possible to, the allocated cost. Any such modification shall be included in the final design; and

3.08 Attend **ALL** Pre-bid Meetings, Bid Openings, Contract Signings, and Contractor Introduction Meetings.

#### **Pre-Construction Services**

3.09 The pre-construction services shall be guided by the Procurement Policy for Projects financed by CDB (November 2019) and Procurement Policy for Projects Financed by CDB (January 2021). The Consultant shall in consultation with the IA, furnish a Bid Evaluation Report for each sub-project in accordance with the CDB's Guidance note: Bid Evaluation for Goods, Works and Non-consulting Services (June 2021), within two weeks of tender opening.

#### **4. SUPERVISION SERVICES (TECHNICAL INSPECTION OF CONSTRUCTION)**

4.01 It is hereby accepted by the Consultant that the Supervision portion of this outlined Scope of Works is not automatic and is subject to a review of the Consultant's performance during the Design or Formulation phase. The Consultant shall provide the following professional services for the technical inspection/Supervision of construction Works reporting to both the BNTF IA and the CDB:

- (a) Provide the necessary Engineers, Inspectors, and Surveyors per sub-project, with relevant qualification, to oversee the performance of the Works, and require that such performance be in accordance with the plans and specifications prepared by the Consultant. Such Engineers, Inspectors and Surveyors will have no obligation or authority to determine the manner in which the Contractor performs the construction work unless specifically provided for in the specifications. They will investigate, report and advise on unusual circumstances which may arise during construction.
- (b) Provide an on-site Clerk of Works for each sub-project, with relevant qualifications and experience, to carry out daily full-time construction works supervision. The Clerk of Works shall oversee the performance of contract implementation and shall require that such performance be in accordance with the plans, designs, and specifications prepared by the Consultant. The Clerk of Works shall also undertake, but not be limited to the following tasks:
  - (i) The inspection of all critical elements during the construction works;

and

- (ii) Collect and report to the Consultant and IA all sub-project complaints.
- (c) Revise designs to suit unforeseen conditions which may arise during construction;
- (d) Undertake monitoring based on each of the sub-project's ESMP, which shall include:
- (i) ensuring that the Contractor adheres to the proposed mitigation measures;  
  
auditing and evaluating the sub-project's ESMP performance based on CDB's Environmental and Social Review Procedures (ESRP) and the BNTF Environmental Guidelines Manual;
  - (ii) enforcing compliance with environmental guidelines within the limits of the Contract Documents; and
  - (iii) informing the IA of any concurrent violation that might merit the suspension of construction works until the corrective/mitigation actions have taken place.
- (e) Consult with and advise the BNTF IA and GOSVG during the construction period.
- (f) Conduct monthly progress meetings between the Consultant, Contractor and the BNTF IA, and prepare and issue minutes of said meetings.
- (g) Submit one (1) bound copy, one electronic copy in Microsoft Word format and one (1) electronic copy in PDF format of monthly reports on the progress of the Works. As a guide, the BNTF reporting format for sub-project inspection by Consultants shall be used for reporting on the works, which shall include:
- (i) photographs of works progress;
  - (ii) Progress charts and drawings;
  - (iii) Materials testing records;
  - (iv) Site notes and minutes of site meetings and PMC meetings;
  - (v) Changes required to the contract completion date and contract value;
  - (vi) Correspondences between the Consultant/Contractor and IA/PMC during the month; and
  - (vii) Updated work program of cash flow and project schedule.

- (h) Submit one (1) bound copy, one (1) electronic copy in Microsoft Word format, and one (1) electronic copy in PDF format of monthly environmental/ social performance reports. Each report shall highlight the works Contractor's performance with regards to the ESMP, any unintended actions (positive and negative) and residual issues over the reporting period and shall include copies of environmental checklists;
- (i) Check all shop and working drawings prepared by the Construction Contractor and suppliers to ensure full compliance of such drawings with the requirements of the Consultant's designs, plans and specifications;
- (j) Advise the IA on the suitability of sub-contractors;
- (k) Recommend and oversee tests to be performed on materials and equipment to be incorporated in the Works, such as testing of concrete cylinders, special soil tests and compaction tests;
- (l) Review and approve monthly estimates and invoices submitted by the Construction Contractor for payment of work completed, and prepare payment certificates; and ensure that advanced payments to the Construction Contractor are utilized for the intended purpose;
- (m) Ensure that the Contractor has a site diary and that it is kept up to date and is accessible to all visitors;
- (n) Issue specific instructions to the Contractor, and record these in the Site Record Book/Site Diary;
- (o) Verify the quantity and quality of materials being delivered to the site. This to be recorded;
- (p) Supply the Contractor with geometric surveys, schedules, specifications, bills of quantities and other Contract Documents to allow him/her to prepare a construction schedule and to review and/or revise such schedule upon receipt as well as periodically during the execution of the Works;
- (q) Ensure that benchmarks and other survey information are used to properly set out Works;
- (r) Prepare and supply to the Contractor variation orders with revisions to contract drawings, additional specifications or details that may be required for the proper execution of the Works, after having received approval from the Client/Employer for those variations. The Consultant must present to the Client/Employer any variations including estimate of cost identified within twenty-four (24) hours of identification. The details of the variation must then be provided to the Client/Employer within two (2) weeks of identifying the need for a variation(s) on site;

- (s) Where the Contractor has ceased to perform works as required by the terms of the Construction agreement, the Consultant must advise the Client/Employer and make relevant recommendations (including termination);
- (t) Where a Contractor is terminated the Consultant must provide the Client/Employer with a detailed report comprising i) complete inventory of material on site (for civil work projects); ii) an estimated value of the reported inventory; iii) photographs of the inventory and state of the incomplete works; iv) statement on the state of the incomplete works; v) details of the work done to the date of termination; and vi) details of what is required to complete the works;
- (u) Review and approve drawings, samples and other submissions of the Contractor only for specific conformity with the design concept of the Project and for compliance with the information given in the Contract Documents;
- (v) Review and approve request for Extension of time. The Consultant/Supervisor must present to the Client/Employer, the details of an Extension of Time request within two (2) weeks of receiving a request for Extension of Time;
- (w) Liaise with the Project Manager and relevant authorities and offer assistance so as to expedite the acceptance and takeover of the Works;
- (x) Ensure good occupational health and safety practices (including the wearing of personal protective equipment) are followed on-site during construction;
- (y) Make a final inspection of the completed Works, recommend the issuing or non-issuing of the completion certificate within 14 days of the Works Contractor request for issuance, and prepare a Completion Report, two (2) bound copies of the Completion Report and one (1) electronic copy in PDF format to the IA, the Beneficiary Community and the CDB, within 42 days of the end of work by the Construction Contractor, including therein:
  - (i) a Certificate of Practical Completion, a Certificate at making Good Defects, and a Final Certificate as required by the construction contract;
  - (ii) as-built drawings and financial statements setting forth the total cost of all elements of the Works (financial statements will not be required for the completion report for the Beneficiary Community);
  - (iii) the principal design criteria used, a brief history of the construction work, and recommendations for improving construction practices; and
- (z) Carry out bi-monthly inspections of the construction works as needed during the Defects and Liability period; the issuing of instructions to the Contractor to rectify defects within two (2) weeks of inspection; and the preparation and submission of the Defects and Liability Certificate upon rectification of defects stating that all defects have been completed;

## **5. SOCIAL AND ENVIRONMENTAL MITIGATION MEASURES**

5.01 In keeping with the requirements of the approved ESMPs and CDB's Environmental and Social Review Procedures, the Consultant is required to:

- (a) Review the social and environmental mitigation measures specified in the ESMP and Contract, and ensure that the Contractor is aware of the said measures;
- (b) Enforce compliance with social and environmental guidelines for quality control, environmental and social management, and health and safety, within the limits of the Contracts;
- (c) Report on the positive and negative findings of the environmental and social management supervision activities and the performance of the Contractor in complying with the ESMP (including any non-compliances, need for corrective action, and emerging opportunities) via the monthly reports on environmental and social performance;
- (d) Immediately inform the IA and CDB of any violation or accident that might merit the suspension of works until the corrective/mitigation actions have taken place;

## 6. **COMMUNITY ENGAGEMENT**

6.01 The Consultant shall include the following professional services for engagement with the Beneficiary Community (men, women, and other social groups where relevant) during the design and supervision stage of the sub-projects' implementation:

- (a) in consultation with the BNTF IA ensure community engagement (participation, communication, education and awareness, resilience building) during the execution of services up to completion;
- (b) review the community needs and assets assessment (CNAA), sub-project profile, environmental screening checklist and any other appraisal documentation outlining the needs to be addressed and the forms of capital to be considered during the implementation of the sub-project;
- (c) provide any labor opportunities, as stipulated in the sub-project profile, recognizing time implications for both women and men;
- (d) integrate any community commitments to volunteering and other contributions in the activity plan for the Works;

## 7. **REPORTING AND ACCOUNTABILITY**

7.01 The Consultant shall contribute to the BNTF sub-project monitoring process and ensure

timely completion of acceptable output and outcomes focused reports, complying with the following requirements:

- (a) Complete progress and completion reports according to the reporting template provided by the CDB and based on a timetable to be agreed with the IA and the CDB, to inform the IA’s sub-project monitoring and completion reports;
- (b) Provide details of labor opportunities and other employment generated for community residents (women, men, youth) or members of organizations;
- (c) Proactively communicate implementation challenges, problems and risks immediately to the IA and the CDB, while taking necessary steps to address these in keeping with the professional services;
- (d) Notify Client/Employer timely if community contribution is not being performed; and
- (e) Audit, evaluate and report on the sub-projects’ environmental and social management performance based on the BNTF Environmental and Social Guidance Manual.

**8. QUALIFICATIONS AND EXPERIENCE**

8.01 The consulting team should consist of persons having appropriate professional and academic qualifications and have relevant experience in the areas of civil engineering and construction supervision. Specific experience in community development in the Caribbean will be an asset.

No.	Consulting Team Requirements		
	Position	Qualifications	Experience
K-1	Civil Engineer	Bachelor’s degree in Civil Engineering	8 years’ experience working in the construction industry on similar assignments.
K-2	Cost Consultant/Quantity Surveyor	Bachelor’s degree in Civil Engineering, or Quantity Surveying	8 years’ experience working in the construction industry on similar assignments.
K-3	Social and Environmental Specialist	Bachelor’s degree in Environmental Science/Studies	8 years’ experience working on environmental and social assessments, and monitoring and reporting on environmental and social impacts of projects.
N-1	Site Clerk <b>(One required for each sub-project assuming concurrent sub-project implementation)</b>	Associate Degree in Building Construction or any other equivalent	5 years’ working in the construction industry on similar assignments.

**Commented [PW1]:** How many similar assignments?

**9. COMMENTS BY THE CONSULTANTS**

9.01 The Consultant is requested to make comments on, and suggestions for, improvements to these Draft Terms of Reference in their technical proposal. The financial implications, if any, of these recommendations should be indicated separately in the Financial Proposal.

#### 10. **DURATION OF THE CONSULTING ASSIGNMENT**

The assignment is expected to be conducted within the approximate timeframes below:

**Design/Tender Period** – 8 months (all sub-projects)

##### **Approximate Construction Periods**

Tebaru (Greiggs) Feeder Road -14 Months

Owia Village Road – 5 Months

Golden Vale Footpath – 12 Months

Arnos Vale (Bum Bum) Drain and Footpath – 6 Months

Akers Hill Footpath – 8 Months

The estimated construction periods are indicative and may be refined or adjusted at the Request for Proposals (RFP) stage.

**There will be 12-month Defects Liability Period for all sub-projects.**

#### 11. **DELIVERABLES**

11.01 The Consultant will present one (1) hard copy and one (1) electronic copy of each report to the BNTF IA. Copies of all data used in the preparation of the reports shall also be submitted. The BNTF IA and the CDB will forward comments on each report to the Consultant within two (2) weeks of receipt. These reports are as follows:

- (a) **The design deliverables to be submitted shall include:**
- (i) The Consultant shall prepare an Inception Report in keeping with the Scope of Services – Design Services 3.02, within six (6) weeks of commencement of services;
  - (ii) The Consultant shall prepare an Environmental and Social Management Plan (ESMP) in keeping with the Scope of Services – Design Services 3.03, within ten (10) weeks of commencement of services;
  - (iii) The Consultant shall prepare the Design Report, plans, specifications, bills of quantities/ activity schedules, and estimates, tender documents, ITBs in keeping with the Scope of Services – Design Services 3.04, within sixteen (16) weeks of commencement of services;
  - (iv) The Consultant shall prepare the maintenance plans and scheduling, in keeping with the Scope of Services – Design Services 3.05, within eight (8) weeks of the acceptance of the Design Report, plans,

specifications, bills of quantities/ activity schedules, and estimates; and

- (v) The Consultant shall prepare the Bid Evaluation Reports, in keeping with the Scope of Services – Design/Pre-construction Services 3.09, within two (2) weeks of the bid openings.

**(b) Supervision Services Deliverables**

- (i) The Consultant shall prepare Progress Reports, in keeping with the Scope of Services – Supervision Services 4.01 (g) on a monthly basis;
- (ii) The Consultant shall prepare Environmental and Social Progress Reports, in keeping with the Scope of Services – Supervision Services 4.01 (h) on a monthly basis;
- (iii) The Consultant shall prepare Completion Certificates and a Completion Report, in keeping with the Scope of Services – Supervision Services 4.01 (y), within six (6) Weeks of the end of the construction works.
- (iv) The Consultant shall prepare bi-monthly defects lists to the Contractor, in keeping with the Scope of Services – Supervision Services 4.01 (z), within two (2) weeks of carrying out inspection; and
- (v) The Consultant shall prepare Defects-Liability Certificates, in keeping with the Scope of Services – Supervision Services 4.01 (z), within two (2) weeks of the defects having been rectified.

**12. TERMS OF PAYMENT**

12.01 The payment schedule is as specified below and summarized in tables below:

**DESIGN SERVICES – PAYMENT OF PROFESSIONAL FEES**

Payment for Design Services					
Deliverable	Tebaru (Greiggs) Feeder Road	Owia Village Road	Golden Vale Footpath	Arnos Vale (Bum Bum) Drain and Footpath	Akers Hill Footpath
11.01-a-(i) - Following submission and acceptance of Inception Report	10% of Design Services Cost	10% of Design Services Cost	10% of Design Services Cost	10% of Design Services Cost	10% of Design Services Cost

11.01-a-(ii) - Following submission and acceptance of <b>ESMP</b>	10% of Design Services Cost	10% of Design Services Cost	10% of Design Services Cost	10% of Design Services Cost	10% of Design Services Cost
11.01-a-(iii) - Following submission and acceptance of <b>Design Report, Tender Documents (plans, specifications, bills of quantities/activity schedules) and estimates</b>	60% of Design Services Cost	60% of Design Services Cost	60% of Design Services Cost	60% of Design Services Cost	60% of Design Services Cost
11.01-a-(iv) – Following submission and acceptance of <b>Maintenance Plans and Scheduling</b>	10% of Design Services Cost	10% of Design Services Cost	10% of Design Services Cost	10% of Design Services Cost	10% of Design Services Cost
11.01-a-(v) – Following award of Works contracts	10% of Design Services Cost	10% of Design Services Cost	10% of Design Services Cost	10% of Design Services Cost	10% of Design Services Cost
<b><u>Design Services Total</u></b>	<b><u>100%</u></b>	<b><u>100%</u></b>	<b><u>100%</u></b>	<b><u>100%</u></b>	<b><u>100%</u></b>

*NOTE: Design Stage*

Incomplete/substandard submissions will not be accepted. Reports must be submitted as per deadlines in contract. Payments will only be made upon the approval of deliverables. The payment to the Consultant is a FIXED FEE together with reimbursable expenses and will be on a stage and performance basis only. All payments will be made within 28 days of approval.

Payment for reimbursable expenses including travelling will be made upon submission of detailed invoices and will also be in conjunction with the above payment schedule during the Design and construction contract period.

For Design, Penalties of 2% deductions per 5 days will be applicable for late submissions up to a maximum of 10% of the contracted total of the Professional fees.

**TECHNICAL INSPECTION / SUPERVISION SERVICES –  
PAYMENT OF PROFESSIONAL FEES**

<i>Supervision</i>	Payment for Supervision Services shall be made on a monthly basis commencing one (1) month after the start of the construction works, upon receipt of the <b>Monthly Progress Reports</b> and <b>Monthly Environmental and Social Performance Reports</b> , and submission of invoice(s) by the Consultant. The amount of each payment due to the Consultant shall be in proportion to the value of the construction works carried out in relation to the total value of the construction works, provided, however, that an amount of 5% will be retained until submission of the Project Completion Report, acceptable to the IA, and an additional 5% will be retained until the submission of the <b>Defects-Liability Certificate</b> .
Note: Monthly reports are due on or before the 10 <sup>th</sup> day of each month for the preceding month. Failure to submit monthly reports will result in a 1% deduction per 5 days after the report is due and the deductions will not be reinstated.	
Payment for reimbursable expenses including travelling will be made upon submission of detailed invoices, supporting bills/receipts/ documentations.	