

DRAFT TERMS OF REFERENCE FOR A LENDERS TECHNICAL ADVISOR FOR THE GRANTLEY ADAMS INTERNATIONAL AIRPORT EXPANSION PROJECT

1. BACKGROUND

The Grantley Adams International Airport Expansion Project, with a total estimated value of USD 120.612 million, represents a strategic investment in Barbados' aviation infrastructure to be made in 2026. Jointly financed by the Caribbean Development Bank (CDB) and CIBC Caribbean (Barbados) Limited, with counterpart funding provided by GAIA Inc., the Project is designed to strengthen operational efficiency, enhance safety and security, and advance environmental sustainability at the airport. GAIA Inc., as the Borrower, will serve as the Implementing Agency.

The Project will include project preparation, infrastructure works, engineering and construction related services, goods, institutional strengthening, other project support services, and project management. The overarching objective of the Project is to transform GAIA into a modern, resilient, and sustainable hub that meets international standards while delivering improved services to passengers and stakeholders. Specifically, the Project will:

- Improve service delivery and elevate the passenger experience through upgraded facilities and streamlined processes.
- Enhance environmental compliance by modernizing waste management systems and integrating sustainable practices.
- Optimize operational efficiency across both terminal and airside systems, ensuring smoother operations and reduced bottlenecks.
- Reinforce adherence to international safety and security standards, safeguarding the airport's reputation and compliance with global aviation requirements.

The financing structure reflects a balanced partnership between multilateral, commercial, and counterpart contributions:

- A loan from CDB to GAIA Inc. of up to USD 46.428 million, comprising USD 40 million from Ordinary Capital Resources and USD 6.428 million from Special Funds Resources under the Eleventh Cycle of the Special Development Fund (Unified), representing 38% of total project costs.
- A grant from CDB of up to USD 800,000 from Special Funds Resources under SDF 11, representing 1% of project costs, to support engineering, construction-related services, and institutional strengthening.
- A loan from CIBC Caribbean (Barbados) Limited of up to USD 52.5 million, representing 44% of project costs, to finance infrastructure works and goods. Execution and effectiveness of this facility is a condition precedent to the first disbursement of the CDB loan.
- Counterpart funding from GAIA Inc., indicatively valued at USD 20.634 million, ensuring local ownership and commitment to the Project.

Given the scale, complexity, and multi-source financing of the Project, the appointment of a Lenders Technical Advisor (LTA) is critical. The LTA will provide independent oversight, technical guidance, and fiduciary assurance to ensure that project implementation aligns with international best practices and the requirements of all financing partners. The selection of the LTA is therefore justified as a safeguard to protect the integrity of the investment, strengthen institutional capacity, and guarantee that the Project delivers its intended outcomes of enhanced operational efficiency, safety, and environmental sustainability at Grantley Adams International Airport.

2. OBJECTIVES

The Lenders' Technical Advisor (LTA) consultancy safeguards lenders' financial interests by delivering independent, impartial technical oversight through the following key objectives:

- **Technical Documentation Review:** Conduct thorough, unbiased evaluations of designs, schedules, budgets, contracts, and other critical documents to identify gaps or inconsistencies that could hinder project execution or delivery.
- **Independent Risk Assessment and Management:** Detect and evaluate risks, spanning design, construction, environmental, contractual, and permitting factors, that may impact project performance or loan repayment.
- **Compliance Monitoring:** Verify that project delivery aligns with loan agreements, contractual obligations, and regulatory requirements, ensuring milestones and deliverables are achieved.
- **Progress and Drawdown Verification:** Confirm that reported progress matches actual completion, certifying loan disbursements are justified and preventing premature or excessive fund releases.
- **Performance & Completion Assurance:** Assess at critical stages whether the project can meet its intended operational objectives (capacity, efficiency, safety) and ensure warranties, guarantees, and insurance protections are in place for lenders.
- **Lenders and Project Team Interface:** Translate technical complexities into financial risk terms, providing clarity and confidence to non-technical stakeholders regarding project status.

3. SCOPE OF WORK

The team of consultants will carry out the activities described hereunder and any other activities necessary to accomplish the stated objectives of the consultancy assignment, whether or not a specific activity is cited in these Terms of Reference. The scope of services includes, but is not limited to:

PHASE 1: PROJECT DUE DILIGENCE AND LENDER'S REPORT

Phase 1 establishes the technical, financial and contractual baseline for the Lenders. The Lender's Report shall be submitted prior to the first drawdown and must address the following areas:

Technical Documentation Review and Due Diligence

The LTA shall undertake a thorough technical review of the project, including:

- Review engineering designs, construction plans, and technical specifications against applicable standards and regulatory requirements (including, where relevant, ICAO, IATA, EASA, and local Civil Aviation Authority requirements).
- Verify the adequacy of design margins for capacity and performance (e.g., passenger throughput, aircraft stands, baggage systems, facility service levels).
- Assess constructability, sequencing, and interface risk across work packages (e.g., main terminal, baggage handling systems, incinerator and wastewater facilities, utilities, etc.)
- Assess the adequacy of permits, approvals, and compliance with applicable regulatory and environmental requirements.

Review Project Contracts

The LTA shall review the key project contracts and procurement documents to determine:

- Suitability of the terms and conditions of construction contracts and sub-contracts, confirming acceptability of general terms and compliance with industry best practices.
- Suitability, appropriateness, and completeness of technical information, specifications, and performance requirements.
- Review of major supply contracts for technical completeness, performance guarantees, warranty terms, and liquidated damages provisions.
- Assessment of interface and coordination mechanisms between contractors, designers, and operators.
- Review of insurance policies and warranties for adequacy.
- Ensuring alignment between technical and financial terms within the project documents.

Cost and Schedule Analysis

The LTA shall validate the financial and scheduling assumptions underpinning the project, including:

- Review the detailed CAPEX breakdown, unit rates, and contingency assumptions and assess their reasonableness.
- Benchmark cost estimates against comparable regional or international projects of similar scope and complexity.
- Provide a summary of the main lines of project cost by quarter (or monthly, as appropriate), including key assumptions, contingencies, and supporting documentation.
- Validate the project cash flow forecasts and contingency provisions.
- Review and comment on the proposed project timetable, main construction milestones, and expected completion date.
- Assess the realism of timelines and identify potential schedule risks.

Risk Assessment

The LTA shall identify and analyse technical risks associated with the project, including:

- Identify design flaws, construction execution risks, or interfaces that may lead to cost overruns or schedule delays.
- Highlight risks associated with project specifics as well as broader micro and macro influences (e.g., supply chain constraints, weather, regulatory changes).
- Provide recommendations to the Lenders to mitigate identified risks.
- The LTA shall provide a consolidated opinion on the completeness and appropriateness of the data provided and highlight any material risks associated with the completeness of the project plan and contracts.

Environmental and Social Compliance

The LTA shall confirm that the project's environmental and social framework is adequate, including:

- Review of the project's compliance with applicable environmental, social, and governance (ESG) standards.
- Assessment of the project's adherence to lender-specific environmental and social safeguards.
- Identification of any outstanding environmental permits or approvals required prior to construction commencement.

Conflicts of Interest and Certification

The LTA shall carefully review and adhere to the established policies and procedures. The following requirements apply:

- All applicable certification elements must be addressed in the Lender's Report.
- Any and all conflicts of interest must be disclosed in the fee proposal prior to acceptance of the engagement and must be reiterated within the report itself.
- The LTA shall confirm, in writing, its ability to adhere to the certification requirements set out by CIBC Caribbean.
- The LTA shall confirm whether the initial assessments will be undertaken entirely in-house or whether any component will be subcontracted, identifying any proposed sub-consultants.

PHASE 2: CONSTRUCTION MONITORING AND DRAWDOWN REPORTING

Phase 2 commences upon project commencement and continues until the issuance of a Project Completion Certificate. The LTA shall monitor the project continuously and provide the following services:

Construction Progress Monitoring

- Conduct regular site visits to verify construction progress against the approved schedule and budget.
- Confirm that construction quality meets contractual, technical, and regulatory standards.

- Monitor contractor performance and flag deviations, non-conformances, or concerns to the Lenders at the earliest opportunity.
- Oversight of the interaction with, and performance of, the main project parties (Main Contractor, Independent Consultants, Employer's Representative, etc.).
- To review and provide an independent opinion on any contractor claims, variations, and force majeure events.

Drawdown Endorsement

The LTA shall endorse drawdown requests on behalf of the Lenders in accordance with the following requirements:

- Complete the Bank's prescribed Drawdown Submission Form with each drawdown recommendation, addressing the status of funds, time required to complete, and an assessment of any project cost overruns or timetable delays to completion.
- The build-up supporting each drawdown recommendation shall be consistent with and traceable to the cost breakdown established in the Phase 1 Lender's Report.
- The LTA shall confirm, with each drawdown recommendation, that work completed to date is consistent with the amount claimed and that the outstanding loan balance is sufficient to complete the project.

Monthly Reporting

The LTA shall provide clear, written monthly progress reports to the Lenders covering:

- Overall project status (programme, cost, quality, health & safety).
- Assessment of risks and issues, with recommended mitigation actions.
- Contractor performance assessment.
- Confirmation of compliance with regulatory, environmental, and social requirements.
- Updated cost-to-complete and cash flow forecast.

Milestone Certification

The LTA shall provide independent certification of key project milestones as required by the Lenders, including but not limited to:

- Completion of defined construction phases.
- Provisional Acceptance / Practical Completion.
- Final Completion and the issuance of a Project Completion Certificate confirming the project is ready to enter operations.

Commissioning and Operational Readiness

- Review and confirm that testing, commissioning, and programmes are being executed in accordance with contractual requirements.
- Confirm readiness for Provisional and Final Completion evaluations.

- Assess readiness for operational start-up and verify that performance tests meet contractual thresholds.

PHASE 3: POST CONSTRUCTION

Post-Construction Evaluation

- Following completion, provide a post-construction evaluation summarising overall project performance against the original baseline established in Phase 1, including cost, schedule, and quality outcomes.

4. SUMMARY OF DELIVERABLES

- **Inception Report:** to be submitted within four (4) weeks of mobilisation, confirming the LTA's understanding of scope, proposed work plan and methodology, team deployment schedule, planned site visit frequency, and any early observations on data availability.
- **Project Due Diligence and Lenders' Report:** to be submitted within eight (8) weeks of receipt of comments of the Inception Report. This report serves as the comprehensive baseline document for lenders. It consolidates all critical reviews and analyses into a single deliverable, which includes:
 - Technical Due Diligence Assessment
 - Contracts Review Assessment
 - Cost and Schedule Analysis Assessment
 - Risk Assessment
 - Environmental and Social Compliance Assessment
 - Certification and Conflict of Interest Assessment
- **Monthly Progress Reports:** to be submitted within the final week of every month during project implementation. These reports serve as the central deliverable during construction monitoring and activity progress. They consolidate all oversight, verification, and certification activities into a single recurring document, which includes:
 - Construction Monitoring and Oversight
 - Drawdown Verification and Endorsement
 - Project Status and Risk Management
 - Milestone Certification Updates
- **Post-Construction Evaluation:** to be submitted within eight (8) weeks of receipt of the certificate of completion of all works. This report provides a comprehensive assessment of the project's overall performance following completion. It compares actual outcomes against the baseline established in Phase 1: Project Due Diligence and Lenders' Report and includes:
 - Cost Assessment
 - Schedule Assessment
 - Quality Assessment

- Risk Assessment
- Operational Readiness and Performance Assessment
- Contractors and Stakeholders Performance Review
- Warranties, Guarantee and Insurance Confirmation
- Lessons Learned and Recommendations

5. LTA INDEPENDENCE PROVISIONS

The Lender's Technical Advisor ("LTA") shall be required to maintain complete independence from the Borrower, the main contractor(s), the designer(s), all sub-contractors, and the airport operator for the full duration of the assignment. At no time shall the LTA enter into any arrangement, agreement, or relationship with any of these parties that could compromise, or reasonably be perceived to compromise, its independence.

Any actual or potential conflict of interest must be fully disclosed in the LTA's fee proposal. Failure to disclose such conflicts will result in immediate disqualification from consideration for the assignment. Independence must be preserved without exception throughout the engagement.

In addition, the LTA shall sign a confidentiality clause protecting all lender-sensitive information. This confidentiality obligation shall survive termination or expiration of the engagement and remain in force indefinitely.

6. REPORTING REQUIREMENTS AND PROVISIONS

The consultant will report to the relevant designated authorities of the Lenders. The consultant will make monthly presentations to the Lenders on project progress. These presentations will start with the Project Due Diligence and Lenders' Report and should be scheduled every four (4) weeks or as agreed by all parties. In the fulfilment of all reporting requirements, data and information presented shall, to the extent practicable, be disaggregated by appropriate measure.

Reports shall be submitted in English, in WORD as complete documents, as well as in PDF and Excel and/or other formats used in their creation. Electronic copies of all data used in the preparation of the reports shall also be submitted to the Lenders in formats that readily allow further analysis of the data. The reports and related data and information will be the sole property of the Lenders. A period of two (2) weeks should be allowed for the receipt of comments on the key deliverables.

7. DURATION

The assignment is to be completed over a period of approximately 72 weeks (18 months).

8. QUALIFICATIONS AND EXPERIENCE

It is the Consultant's responsibility to ensure that their team has an appropriate mix of key and non-key experts required to satisfy the full requirements of the TOR. As a guide only, it is

considered that the consulting team is likely to need to include the following key experts. All of the members of the consulting team must have excellent communication and interpersonal skills; valid experience in assessing or evaluating of projects with MDBs and must be fluent in English and possess relevant computer skills. The key experts required for the Consultants' team and their minimum qualifications and experience are as follows:

Key Expert 1 – Team Leader / Lenders' Technical Advisor: Minimum of 15 years' professional experience in providing independent technical oversight of major construction projects, with a post-graduate degree in Civil Engineering, Structural Engineering, Construction Management, or a related discipline. The expert must demonstrate substantial experience serving as a Lender's Technical Advisor, Owner's Engineer, or Independent Certifier on bank-financed infrastructure projects, with a proven ability to impartially assess and certify contractor claims, drawdown requests, and milestone completions. Familiarity with international standards and guidelines relevant to airport infrastructure is required. The Team Leader must have demonstrated experience in leading multidisciplinary teams and in delivering impartial, high-quality technical advice to the Lenders, safeguarding their interests through objective evaluation and reporting, rather than only direct involvement in project delivery functions.

Key Expert 2 – Environmental, Social & Regulatory Compliance Specialist: Minimum 10 years' experience in environmental and social safeguards within infrastructure or construction projects. Expertise in regulatory compliance, environmental impact assessments, social risk management, and stakeholder engagement. Holds a post-graduate degree in Environmental Science, Environmental Engineering, Social Sciences, or related field. Proven ability to ensure alignment with national regulations and international standards, including MDB safeguard policies, while supporting sustainable project delivery.

Key Expert 3 – MEP / Systems Engineer (Building Services): Minimum 10 years' experience in the design, coordination, and delivery of mechanical, electrical, and plumbing systems for major construction and infrastructure projects. Holds a post-graduate degree in Mechanical Engineering, Electrical Engineering, Building Services Engineering, or related field. Demonstrated expertise in HVAC design, incinerator waste, wastewater and sanitation systems, fire safety, and building management systems, with a proven record of integrating sustainable and energy-efficient solutions that ensure compliance with international standards and MDB requirements.

Key Expert 4 – Financial and Economic Analyst: Minimum 10 years' experience in financial and economic analysis of infrastructure and environmental projects. Holds a post-graduate degree in Economics, Finance, or Business Administration. Demonstrated expertise in cost-benefit analysis, financial modelling, and sustainable financing mechanisms for large infrastructure projects.

Key Expert 5 – Cost and Commercial Manager: Minimum 10 years' experience in cost management and commercial oversight of major construction and infrastructure projects. Holds a post-graduate degree in Quantity Surveying, Construction Management, Business Administration, or related field. Demonstrated expertise in budgeting, cost control, contract administration,

procurement strategies, and financial risk management, with a proven record of ensuring projects are delivered within budget and aligned with MDB requirements.

It is envisaged that inputs would be required from **non-key experts** that will include, among others, a Procurement and Contract Management Specialist; and a Monitoring and Evaluation specialist to establish M&E frameworks, risk assessment, and reporting mechanisms.

9. COMMENTS BY THE CONSULTANT

The Consultant is required to make any comments on, and suggestions for, improvements to these TOR. Any comments and suggestions will be considered during contract finalization /negotiations and, where appropriate, incorporated into the final TOR. The financial implications, if any, of these recommendations should be indicated in the Financial Proposal.

10. BUDGET AND PAYMENT SCHEDULE

Payments will be linked to deliverables (e.g. Inception Report, Project Due Diligence and Lenders' Report, Monthly Progress Reports and Post-Construction Evaluation Report).