

# Terms of reference (ToRs) for the procurement of services below the EU threshold

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<b>Concept Note, Detailed Design and Supervision for the Demonstration Project</b>	<b>Project number/ cost centre:</b> 17.9052.6-004.00
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## **0. List of abbreviations**

AG	Commissioning party
AN	Contractor
AVB	General Terms and Conditions of Contract for supplying services and work
CA	CitiesAdapt
CoU	City of Umhlathuze
DCOG	National Department of Cooperative Governance
DFFE	National Department of Forestry, Fisheries and the Environment
FK	Expert
FKT	Expert days
GIZ	Deutsche Gesellschaft für Internationale Zusammenarbeit GmbH
IKI	International Climate Initiative
KZFK	Short-term expert
NbS	Nature-based Solutions
PMT	Project Management Team
TBC	To Be Confirmed
ToR	Terms of reference

## 1. Context

### Brief information on the project

The Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH in cooperation with the South African National Department of Forestry, Fisheries, and Environment (DFFE), and the South African National Department of Cooperative Governance (DCoG), implement the global programme called CitiesAdapt (CA). The CA programme is funded by the International Climate Initiative (IKI) of the Government of Germany. The purpose of CitiesAdapt programme is to strengthen climate change adaptation in cities by building the resilience to climate change impacts in selected cities and disadvantaged urban neighborhoods in South Africa and Mexico. The three main outputs for the CitiesAdapt Programme are 1) Capacity building, 2) Implementation of Demonstration Project and 3) Knowledge exchange, advocacy and upscaling.

The selected South African partner city is City of uMhlathuze (CoU) in KwaZulu Natal. It is made up of the towns Richard's Bay, Empangeni, eSikhaleni and eNseleni. CoU has an estimated population of 410 465, with a large area that is classified as tribal led by traditional leaders who form a part of Council. The isiZulu language is the predominantly spoken language. Having one of the deepest water ports in Richard's Bay, the CoU is a gateway to the worlds markets and its economy has been shaped mainly from international trade.

Esikhaleni is the chosen neighbourhood in which the demonstration project as part of the CitiesAdapt will be implemented. It has a population of over 11 000 residents and consists of both municipal and traditional authority owned land. There are two Traditional councils in Esikhaleni, namely: Dube and Mkhwanazi. The traditional authority, political representatives (ward councilors), the municipality, and the Esikhaleni community members are all involved in the CitiesAdapt project as a collaborative and joint effort towards climate resilience through multiple varying areas of support CitiesAdapt provides.

The geographic landscape of Esikhaleni consists of wetlands, and the ground is therefore mostly wet. Coupled with climatic projections, variability in frequency and quantity of rainfall and with human made activities (pollution, land use), Esikhaleni experiences flooding in a lot of areas. The Umzingwenya river which runs along the northern boundary of Esikhaleni, tends to flood during periods of rainfall. This causes the frequent displacement of residents who live along the river, to seek shelter in community halls. Generalized flooding in the rest of Esikhaleni also poses a risk to residents.

### Project Context

The CitiesAdapt Programme as part of output 3 noted above, will be implementing a single small scale demonstration project (one intervention) in the neighbourhood of Esikhaleni in CoU. The demonstration project should focus on climate change adaptation with an element of Nature based Solutions (NbS), with the aim of improving the climate resilience of the neighbourhood and the people (community). The project will be implemented as a pilot.

NbS represent a comprehensive umbrella concept, encompassing actions aimed at protecting, sustainably managing, and/or restoring natural or modified ecosystems, aimed at addressing social challenges effectively and adaptively, simultaneously promoting human well-being and biodiversity benefits (International Union for Conservation of Nature - IUCN, 2016).

CitiesAdapt encompasses a participatory approach and emphasises on supporting vulnerable groups (socio-economically). The effects of climate change have a much greater impact on certain vulnerable groups (e.g., women, children, people with disabilities).

To enable the development of the demonstration project, CitiesAdapt requires a service provider to develop a concept note and a detailed design for the pilot project in eSikhaleni. The detailed design for the suitably identified intervention should ensure that the needs of the residents and users of the infrastructure are considered, and that it complements the physical transformation of the affected community (e.g., with the co-benefits).

More information on the specific site will be provided upon award of contract.

GIZ shall hire the contractor for the anticipated contract term, from 25 **September 2024** to **14 March 2025**

## **2. Tasks to be performed by the contractor**

The contractor is responsible for providing the following services:

### **Project Management**

- Coordinating and partaking in all project management meetings for this assignment, take minutes of all engagements/meetings and ensure administrative documents such as agendas and attendance registers are available and populated and submitted.
- Inception Meeting Report and minutes and project plan.
- All interim Meeting Reports and minutes.
- Closeout Meeting Report and minutes and project plan.

### **Phase One (preparation of documents and plans)**

#### **A. Preliminary Design**

- Develop a methodology (e.g., multi-criteria, comparative analysis) for the selection and evaluation of the intervention to be implemented in a public space in Esikhaleni, taking into consideration a co-design approach with the community. Consider a hybrid demonstration project (where more than one intervention is combined for maximum benefit), if possible.

- Site visit: A site evaluation and assessment (visit and write-up) must be conducted at the selected intervention area/site (within and/or around the school) to determine potential existing infrastructure, topography, soil infiltration capacity, hydrology, geographical patterns of society (vehicle and foot traffic) and other related aspects. Take photographs of site.
- Through field and desktop research, conduct, a pre-feasibility of 2-3 types of interventions/scenarios (e.g. scenario 1 could be one measure, scenario 2 could be two measures combined, etc.).
- Present and discuss the shortlisted interventions with the PMT. Following approval and selection of intervention.
- Conduct and a feasibility study of the most suitable and applicable intervention that could be implemented in Esikhaleni, including a technical evaluation with calculations of the impact on flood reduction on the site (water retention comparison between scenarios, and risk reduction).
- Present the feasibility study to the PMT, and/or to the community (introducing the intervention that will be implemented (plan and facilitate engagements with officials, communities and focus groups to co-develop the intervention plan).

Studies that will allow an overall understanding of the existing physical characteristics of the property to be intervened and everything related to the objectives of the project:

- Physical survey with the topography of the land, including roads and sidewalks at least 50 meters from the intervention.
- Detailed survey of vegetation, urban elements and existing infrastructure (e.g., water pipes, drainage).
- Soil survey, particularly of the infiltration capacity.
- Scale of the drawings will be agreed with the Employer.
- Explanatory report of the existing conditions, proposed concept and how gender considerations and outputs from the participatory process was adopted in the project.
- The designer will adapt and conduct any changes that would be necessary in the concept design until it is approved by all stakeholders involved.
- Building Permission (coordinate with the Employer the documents needed to obtain of building permission and other permits required for the execution of the works)

The service provider should conduct the following:

- Preparation of a cost estimate for the intervention i.e. a bill of quantities (BoQ) for the construction of the intervention, maintenance, technical expertise required for the construction, supervision, etc.; flood alleviation potential in the area; environmental and social impacts; sustainability and lifespan; security measures required; permits and licensing required, etc. for the intervention. It should anticipate benefits and co-benefits that could be realized after the implementation of the intervention, with a particular focus on the ecosystem goods and services and climate adaptation and socio-economic benefits.

- Develop a conceptual design of the final selected intervention that would be most suitable for the location, making use of a mix of green and/or hybrid (green and grey) measures.
- 1. Sketching of a preliminary design and a site layout plan in a suitable scale, including outdoor facilities, state boundaries and neighbouring infrastructures.
- 2. If necessary, prepare preliminary design plans for the surrounding buildings and outdoor facilities on a scale to be agreed with the PMT (of 1:200 or 1:100 or 1:500).
- Preparation of an explanatory report for the intervention, buildings and outdoor facilities with photos (if possible).
- Obtaining of building permission and other permits required for the execution of the works (with assistance of and through the municipality who is a partner on this assignment).

## **B. Detailed Design**

The detailed design must include work plans and details, general specifications of construction and permanently installed equipment, catalogue of concepts, calculation of quantities and bill of quantities (with priced cost estimation), catalogue of products and/or materials, program and timeline for the execution of the work and any other document and plans required to proceed with the bidding process of the construction.

All engineering, architecture and design work related to this project will be done in accordance with the standards regularly accepted and used in South Africa. The designer will have the responsibility of ensuring that these works are carried out in accordance with the regulations whenever it is applicable to the project.

Minimum deliverables (Scale of the drawings will be agreed with the Employer):

- Architectural plans
- Landscape Design plans (incl. proposed topography and vegetation)
- Construction Details
- Sections
- Renders

Preparation of the final design plans for construction.

### Architectural design planning:

- (1) Landscape Design plans (incl. proposed topography and vegetation)
- (2) Layout plan on a scale of 1:500<sup>1</sup> or 1:200<sup>1</sup>,
- (3) Floor-plans, sections and elevations for all structures on a scale of 1:100<sup>1</sup>

Preparation of the working drawings on a scale of 1:50<sup>1</sup>, important details on a scale of 1:10, 1:5 or 1:1

Structural planning:

- (1) Elaboration of the structural analysis suitable for review and approval
- (2) Preparation of reinforcement plans and/or plans

Landscape Design planning:

- (1) Existing and proposed topography
- (2) Selection of vegetation (preferable native)
- (3) Layout plan on a scale to be defined with PMT

If necessary, planning of mechanical, electrical and sanitary and/or other installations, such as connection with existing infrastructure (e.g., drainage system):

- (1) Determination of technical requirements and output values.
- (2) Dimensioning of all equipment and parts of installations.
- (3) Pertaining drawings on a scale of 1:100.
- (4) Determination of pipe channels and openings in walls, ceilings and floors (where necessary).
- (5) Working and detail drawings on a scale to be agreed with the PMT.

The detailed design will include everything required due to the nature and complexity of the design to be developed (e.g., expert studies, extra plans and details for connection with existing infrastructure).

The designer will adapt and conduct any changes that would be necessary in the concept design until it is approved by all stakeholders involved.

Period of assignment: from 25 September 2024 to 14 March 2025.

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<sup>1</sup> unless a different scale has been agreed upon.

Certain milestones, as laid out in the table below, are to be achieved during the contract term:

<b>Activity</b>	<b>Deliverable</b>	<b>Timeline</b>
Inception Phase	<ol style="list-style-type: none"> <li>1. Inception Report and project plan</li> <li>2. Meeting minutes</li> </ol>	September 2024
Phase One: A- Preliminary Design	<ol style="list-style-type: none"> <li>1. Meeting minutes</li> <li>2. Intervention selection methodology</li> <li>3. Site evaluation report</li> <li>4. Facilitation plan for engagements and engagement reports/write-ups</li> <li>5. Prefeasibility study report for shortlisted each scenario/intervention (incl. photographs)</li> <li>6. Conceptual design (incl. Sketch of preliminary design)</li> <li>7. Feasibility study report for chosen intervention (including cost benefit analysis)</li> <li>8. Documents for Building Permission</li> <li>9. Preliminary Architectural design plans (Architectural plans; Sections; Renders; Site layout plan)</li> <li>10. Full concept note package</li> </ol>	September- November 2024
Phase One: B- Detailed Design	<ol style="list-style-type: none"> <li>1. Meeting minutes</li> <li>2. Work plan and timeline of execution of work for the construction</li> <li>3. Catalogue of concepts and products/materials</li> <li>4. Bill of quantities (incl. calculations of quantities)</li> <li>5. Architectural design plans (Final Architectural plans; Construction Details; Sections; Renders; Site layout plan)</li> <li>6. Landscape Design plans (incl. proposed topography and vegetation)</li> <li>7. Explanatory report for buildings and facilities (including photographs)</li> <li>8. Detailed design package and Maintenance Management Plan</li> </ol>	December 2024-January 2025
Project Closeout	<ol style="list-style-type: none"> <li>1. Present in and coordinate Closeout meeting, Meeting minutes</li> <li>2. Final Concept Note and Detailed Design</li> <li>3. Closeout Project Report and data handover</li> </ol>	March 2025

Period of assignment: from 25 September 2024 until 14 March 2025.



## 2.1 Deadlines / Penalty for Delay

The following deadlines shall apply for the services to be performed by the Contractor:

- 2.1.1 First submission of the preliminary design sketches (conceptual design) pursuant to Section 2:  
10 weeks after signing the contract.
- 2.1.2 Preparation of all Documents for Building Permission pursuant to Section 2:  
2 weeks after approval of the first preliminary design sketches.
- 2.1.3 Final Construction Documents (Detailed Design Package, incl. Bill of Quantities) pursuant to Section 2:  
8 weeks after approval of the documents of Section 2 (Phase 1 A).
- 2.1.4 The Contractor shall complete the Services/Results as listed above.
- 2.1.5 If the contractor fails to meet the agreed dates and deadlines for an agreed work and does not deliver the work within the period of grace set by GIZ, then GIZ shall be entitled, as soon as the period of grace has expired, to demand a contractual penalty of 0.5% of the remuneration for each week or part thereof after expiration of the set period of grace; however, the contractual penalty shall not exceed a total of 8% of the remuneration.
- 2.1.6 The payment of such penalty shall not relieve the Contractor from his obligation to complete the Services or from any other obligation or liability under this Contract.

## 3. Concept

In the tender, the tenderer is required to show *how* the objectives defined in Chapter 2 (Tasks to be performed) are to be achieved, if applicable under consideration of further method-related requirements (technical-methodological concept). In addition, the tenderer must describe the project management system for service provision.

Note: The numbers in parentheses correspond to the lines of the technical assessment grid.

### Technical-methodological concept

**Strategy (1.1):** The tenderer is required to consider the tasks to be performed with reference to the objectives of the services put out to tender (see Chapter 1 Context) (1.1.1). Following this, the tenderer presents and justifies the explicit strategy with which it intends to provide the services for which it is responsible (see Chapter 2 Tasks to be performed) (1.1.2).

The tenderer is required to present the actors relevant for the services for which it is responsible and describe the **cooperation (1.2)** with them.

The tenderer is required to present and explain its approach to **steering** the measures with the project partners (1.3.1) and its contribution to the **results-based monitoring system** (1.3.2).

The tenderer is required to describe the key **processes** for the services for which it is responsible and create an **operational plan** or schedule (1.4.1) that describes how the services according to Chapter 2 (Tasks to be performed by the contractor) are to be provided. In particular, the tenderer is required to describe the necessary work steps and, if applicable, take account of the milestones and **contributions** of other actors (partner contributions) in accordance with Chapter 2 (Tasks to be performed) (1.4.2).

The tenderer is required to describe its contribution to knowledge management for the partner (1.5.1) and GIZ and to promote scaling-up effects (1.5.2) under **learning and innovation**.

#### **Project management of the contractor (1.6)**

The tenderer is required to explain its approach for coordination with the GIZ project. In particular, the project management requirements specified in Chapter 2 (Tasks to be performed by the contractor) must be explained in detail.

The tenderer is required to draw up a **personnel assignment plan** with explanatory notes that lists all the experts proposed in the tender; the plan includes information on assignment dates (duration and expert days) and locations of the individual members of the team complete with the allocation of work steps as set out in the schedule.

The tenderer is required to describe its backstopping concept. The following services are part of the standard backstopping package, which (like ancillary personnel costs) must be factored into the fee schedules of the staff listed in the tender in accordance with Section 3.3.1 of the GIZ AVB:

- Service-delivery control
- Managing adaptations to changing conditions
- Ensuring the flow of information between the tenderer and GIZ
- Assuming personnel responsibility for the contractor's experts
- Process-oriented steering for implementation of the commission
- Securing the administrative conclusion of the project

#### **4. Personnel concept**

The tenderer is required to provide personnel who are suited to filling the positions described, on the basis of their CVs (**see Chapter 6**), the range of tasks involved and the required qualifications.

The below specified qualifications represent the requirements to reach the maximum number of points in the technical assessment.)

## **Team leader/ Engineer**

### Tasks of the team leader

- Overall responsibility for the advisory packages of the contractor (quality and deadlines)
- Coordinating and ensuring communication with GIZ, partners and others involved in the project
- Personnel management, in particular identifying the need for short-term assignments within the available budget, as well as planning and steering assignments and supporting local and international short-term experts
- Regular reporting in accordance with deadlines

### Qualifications of the team leader/ engineer

- Education/training (2.1.1): A university degree in engineering, or equivalent fields of study.
- Language (2.1.2): C2-level language proficiency in English
- General professional experience (2.1.3): 5 years of professional experience in the engineering sector
- Specific professional experience (2.1.4): 5 years' experience in site assessment, implementing infrastructure development and understanding potential impact areas. 3 years' experience in analyses and assessments of topography, soil infiltration capacity, hydrology. Ability to analyse maps, perform spatial analysis. 4 years' experience in implementing climate risk adaptation solutions (such as flood management- rain gardens, bioswales, and green roofs). Ability to develop technical drawings, specifications, and material lists for construction. Able to determine financial costing for interventions (construction and maintenance costs) and knowledge on the appropriate biodiversity of the landscape.
- Regional experience (2.1.5): 3 years of experience in projects in South Africa

## **Key expert 1- Architect**

### Qualifications of key expert 1

- Education/training (2.2.1): a university degree in architecture or similar qualification
- Language (2.2.2): C2 -level language proficiency in English
- General professional experience (2.2.3): 3 years of professional experience in the architecture sector since registration
- Specific professional experience (2.2.4): 2 years of experience in urban planning and peri-urban planning, and/or landscape design. Familiar with relevant software. Creative design skills for designing, producing and building in natural areas. 3 years' experience developing technical drawings. 2 years' experience in analysing maps, performing spatial analysis, and creating and using climate (heat/flood) risk map tools to develop maps for analysis. 2 years' experience designing both grey and green solutions (e.g. NBS interventions such as rain gardens, bioswales, and green roofs) considering aesthetics and functionality. Able to engage and facilitate with community, civil society and government stakeholders.
- Regional experience (2.2.5): 2 years of experience in projects in South Africa

### Soft skills of team members

In addition to their specialist qualifications, the following qualifications are required of team members:

- Team skills
- Initiative
- Communication skills
- Socio-cultural skills

- Efficient, partner- and client-focused working methods
- Interdisciplinary thinking

## 5. Costing requirements

### Assignment of personnel and travel expenses

Per-diem and overnight accommodation allowances are reimbursed as a lump sum up to the maximum amounts permissible under tax law for each country as set out in the country table in the circular from the German Federal Ministry of Finance on travel expense remuneration (downloadable at <https://www.bundesfinanzministerium.de>).

Accommodation costs which exceed this up to a reasonable amount and the cost of flights and other main forms of transport can be reimbursed against evidence

All business travel must be agreed in advance by the officer responsible for the project.

### Sustainability aspects for travel

GIZ would like to reduce greenhouse gas emissions (CO<sub>2</sub> emissions) caused by travel. When preparing your tender, please incorporate options for reducing emissions, such as selecting the lowest-emission booking class (economy) and using means of transport, airlines and flight routes with a higher CO<sub>2</sub> efficiency. For short distances, travel by train (second class) or e-mobility should be the preferred option.

If they cannot be avoided, CO<sub>2</sub> emissions caused by air travel should be offset. GIZ specifies a budget for this, through which the carbon offsets can be settled against evidence.

There are many different providers in the market for emissions certificates, and they have different climate impact ambitions. The [Development and Climate Alliance \(German only\)](#) has published a [list of standards \(German only\)](#). GIZ recommends using the standards specified there.

### Specification of inputs

Fee days	Number of experts	Number of days per expert	Total	Comments
Designation of team lead/Engineer	1	12	12	Days per expert
Designation of key expert 1- Architect	1	16	16	Days per expert

Travel expenses	Quantity	Number per expert	Total	Comments
Per-diem allowance in country of assignment	2	5	10	Per Expert
Overnight allowance in country of assignment	2	5	10	Per Expert
Transport	Quantity	Number per expert	Total	Comments
International flights	N/A	N/A	N/A	Travel to the place of service delivery
Domestic flights	2	3	6	Flights within the country of assignment during service delivery. Return flights per expert
CO <sub>2</sub> compensation for air travel	N/A	N/A	N/A	A fixed budget of EUR is earmarked for settling carbon offsets against evidence.
Travel expenses (train, car) <ul style="list-style-type: none"> <li>Car Hire</li> <li>Km's travelled</li> </ul>	1	6	6	At a rate for car hire. Vehicle travel up to 1000 kms at a rate of 4.84 ZAR per km against provision of private log book.
Other travel expenses	N/A	N/A N/A	N/A	e.g. visa costs
Other costs	Number	Price	Total	Comments
Flexible remuneration	N/A	N/A	N/A	A budget of EUR is foreseen for flexible remuneration. Please incorporate this budget into the price schedule. Use of the flexible remuneration item requires prior written approval from GIZ.
Workshops	N/A	N/A	N/A	The budget contains the following costs

<b>Subcontracts</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	The budget contains the following costs .
<b>Procurement of materials and equipment</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	The budget contains the following costs .
<b>Local contributions</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	The contractor administers the following local <i>contributions</i> in accordance with Section 2.7 AVB: .
<b>Other costs</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	The budget contains the following costs .

## 6. Inputs of GIZ or other actors

N/A

## 7. Requirements on the format of the tender

The structure of the tender must correspond to the structure of the ToRs. In particular, the detailed structure of the concept (Chapter 3) should be organised in accordance with the positively weighted criteria in the assessment grid (not with zero). The tender must be legible (font size 11 or larger) and clearly formulated. It must be drawn up in English

The complete tender must not exceed 10 pages (excluding CVs). If one of the maximum page lengths is exceeded, the content appearing after the cut-off point will not be included in the assessment. External content (e.g. links to websites) will also not be considered.

The CVs of the personnel proposed in accordance with Chapter 4 of the ToRs must be submitted using the format specified in the terms and conditions for application. The CVs shall not exceed 4 pages each. They must clearly show the position and job the proposed person held in the reference project and for how long. The CVs can also be submitted in English.

Please calculate your financial tender based exactly on the parameters specified in Chapter 5 Quantitative requirements. The contractor is not contractually entitled to use up the days, trips, workshops or budgets in full. The number of days, trips and workshops and the budgets will be contractually agreed as maximum limits.

## 8. Option

After the services put out to tender have been completed, important elements of these tasks can be continued or extended. Specifically:

### 8.1 Type and scope

#### Site Supervision

The services of a supervisor will be required to oversee the construction of the demonstration project. The supervisor will be required to be present during the development of the detailed design, the construction of the intervention and after the construction has ended. It is preferred that the supervisor is within the region of Kwa-Zulu Natal.

The consultant shall oversee the mentioned construction measure and take responsibility for the management of all related activities during its preparation, planning and implementation in close cooperation with the project manager from GIZ. In this capacity he/she undertakes the supervision of the construction works and liaising with the contractors to ensure efficiency and compliance of all construction-related activities. Furthermore he/she manages the communication as well as technical and administrative processes between the project, the contractors, GIZ's Construction Section at headquarters and the procurement unit at the country office in Pretoria and respective supervisor in uMhlathuze.

The contractor ensures that the duties assigned, and all related tasks are handled in the context of an overall technically and economically appropriate to the planned targets and within the time constraints.

The beginning and the end of the period of assignment shall be stipulated in writing when the Contractor is commissioned following Phase One A.

It is anticipated that the Contractor shall be present during construction works (including the detailed design) during the period from 01 December 2024 to 15 August 2025.

The Contractor shall carry out all engineering and supervision functions and duties in accordance with the contractual provisions made between the Employer and the construction company.

Without claim of completeness, these functions and duties are as follows.

## **8.2 The contractor is responsible for providing the following optional services:**

### Technical Services

- Due and proper supervision of the execution of the construction, mechanical, electrical, sanitary and/or other installation works, to ensure that they conform with the specifications and drawings, the recognised engineering principles and all applicable regulations (through site visits e.g. weekly)
- Examination and approval or rejection of materials for construction work supplied by the construction company/companies.
- Amending of the working drawings in accordance with the actual execution of the works (as-built drawings).
- Technical inspection of the execution of the structure to ensure that it conforms with the approved structural documents.
- Inspection of concrete production and processing at the building site and evaluation of quality controls.
- Follow up of the working progress schedule provided by the construction company or, if not available, own compilation of a suitable programme (e.g. bar chart) which has to be agreed to and signed by the construction company.

- Joint measurements of the work in place with the construction company. This includes the preparation of special intermediate measurement records for works that cannot be measured after the construction work has been completed. All measurements shall be confirmed in writing by the construction company and the Resident Engineer.

(This provision is not applicable for lump sum construction contracts)

- Preparation of and participation in taking-over procedures by the Employer (Taking-Over Certificate).
- Participation in the handing-over of the completed project, compilation and handing over of the necessary documents; independent handing over and drawing up of the handing over certificate to the project executing agency/beneficiary, if instructed to do so by the Employer (Handing Over Certificate).
- Inspections during the construction company's defects liability period and supervision of rectification of any faults and defects that may occur.
- Coordinate the prepared design with the involved stakeholders and ensure the final planning documents meet the agreed requirements.
- Validate construction designs, drawings, surveys, specifications and bills of quantities before activities are implemented.
- Check reports and invoices of contractors against original budgets and proposals.
- Evaluation of the Tenders received, including a price comparison between all Tenders on the level of individual positions and elaboration of a proposal for the award of contract.
- Conducting of or supporting in contract negotiations, if requested by the Employer.
- Participating and supporting in requested meetings with partners for project presentation, evaluation of outputs and processes.
- Bi-weekly continuous inspection with (photographs and written) documentation: Continuously verify the execution of the work in accordance with the plans and technical specifications, ensuring the correct application of materials and procedures.
- Ensure compliance with national building laws e.g. securing a building permit.
- Provide technical advice and necessary support to all personnel assigned to and engaged with the execution of the project, including the GIZ contact person.
- Preparation of Technical Reports: Document the progress of the work through periodic reports with photographs (bi-weekly), recording any deviation from the plan and proposing the necessary corrective actions. Including final report needed for internal GIZ procedures (specific layout will be provided)
- Quality Control of Materials to ensure compliance with established standards.



- Compliance with Safety Standards: Supervise compliance with occupational health and safety regulations, ensuring that all necessary measures are implemented to prevent accidents.
- Preparation and participation on the handing-over, taking-over event and certificates. Managing the final acceptance and taking over of the construction works, handover to the user and if necessary, rectification of deficiencies.

#### Commercial Services connected with the construction

- Checking and, if necessary, correction of invoices, reports, lists, etc. of the construction company within the periods stipulated in the contract between the Employer and the construction company. Calculations of quantities, accounting files and cost calculations shall be checked for technical and arithmetical accuracy and certified by date and signature. In order to show that this has been done, the Contractor shall tick all correct values and amounts reported.
- Examination of new prices for additional or amended services to ensure that they are in line with the cost estimate of the original tender as well as the current local price structure.

### **8.3 Assignment of Personnel for Site Supervision**

In order to supervise the construction work, the Contractor shall assign the following personnel during the period from approx. 01 December 2024 to 15 August 2025:

- 1) Resident Engineer:

Any change of assigned personnel requires prior written approval of the Employer.

### **8.4 Reports**

- The Contractor shall submit
  - bi-weekly reports on the progress of construction until it is finalized in accordance with Annex "Specimen of Construction Progress Report", including a progress diagram (bar chart or equivalent), photographs and other relevant data as well as details on completed work, percentage of completion, basic climatic conditions and average number of workers on site, special incidents, work forecast, etc. Including a initial report with existing situation.
  - a final report after completion and taking-over of the construction works, comprising:
    - (1) a description of the progress of the entire project from planning to taking-over or handing-over (inc. signed certificates), details of subcontractors involved, as build drawings, usage and maintenance concept, warranty management, comments about the construction period, listing major problems encountered during construction and how these were solved; and
    - (2) an overview and tabulation of the total costs compared with the calculation.
- Special reports shall be forwarded to the Employer immediately in case of important incidents or circumstances that may occur. Each such report shall include in

particular events and circumstances that may establish or raise claims against the construction company commissioned with the execution of the construction works.

- All reports shall be submitted to the Employer in English language as an electronic file.

## 8.5 Documentation and milestones

8.5.1 All documents shall clearly indicate that they were produced on behalf of the Employer. The Employer shall approve the title block of the drawings. All documents shall be drawn up in English language.

8.5.2 Certain milestones, as laid out in the table below, are to be achieved during the contract term:

Activity	Deliverable	Timeline
Inception Phase	<ol style="list-style-type: none"> <li>1. Inception Report and project plan</li> <li>2. Meeting minutes</li> <li>3. List with suggestion of building contractors</li> </ol>	December 2024 – January 2025
Construction Supervision	<ol style="list-style-type: none"> <li>4. Meeting minutes</li> <li>5. Photographs before, during and after completion (electronic files)</li> <li>6. Bi-weekly progress reports (incl. photographs)</li> <li>7. Special reports in case of incidents (if applicable)</li> </ol>	February-June 2025
Project Closeout	<ol style="list-style-type: none"> <li>8. Meeting minutes</li> <li>9. As-built drawings of all the interventions conducted, including structures and installations</li> <li>10. Present in and coordinate Closeout meeting (incl. handing-over, taking over certificates and event, inspection, and if necessary, rectification of deficiencies)</li> <li>11. Closeout Final Project Report and data handover</li> </ol>	July-August 2025

## 8.6 Deadlines / Penalty for Delay

The following deadlines shall apply for the services to be performed by the Contractor:

- 8.6.1 Completion and submission of the as-built drawings, final report, and photographs pursuant to Section 2:

2 weeks after acceptance and taking over of the works.

8.6.2 The Contractor shall complete the Services/Results as listed above.

8.6.3 If the contractor fails to meet the agreed dates and deadlines for an agreed work and does not deliver the work within the period of grace set by GIZ, then GIZ shall be entitled, as soon as the period of grace has expired, to demand a contractual penalty of 0.5% of the remuneration for each week or part thereof after expiration of the set period of grace; however, the contractual penalty shall not exceed a total of 8% of the remuneration.

8.6.4 The payment of such penalty shall not relieve the Contractor from his obligation to complete the Services or from any other obligation or liability under this Contract.

### Requirements

Exercising the option will depend on satisfactory completion of Phase One according to the assessment by the employer. Positive assessment of interim results of the original commission. The decision on continuation is expected to be made during the development of the detailed design. If the option is exercised, it is anticipated that the contract term will be extended to 15 August 2025.

The option will be exercised by means of a contract extension on the basis of the individual approaches already offered.

### Quantitative requirements for the optional services

Fee days	Number of experts	Number of days per expert	Total	Comments
Designation of key expert-Supervisor	1	21	21	Days per expert
Travel expenses	Quantity	Number per expert	Total	Comments
Per-diem allowance in country of assignment	1	6	6	Per Expert
Overnight allowance in country of assignment	1	6	6	Per Expert

Transport	Quantity	Number per expert	Total	Comments
International flights	N/A	N/A	N/A	Travel to the place of service delivery
Domestic flights	1	1	1	Flights within the country of assignment during service delivery. Return flights per expert
CO <sub>2</sub> compensation for air travel	N/A	N/A	N/A	A fixed budget of EUR        is earmarked for settling carbon offsets against evidence.
Travel expenses (train, car) • Car Hire • Km's travelled	N/A	N/A	N/A	At a rate for car hire. Vehicle travel up to 5000 kms at a rate
Other travel expenses	N/A	N/A N/A	N/A	e.g. visa costs
Other costs	Number	Price	Total	Comments
Flexible remuneration	N/A	N/A	N/A	A budget of EUR        is foreseen for flexible remuneration. Please incorporate this budget into the price schedule. Use of the flexible remuneration item requires prior written approval from GIZ.
Workshops	N/A	N/A	N/A	The budget contains the following costs        .
Subcontracts	N/A	N/A	N/A	The budget contains the following costs        .
Procurement of materials and equipment	N/A	N/A	N/A	The budget contains the following costs        .
Local contributions	N/A	N/A	N/A	The contractor administers the following local <i>contributions</i> in accordance with Section 2.7 AVB:        .
Other costs	N/A	N/A	N/A	The budget contains the following costs        .

