**Terms of Reference**

**Consulting Services for Supervision of the civil works for improvement of the local road infrastructure in selected municipalities**

**LRCP-9034-MK-QBS-A.2.1.8**

CONTENT

[**1 Background 2**](#_Toc96532764)

[**2 Objectives of the Assignment 4**](#_Toc96532765)

[**3 Consultant’s tasks and Scope of Services 5**](#_Toc96532766)

[**4 Time Scope of the Services 14**](#_Toc96532767)

[**5 Program of implementation of Consultant’s Services 15**](#_Toc96532768)

[**6 Reporting Requirements 19**](#_Toc96532769)

[**7. Consultant’s Personnel 29**](#_Toc96532770)

[**8. Company profile and qualification criteria 30**](#_Toc96532771)

[**9. Implementation Arrangements 35**](#_Toc96532772)

[**Annex 1: Description of the assignments and authorizations of Key Staff. 38**](#_Toc96532773)

1. **Background**

One of the strategic priorities of the Government of Republic of North Macedonia is developing functional, safe and sustainable national road infrastructure as a key factor for establishing balanced economic and social regional development, environmental protection and improvement of the competitiveness in the Country.

Local Roads Connectivity Project (“the LRCP”) is financed by the Loan from the International Bank for Reconstruction and Development – World Bank in order to improve the government capacity to manage local roads and to improve the access to markets and services. One of the project components includes civil works for rehabilitation of about 450 km of local roads/streets in order to improve their quality, safety, and resilience as well as respective consulting services for supervision.

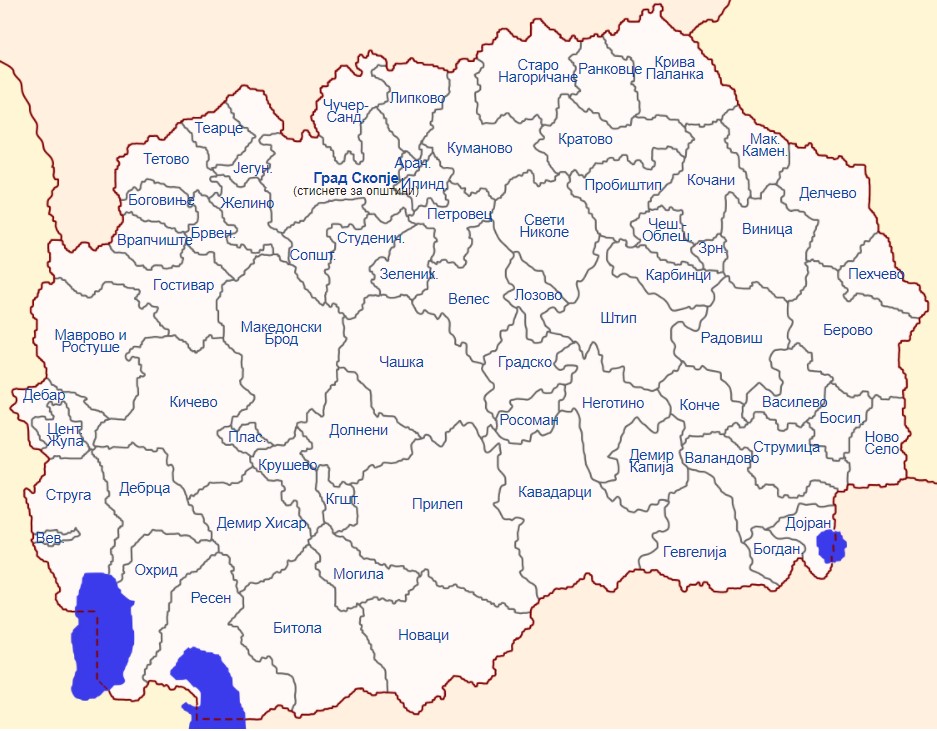
The Local Roads Connectivity Project will be implemented through the Ministry of Transport and Communications (“the MoTC”) as a Contracting Authority. The MoTC has set up the Project Implementation Unit (“the PIU”) responsible for direct management of the Local Roads Connectivity Project. Loan proceeds will be allocated among all 80 municipalities in the Country and the City of Skopje as the Final Beneficiaries. The loan will also finance Consulting Services for Supervision of the civil works.

The consulting services (“the Services”) include provision of the supervision for rehabilitation works of indicative 130 local roads/streets with total cumulative length of app. 150 km located in 61 municipalities, and divided in separate Lots (Contracts). The Table with indicative names of the local roads/streets is presented under Chapter 5. (See Table 5.1 under Chapter 5 Program of Implementation of Consultant`s Services) and it may change, but the scope/size is expected to remain unchanged.

The Consultant must be capable to provide sufficient number of Project Managers and other supporting staff in order to successfully manage Services for the Works under the Contracts. The Works are distributed among many geographically different locations throughout 61 municipalities and shall be executed some of them almost simultaneously and some in different periods. All works contract will follow the Bank rules: Bidding will be conducted through national competitive procurement using a Request for Bids (RFB) as specified in the World Bank’s “Procurement Regulations for IPF Borrowers”.

The Services are expected to start in March 2023, and shall cover a period of about 20 months for the civil works and additional 12 months or Defects Notification Period (DNP) for each section and the Services shall include, but not limited to: (a) establishment of systems of managerial control for civil works contracts, (b) administration of Contracts, (c) control over estimated works quantities and contract outcome costs, in monitoring the progress of the works and technical records; (d) control and acceptance of contractor’s interim and final payment certificates; (e) acceptance and/or approval of Contractors’ key staff, insurances, guarantees, licenses, programs, method statements, traffic management plans, safety measures, suppliers and materials for incorporation in the works, the quality assurance and control plans, subcontractors, plant, equipment and environmental protection; social aspects, (f) direct supervision of the works and monitoring of progress; (g) the preparation of progress, technical, contractual and any other reports, (h) monitoring and performance of the control tests of all materials intended for incorporation into permanent works and the all executed works together with reports on executed control tests; (i) Evaluation of the Contractor`s variation orders and preparation of the report and suggestion for Client`s decision(evaluation of analysis of proposed unit prices, dynamics, deadline for the execution of the additional works, method statement, etc.); (j) Evaluation of Contractor`s Early warnings, Claims and other problems which can arise during implementation phase of the Projects, preparation of reports and suggestions for the Client`s decision.

From the viewpoint of the World Bank Environmental and Social (E&S) Policies, the Project is rated as substantial risk from environmental point of view since it will involve rehabilitation of the existing local roads and streets, with the possibility of minor alignment changes for safety purposes. It is not envisaged that any road will be significantly widened. The Project is expected to have only minor negative impacts on the environment and social as it will focus on road rehabilitation activities. The Project involves no alignment relocation and may have minor land acquisition. Slight negative impacts would be of a temporary nature during the construction phase, and would be restricted to road works related to movement of men and materials (asphalt, dust, noise etc.), disposal of wastes and associated activities.



Map of the Municipalities in North Macedonia

The Environmental Social Management Framework prepared in 2019 is considered as applicable for the Project aims, for instance, to identify the range of required environmental and social management measures that need to be taken during the planning, road rehabilitation design and operation phases of LRCP, in order to ensure compliance with the national and IFIs requirements. ESMF provides general policies, guidelines, codes of practice and procedures to be integrated into the implementation of the Project. It defines the steps, processes, and procedures for screening, alternative analysis, assessment, monitoring and management of the environmentally - related issues. In addition, ESMF presents an overview of environmental policies and legal system of Republic of North Macedonia and WB ESF policies; includes institutional and capacity assessment related to environmental and social management; and describes the principles, objectives and approach to be followed while designing the site-specific environmental and social mitigation measures. Additional information about the Environmental and Social Management Framework can be found in the document at following link:

<http://mtc.gov.mk/media/files/2019/LRCP_ESMF_18.11.19_final_with%20included%20public%20disclosure_en.pdf>

During project implementation, provisions of the prepared Environmental and Social Management Plans (ESMPs) or Environmental and Social Management Plans Check Lists (ESMP Check Lists) for specific sections shall be applied to all activities. The ESMPs/ Check Lists include: project description, policy, legal and administrative framework, baseline conditions assessed during route survey, summary of predicted adverse environmental and social impacts related to project, mitigation plan, monitoring plan, institutional arrangements and reporting procedures and stakeholder engagement – information disclosure, public consultations and participation. Mitigation measures (Mitigation plan) specified in the ESMPs/ Check Lists will be incorporated as requirement in each particular rehabilitation contract under the Project, while monitoring and inspection of mitigation measures appliance (Mitigation plan) shall represent Consultant’s obligation under these Services.

The Resettlement Policy Framework (RPF) has also been prepared and approved by the Bank. The main purpose of this document is to provide guidance in screening the road sections to identify the potential adverse social impacts associated with expropriation and road reserve areas and propose appropriate mitigation measures. These mitigation measures will be incorporated in each particular rehabilitation contract under the Project while monitoring and inspection of mitigation measures appliance shall represent Consultant’s obligation under these Services.

1. **Objectives of the Assignment**

In order to achieve the specific Project objectives related to the local roads and streets rehabilitation and improvement, the Client, Ministry of transport and communications (MoTC), intends to employ a qualified Consultant to carry out the “Consulting Services for Supervision of the civil works for improvement of the local road infrastructure in selected municipalities"

The main objective of the consulting services is to assist the Project Implementation Unit (PIU) within the MoTC in successful supervision of the rehabilitation works of indicative number of 130 local roads/streets with total cumulative length of app. 150 km located in 61 municipalities, and contractually divided in separate Lots (Contracts), provision of expertise and effective contract management, environmental and social safeguard monitoring and mitigation of the observed negative impacts.

The objective of Consultant supervision services is to act as “Engineer” as defined in respective WB General Conditions of Contract for Large/Small Works and to ensure that: (i) works, materials, equipment and workmanship are in compliance with the required standards, (ii) works are planned in an orderly manner and completed in due time, (iii) the recommendations of the ESMPs are properly followed during the Project implementation, (iv) the provisions of the Resettlement Policy Framework (RPF) are properly followed during the Project implementation, (v) the works are performed in accordance with safety procedures and the safety of all participants in the Project, as well as of third parties is raised to the highest possible level.

The applicable Laws of the Republic of North Macedonia and the WB policies shall be in force for this and all other contracts under the LRCP. Accordingly, within provision of the Services in question, besides the specifications provided in the works contracts, the Consultant shall use national laws, rulebooks and standards, as well as the best experiences from the worldwide practices. Knowledge of national legislation, technical regulations and standards represents a precondition for successful implementation of the Services. Consultant is separately obliged to use the legislation of the Republic of North Macedonia in respect to safety and protection at work.

Official language of the service contract as well as the works contracts is Macedonian. Log file (construction diary) and measurement book shall be in Macedonian language. Consultant’s correspondence with other institutions in the Republic of North Macedonia (ministries, police, local governments, public enterprises and similar) shall be also in Macedonian language. Consultant has to consider the fact that for the documents subject of this assignment translation into English shall be provided as specified in the Section 6: Reporting Requirements as well as for other specific documents or correspondence upon request by the PIU. Consultant has to consider this fact as to engage sufficient number of persons speaking both languages.

1. **Consultant’s Scope of Services**

**3.1. Consultant’s duties and authorities**

**The Consultant’s duties and authorities are:**

1. The Consultant shall perform the duties and authorities of the “Engineer” as specified in or necessarily implied from the Contracts for the Construction Works.
2. The Consultant shall ensure that the Contractors have secured all relevant permits necessary to start works, or specific works process, and that the Contractors comply with all relevant Health and Safety and Environmental and Social regulations during the works.
3. The Consultant shall supervise the proper implementation of the Road Safety Recommendations and Considerations under both Road Users and Contractors’ workers perspectives under the Works Contracts.
4. The Consultant shall exercise all reasonable care to protect the interests of the Employer, where this does not conflict with the duties of the “Engineer” as defined in the Civil Works Contracts, to ensure the timely supervision and control of the Works and to ensure that the works are constructed in accordance with the civil Works Contracts in an orderly manner, respecting all relevant Health, Safety and Environmental and Social requirements.

The Services shall include, but not limited to the following:

1. Supervision of contractors’ performances in all aspects of fulfillment of their obligations, responsibilities and undertakings with respect to carrying out and timely completion of the contracts;
2. Supervision of implementation of the provisions of EMPs during the contract execution, as well as assurance of compliance with traffic safety recommendations and requirements in all phases of the contract execution;
3. Supervision of implementation of the provisions of the RPF during the work execution;
4. Preparation of all documents, and particularly of technical and financial documentation, to be submitted either to the Client or the Bank of importance for execution of the works contracts and decision making;
5. Carrying out of any and/or all duties of the authorized Client’s representatives, including their associated duties towards the Client and the Bank, if the Client delegates such duties and responsibilities to the Consultant;
6. Establishment of supervision methodology and system that may be adopted as a standard for employment on future projects;
7. Transfer of experience and knowledge to the Client in the fields of management of road rehabilitation, contract management, and other fields relevant to the Project;
8. In case of dispute, provision of necessary evidence, records, analyses and relevant expert to defense the Client’s case;
9. Supervision of implementation of the Works, materials, equipment and workmanship are in compliance with the required standards;
10. Ensure that the Works are planned in an orderly manner and completed in due time;
11. Recommendations of the EMPs are properly followed during the Project implementation;
12. Provisions of the Resettlement Policy Framework are properly followed during the Project implementation;
13. Works are performed in accordance with safety procedures and the safety of all participants in the Project, as well as of third parties is raised to the highest possible level.

**3.2. Limitations of the Consultant’s Authority**

1. The Consultant shall have no authority to amend the Contract.
2. The Consultant shall have no authority to relieve the Contractors of any of their duties and obligations under the Works Contracts.
3. The Consultant shall note that the Employer is under obligation to seek the Bank’s concurrence before agreeing to or implementing any modification or waiver of the terms and conditions of the Contracts including granting an extension of the stipulated time for performance. The Consultant shall note that the Accepted Contract Amount includes a Provisional Sum for Contingencies intended to cover any variations and price adjustment, if applicable.
4. The Consultant will seek prior written approval of the Employer for the following:
5. issuing / approving any payment or Interim Payment Certificate (IPC) for the Contractor’s Advance Payments;
6. agreeing / instructing any changes in the project design;
7. approving or issuing of any Contract Variation, except in an emergency situation as determined by the “Engineer” / “Project Manager” in accordance with the Conditions of Contract;
8. in the event of additional work, the Consultant shall report on the relative merits of tendering vis-a-vis issuing a variation for such additional works;
9. approving a proposal for Variation submitted by the Contractors;
10. making variations in work quantities which bring the total cost in excess of the value of the Contract Price specified in the relevant contract provisions;
11. determining any new rate or price with respect to any Variation;
12. approving any extension of the Time for Completion;
13. granting any claim for any additional cost including any cost associated with extension of Time for Completion;
14. suspending the Works in accordance with the Conditions of Contract;
15. Approval of the subletting of any part of the works;

Any response by the Consultant which would act as Engineer for Construction works Contracts which requires Employer’s approval, except as otherwise expressly specified, shall be notified in writing to the Contractor within 28 days of receipt. (14 days for the Engineer, 7 days for the Employer, then 7 days for the Engineer to consider Employer’s comments).

**3.3. Scope of Consultant’s Services**

The scope of the consultancy services under this Terms of Reference relates to the appointment of the Consultant which would act as Engineer for Construction works Contract, as defined in respective Contracts for the Construction Works, to provide technical supervision of approximately 130 km of local roads.

The Services will be carried out under the following three phases:

**3.3.1. Services within the Inception Period**

The inception phase will start immediately after the Contract has been signed by both sides and will lasts for 28 days. It would cover period prior to start of construction works and will include, but not be limited to:

* Receive from the Contractor, check for compliance with contract requirements and advise the Employer on all performance bonds, insurance certificates or policies and guarantees relating to the contract before submitting to the Employer for acceptance;
* Before the start of the works and during the works, facilitate any communication and attend any meeting between contractors and the owners of facilities (water, telephone, electricity, gas) sharing the road right-of-way; in particular, give advice on proposed modifications by the owners of facilities;
* Review designs and suggest potential modifications or adjustments in the designs in accordance with the existing site conditions, time for completions, and budget
* Ensure that Environmental, Social, Health and Safety (ESHS) provisions set out in the contract documents are respected and included in the Contractor-ESMPs/Check Lists;
* Control of the project documentation for each contract for the construction works in terms of identifying non-compliance or deficiencies related to road safety and preparation of a report with appropriate clear recommendations in order to avoid or minimize the risk and the impact on the road safety in the period of construction, i.e., before the opening of the road for traffic;
* Ensure that traffic operational safety is met before commencing the works;
* Promptly advise the Employer of any prospective Time and Cost effects and make appropriate recommendations;
* Stamp, sign and issue the Verified Construction Drawings to the Contractor as 'Approved for Construction'.
* Issue the Order to Commence to the civil works Contractor as may be necessary.
* Assure that labor related GRM is in place and contractor and its employees are aware for the labor related grievance possibility

The Consultant is obliged to prepare the Inception Report and submit it to the Client for approval.

**3.3.2. Services within the Construction Period**

During this phase the consultant will perform his main activities which will consist in everyday supervision (daily site visits), approval of materials, modifications, cost control, time control, reporting etc. This task will be performed during the construction period of about 20 months. During the construction phase the Services shall include, but not to be limited to:

* Approve and monitor the contractor's programme of work and the source of materials;
* Approve and monitor the implementation of the contractor’s Quality Assurance Plan;
* Make a decision on the ambiguities and/or discrepancies in the Contract Documents;
* Attend establishing of the primary and secondary geodetical network;
* Inspect for approval all working drawings and as-built drawings prepared by the Contractor;
* Monitoring of physical, financial and time progress of the contracted works, control of calculations and payments, and preparation of technical reports and project progress reports, including financial aspect;
* Monitoring and give advices on contractor’s cash flow attainment of for every particular contract and as a summary;
* Checking and verifying the accuracy of the data entered into Log File (Construction Diary) on a daily base;
* Providing relevant data in the Construction Diary, remarks, instructions, observations and other comments relating to Construction Works and Contractor’s contract obligations as necessary;
* Inspection of the works to check whether performance complies with designs, specifications and standards. The Consultant shall closely audit the works activities through regular site inspections accomplished through site visits, walks and visual inspections to identify areas of potential environmental and social problems and concerns. The area of inspection should cover both the construction areas and the environment outside the site area that could be affected, directly or indirectly, by the Contractor's activities. Inspection should also cover Contractors' construction equipment, health and safety during works, property, personnel, the citizens and the public;
* Regular joint environmental and social site inspections (e.g., weekly) should be organized by the Consultant with participation of the Contractor's environmental, social and works team.
* Each Consultant field Engineer`s logbook copy shall be kept readily available for inspection by all persons assisting in project management;
* Inspection and approval of the contractor’s laboratory, preliminary and current testing and specifications;
* Monitoring and controlling on-site testing methods, review of the results of the laboratory tests submitted by the contractor, preliminary and current testing and specifications.
* Before delivering material to the construction site approval of submitted material documentation;
* Quality control for materials incorporated into the Works;
* Keeping of day-to-day measurements and records of performed works quantities;
* Checking and verifying the Contractor’s Measurement Book, Interim Payment Certificates (IPCs), as well as Final Payment Certificate;
* Verification of all calculations and requests for payment related to the implementation of works contracts;
* Management and operation of the independent (control) Consultant’s laboratory, execution of control testing in accordance with the Specifications and regulations of the Republic of North Macedonia;
* Monitoring and performance of the control tests of all materials intended for incorporation into permanent works and the all executed works. Preparation of the report on executed control tests;
* Provision of efficient administration of the works contracts and works coordination;
* Verification of the compliance of documents submitted by the Contractor with the legislation and regulations of the Republic of North Macedonia;
* Identifying of uncertainties and proposing of rational technical solutions and technologies of works execution prior to works commencement, as well as in any moment of works execution, if necessary;
* Survey of possible social effects and carrying out social monitoring in accordance with the RPF;
* Determination of written procedures and method statements for efficient execution of works and issuing detailed instructions for actions according to the submitted contractor’s request in reference to the issues not explicitly defined by the contract;
* Initiating all necessary modifications and changes during the works execution and obtaining relevant approvals from the Client;
* Collecting and updating of all modifications and changes during the works execution into investment-technical documentation (on behalf and for the needs of the Client);
* Following of appliance of new technologies or technologies not commonly used in the Republic of North Macedonia, in case that such technology is specified by the works contract, as well as preparation of separate report on experiences in use of these technologies and provision of recommendations to the Client in regards to further use of such technologies;
* Expressing opinions on the submitted contractor’s request to the Client and provision of recommendations to manage such requests that exceed consultant’s authority;
* Evaluation of the Contractor`s variation orders and preparation of the report and suggestion for Client`s decision. (evaluation of analysis of proposed unit prices, dynamics, deadline for the execution of the additional works, method statement …);
* Proposing of measures for the remedy of observed deficiencies and issuance of orders for correction of defects, with provision of prior Client’s approval (where relevant);
* Initiation of the emergency works in case of occurrence of the unforeseen events, which may endanger lives, safety and health of people, or can cause other losses and damages;
* Timely informing the Client on any event or disputes asking for Client’s staff interference, and provision of documents, assistance, and recommendations to the Client to solve the dispute;
* Provide assistance in administering and resolving grievances;
* Evaluation of Contractor`s Early warnings, Claims and other problems which can arise during implementation phase of the Projects, preparation of reports and suggestions for the Client`s decision
* Communication with the relevant authorities of the Republic of North Macedonia and people on the Site, related to the traffic safety matters, environmental protection, social aspects, official inspections and other similar activities. Keeping special records on orders of the relevant public and local authorities (ministries, inspections and similar) and informing the Client for such events in due time;
* Undertaking of all necessary activities for execution of orders of the relevant public and local authorities. Keeping records on such activities and informing of the Client on such events in due time;
* Forwarding of reports on harmful and unauthorized activities in the work zones on behalf of the Client to the competent authorities;
* Continual provision of efficient supervision organization on the site, including human and other resources, in accordance with the works execution schedules;
* Preparation and submission of all stated reports of supervision as well as other documents required for the efficient completion of work;
* Collecting investment-technical documents and presentation to the Committee for technical review and acceptance of works;
* Participation in the work of the Committee for technical review and acceptance of works;
* Ensure the Contractor’s compliance with the agreed Environmental and Social Management Plan (ESMP) or ESMP Check Lists; to weekly control and appraise the progress of the works, to order suspension of works and to authorize, with the Employer’s approval, extensions of the period for completion of the works;
* Review and approval of the site-specific environmental and social mitigation plans prepared by the Contractor;
* Review of the Contractors Environmental and Social Implementation Plans to ensure compliance with the ESMPs/ESMP Check Lists;
* Random monitoring checks and audits of monitoring and supervision data;
* Regular site inspections;
* Regular feedback audit of results to the Client according to the procedures of non-compliance in the ESMPs/ESMP Check Lists;
* Training programs for Contractor’s Environmental and Social Teams (CETs) at the beginning of the construction phases to appraise them of issues identified and how to improve environmental and social compliance;
* Development of good practice construction guidelines to assist the contractors in implementing ESMPs/ESMP Check Lists;
* Preparation and submission of regular environmental and social monitoring and implementation progress reports;
* Continuous interaction with Environmental and Social Safeguard of PIU regarding the implementation of the environmental and social provisions;
* Ensuring that proper environmental and social safeguards are being maintained at all ancillary sites such as borrow areas, materials storage yards, worker's camps etc. from which the contractor procures material for road rehabilitation works;
* Ensuring that the implementation of the determined traffic scheme is in compliance with the decision and approved traffic project for determining / changing the traffic scheme
* Ensuring that the installed traffic signalization and equipment are in compliance with the valid standards, legislation and approved materials;
* Ensuring that the traffic design project for temporary traffic scheme in terms of fulfilling the requirements defined in the bidding documents;
* Ensuring that of the contractor has obtained permit for temporary change of the traffic scheme and that the Ministry of Interior and the legal entity responsible for maintenance of the road are notified for the time when the change of the traffic scheme will be initiated;
* Ensuring that the implementation of the temporary traffic scheme is in compliance with the issued permit and the approved traffic design project for temporary change of the traffic scheme;
* Ensuring that care is taken and that the measures and activities for safe and uninterrupted traffic management during the period of construction works, including after the end of working hours as well as in the period from the completion of construction works to the full implementation of the determined traffic scheme are appropriate applied;
* Conduct of operational inspection upon a submitted Request for Inspection for establishment / removal of the temporary traffic scheme for performing road works i.e., upon establishment /removal of the temporary traffic scheme for each phase of the road works (if the performance of the works is performed in several phases) and filling the List for operational inspection of the temporary traffic management, provided by the Employer;
* Ensuring that the contractor conducts the operational check of the traffic management and verification of the Lists for the operational check of the temporary traffic management submitted by the contractor;
* Ensuring that the established temporary regime and the entire temporary traffic signalization and equipment necessary for the safe road traffic are maintained;
* Ensuring that the installed temporary traffic signals and equipment are in compliance with the valid standards, legislation and approved materials;
* Ensuring that measures and activities for safe traffic in case of road obstructions, road damage, bad weather conditions or other reasons are undertaken and appropriate applied;
* If applicable, preparation of a positive report for temporary use of the road, i.e., opening of the road for traffic;
* Supervision of the proper construction and maintenance of the facilities for the labor camps if any, including the provisions for the safety and health of workers;
* Issue interim certificates for payment to the Contractor on the basis of measured work items or to certify the completion of the works or parts thereof;
* Attend to the work inspections carried out by the State Authorities in accordance with the applicable national legislation, as a representative of the Client;
* Organize provisional and temporary technical acceptance of works if any, and submit all supervision documents to the taking-over committee accordingly;
* Issue the Certificates of Completion/Taking-over of the Works;
* Assist the Final Beneficiary in taking over the site of the works;
* Collect project indicator data like created employment, grievances received and resolved, etc.,

**3.3.3. Services in post-construction period**

**Services within the Defect Notification Period (DNP)**

During this period the Consultant should practice site visits to evaluate the situation about the performance of the completed works, issuing any required certificate, give additional instructions or advice for repairs or modifications of the works. During the first month of the DNP the site visits should be on regular basis, almost daily, while during the remaining period the visits should be practice according to the needs. Maintenance activity should be also inspected and reported. The Defects Notification Period will be valid for 12 months for each works contract. During the DNP the Engineer will need to monitor the rectifications on unattended/uncompleted activities, identifying and preparing reports on defects if any, supervising the remedial works and preparing and issuing the Final Payment Certificate. During this period the Engineer shall be required to draw the attention of the contractor to any defects if and when noticed and shall supervise such remedial works. In summary, the expected activities, but not limited to:

* Supervision the Contractor’s works representing corrective measures as notified by the Committee for technical acceptance of the Works;
* Inspect and report maintenance works activities during the defect’s notification period;
* Monitoring the Contractor’s operations and issuing any required certificates and reports;
* Carrying out periodic site visits missions to monitor the rectifications on unattended/uncompleted activities, identifying and preparing reports on defects if any, supervising the remedial works and give additional instructions or advice for repairs or modification of works;
* Ensure the Contractors have completed all remedial works or any defects if and when noticed and shall supervise their completion;
* Three months (90 days) before the end of the Defect Liability/Notification period the Engineer shall conduct a detailed defect inspection of the road and structures and prepare a defect report for issue to the Employer and Contractor.
* Prior to the expiry of the defect period the Engineer shall certify that the defects have been eliminated;
* Issue Defects Liability or Performance Certificates after the rectification by the Contractors of possible defects;
* Preparing the Final Payment Certificate for every particular contract.

**Services after Works completion and DNP period**

Within 1 month (30 days) upon Defect Notification Period the Consultant will carry out:

* Preparation of final report on works for every particular contract and Concluding report for the Services;
* Revision and verification of as-built drawings;
* Collecting investment-technical documents and presentation to the Committee for technical review and acceptance of works;
* Participation in the work of the Committee for works final account;
* Issuing the final payment certificate for every particular contract.

**3.3.4. ESMPs and Health and Safety**

Before commencement of the works, the Consultant shall provide the final review and recommend clearance of all Contractors’ safety plans. Provisions for emergency responses are to be included in the Contractor‘s site safety plan which is to include nomination of a person who will be immediately contacted should an accident occur. To ensure consistency across the project, the Consultant will be required to develop a plan for safety operations of his team during supervisory activities.

The Consultant shall follow-up the Environmental and Social Management Plans (ESMPs) /ESMP Check Lists attached to the civil works contracts and take necessary action to ensure that the Contractor takes necessary actions to meet mitigation measures prescribed by the respective ESMPs/ESMP Check Lists.

**3.3.5. Grievance Redress Mechanism (Complaints-Grievance)**

Complaints may be received from local residents with regard to environmental and social impacts such as noise, dust, traffic safety, etc. Consultant will assure that information for the complaints is available to the public (in the work site and anywhere else for wider public information. The Consultant shall be provided with a copy of those complaints and the Consultant shall confirm that they are properly addressed. The same applies to incidents identified during site inspections.

Communities and individuals who believe that they are adversely affected by World Bank (WB) supported project may submit complaints to existing project-level grievance redress mechanisms or the WB’s Grievance Redress Services (GRS). The GRS ensure that complaints received are promptly reviewed in order to address project-related concerns. Project affected communities and individuals may submit their complaints to the WB’s independent Inspection panel which determines whether harm occurred, or could occur, as a result of WBG non-compliance with the policies and procedures. Complaints may be submitted at any time after concerns have been brought directly to the World Bank’s attention, and bank’s management has been given opportunity to respond. The Consultant should propose the solution for the grievances and they should be listed in the consultant's reports with the description of the grievance, description of actions taken, and the proposed solution(s) for their removal. The following report should mark when the grievances are removed.

**3.3.6. Road safety and traffic management**

Before commencement of the works, the Consultant shall provide a review of the design documentation for each works contract and shall provide recommendation to the Client on implementation of road safety aspects and traffic management plan in accordance with the applicable national legislation. During the works, the Consultant should ensure that road safety and traffic management measures are in place and properly implemented.

1. **Time Frame of the Services**

The Services to be provided by the Consultant are expected to start in March 2023, shall cover a period of about 20 months duration of the civil works and additional 12 months for Defects Notification Period (DNP) for each section. The scope of the Supervision consultancy service should be the rehabilitation works of indicative number of 130 local roads/streets with total cumulative length of app. 150 km located in 61 municipalities, and contractually divided in separate Lots (Contracts), provision of expertise and effective contract management, environmental and social safeguard monitoring and mitigation of the observed negative impact (see Table 5.1 under Chapter 5 Program of Implementation of Consultant`s Services)

The Construction Works contracts should be implemented almost simultaneously. Therefore, the Consultant should plan its activities and provide capacities in accordance with the said facts in each phase of the Project implementation.

1. **Program of implementation of Consultant’s Services**

The Consultant shall start with the Services upon signing of first works contract in Мarch 2023.

The Consultant shall prepare Initial Work Plan after Effective Date, to reflect works completion envisaged by each contract.

Depending of real progress of activities under the contracts, the Consultant shall periodically update its Work Plan as an integral part of the Consultant's Supervision Plan.

The Indicative Program with time schedule for implementation of the Services is presented in the Table 5.1: Indicative Program of Scope of Work.

Table 5.1: Indicative Program of Scope of Work.

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Title of Municipality | TENDER # 5-9 Physical works in selected municipialities according to design | Street length/m |
| 1 | Brvenica | Reconstruction of by-pass in the village of Celopek | 820.00 |
| 2 | Brvenica | Reconstruction and rehabilitation of street1 and branch1,2,3 and 4 in the v. Radiovce | 545.22 |
| 3 | Brvenica | Reconstruction of street Dubrava with branch 1,2 and 3 in v. Brvenica | 1,223.21 |
| 4 | Bogovinje | Construction of Local Road in Pirok - Gradec | 850.00 |
| 5 | Gostivar | Reconstruction of Local Road from v. Zdunje to v. Debreshe | 1,260.00 |
| 6 | Gostivar | Reconstruction of Local road from v.Dolna Banjica to v. Gorna Banjica | 1,240.00 |
| 7 | Tearce | Construction of local road 102 in v. Slatino | 1,780.00 |
| 8 | Resen | Reconstruction of Local Street Mihajlo Bochvarovski and branch of Mihajlo Bochvarovski | 1,141.00 |
| 9 | Demir Hisar | Reconstruction of Local Street no.1 | 1,088.00 |
| 10 | Demir Hisar | Reconstruction of Local Street no.3 | 431.00 |
| 11 | Krivogashtani | Reconstruction of Local Street Najdo Najdovski v. Vokani | 550.00 |
| 12 | Krivogashtani | Reconstruction of Local Street Jane Sandanski v. Godivje | 1,087.00 |
| 13 | Krushevo | Reconstruction of part of Local Street Koco Milenku and Mancu Metak-1 phase | 200.00 |
| 14 | Makedonski Brod | Reconstruction of Local Street Vasko Karangelevski | 700.00 |
| 15 | Makedonski Brod | Reconstruction of Local Street Porecka | 1,087.00 |
| 16 | Rankovce | Reconstruction of local street in v.Rankovce | 1,400.00 |
| 17 | Staro Nagoricane | Construction of local road in v.Mlado Nagorichane neighborhood Trendajlovci | 975.00 |
| 18 | Staro Nagoricane | Reconstruction of local road in v.Strnovac | 1,620.00 |
| 19 | Kriva Palanka | Reconstruction of Local Street Joakim Osogovski | 3,000.00 |
| 20 | Kumanovo | Reconstruction of street 300 in Ajducka Cesma | 624.82 |
| 21 | Kumanovo | Reconstruction of local road Rezanovce - Rechica | 2,564.40 |
| 22 | Kumanovo | Reconstruction of local road Kosmatac - Murgash-Novoseljane | 5,021.00 |
| 23 | Cheshinovo I Obleshevo | Constructino of Local Street Marshal Tito in v.Cheshinovo | 1,550.00 |
| 24 | Probishtip | Reconstruction of the part of the street 3 April | 720.00 |
| 25 | Probishtip | Reconstruction of the part of the street Hristijan Todorovski Karpos | 275.00 |
| 26 | Zrnovci | Reconstruction of Local Road from village Morodvis- to Cemetary, village Morodvis | 300.00 |
| 27 | Zrnovci | Construction of Local Road v. Zrnovci - v. Morodvis (Shtipski pat) | 2,032.00 |
| 28 | Zrnovci | Reconstruction of branch of Local Street Nikola Karev and branch of Local Street File Ristov in village Zrnovci | 833.45 |
| 29 | Zrnovci | Constructon of Local Road: Orizni Gumna - Drumot | 850.00 |
| 30 | Pehchevo | Reconstructionf of Local Street Ilindenska, part of the streets Dame Gruev and Mirche Acev | 1,288.00 |
| 31 | Zelino | Reconstruction of Local Road in the village Kopacin Dol | 900.00 |
| 32 | Zelino | Reconstruction of Local Road: Palatica - Ozormiste 02-36/2017 | 1,600.00 |
| 33 | Zelino | Construction of Local Road: 2-A village Zelino | 660.00 |
| 34 | Jegunovce | Reconstruction of lokal roads in Jegunovce - first and second phase, Municipality Jegunovce | 3,043.00 |
| 35 | Tetovo | Reconstruction of Local Street Braka Miladinovci | 1,009.00 |
| 36 | Saraj | Reconstruction of local road from v. Dolno Svilare to v. Gorno Svilare | 2,210.00 |
| 37 | Aracinovo | Reconstruction of local street “4” in Arachinovo | 860.00 |
| 38 | Aracinovo | Reconstruction of local street “14” in Arachinovo | 1,020.00 |
| 39 | Aracinovo | Reconstruction of local road in v. Orlanci | 980.00 |
| 40 | Studenicani | Reconstruction of Local Street 10 with branchs 1,2 and 3 in v. Batinci | 1,531.11 |
| 41 | Studenicani | Constraction of local road from v. Morani to regional road | 1,296.63 |
| 42 | Studenicani | Reconstruction of Local Street 5 in v. Studenicani | 560.00 |
| 43 | Sopishte | Reconstruction of street 6 in Dolno Sonje | 930.00 |
| 44 | Sopishte | Reconstruction of street 1 in Gorno Sonje | 1,090.00 |
| 45 | Petrovec | Reconstruction of local street from v. Petrovec to v. Ognjanci KP 906 | 802.17 |
| 46 | Valandovo | Construction of road and canal for connection of regional road R-1105 with settlement Gorna Mala | 692.00 |
| 47 | Strumica | Construction of part of street Bratstvo I Edinstvo | 509.00 |
| 48 | Gevgelija | Finalization of St. Kliment Ohridski Street | 1,023.00 |
| 49 | Centar Zupa | Reconstruction of Local Street ul. Kodzadzik\_CENTAR ZUPA | 1,830.00 |
| 50 | Novaci | Reconstruction of part of the street for v. Novaci from the post office to Zlaten Klas in the v. Novaci to the end of the channel. | 990.00 |
| 51 | Prilep | Reconstruction of street Lece Koteski | 2,130.00 |
| 52 | Bitola | Reconstruction of streets in nas. Nedopirlivi | 2,055.00 |
| 53 | Bitola | Reconstruction of Local Road st. Bursa | 2,418.00 |
| 54 | Plasnica | Reconstruction of Local Street ST2, Plasnica | 2,000.00 |
| 55 | Mogila | Reconstruction of Local Street in Musinci | 1,422.00 |
| 56 | Mogila | Reconstruction of Local street in V.Trap | 1,250.00 |
| 57 | Mogila | Reconstruction of Local street in V.Trnovci | 800.00 |
| 58 | Debrca | Reconstruction of Local Road Mesheiste - Volino | 1,393.00 |
| 59 | Debrca | Reconstruction of local road from v. Zlesti to v. Belcista /section1 | 720.00 |
| 60 | Krivogashtani | Reconstruction of part of Street 4 and street 14, v.Krusheani | 341.87 |
| 61 | Krivogashtani | Reconstruction of street in Pashino Ruvci | 707.27 |
| 62 | Konce | Reconstruction of street in v. Rakitec | 650.00 |
| 63 | Resen | Reconstruction of Local Street Kocho Racin with branches 1 and 2 | 646.00 |
| 64 | Krusevo | Reconstruction of Local road from R1306 to v.Vrbovec an v. Sv. Mitrani | 3,529.00 |
| 65 | Vevcani | Reconstruction of street C5 | 825.00 |
| 66 | Demir Hisar | Construction of traffic infrastructure in the village of Vardino – 1st phase | 658.00 |
| 67 | Demir Hisar | Construction of traffic infrastructure in the village of Kutretino – 1st phase | 803.91 |
| 68 | Demir Hisar | Construction of traffic infrastructure in the village of Suvodol – 1st phase | 627.48 |
| 69 | Ohrid | Reconstruction of street "7 Noemvri" - Ohrid | 692.00 |
| 70 | Dolneni | Reconstruction of streets in v.Lazani | 2,377.00 |
| 71 | Dolneni | Reconstruction of street in v.Zitoshe | 1,730.64 |
| 72 | Radovish | Construction of Local Road "Obikolnica Malesevski pat" in v.Podaresh | 1.260,00 |
| 73 | Demir Kapija | Reconstruction of local road Demir Kapija-Popova Kula | 870.00 |
| 74 | Demir Kapija | Reconstruction of local street in v. Ciflik | 1,140.00 |
| 75 | Demir Kapija | Reconstruction of local street in v. Przdevo | 820.00 |
| 76 | Lozovo | Reconstruction of streets in Milino | 1,653.03 |
| 77 | Vasilevo | Reconstruction of a local road from the crossroads with a road to the dam Turija to the center in the village. Dobroshinci | 1,324.00 |
| 78 | Kavadarci | Reconstruction of street 25 Maj | 450.00 |
| 79 | Bosilovo | Construction of Local Road in village Monospitovo KP4324, KP4892/1, KP690/2 and KP4242 | 629.00 |
| 80 | Bosilovo | Construction of Streets in the village Saraj KP1695 and KP1698 | 275.00 |
| 81 | Cashka | Construction of Local Street Obikolnica in v. Gorno Jabolcishte | 460.00 |
| 82 | Cashka | Reconstruction of local road from v. Banjica to v. Otishtino and construction of box cuvert | 212.00 |
| 83 | Rosoman | Reconstruction of street in village Trstenik | 450.00 |
| 84 | Rosoman | Reconstruction of street Sterio Nestorovski | 500.00 |
| 85 | Valandovo | Construction of Local Street in populated place Balinci | 1,346.12 |
| 86 | Valandovo | Construction of Local Street Novoproektirana 1 | 510.10 |
| 87 | Sveti Nikole | Construction of street Panco Brasnarov | 396.00 |
| 88 | Cucer Sandevo | Reconstruction of street 1 in weekend settlement Radunac | 747.16 |
| 89 | Cucer Sandevo | Reconstruction of street 1, v. Banjane | 1,286.05 |
| 90 | Cucer Sandevo | Reconstruction of street 2 in v. Banjane | 763.57 |
| 91 | Cucer Sandevo | Reconstruction of street 3 in v. Banjane | 480.00 |
| 92 | Cucer Sandevo | Rehabilitation of part of local road to village Blace | 3,576.00 |
| 93 | Zelino | Reconstruction of Local Road: v. Trebos | 618.00 |
| 94 | Zelino | Reconstruction of Local Road v.Lukovica-a place called Krstec | 5,480.00 |
| 95 | Kisela Voda | Reconstruction of street Petar Drapshin | 800.00 |
| 96 | Kisela Voda | Reconstruction of street Trajko Ivanov | 250.00 |
| 97 | Kisela Voda | Reconstruction of street Lazar Dimitrov | 220.00 |
| 98 | Centar | Reconstruction of street Albert Ajnshtajn | 120.00 |
| 99 | Centar | Reconstruction of street Donbas | 82.00 |
| 100 | Centar | Reconstruction of street Andon Dukov | 64.00 |
| 101 | Cair | Reconstruction of street Serava | 877.00 |
| 102 | Aerodrom | Reconstruction of street Ilija Dimovski - Goce | 490.00 |
| 103 | Bogovinje | Reconstruction of Local Road: Palciste-link to Highway | 1,674.40 |
| 104 | Bogovinje | Reconstruction of Local Road: Bogovinje-Sedlarce | 1,204.00 |
| 105 | Gostivar | Rekonstruction of local street Belicica | 927.12 |
| 106 | Tearce | Reconstruction of local road in v. Tearce | 2,200.00 |
| 107 | Vrapcishte | New design under preparation | 2,500.00 |
| 108 | Petrovec | Construction of local street 9 in v. Dolno Konjari | 641.00 |
| 109 | Petrovec | Construction of local street 15 in v. Dolno Konjari | 392.00 |
| 110 | Petrovec | Reconstruction of local street KP878/1, v. Rdzenicino | 456.00 |
| 111 | Butel | Reconstruction of Local Road: v. Radisani - v. Ljubanci | 3,000.00 |
| 112 | Sopishte | Reconstruction of street 7 in Rakotinci | 592.55 |
| 113 | Brvenica | Reconstruction of street Cile Maalo-v. Celopek | 455.00 |
| 114 | Brvenica | Reconstruction of street from mosque next to dam on river Vardar in v. Radiovce | 537.00 |
| 115 | Brvenica | Reconstruction of street Ljubljanska | 770.00 |
| 116 | Veles | Reconstruction of part of street Luj Paster | 943.62 |
| 117 | Veles | Reconstruction of part of street 8mi Mart | 443.80 |
| 118 | Veles | Reconstruction of part of street Ljubljanska | 396.00 |
| 119 | Probishtip | Reconstruction of street Makedonski Revolucioneri and part of Dimitar Vlahov | 1,270.00 |
| 120 | Karbinci | Local Road: v. Tarinci - v. Dolni Balvan | 1,600.00 |
| 121 | Berovo | Reconstruction of street Ilindenska in v. Ratevo | 940.00 |
| 122 | Vinica | Construction of local street in v. Jakimovo | 329.65 |
| 123 | Vinica | Reconstruction of local road v. Trsino to Golak | 2,989.10 |
| 124 | Kumanovo | Reconstruction of local road from existing road Kumanovo-v.Pchinja to v.Romanovce (to asphalt mixing plant) | 2,800.00 |
| 125 | Kumanovo | Reconstruction of local streets 4, 5 and 6 in Umin dol | 870.00 |
| 126 | Kratovo | Reconstruction of local road to v. Kuklica | 1,128.00 |
| 127 | Kochani | Reconstruction of part of street Evlija Celebija | 634.00 |
| 128 | Kochani | Construction of street Aleksandar Mitev in v. Trkanje | 300.00 |
| 129 | Kochani | Reconstruction of street Goce Delcev | 695.00 |
| 130 | Kochani | Construction of part of street Kej na Revolucija and street Nikola Karev in v. Orizari | 600.00 |
|  |  | TOTAL | 146,545.45 |

**Please note:**

The Table with Scope of work is only indicative and can be subject of slight modification.

The works for all lots shall not be implemented at the same time.

1. **Reporting Requirements**

The Consultant is obliged to comply with the reporting requirements specified below and to deliver to the Client the following reports:

* Inception Reports
* Progress Reports:
* Monthly Progress Reports
* Quarterly Progress Reports
* Final Reports
* Defect Notification Reports
* Completion Reports
* Other Reports

6.1. **Inception Reports**

Within 28 days of the Effective Date (contract signature), the Consultant shall prepare and submit to the Employer a draft Inception Report showing Consultant’s models for the monthly reports, Interim Payment Certificates, refine staff mobilization schedule, time reporting systems, define the responsibilities to be delegated and establish the communication procedures with the Employer.

Furthermore, for each construction site, the inception report shall identify the following:

* design review with recommendations on the potential modifications or adjustments in the design in accordance with the existing site conditions, time for completions, and budget
* road safety and traffic design issues
* environmental and social risks
* expropriation issues or risks

The Employer shall comment upon the draft Inception Report within 14 days from submission, following which the Consultant shall submit the final Inception Report within 7 days.

The final version of the Inception Report shall be submitted in Macedonian and English language in 1 hard and 3 electronic copies (CDs). The Inception Report shall be deemed accepted if approved by the Client in writing.

**6.2. Progress Reports**

**6.2.1. Monthly Progress Reports**

The Consultant will, no later than the 7th day of each month, prepare a brief progress report, in the form described and agreed in the Inception Report, summarizing the work accomplished by each of the supervision teams for the preceding month, including problems encountered and recommended solutions. The Consultant shall report on the estimated project progress, Contractor’s activities and Consultant’s activities.

Monthly progress report shall include, but not be limited to:

* Overview of the physical and financial progress of the executed works compared with the outstanding works and time elapsed (text and graphics);
* Encountered problems during the past month and proposed measures for their overcoming;
* List of pending problems from previous period and status of implementation of the agreed measures for their overcoming;
* Status with the Contractor’s updated work plan and achievement;
* Contractor’s equipment, workers and personnel on the site;
* Road safety and traffic design issues;
* Environmental issues and status of their implementation;
* Social issues and status of their implementation;
* Expropriation issues, if any and status of their implementation;
* Report on health and safety (accidents if any and status);
* Variation order proposals – V/O (modification orders) needing Client’s approval accompanied with Consultant’s assessment and rationale;
* Overview of the issued Variation orders and status of their approval;
* List of Claim notices or claims and status;
* Report on the compliance with the relevant Quality Assurance Plans, any quality control testing undertaken by the Supervision Consultant and remedies taken to rectify works that did not meet the requirements;
* Status of payment of all contractors’ monthly certificates, of all claims for cost or time extensions, and of actions required of the Employer to permit unconstrained works implementation
* Consultant’s staff engaged for the period of reporting;
* Schedule of the Consultant’s staff engagement for the next period;
* Replacement of Consultant’s staff, if any, in accordance with the Consultant’s Contract and the Contractor’s work plan;
* Copy of the log file and measurement book for the reporting period signed by authorized representatives (Annex);
* List of correspondence from the Contractor to Consultant/Client/Final Beneficiary and vice versa (Annex).
* Filled checklists for monthly field environmental and social monitoring should be attached to the report (Annex).

Monthly progress report shall be submitted along with the Consultant’s Time Sheets submitted in original to the Client for approval. Monthly progress report shall be in Macedonian and English language in 1 hard and 3 electronic copies (CDs). In case of having comments and suggestions, the Client shall submit them to the Consultant not later than 7 days after receiving. The Consultant is obliged to incorporate the Client’s comments/suggestions in the final version of the report within 7 days from receipt of such comments/suggestions. The Client approves the Consultant’s Time Sheet and the Monthly Progress Report. Approved documents are a prerequisite for submission and payment of the respective Interim Payment Certificate / Invoice by the Consultant.

**6.2.2. Quarterly Progress Reports**

Quarterly report shall include:

* overview of the works executed during the past quarter;
* identification of unsolved problems as well as proposal of measures for their solution;
* works realization degree and estimate of the works completion date;
* summary of the relevant measured data;
* personnel substitution according to the Consultant’s request, if any, in accordance with the Consultant’s Contract and the Contractor’s work plan;
* all events of importance for works progress and funds expenditures during the previous quarter;
* data on inspection supervision, as well as on requests and/or decisions of other government bodies, i.e., requests of other entities relating to the execution and progress of works;
* overview of the issued variation orders;
* budget estimate in case of significant changes;

Quarterly report is submitted not later than 21 days after the expiry of stated period. The Quarterly Report shall be submitted in Macedonian and English language in 1 hard and 3 electronic copies (CDs). The Quarterly Report shall be deemed accepted if approved by the Client in writing.

**6.3. Final Reports**

The Consultant will prepare a draft Final Report for each works contract within 28 days of the issue of the Taking-Over Certificate/Certificate of Completion of the works. The Employer shall comment upon the draft Final Reports within 14 days from submission, following which the Consultant shall submit the Final Reports within 7 days.

These reports must be submitted summarizing the methods of construction, the construction supervision performed, and recommendations for future projects by the Employer. Report represents analyses and synthesis of the works implementation and summary of the achieved technical, financial, traffic safety and ecological results under the Project both from the aspect of the executed works and from aspect of the provided services subject to this ToR.

Final Report shall contain all relevant details of provided consultancy services per every work contract, including description of service, all relevant information on implementation, presentation of staff engaged, as well as the cash flow on the consultant’s contract.

Final Report is prepared for every particular works contract and shall include summary of the works completed:

* Summary of the completed works and contract implementation;
* Summary of the approved by the Consultant technical documentation for the works completed, including all modifications in the design made during the construction (as build design/drawings);
* Overview of all important events on the Site;
* Summary of the equipment and mechanization used during the works execution, with conclusions relating to adequacy and sufficiency of the equipment and recommendations for new works;
* Summary of the contractor’s engaged labor according to the qualification structure with the assessment of qualification, efficiency and sufficiency;
* Overview and description of applied new technologies for works execution with recommendations to the Client relating to their further use;
* Complete financial summary of the contract;
* Summary of the engaged Consultant’s personnel;
* Summary of the completed works;
* Summary of completed tests and acceptances of materials and works as well as completed control testing;
* Summary of delivered materials, with data on manufacturer and quality with schematic presentation of locations of the build in materials;
* Summary of road safety and traffic design implemented in the rehabilitated road/street;
* Summary of environmental and social management carried out during the works contract implementation;
* Summary of social issues, events and mechanisms of their implementation;
* Summary of expropriation issues, if any and their implementation;
* Report on health and safety (accidents if any and status);
* Complete financial status of the contract;
* Summary of Variation orders;
* Summary of Claims;
* Summary of extension of time and budget;
* Summary of Contractor’s equipment, engaged labor and personnel on the site completing the works;
* Summary of Consultant’s staff engaged and replacement of Consultant’s staff, if any;
* Copy of the complete documentation prepared during the construction period (Annex);
* Copy of the complete correspondence between the Contractor/Consultant/Client/Final Beneficiary and vice versa (Annex).

Draft Final Report shall be submitted to the Client within 14 days following the completion of the Consultant’s obligations under the subject Services. The Client shall review the report within 21 days from the date of submission of draft Report. In case of having comments and suggestions, the Client shall submit them to the Consultant in the stated time. The Consultant is obliged to incorporate the Client’s comments/suggestions in the final version of the Final Report within 14 days from receipt of such comments/suggestions.

The final version of the Final Report shall be submitted in Macedonian and English language in 1 hard and 3 electronic copies (CDs). The Final Report shall be deemed accepted if approved by the Client in writing.

**6.4. Defect Notification Reports**

The Consultant shall prepare a report from inspection visit after each mission detailing:

* outstanding and remedial works completed by the Contractor during the period;
* location, nature, extent and analysis of the causes of defects identified, if any;
* recommended method to correct identified defects together with cost estimates;
* in consultation with the Client and Contractor the liability for correcting the defects identified;

Number of inspections to the site during DNP shall be based on the Consultant’s assessment, but in any case, should not be less than 3 inspections per works contract out of which the last inspection should be no later than 90 days before the end of DNP.

The DNP Report shall be submitted to the Client within one week (7 days) after completion of each inspection in both languages Macedonian and English in 1 hard and 3 electronic copies (CDs).

**6.5. Completion reports**

This report shall overview the defect notification period Contractor’s and Consultant’s activities and summarize the remedial works completed by the Contractor for each works contract during the period. Completion report shall be provided in both languages Macedonian and English in 1 hard and 3 electronic copies (CDs).

Draft Completion Report shall be submitted to the Client within 14 days before the expiration of DNP. The Client shall review the report within 7 days from the date of submission of draft Report. In case of having comments and suggestions, the Client shall submit them to the Consultant in the stated time. The Consultant is obliged to incorporate the Client’s comments/suggestions in the final version of the Final Report within 7 days from receipt of such comments/suggestions.

**6.6. Concluding Report**

Concluding Report represents analyses and synthesis of the works implementation and summary of the achieved technical, financial, traffic safety and ecological results under the Project both from the aspect of the executed works and from aspect of the provided services subject to this ToR. Apart from the conclusion, the report shall include recommendation for improvement of efficiency on prospective projects.

Concluding report shall contain all relevant details of provided consultancy services, including description of service, all relevant information on implementation, presentation of staff engaged, per every work contract and summary, as well as the cash flow on the consultant’s contract.

A draft Concluding Report will be submitted to the Client within 14 days following the completion of the Consultant’s obligations under the subject Services. The report shall be submitted in hard and electronic copy in both languages. The Client shall review the report within 21 days from the date of submission of draft Report. In case of having comments and suggestions, the Client shall submit them to the Consultant in the stated time. The Consultant is obliged to incorporate the Client’s comments/suggestions in the final version of the Concluding Report within 14 days from receipt of such comments/suggestions. The Concluding Report shall be deemed accepted if approved by the Client in writing. After Client`s approval. The Consultant should submit the Final Concluding Report in 1 hard copy in English language and 1 hard copy in Macedonian language. Additionally, the Consultant shall submit 3 electronic copies of the documents in both languages in form leaving a possibility of the text editing.

**6.7. Other Reports**

* Preparation of other reports as required for submission to the Employer, including but not limited to: Site Supervision Procedures Manual, Claims Reports, Variations Reports, Ad-hock Reports, Accident Reports, etc.
* Unless specifically required, these reports should be submitted in Macedonian language only.

**6.7.1. Site Supervision Procedures Manual**

The Site Supervision Procedures Manual should detail procedures listed above in Part 2 – Tasks during construction. Supervision Manuals should include, but not be limited to:

* 1. proposed program of works which should include works during the construction phase and during the defect notification period (DNP);
  2. proposed Consultant’s organization plan with list of needed resources;
  3. parameters to be measured;
  4. locations for taking samples or performance of measurements;
  5. type of equipment to be used and their detection limits;
  6. frequency of measurement;
  7. key and other staff to perform the measurements;

The Site Supervision Procedures Manual should be prepared and submitted by the Consultant 7 days after commencement date. Client shall review the report within 7 days from the date of submission of draft Report. In case of having comments and suggestions, the Client shall submit them to the Consultant in the stated time. The Consultant is obliged to incorporate the Client’s comments/suggestions in the final version within 7 days from receipt of such comments/suggestions.

The final version of the Site Supervision Procedures Manual shall be submitted in Macedonian and English language in 1 hard and 3 electronic copies (CDs). The Supervision Plan shall be deemed accepted if approved by the Client in writing

**6.7.2. Environmental and Social Monitoring Report**

The Consultant’s obligation is to prepare monthly progress reports, including monitoring indicators and reporting on the implementation of the requirements set in the site-specific ESMPs. Monthly progress reports prepared by the supervision consultants will be submitted by the Client (the PIU) to the IFIs for review upon request. However, in case of any kind of accident or endangerment of protected environments, reporting to the Client and the Bank will be immediate.

The findings of the regular monitoring activities, including activities specified in the Generic Monitoring Plan carried by the Contractor will be included in the monthly progress reports prepared by the Consultant.

As part of obligation related to monitoring of social impacts during the Project implementation, the Client prepared Resettlement Policy Framework, which includes mitigation measures. Obligation of implementation of those measures is stated by the contracts for Works. Continual monitoring of appliance of the mitigation measures on behalf of the contractor as well as implementation of all other activities stated by the RPF shall represent the Consultant’s duty.

The Consultant shall prepare Social Monitoring Plan in compliance with the RPF. The plan shall be approved by the Client and must include the following:

1. Complaint mechanism;
2. Questionnaire on degree of satisfaction of users.

The Environmental and Social Monitoring Report should be part of the regular Monthly Reports as an Annex.

For each sub-project the environmental and social due diligence instrument was prepared taking into account the potential risks of the proposed reconstruction/rehabilitations activities (Environmental and Social Mitigation Plan (ESMP) or ESMP Check List. These documents are site-specific and include as much as possible relevant environmental and social information and data, main planned project activities, vicinity of any protected areas or cultural heritage, near settlements, any other sensitive receptors and possible impacts from the works. The measures that will lead to prevent or mitigate the possible adverse environmental and social impacts and monitoring parameters are proposed in the document.

The ESMP or ESMP Check list for each sub-project are part of the works contract signed with the Contractor. The Contractor would be in charge of implementation of Mitigation plan during reconstruction/rehabilitation activities.

The Supervising Engineer Company would be in charge of monitoring the status of implementation of those measures on site providing additional guidance to protect the human health and environment on and near by the project location and along the road/street route. Particularly, the Environmental and Social Supervisor Engineer (as a member of Supervising Engineer Company Team), would have the following tasks:

* Reviewing all environmental and social planning documents required and prescribed in the ESMP/ESMP Check List document (e.g., OH&S Plan including Labor management procedures, Community safety Plan, Waste Management Plan or Traffic Management Plan, Gender and Roma Action Plan, Code of conduct, etc.) prior the start of project activities;
* Provide her/his remarks on the submitted documents in order to identify if any additional measures need to be included taking into account the site circumstances;
* Supervise Contractors’ compliance with E&S measures proposed in the site-specific ESMP/ESMP Check List during the supervisor regular site visits (at minimum 1 visit/week in the first two months of the project duration and 3 visits/month in the rest period of project duration. If it is needed, the number of visits should be increased based on situation on site in communication with PIU staff and ESS Specialist within PIU Team);
* Preparation of the Environmental and Social Supervisor Monitoring Report after each site visit identifying any non-compliances on implementation of E&S measures, taking care about OH&S issues – especially COVID-19 measures and guidance on workers protection proposed in the ESMP/ESMP Check List, community safety aspects, if any grievances occurred by any stakeholder, how the Contractor implement the measures to overcome and solve any grievance, waste management issues, noise levels in population area, etc.); The template for E&S Monitoring Report provided in the ESMF (<http://mtc.gov.mk/proekt%20za%20loklani%20patista%20lrcp> Annex VI page 133) could be used as a template and it could be adapt on Supervisor reporting system; E&S monitoring report should be part of the regular Monthly Reports as an annex;
* Participation on the project monthly meetings in order to present the status of implementation of E&S preventive/mitigation measures and if any non-compliances occurred in the progress period and type of activities implemented to solve the non-compliances;
* Communication with the ESS Specialist in PIU team and other member of PIU and Project Manager from the municipality in order to organize common site visits in order to avoid any non-compliances or in urgent case, to report any possible damage and to find solution.

6.7.3. **Log File (Construction Diary)**

Contractor keeps Log File (Construction Diary) in accordance with the applicable national legislation (the “Rulebook of rulebook on the Form, Content and Method of Keeping Books of Inspections, Log File (Construction Diary), and Measurement” Official Gazette No. 26/2011). Contractor is keeping Log File by entering all requested log data. Accuracy of data entered into a Log File shall be: controlled, verified, and filled in with supplement comment, remark or instruction, by the Consultant.

Keeping of the updated log file on a daily basis, available for the Client’s inspection shall include:

* Activities to be done and parameters to be measured and locations for taking samples or measurement performance for every particular day;
* Activities completed and parameters measured and locations where samples were taken or measurements performed for every particular day;
* Instructions, recommendations and orders given to the contractor and actions taken by the contractor in respond to such requirements;
* Daily works progress;
* Data that may have influence on quality and works safety;
* Inspection of all works, which cannot be inspected after execution of the next works phases;
* Weather conditions and temperatures;
* Traffic accidents and other incidents of importance for the contract realization;
* Discrepancies in relation to the technical documents;
* Arrival, origin and quality of the material and equipment delivered to the site;
* Data on site overview completed by inspection authorities and their main findings;
* Approvals and decisions of the government bodies, other legal or physical entities, which may be of importance for the works execution;
* Additional or contingency works;
* Events requiring or which may require urgent measures, such as occurrence of ground water, unstable terrain or similar;
* Number of employed workers for the works execution, their qualification structure, as well as on number and type of the engaged equipment and mechanization;
* Delays and termination of the works execution;
* Orders for modification of the design documents, acceptance of the modification proposal on behalf of the contractor, orders for removal of defects, etc.;
* All other data requested by the state or provincial regulation in the territory of the works execution.

Data entered in the log file must not be altered or amended. If there is a need for correction, amendment or modification of already entered data, it shall be done by making a new record.

**6.7.4. Measurement Book**

Contractor keeps Measurement Book in accordance with the applicable national legislation (the “Rulebook of rulebook on the Form, Content and Method of Keeping Books of Inspections, Log File (Construction Diary), and Measurement” Official Gazette No. 26/2011) by entering all accurate data on measurements and quantities of executed works, which serves as document for works calculation and payment. Accuracy of data entered into a Measurement Book shall be controlled and verified by the Consultant.

As integral part of the Measurement Book keeping, a Contractor is obliged to prepare adequate measurement drafts (evidencing documents). Consultant’s obligation is to control and verify such calculations and documents. Measurement drafts shall include adequate sketches and data based on which quantity of the executed works has been calculated. If necessary, they can also include relevant references to the log file, as well as data indicating when, why and based on what causes modification has been made.

**6.7.5. Claims Report**

In the event of receipt of a notice of claim from the Contractor, immediately thereafter, the Consultant shall notify and provide copy of the Contractor’s notice to the Client. The Consultant shall require the Contractor to copy to the Client all details with regard to the Contractor’s claim.

Promptly after the Consultant’s inspection, the Consultant shall provide the Client with an assessment of the Contractor’s claim supported with records, and the Consultant’s preliminary conclusions with regard to the potential outcome of the claim. The Consultant shall provide the Client with all necessary particulars to enable the Client to establish his position with regard to the Contractor’s claim. The Consultant shall also consult with the Client any instruction, which have been (or to be issued) to the Contractor with regard to any further related records that the contractor may have.

Prior to certification of any payment to the Contractor in relation to the Contractor’s claim, the Consultant has to obtain Client’s approval.

The report should be submitted in both languages English and Macedonian in 1 hard copy and 3 electronic copies (CDs).

**6.7.5. Ad-hock Report**

The Consultant is obliged to prepare Ad-hock Reports on a request of the Client. The Consultant is obliged to submit the Ad-hock Reports according to the deadlines, subjects and formats requested by the Client.

**6.7.6. Accidents Report**

In case of accidents or urgency from the aspect of environmental protection, social safeguards issues and traffic safety, the Consultant is obliged to submit immediately the Report on such event.

**6.8. General provisions related to reporting requirements**

The Consultant shall submit to the Client all the reports as specified under the Section 5: Reporting requirements.

The Consultant is obliged to provide and submit hard copies and electronic copies of all records on works, as well as on technical, financial and other material collected during the implementation of the works and services.

All documents prepared during the contracts implementation, all drawings, working notes, and other printed and electronic material related to the works shall be submitted to the Client and shall be regarded as Client’s intellectual property The Client shall keep all the intellectual property rights over the working notes, collected and processed data, technical materials prepared during the contracts implementation, draft and final documents and other materials related to the works and services. Use of data from the Project for purposes not related to the works, and especially in case of the public presentation, shall not be permitted to the Consultant without previous written consent of the Client.

For the purpose of the Services, “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

The critical reports should be submitted in both Macedonian and English as per the requirements stipulated under Section 6. Additionally, the Consultant shall submit electronic copies of these documents in form leaving a possibility of the text editing.

**7. Consultant’s Personnel**

The Consultant shall provide adequate staff in terms of expertise and time allocation, as well as the equipment needed to complete the activities required under the scope of work and to finally achieve the objectives of the project in terms of time, costs and quality.

The numbers and person-months for all staff shall be included in the technical proposal and the costs in respect of these personnel are to be included in the financial proposal.

100% of the experts’ time will be spent at the base of operations. No home-based work is possible unless prior approval is obtained from the Employer and this will be assessed on a case-by-case basis.

The Consultant shall also provide adequate administrative staff (secretary, translators, drivers etc.) needed to support the expert team.

At every 6 months from the effectiveness of the Contract the Employer and the Consultant shall review the staff input for the past period and for the next 6 months and based on the agreed staff plan the Consultant shall mobilize its personnel and paid accordingly.

|  |  |  |
| --- | --- | --- |
| Experts | | Working months |
| A | Key Experts |  |
| A1 | Team Leader of the Consultant / Specialist for road rehabilitation contract management | 15 |
| A2 | Specialist for ensuring quality and quantity control / Deputy Team Leader of the Consultant | 12 |
| A3 | Traffic and Road Safety Specialist | 10 |
| A5 | Environmental and Social Safeguard for roads | 10 |
|  | Total Key Experts (A) | 47 |
|  |  |  |
| B | Non-Key Experts |  |
|  | Civil Engineer, Project Manager 1 | 15 |
|  | Civil Engineer, Project Manager 2 | 15 |
|  | Civil Engineer, Project Manager 3 | 15 |
|  | Civil Engineer, Project Manager 4 | 15 |
|  | Civil Engineer, Project Manager 5 | 15 |
|  | Geodetic engineer - Surveyor 1 | 10 |
|  | Geodetic engineer - Surveyor 2 | 10 |
|  | Geodetic engineer - Surveyor 3 | 10 |
|  | Civil Engineer in Geotechnics / Geology | 6 |
|  | Electrical Engineer | 3 |
|  | Occupational health and safety Expert | 12 |
|  | Claim Expert | 2 |
|  | Traffic engineer/Road safety engineer | 4 |
|  | Total Non-Key Experts (B) | 152 |
|  |  |  |
|  | Total experts (A+B) | 179 |

Schedule of the staff engagement shall comply with the Section 5: Program of Implementation of Services.

Proposal of organizational and functional schedule of the Consultant, i.e., Consultant’s team composition and planning of number of people per positions, is a subject of the Consultant’s Proposal.

**8. Company profile and qualification criteria**

For the purpose of the assignment a team of experts with relevant experience and qualifications in their subject area as indicted further below will be engaged. The Consultant firm may associate with other Consultant firm (s) in the form of a joint venture or of a sub-consultancy to complement their respective areas of expertise, strengthen the technical responsiveness of their proposal, and avail themselves to a broader pool of experts.

The qualification requirements of the Consultant firm are summarized as follows. The Consultant shall be a firm or a group of firms with following qualifications:

* Proven experience and verifiable track-record working as a supervisor of infrastructure projects in the past 10 (ten) years out of which seven (7) years in supervision of road infrastructure projects in the Republic of North Macedonia or/and in the region;
* Proven expertise in supervision of projects of similar nature, at least three (3) similar project references within last 7 (seven)years;
* Possession of License for Supervision of works of 1st category of buildings (at least License A) in accordance to the national legislation;
* Knowledge of applicative national legislation, administrative system, government organization, etc., is mandatory.

The credibility of mentioned experience shall be presented in a list of at least three (3) similar project references within last 7 (seven) year with description of services provided (including information on contract value, contracting entity/client, project location/country, duration, assignment budget, percentage carried out by consultant in case of association of firms or subcontracting and main activities) and accompanied by certificates of orderly fulfilment of the contracts verified by other party from such contracts.

The Consultant shall have the organizational capacity (it is expected that the Consultant shall have at least below listed key experts for performing activities under this assignment) and available appropriate skills among staff. The consulting team assembled to implement the project should be composed of experts with strong knowledge as per the below requirements.

**8.1. Qualification requirements for the Key Staff**

The Consultant is obliged to provide the following Key Staff:

* Road Rehabilitation Specialist (Consultant’s Team Leader);
* Quality and Quantity Assurance Specialist (Consultant’s Deputy Team Leader);
* Traffic and Road Safety Specialist;
* Environmental and Social Safeguard Specialist.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item No. | Position | Relevant academic qualifications | Relevant experience | Number of experts |
| 1 | Consultant’s Team Leader and Road Rehabilitation Contract Manager | University degree, Bachelor or Master in Civil engineering, with A authorization for a supervision engineer, in accordance to RNM laws. | 15 (fifteen) years general experience in civil engineering;  10 (ten) years specific experience on similar jobs with at least 5 (five) years of experience in a position of Team Leader. Relevant local expertise and knowledge of the RNM national legislation and language shall be considered as an asset. | 1 |
| 2 | Quality and Quantity Assurance Specialist (Consultant’s Deputy Team Leader) | University degree, Bachelor or Master in Civil engineering, Geology, Technology, or other relevant engineering degree with A authorization for a supervisory engineer, in accordance to RNM laws. | 15 (fifteen) years general experience in civil engineering;  10 (ten) years specific experience on similar jobs with at least 5 (five) years of experience in a position of Quality and/or Quantity Assurance Specialist.  Relevant local expertise and knowledge of the RNM national legislation and language is required. | 1 |
| 3 | Traffic and Road Safety Specialist | University degree in field of traffic engineering with A authorization for a supervision engineer in traffic engineering, in accordance to RNM laws. | 10 (ten) years general experience in traffic engineering;  5 (five) years specific experience in supervision works in traffic engineering with at least 2 (two) years of experience at position Traffic Management and Road safety Specialist.  Relevant local expertise and knowledge of the RNM national legislation and language is required. | 1 |
| 4 | Environmental and Social Safeguard for roads | University degree engineer in environment, biology, chemistry, geology or other relevant natural sciences | 7 (seven) years general experience in environmental and social management;  5 (five) years specific experience on similar jobs with at least 2 (two) years in a position of Environmental and Social Safeguard for roads. Relevant local expertise and knowledge of the RNM national legislation and language is required. | 1 |
| **TOTAL KEY EXPERTS** | | | | **4** |

General knowledge, experience and training:

* Fluency in Macedonian language (knowledge of English language will be considered an asset);
* Computer literate and competency in use of Microsoft Office, Auto CAD, Excel;
* Experience in project management software and scheduling tools;
* Experience in administration of construction activities and technical specifications and methods of measurement in current use in Republic of North Macedonia.

**8.2. Requirements for the Non-Key Staff**

Organizational and functional schedule of the Consultant is a subject of the Consultant’s Proposal. However, the Consultant shall provide the following but not limited non-key staff:

**Civil engineers/project managers** at least 5 (five) with following duties: monitoring and supervising all Contractor’s activities during the contract execution; work’s contract management and administration; co-ordinate the activities for the daily measurements of the approved works; close liaison with the Consultant’s Team Leader and Road Rehabilitation Specialist.

Staff to be engaged by the Consultant on position of a Project Manager must satisfy the following requirements:

* He/she is graduated civil engineer with at least 5 years of relevant experience in at least two projects with similar scope and size or higher on position of site engineer/resident engineer/project manager.
* He/she possess appropriate authorization in accordance with the relevant national legislation is required.
* He/she possess relevant local expertise and knowledge of the RNM national legislation and language is required.

**Geodetic engineer(s)** (Surveyor**),** at least 3 (three) with following duties: supervising of works and control of geodetic measurements during construction phase. Staff to be engaged by the Consultant on position of a geodetic engineer must satisfy the following requirements:

* He/she is graduated geodetic engineer with at least 5 years of relevant experience in at least two projects with similar scope and size or higher on position of geodetic engineer;
* He/she possess appropriate authorization in accordance with the relevant national legislation will be considered an asset,
* He/she possess relevant local expertise and knowledge of the RNM national legislation and language is required.

**Civil engineer(s) (geotechnical engineer or geology engineer)**, at least 1 (one), specialized in road works with following duties: supervising geotechnical works and perform quality and quantity control measurement and testing during construction phase.

Staff to be engaged by the Consultant on position of a Geotechnical engineer must satisfy the following requirements:

* He/she is graduated civil engineer with at least 5 years of relevant experience in at least two (2) projects with similar scope and size or higher on position of geotechnical engineer or geology engineer.
* He/she possess appropriate authorization in accordance with the relevant national legislation will be considered an asset.
* He/she possess relevant local expertise and knowledge of the RNM national legislation and language is required.

**Electrical engineer(s),** at least 1 (one) with following duties:Supervising of works on public lighting and perform quality and quantity control measurement and testing during construction phase. Staff to be engaged by the Consultant on position of an Electrical engineer must satisfy the following requirements:

* He/she is graduated electrical engineer with at least 5 years of relevant experience in electrical installations in at least two projects with similar scope and size or higher on position of electrical engineer.
* He/she possess appropriate authorization in accordance with the relevant national legislation is required.
* He/she possess relevant local expertise and knowledge of the RNM national legislation and language is required.

**Occupational health and safety Expert** shall be engaged by the Consultant for regular supervision of occupational health and safety on the working sites. The tasks include, but are not limited to the following:

* Revision and approval of the Occupational Health and Safety Plan prepared by contractors; Supervision of the full organization and implementation of the Occupational Health and Safety Plan;
* Establish an integrated system of communication between employees and those responsible for safety and health at work of construction sites;
* Regular reporting of all issues in the field of his/her expertise; Monitoring the progress of the project, including the implementation of the Occupational Health and Safety Plan;
* Initiation, and in accordance with the Employer, organizing meetings with local authorities and other relevant bodies on occupational safety and health issues;
* Organizing and conducting training for participants in this area, if necessary; Regular reporting on the implementation of measures for health and safety at work;
* Performing services for the local community by receiving feedback and suggestions;
* Establishing a mechanism for complaints/objections and familiarizing the local community with the mechanism for implementing them;
* Receiving all complaints, praise, proposals and forwarding them together with the supervisory engineer's opinion on further treatment with the Employer;
* Control of Contractors' contracts with local residents for placement of the workforce, storage of materials, machines;
* Assessment of contractors' co-operation with local institutions**.**

The person responsible for occupational health and safety has to approve the relevant plans and reports from his/her field of expertise. Any document forming the basis for verifying the contractor's request for payment in relation to occupational health and safety should include a signature from the person responsible for occupational health and safety. The person responsible for supervision occupational health and safety has the right to enter data in the construction diary.

The person to be engaged by the Consultant on position of Occupational health and safety expert must satisfy the following requirements:

* He/she has University degree in environment, biology, chemistry, geology or other relevant natural sciences with at least 5 years of relevant experience in at least two (2) projects with similar scope and size or higher on position of Occupational health and safety expert.
* He/she possess appropriate authorization in accordance with the relevant national legislation.
* He/she possess relevant local expertise and knowledge of the RNM national legislation and language is required.

**Claim expert**, (engaged upon a need) with following duties: dealing with any kind of a claims

either from a Contractor claim or a Client claim and preparing Claim reports.

Claim expert shall be engaged by the Consultant upon a need and after prior approval by the Client. He/she must satisfy at least the following requirements:

* He/she is graduated civil engineer, or other high university degree, with at least 15 years of experience in road infrastructure and with at least 5 projects/assignments on position of claim expert.
* He/she possess relevant local expertise and knowledge of the RNM national legislation and language is required.

**Traffic engineer/Road safety engineer**, at least 1 (one) with following duties: supervising the implementation of all traffic and road safety measures during the Works execution on the Site, including measurers related to temporary traffic signalization and road furniture, traffic safety procedures, permanent traffic signalization and road furniture, and perform quality and quantity control measurement and testing related to the subject area of expertise. Staff to be engaged by the Consultant on position of traffic and/or road safety engineer must satisfy the following requirements:

* He/she has university degree in traffic engineering with at least 5 years of relevant experience in at least two projects with similar scope and size or higher on position of traffic and/or road safety engineer.
* He/she shall have A authorization for a supervision engineer in traffic engineering in accordance with the relevant national legislation.
* If He/she has certificate for Road safety audit/inspection will be considered as an asset.
* He/she possess relevant local expertise and knowledge of the RNM national legislation and language is required.

Given the geographical spread of sites, type and scope of the works contracts, number of contracts and short deadlines for completion, for the Consultant to successfully complete its assignments defined in the ToR, it shall be necessary for the Consultant to provide sufficient number of supporting technical and administrative staff with experience in execution of similar projects.

The Consultant cannot propose smaller number of non-key staff then above specified. If the Consultant deems that the stated number of persons is insufficient for efficient and high-quality execution of the Services, it should predict engagement of greater number of non-key staff.

Staff to be engaged by the Consultant as non-key experts shall satisfy the minimum criteria of relevant academic qualifications. The draft ToR for engagement of non-key expert shall have prior approval by the Client. After the selection process is carried out by the Consultant, the evaluation report along with the selected expert shall be sent to the Client for prior approval.

**8.3. Main duties and responsibilities of the Key Staff**

**Key Expert 1: Consultant’s Team Leader and Road Rehabilitation Contract Manager**

Consultant’s Team Leader and Road Rehabilitation Contract Manager is authorized Consultant’s representative for the Service Contract in subject. He/she is responsible for organization of human and other Consultant’s resources, economical and efficient management and administration of the contract for consulting services as well as for communication with the Client’s authorized representative(s), the Project Coordinator and Contractor’s Project Manager. He/she is responsible for providing the services by the Consultant under the service contract.

He/she is also responsible for coordination of supervision on all works contracts under the service contract. He/she is responsible for work of supervision team on the site, reporting on all supervision and contractor’s activities, contracts managements, quality assurance system and implementation of supervision procedures, road safety, environmental and social management, etc. He/she is responsible for quality, quantities and accuracy of the measurements. He/she is responsible for work of all his/her associates under the Project. He/she closely liaises with the Client’s Project Coordinator, with the authorized Client’s representative(s) and Contractor’s Project Manager.

**Key Expert 2: Quality and Quantity Assurance Specialist**

Quality and Quantity Assurance Specialist is representative of independent (control) laboratory and he/she is responsible for quality control management under the Project, organization and performance of laboratory and field testing, organization of staff and resources of the independent laboratory and other activities in reference to work of the independent laboratory under the Project. He/she is directly responsible to the Consultant’s Team Leader. He/she liaises with the road rehabilitation engineer(s) and authorized Client’s and Contractor`s representative

**Key Expert 3: Traffic and Road Safety Specialist**

Traffic and Road Safety Specialist is responsible for traffic management and road traffic safety within the Project during all project implementation phases. He/she coordinates activities of the contractor and local authorities in reference to traffic safety issues during the works execution, as well as to all other activities of traffic management. He/she is directly responsible to the Consultant’s Team Leader. He/she liaises with the road rehabilitation engineer(s) and authorized Client’s and Contractor`s representative

**Key Expert 4: Environmental and Social Safeguard for roads**

Environmental and Social Safeguard for roads is responsible for all environmental and social issues under the Project during all phases of the project implementation. He/she is responsible for organization and implementation of activities stated by the Environmental and Social Monitoring Plan. He/she coordinates the activities of the contractor, local authorities and other interested parties in reference to environmental protection and social issues. He/she is directly responsible to the Consultant’s Team Leader. He/she liaises with the civil engineers/project managers and authorized Client’s and Contractor`s representative

Detailed description of the assignments and authorizations of Key Staff is presented in the Attachment of this ToR.

**9. Implementation Arrangements**

**9.1. Client’s obligations**

Client’s Project Coordinator for implementation of the Consulting Services Contract is Mr/Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_. The Client will authorize Client’s representative(s) for implementation and monitoring of the Consulting Services Contract from the Ministry of Transport and Communications, as well as from the Final Beneficiaries upon nomination by the respective Mayors.

All communication between the Client and the Consultant shall be in writing. All the correspondence related to payments (IPCs, Invoices, VOs, Claims, etc.), reports, requests for addenda of contractual provisions, requests for Client’s preliminary approval and other similar correspondence, shall be maintained in hard copies (with electronic versions (CDs) of the attachments upon agreement with the Client), submitted through the Client’s archive (and sent by electronic mail to the agreed list of recipients). For regular communications, correspondence through electronic mail is acceptable with previous agreement on list of recipients of the parties.

The Client shall make available all existing documents, reports and studies in reference to the Project and necessary for successful implementation of the Services. Consultant shall be fully responsible for successful verification, interpretation and use of such documents.

**9.2. Consultant’s Obligations**

The Consultant shall provide the Client’s Project Coordinator with written authorization of the Consultant’s Team Leader, who is responsible for implementation of the Services on behalf of the Consultant and who will cooperate closely with the Client and the Final Beneficiaries.

The Consultant shall provide sufficient number of qualified staff for provision of the Services in subject during the Consultancy Services implementation.

The Consultant shall provide independent (control) laboratory. Laboratory must possess employed qualified staff and appropriate equipment for execution of required control testing. Laboratory is registered for testing of geotechnical, asphalt, concrete and steel construction work and material. The Consultant shall submit evidence on accreditation of the independent laboratory in a scope satisfying the Project requirements. If the Consultant is not the owner of such laboratory, the Consultant shall submit evidence on provision (agreement on engagement) of laboratory possessing necessary capacity. Independent laboratory shall not be contractor’s laboratory. A minimal scope of independent testing by a control Consultant’s laboratory shall be minimum 10% of the Quality Assurance Plans of the Contractor stated by the Works contracts.

The Consultant shall provide all equipment (cars, computers, printers, copiers, scanners, toners, telephones, fax etc.) and services including the expenses for fuel, pay tolls etc., needed for efficient performance of the described responsibilities and duties, at his own cost. Additionally, the Consultant shall bear all the costs of independent control laboratory operation. The Consultant shall bear all the expenses related to engagement and operation of the Consultant’s own staff and shall provide regular payment of the salaries to the engaged key and non-key staff on a monthly basis.

For the performance of the Services on the site, each Final Beneficiary (Municipality) shall provide the Consultant with adequate office space acceptable for the Consultant with minimum 10m2 (furnished for two persons including office desks, office chairs 4, office shelves 80/190, fire prevention-extinguish, and first aid equipment) as well as shall provide a meeting room available for meetings as needed for the efficient execution of the project. The office and meeting room should be equipped with electric power, water and sanitation.

The Consultant shall have a permanent address with a postal address, fax and email for correspondence and in case of any changes in the address they must notify the Client.

**Annex 1: Description of the assignments and authorizations of Key Staff.**

**Key Expert 1 – Consultant’s Team Leader and Road Rehabilitation Contract Manager**

The assignments of the Consultant’s Team Leader and Road Rehabilitation Specialist include but are not limited to the following:

* Organization, provision of human and other resources and scheduling of supervision and environmental and social monitoring activities;
* Rescheduling and reallocation of the Consultant’s staff to meet dynamics and scope of the contractor’s work;
* Verification of the Consultant’s requests for payment and provision of supporting documents;
* Monitoring of subordinated Consultants’ reporting requirements under the Project. Gathering, processing and evaluation of reports. Preparation and submission of reports and information to the authorized Client’s representative and the Project Coordinator. Approval of the periodical monthly, final reports, completion report (DNP-Final payment certificate);
* Maintaining an updated overview of all works contracts concerning planned, actual and forecasted performance, economy, timing etc. Regular preparation and submission of information to the authorized Client’s representative and the Project Coordinator regularly;
* Provision of regular reporting on implementation and evaluation of the Project progress with the aim to improve contract’s management, quality assurance and supervision and environmental and social monitoring procedures based on the acquired experience;
* Preparation of proposal, planning and performance of training for staff, if necessary, due to provision of efficient Project progress;
* Initiation, planning and organization of meetings between the Client and the representatives of the contractors, when necessary. Preparation of Minutes from all Meetings. Assistance to the Project Coordinator in negotiations with the contractors;
* Provision of expertise to the Client in case of the contractor’s claims;
  + Provision of records for all supervisory and control activities performed by the Consultant on the works contracts. Results and findings must be documented to provide information for evaluation of the contracts and delivered regularly during the contracts implementation;
  + Monitoring of the Contractor’s internal-control activities and documentations. In cooperation with the Quantity and Quality Assurance Specialist, determining control samples for testing;
  + Provision of recommendations to the contractor in relation to improvement measures such as methods, equipment, materials, training, etc;
  + Organization and scheduling of meetings with the contractors. Provision of the minutes from the meetings;
  + Participation in the contractor’s planning and works scheduling by giving advice and recommendations, references to the requirements stated in specifications, standards, regulations, etc;
  + Overview and approval of plans and schedules in liaison with the authorized Client’s representative;
  + Examine changes in design and measures proposed by the contractor. Depending on the extent and importance of the changes, deciding on modifications and issuance of orders to the Contractor, or in questionable cases forwarding of request to the authorized Client’s representative for decision together with recommendation/opinion on further acting;
  + Issuance and/or approval of work orders and variations due to unforeseen conditions, additional requirements, etc;
  + Provision of timely delivery of instructions, recommendations and approvals to the contractor;
  + Verification of the contractor’s requests for payment, i.e., their correction, if necessary. Advising the authorized Client’s representative on the contractor’s payment issues;
  + Assurance of quality and accuracy of works quantities measurement;
  + Updated following up of actual costs and quantities of all activities carried out by the contractor. Costs estimating and timely informing of the authorized Client’s representative;
  + Revision of the reports submitted by the contractor;
  + Proposing legal actions and corrective measures when needed to carry out activities related to underground installations etc.;
  + Cooperate with the designer during inspection and approval of as build drawings prepared by the contractor;
  + Preparation of documentation for technical review and works acceptance, and participation in work of the committee for preparation of final account and works taking-over by the Client;
  + Proposal of measures for correction of defects observed during the works execution and defect liability period.

The Consultant’s Team Leader and Road Rehabilitation Specialist is authorized Consultant’s representative. The Client’s authorizations (where needed) may be delegated to the Consultant’s Team Leader and Road Rehabilitation Specialist in writing at the beginning and/or during the Services realization.

The Consultant’s Team Leader may delegate some of his/her authorizations to the direct associates, with the Client’s previous approval.

**Key Expert 2 - Quality and Quantity Assurance Specialist**

The assignments of the Quality and Quantity Assurance Specialist include but are not limited to the following:

* Cost planning and commercial management throughout the entire life cycle of the project from inception to post-completion;
* Prepare and propose to the Client form of the Interim Payment Certificate (IPC) and Supporting documents to the IPC;
* Instruct Contractor how to prepare approved IPC form by the Client and check issued IPC’s;
* Prepare and propose to the Client form of V/O and instruct Contractor how to prepare approved form of V/O if any;
* Keep weekly records of all quantities approved for payment;
* Prepare, in close co-ordination with the Team Leader all documentation regarding the Interim Payment Certificates, and Supporting Documentation;
* Shall verify constantly, in co-ordination with the Team Leader and the Materials Engineer, that the payable quantities refer only to works which are Quality Assured through the Quality Control procedures;
* Draw-up and up-date the necessary records and documents for the preparation of all Contract Administration activities, such as the Variation Orders, the analysis of claims and other similar issues;
* Supervise the execution of works and check the finished works before issue of taking-over Certificate;
* Promptly inform Team Leader of potential Variation Orders and unexpected increases in costs;
* Provide daily co-ordination of supporting staff assigned under his direct control, ensuring constant supervision and quality control of the works in progress;
* Follow-up the works in order to advise the Team Leader about any event which might create disturbance or disorders;
* Monitoring of contractor’s laboratory:
  + Inspection of contractor’s (current) laboratory furnishing and issuance of approval for testing execution (verification of the laboratory equipment),
  + Inspection of the qualifications and capacity of the contractor's laboratory staff performing the laboratory testing;
* Inspection of the contractor’s quality assurance program;
* Preparation of program of control testing for quality of material and executed works in accordance with the contract and regulations of the Republic of North Macedonia;
* Approval (verification) of quality of used material (basic, mixtures and incorporated), as well as of quality of the executed works in accordance with the contracted requirements;
* Issuance of reports regarding the contractor’s technologies for preparation of asphalt and concrete admixtures;
* Issuance of reports regarding the acceptance/disapproval of component materials based on preliminary testing (material attestations);
* Samples taking at the Site;
* Performance of control testing for the executed works according to the contract and Serbian regulations, and consequent issuance of reports on results;
* Monitoring on current testing of contractor’s laboratory and issuance of reports on the results;
* Supervision on testing performed by the third party;
* Performance of duties delegated by the Consultant’s Team Leader.

Authorization shall include at least the following:

* Full access to the contractor's laboratories, their plants and sites to inspect and take samples related to the contracts;
* Issuance of request for execution of additional testing with previous consultations with the Team Leader and the Rehabilitation Project Manager;
* Participation in all contractor’s Quality Assurance and Quality Audits meetings performed in accordance with the Quality Plan;
* Attendance at the Management Meetings, whenever necessary.

The Quality and Quantity Assurance Specialist is entitled to approve plans and reports from his/her field of expertise. The Quality and Quantity Assurance Specialist is entitled to make records in the log file.

Every document representing a base for verification of the contractor’s request for payment in reference to quality and quantity of material and executed works, as well as adequacy of applied technology, shall include signature of the Quality and Quantity Assurance Specialist. This signature is to be provided prior to the approval of the payment for the executed works by a signature of the Consultant’s authorized representative.

**Key Expert 3 - Traffic and Road Safety Specialist**

The assignments of Traffic Specialist include, but are not limited to the following tasks:

* Control of the project documentation for each construction contract in terms of identifying non-compliance or deficiencies related to road safety and preparation of a report with appropriate clear recommendations in order to avoid or minimize the risk and the impact on the road safety in the period of construction, i.e., before the opening of the road for traffic;
* Control of the implementation of the determined traffic scheme in terms of compliance with the decision and approved traffic project for determining / changing the traffic scheme;
* Control of the installed traffic signalization and equipment in terms of compliance with the valid standards, legislation and approved materials;
* Control of the traffic design project for temporary traffic scheme in terms of fulfilling the requirements defined in the bidding documents;
* Control of the contractor regarding his obligations for obtaining permit for temporary change of the traffic scheme and notification of the Ministry of Interior and the legal entity responsible for maintenance of the road for the time when the change of the traffic scheme will be initiated;
* Control of the implementation of the temporary traffic scheme in terms of compliance with the issued permit and the approved traffic design project for temporary change of the traffic scheme;
* Control and advice regarding the application of measures and activities for safe and uninterrupted traffic management during the period of construction works, including after the end of working hours as well as in the period from the completion of construction works to the full implementation of the determined traffic scheme;
* Conduct of operational inspection upon a submitted Request for Inspection for establishment / removal of the temporary traffic scheme for performing road works i.e., upon establishment /removal of the temporary traffic scheme for each phase of the road works (if the performance of the works is performed in several phases) and filling the List for operational inspection of the temporary traffic management, provided by the Employer;
* Control of the implementation of the operational check of the traffic management by the contractor and verification of the Lists for the operational check of the temporary traffic management submitted by the contractor;
* Control of the maintenance of the established temporary regime and the entire temporary traffic signalization and equipment necessary for the safe road traffic;
* Control of installed temporary traffic signals and equipment in terms of compliance with the valid standards, legislation and approved materials;
* Control and advice for undertaking and appropriate application of measures and activities for safe traffic in case of road obstructions, road damage, bad weather conditions or other reasons;
* Providing an opinion regarding recommendations and proposed technical solutions in terms of traffic management and road safety;
* Providing guidance and assistance to the contractor in resolving issues related to traffic management and road safety;
* Control of the quantities and quality of the performed works, including the material, for traffic signalization and equipment on the roads;
* If applicable, preparation of a positive report for temporary use of the road, i.e., opening of the road for traffic;
* Preparation of a report for the performed technical inspection on the works for implementation of traffic signalization and equipment for the determined the traffic regime;
* Keeping records of identified deficiencies as result of the operational inspection of traffic management during road works;
* Regular reporting on all issues in the field of his / her expertise and preparation of an ad hoc report at the request of the Employer;
* Control over the correct application of the domestic legislation;
* Initiating, and after obtaining the consent of the Employer, organizing meetings with local authorities and other relevant bodies regarding road safety and traffic management issues;

Each document representing a base for verification of the contractor’s request for payment in reference to traffic management and traffic safety, as well as all documents confirming quantity and quality of the executed works related to traffic signalization and equipment shall be signed and verified by the Traffic and Road Safety Specialist prior to the approval of the payment for the executed works by a signature of the Consultant’s authorized representative.

The Traffic and Road Safety Specialist is entitled to make records in the log file.

**Key Expert 4 –** **Environmental and Social Safeguard** for roads

The assignments of Road Environmental and Social Safeguard Specialist include, but are not limited to the following tasks:

* Revision and approval of ESMPs prepared by the contractors (including gender and Roma Action Plan, Code of Conduct etc);
* Supervising the implementation of C-ESMPs;
* Regular reporting on all issues in the field of his/her expertise;
* Monitoring of project progress including C-ESMP implementation
* Organization and implementation of the approved C-ESMP;
* Initiation, and after the Client’s consent, organization of the meetings with local authorities and other relevant bodies in reference to matters of environmental protection and social aspects;
* Organization and execution of training for participants in this field, if necessary.
* Supervision of the contractors in performance of their obligations and RPF implementation;
* Regular reporting on implementation of measures for social monitoring;
* Organization and implementation of the approved Environmental and Social Monitoring Plan;
* Provision of service to the local community through receipt of feedback and proposals;
* Establishment of complaint mechanism and making local community familiar with the complaint mechanism;
* Receipt of all complaints, praises, proposals and forwarding them together with the Supervisor’s opinion to the Client for further acting;
* Control of the Contractors’ contracts with local residents on accommodation of workers, storage of materials, machinery;
* Assessment of Contractors’ cooperation with local institutions;
* Assessment of noise impact on local residents;
* Acquiring data on hiring of local labor by the Contractor (qualified and unqualified),

The Environmental and Social Safeguard for roads is entitled to approve plans and reports from his/her field of expertise.

Every document representing a base for verification of the contractor’s request for payment in reference to environmental protection or social issue shall include signature of the Environmental and Social Safeguard for roads. This signature is to be provided prior to the approval of the payment for the executed works by a signature of the Consultant’s authorized representative.