

REQUEST FOR EXPRESSIONS OF INTEREST (CONSULTING SERVICES – FIRMS SELECTION)

Democratic Republic of São Tomé and Príncipe

Agua Grande Coastal Protection and Reconstruction of Marginal Road

Loan No./Credit No./ Grant No.: EIB: 88732 and II: DRI19ST01

Assignment Title: Consultancy Services for the Construction Supervision of Agua Grande Coastal Protection and Reconstruction of Marginal Road

Reference No. (as per Procurement Plan): 01/2022

The Ministry of Planning, Financing and Blue Economy (MPFEA), has applied for financing from the European Investment Bank and the Ministry for Foreign Trade and Development Cooperation of the Netherlands through a DRIVE Subsidy, represented by Invest International, toward the cost of the Agua Grande Coastal Protection and Reconstruction of Marginal Road, and intends to apply part of the proceeds for consulting services.

The consulting services (“the Services”)

- (i) Supervising the civil works in accordance with FIDIC Standards, the Conditions of Contract and advise the Employer on all matters concerning implementation of the contract including, inter alia, quality control, work progress, and dispute resolution; and
- (ii) Supervising of environmental and social aspects prior to and during the construction of works to ensure that environmental and social requirements of the contract documents, and of the overall project, are met.

The duration of services are 36 months, including the defects liability period (12 months), and services are expected to be implemented between mid-2023 and mid-2026, and they will be provided in full consistency with the Terms of Reference referred to in this Request for Expressions of Interest.

The detailed Terms of Reference (TOR) for the assignment are published with this announcement and can also be obtained at the address given below:

National Road Institute (Instituto Nacional das Estradas)

Address: Av. Marginal 12 de Julho, São Tomé, RDSTP

Postal code: CP 402

Email: inae.direccao@gmail.com and marginalSTP@gmail.com (please direct your inquiries to both emails)

Tel: +239 2 22 28 37

The National Road Institute (Instituto Nacional das Estradas, INAE) now invites eligible consulting firms (“Consultants”) to indicate their interest in providing the Services. Interested Consultants should provide information demonstrating that they have the required qualifications and relevant experience to perform the Services.

The shortlisting criteria are:

A. Economic and financial capacity of candidate:

The minimum Average Annual Turnover within the last 3 fiscal years (2019,2020, 2021) should not be less than 1 million EURO. The minimum average annual turnover calculated as total certified payments received for contracts in progress and/or completed within the last 3 years, divided by 3 years.

- Single entity: must meet requirement
- In the case of J/V:
 - - All partners combined: must meet requirement
 - - Each partner: must meet at least 40% of the required minimum average annual turnover (i.e., EUR 400.000) within the last 3 fiscal years
 - - One partner: must meet at least 60% of the required minimum average annual turnover (i.e., EUR 600.000) within the last 3 fiscal years

B. Technical and professional ability:

1. General experience: the candidate shall show that its general experience in implementation of assignments in the supervision of road construction and coastal protection sectors is not less than 10 years:
 - Single entity: must meet requirement,
 - In the case of a JV:
 - All partners combined: must meet requirement,
 - The Leader of the JV must meet 100 % of the requirement (must have a general experience in implementation of assignments in the supervision of road and coastal protection construction sector not less than 10 years), and the rest of the members must meet 60 % of the requirement.
2. Specific experience: The candidate shall show that it has successfully implemented, completed and received final payment under at least 2 similar assignment(s) over the last 10 years from the date of submission of Expression of Interest

Similar assignment means provision of construction supervision and/or project management services related roads / coastal protection construction supervision of a value of at least EUR 0.5 million equivalent per contract.

- Single entity: must meet requirement,
- In the case of a JV:
 - All partners combined: must meet requirement,
 - The Leader of the JV must meet 100 % of the requirement

- Each partner: must meet at least 50 % of the requirement (At least 2 projects, each of a minimum value of 50 % of EUR 500.000 (i.e., EUR 250.000) equivalent.),
3. Specific experience: The candidate shall show that it has successfully implemented, completed and received final payment under at least, 1 project for supervision of coastal protection construction works, nourishments, breakwaters, ports or marinas) over the last 10 years from the date of submission of Expression of Interest, with a minimum construction value of EUR 10.000.000.

Candidates shall demonstrate that they had a participation of a minimum of 50% in each of the contracts brought as reference.

The experience and financial record of any proposed sub-consultancy shall not be included in the evaluation.

Note to candidates: the number of references, either in case of a JV or a single entity, to be provided must not exceed 15 for the entire application.

Key Experts will not be evaluated at the shortlisting stage.

Consultants may associate with other firms to enhance their qualifications but should indicate clearly whether the association is in the form of a joint venture and/or a sub-consultancy. In the case of a joint venture, all the partners in the joint venture shall be jointly and severally liable for the entire contract, if selected.

A Consultant will be selected in accordance with the EIB Guide to Procurement.

The attention of interested Consultants is drawn to the EIB Guide to Procurement, Sections 1.2, 1.4 and 1.5 setting forth the Bank's policy on eligibility of contractors and suppliers of goods and services, ethical conduct and conflict of interest. The EIB Guide to procurement is available at the following electronic address:

https://www.eib.org/attachments/strategies/guide_to_procurement_en.pdf

More specifically, the Bank requires compliance with the Bank's Anti-Fraud Policy and its Exclusion Policy, which are publicly available at the following electronic address:

<https://www.eib.org/en/publications/anti-fraud-policy>

<https://www.eib.org/en/publications/exclusion-policy>

The Consultant shall include in its Expression of interest the EIB Covenant of Integrity (as per Annex 3 of the EIB Guide to Procurement), duly dated and signed. In case of a Joint Venture (JV), the Covenant of Integrity must be signed by each JV member. It should be noted that, in the Covenant of Integrity, the Consultant is requested to self-declare all sanctions and/or exclusions (including any similar decisions having the effect of imposing conditions on the Consultant or its subsidiaries or to exclude the said Consultant or its

subsidiaries, such as temporary suspension, conditional non-exclusion, etc.) imposed by the European institutions or any multilateral development banks (including the World Bank Group, the African Development Bank, the Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank), regardless of the date of issue and the expiration or not of such decisions and of the current status of any sanction and/or exclusion. In this regard, any omission or misrepresentation, made knowingly or recklessly, may be considered as fraud under the EIB Anti-Fraud Policy. Therefore, the Client reserves the right to reject any offer presenting an inaccurate or incomplete Covenant of Integrity, and may cause the rejection of the offer for prohibited conduct.

Further information can be obtained at the address below during office hours:

National Road Institute (Instituto Nacional das Estradas)
Address: Av. Marginal 12 de Julho, São Tomé, RDSTP
Postal code: CP 402
Email: inae.direccao@gmail.com and marginalSTP@gmail.com (please direct your inquiries to both emails)
Tel: +239 2 22 28 37

Expressions of interest must be delivered in a written form to the address below (in person, or by mail, or by fax, or by e-mail) by 28-Nov-2022.

National Road Institute (Instituto Nacional das Estradas)
Attn: Sr. Ing. Gabdulo Quaresma
Address: Av. Marginal 12 de Julho, São Tomé, RDSTP
Postal code: CP 402
Tel: +239 2 22 28 37
Email: inae.direccao@gmail.com and marginalSTP@gmail.com (please direct your Expression of interest to both emails)

If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint in Writing (by the quickest means available, such as by email or fax), to:

National Road Institute (Instituto Nacional das Estradas)
Attn: Sr. Ing. Gabdulo Quaresma
Address: Av. Marginal 12 de Julho, São Tomé, RDSTP
Postal code: CP 402
Tel: +239 2 22 28 37
Email: inae.direccao@gmail.com and marginalSTP@gmail.com (please direct your inquiries to both emails)

More particularly, Consultants should alert the Client in writing, with a copy to the European Investment Bank, in case they should consider that certain clauses or provisions of the Request for Expressions of Interest and/or TORs might limit international competition or introduce an unfair advantage to some Consultants.

If the complainant is not satisfied with the Client's outcome, or response, it is entitled to escalate its complaint to the national remedy mechanism. The complaint shall be sent to:

Ministry of Infrastructure, Natural Resources and Environment (MIRNA)

For the attention of the Minister

Address: Av. Marginal 12 de Julho, São Tomé, RDSTP

Postal code: CP 402

Please also refer to Law 8/2009 about Public Works Procurement (RLCP)

ANNEX I: TERMS OF REFERENCE

Reference code: 01/2022

**Consultancy Services for the Construction Supervision of Agua Grande Coastal Protection and
Reconstruction of Marginal Road**

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ABBREVIATIONS

AFAP	Project Administration and Fiduciary Agency (Agência Fiduciária de Administração de Projectos)
DTT	Directorate for Terrestrial Transport (Direcção dos Transportes Terrestres)
EN	National road (Estrada nacional)
ER	Rural road (Estrada rural)
ES	Secondary road (Estrada secundária)
EIB	European Investment Bank
ESIA	Environmental and Social Impact Assessment
ESMP	Environmental and Social Management Plan
FRN	National Road Fund (Fundo Rodoviário Nacional)
GDP	Gross Domestic Product
GoSTP	Government of São Tomé and Príncipe
GIME	Roads Maintenance Intervention Groups (Grupos de Interesse de Manutenção de Estradas)
GNI	Gross National Income
INAE	National Road Institute (Instituto Nacional das Estradas)
IFC	International Finance Corporation
LRP	Livelihood Restoration Plan
MPFEA	Ministry of Planning, Finance and Blue Economy (Ministério do Planeamento, Finanças e Economia Azul)
MIRNA	Ministry of Infrastructure, Natural Resources and Environment (Ministério das Infraestruturas, Recursos Naturais e Ambiente)
MSL	Main sea level
NCEA	Netherlands Commission for Environmental Assessment

PIU	Project Implementation Unit
PS	Performance Standard
RAP	Resettlement Action Plan
RPF	Resettlement Policy Framework
RSA	Road Safety Audit
RSIA	Road Safety Impact Assessment
II	Invest International
SEP	Stakeholders Engagement Plan
STP	São Tomé and Príncipe
TA	Technical Assistance
ToRs	Terms of Reference
USPST	Unidade de Planificação e Seguimento dos Transportes

1 BACKGROUND INFORMATION

1.1 Beneficiary country and Promoter

The beneficiary country is the Democratic Republic of São Tomé and Príncipe.

The Client is the National Road Institute (INAE).

1.2 Contracting Authority and Funding Source

The Contracting Authority is the Ministry of Infrastructure, Natural Resources and Environment (MIRNA) which transfers the management of the contract to the National Road Institute (INAE).

The Funding Source is as follows European Investment Bank, 98-100, Boulevard Konrad Adenauer, L-2950, Luxembourg, Luxembourg and Invest International Malietoren, Bezuidenhoutseweg 12, 2594 AV The Hague, The Netherlands.

The European Investment Bank (EIB) is the European Union's bank, set up in 1958 by the Treaty of Rome and now existing under the Treaty on the Functioning of the European Union. The EIB's shareholders are the 28 EU Member States. Whilst EIB's main activities are focused on Europe, it has been an active development finance partner in the African, Caribbean and Pacific countries (ACPs) and in the Overseas Countries and Territories (OCTs) since 1963 and 1968 respectively.

Currently, the EIB operates in the ACP and OCT regions under the ACP-EU Partnership Agreement (also known as the Cotonou Agreement) and the Overseas Association Decision. Financing under these frameworks is provided from a mixture of the EU Member States' budgets and the EIB's own resources. Within these frameworks, the EIB is entrusted with the management of the Investment Facility, a revolving fund which provides financial instruments that allow it to support a wide range of higher risk operations. The Investment Facility supports projects promoting the development of the private sector and commercially-run public enterprises.

In accordance with Article 2.9 of Annex II to the ACP-EU Partnership Agreement, up to 15% of the budget for interest rate subsidies may be used to support project related technical assistance in ACP countries.

Invest International is a state-owned private officially established on July 28 2021 once the 'Oprichtingswet Invest International' passed the House of Representatives and the Senate of the Netherlands in 2020-2021. Invest International has two strategic objectives for Invest International can be identified: 1) to contribute to the future earning capacity of the Netherlands and 2) to create impact on the Sustainable Development Goals. Invest International is joint venture by the Dutch Ministry of Finance (51%) and the Dutch Development Bank - FMO (49%). Invest International was initiated with the merger of several department of FMO and the Netherlands Enterprise Agency (RVO). Invest International Public Sector B.V. (IIPP) is one of the three directorates of Invest International has been mandated by the Ministry of Foreign Affairs of the Netherlands to implement three government programmes ORIO, D2B, and DRIVE. DRIVE is a private sector development facility that finances public infrastructure. The aim of the facility is to help communities in developing countries support themselves by improving the business climate and thereby increasing local entrepreneurship, job creation and productivity.

The EIB will sign an Agreement with Invest International (hereafter II) and a separate Cooperation Agreement the Ministry of Public Works, Infrastructure, Natural Resources and Environment (MIRNA), the Promoter, setting the terms for the participation of II and MIRNA respectively in the tender procedure and the contract management of the two consultancy assignments.

1.3 Relevant country background

The Republic of São Tomé and Príncipe (STP) consists of two main islands of São Tomé and Príncipe and other minor islands located in the Gulf of Guinea, approximately 300 km off the west coast of Africa. São Tomé and Príncipe is the second smallest country in Africa, with a total area of about 1,000 km². The country's capital is São Tomé on the island of São Tomé in the District of Agua Grande.

The country is a lower middle-income economy with a Gross National Income (GNI) per capita of USD 1,730 in 2016 and a population of nearly 210,000. About one-third of the population lives on less than USD 1.9 per day and more than two-thirds of the population is poor, considering a poverty line of USD 3.2 per day. Urban areas and southern districts such as Caue and Lemba have higher levels of poverty incidence. The Republic of São Tomé and Príncipe faces challenges that are typical of small states. Its remoteness and insularity increase import and export costs and the limited availability of land and small workforce prevent the country from diversifying its economy.

GDP grew at an average rate of 4.5% between 2010 and 2015, driven mainly by services and construction. The short-term economic outlook is positive. GDP growth is forecast at 5.5% in 2018 and 5.8% in 2019, led by external investments in infrastructure.

Unemployment remains a key constraint to socio-economic development, with the overall unemployment rate standing at 14.5% and youth unemployment at 50%.

The country's economic structure is a service-based economy, with services soaring to 70% of GDP (2016) while agriculture is 11.8%. Within the services' sector, the main sub-sectors are wholesale and trade, tourism, and transport, storage and communications, with 31.9%, 5.8% and 11.8% of GDP, respectively.

High public debt and lower revenue collection coupled with a narrow export base remain key challenges to inclusive growth. Poor economic infrastructure, including transport, water, and energy, is a major constraint to inclusive development.

The current account deficit (including transfers) stood at 10.2% of GDP in 2017, up from 5.8% in 2016. Improvements are expected in 2018 and 2019 with an estimated deficit of 9.5% of GDP and 8.7% respectively.

1.4 Transport and Road Sector background

The transport and road sectors

The country's transport infrastructure is in urgent need of maintenance and improvement. Funding of transport infrastructure related investments – including maintenance, upgrade and improvement of resilience – is a major challenge for the government of São Tomé and Príncipe when promoting the development of the country's economy.

The country is served by the airports of São Tomé -TMS (the only international airport in the country, located on the island of São Tomé approximately 5 km from the capital) and Santo Antonio-PCP (located on the island of Príncipe). Both airports currently require upgrading on both landsides and airside.

The main port of the country is São Tomé and it is located in the capital. The port also requires maintenance and upgrading works.

Land transport is limited to roads and the road network is the backbone of the country's transport system. It facilitates the flow of passengers and goods domestically and the increasing number of foreign tourists. However, due to the terrain and size of the country, the network has a very limited extension and coverage. It is much denser on São Tomé than on Príncipe due to the difference in size and land use of the two islands. Most of the network is single carriageway and comprised of national roads (EN) and mostly unpaved secondary (ES) and rural roads (ER); there are no motorways in the country.

On São Tomé Island, one of the main roads is the “Avenida Marginal 12 de Julho”, also known as the “Marginal”. The Marginal is an urban road, which connects the airport of São Tomé and one of the most important hotels and landmarks of the island and the Estrada de Pantufo, passing through the centre of the capital.

In addition, there is a radial system of paved national roads centred around the capital. This system is comprised of two coastal axes – the EN1, which connects the capital and Santa Catarina to the North, and the EN2, which connects the capital and Porto Alegre to the South – and one hinterland axis – the EN3, which connects the capital and Monte Café to the interior of the island. All three axes feed the Marginal Road. The EN1 and the EN2 are the most important axes, due to the concentration of population and economic activities along the coast.

Most road pavement is ageing, over 30-40 years old or older, and past its effective working life. In certain sections, and especially during rainy season, the condition of the road limits traffic flows during long periods and affects the reliability of the network. The improvement and maintenance of national roads is a government priority – the EN2 was rehabilitated in 2012, and the EN1 (in very poor condition) is currently under rehabilitation.

The improvement of resilience of road infrastructure against coastal hazards and floods related to climate change events is also a priority. In this context, it is particularly important to protect the São Tomé seafront and its Marginal Road as well as the coastal stretches of the EN1 and EN2.

Transport sector policies and strategies relevant to the Project

Infrastructure development is among the key priority sectors outlined in the Government's Vision 2030, which seeks to transform the country into a maritime hub, financial services centre and tourism destination for the Gulf of Guinea. Vision 2030 is shown in the country's third generation Poverty Reduction Strategy Paper 2017-2021.

In 2012, the Ministry of Public Works, Infrastructure, Natural Resources and Environment developed a Mobility and Transport Plan for São Tomé Island (Plano de Mobilidade e Transportes Intermunicipal da Ilha de São Tomé) with EU funding.

The Mobility and Transport Plan highlights necessary investments on the road network. These investments include the construction of new trunk roads and some extensions of existing national roads: (i) the southwest link (EN1 to be extended between Ponta Furada and Porto Alegre); (ii) the central link (EN3 to be extended between Bombaim and Sao Joao dos Angolares); (iii) the hinterland link (EN3 to connect to the EN1, between Ponta Furada and Guayaquil); (iv) the link to the planned port of Fernao Dias; and (v) the bypass of the capital. The plan also puts forwards solutions for the capital and the Marginal Road, including a traffic-calming zone and geometrical and management changes of main junctions. Moreover, the Plan is a strategic and operational document which served as a basis for the preparation of the Transport Master Plan (Plano Director de Transportes) falling under the Poverty Reduction Strategy Paper 2012-2016. The Transport Master Plan was developed by the Unidade de Planificação e Seguimento dos Transportes (UPST).

In 2016, a Mobility Study for the District of Agua Grande examined the possibility of implementing a public transport network in the capital area.

Despite all the work already conducted, the country faces important implementation challenges and none of the proposals put forward by the abovementioned studies has been executed so far.

The World Bank (WB), in coordination with the EIB and II, is also providing support to the GoSTP since 2017 to identify and implement a transport development and coastal protection program. The GoSTP has already identified two priority projects, namely (i) the rehabilitation and coastal protection of the National Road EN1, which is financed by the WB (EUR 25 million) and (ii) the Agua Grande Coastal Protection and Reconstruction of the Marginal Road that is connected to the EN1, which will be financed by EIB and II (EUR 25 million).

The World Bank project will include a Technical Assistance component on Project Management and Implementation Support. Under this component, a project monitoring and evaluation (M&E) officer will be appointed and will report jointly to INAE (National Institute of Roads) and AFAP (Agência Fiduciária de Administração de Projectos), on technical activities related to project implementation. The project M&E officer will be responsible for the technical implementation parts of the project, with the support of the project supervision consultant, including on-site supervision of works and approval of contract deliveries. Two safeguard specialists will be located at INAE. Considering the lack of capacity and need to at both AFAP and INAE, a Project Management Support Consultant (PMSC) firm, including a road Consultant, an environment safeguards specialist and a social development specialist will be hired to fill this capacity gap. The PMSC, the project supervision consultants, will fill the capacity gap at both INAE and AFAP.

For the current project, The European Investment Bank will hire a new contract named “Support for Project Implementation Agua Grande Coastal Protection and Reconstruction of the Marginal Road (Reference Code: AA-001226-0019” that will assist the PIU in the implementation of the Project by providing additional capacity mainly in Project Management, Procurement and Contract Management, Environmental/Climate and Social safeguards, Road Safety and other technical requirements. Additionally, the mentioned Support for Project Implementation Contract will assist the Promoter’s PIU in all its daily duties and provide the technical services for capacity building in road safety and operations and maintenance (O&M).

The Construction Supervision Engineers will be the main agent for the assurance of the Project

Climate Change adaptation

São Tomé and Príncipe is considered extremely vulnerable to climate change, climate variability and rising sea levels, both by the UN Convention on the regime of climate change (United Nations Framework Convention on climate change –UNFCCC) and by the Intergovernmental Panel on climate change (IPCC).

In 2007, São Tomé and Príncipe launched the National Action Program for Adaptation to Climate Change (NAPA), which identified twenty-two urgent and immediate priorities for climate change. Studies conducted during the preparation of the National Action Program for Adaptation to Climate Change (NAPA) highlighted that São Tomé and Príncipe experienced the following phenomena: (i) increase in temperature, (ii) reduction of rainfall and subsequent decrease in the level of rivers and water supply, (iii) the death of fishermen and loss of fishing equipment due to increased fog, high winds and greater turbulence in the sea (abandonment of the traditional practice of navigation and safety at sea), (iv) the destruction of fishing vessels in ports and beaches due to heavy storms, (v) an increase in female poverty due to the loss of life of their husbands and their fishing equipment (vi) long dry periods which result in more favourable conditions for drought followed by torrential rains, leading to landslides, flooding and groundwater contamination (vii) increase in coastal erosion which leads to loss of housing and infrastructure and the consequent isolation of local communities and (viii) a decline in tourism.

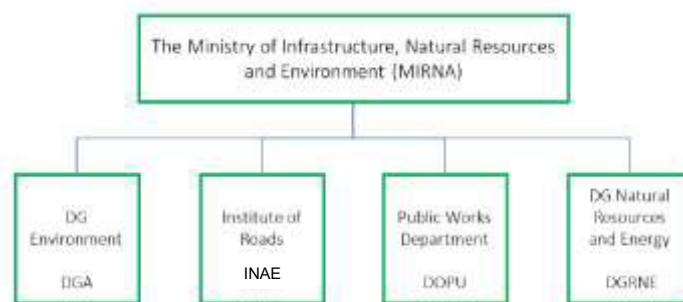
São Tomé and Príncipe submitted its Climate Action Plan Ahead of the 2015 Paris Agreement. The Government was concerned about addressing the challenges of Climate Change by investing on the resilience of existing and new infrastructure. Transport infrastructure is extremely vulnerable to the effects of climate change, including the rising sea level and the intensification of storms and heavy rainfalls that cause floods. Climate change related events are expected to affect all transport modes and have a significant negative impact on the country's economy, hindering the development of several of its main sectors, including tourism.

The Marginal Road plays a key role in securing the national social and economic development and, in particular, in fostering tourism. Moreover, it is particularly vulnerable to climate change due to its location by the coast and at the hedge of some of the main river basins of the Island of São Tomé and its elevation and vertical alignment. As a result, particular attention should be given to both the coastal protection elements and drainage during Project preparation and implementation to well-adapt the Project to Climate Change and thus mitigate erosion and flooding risks.

Institutional Framework

The Ministry of Infrastructure, Natural Resources and Environment (MIRNA) is the central Government body that has overall responsibility for the Agua Grande Coastal Protection and Reconstruction of the Marginal Road project. MIRNA includes the following entities and is illustrated in the organizational Chart below:

1. Directorate General for Environment (Direcção-Geral do Ambiente) (DGA)
2. National Institute of Roads (Instituto Nacional de Estradas) (INAE)
3. Public Works and Urban Institute (Instituto de Obras Públicas e Urbanismo) (INOPU)
4. Directorate General for Natural Resources and Energy (Direcção Geral dos Recursos Naturais e Energia) (DGRNE)



The responsibility for all transport and coastal protection related activities in São Tomé and Príncipe fall within the MIRNA. This ministry will be responsible for the project implementation while also being in charge of checking and enforcing compliance with the environmental national legislation. Within the MIRNA, the Directorate General for Environment (DGA) monitors the Environmental Impact Assessments (EIA), which fall under the Law-decree no. 37/99. The DGA has the task of coordinating the country's environmental actions, defining and implementing the State policy on the environment. The MIRNA also includes the Directorate of Terrestrial Transports (DTT), which regulates the operation of transport services.

The National Institute of Roads (INAE) manages the road network for national, secondary and rural roads. INAE is responsible for road maintenance, plans road projects, implements the road

development strategy, and compiles and manages a road database covering the condition of each stretch of the road network. INAE will be the institution responsible for executing the project and for all Consulting works to be carried out by the project, including road reconstruction, sewage networks, sidewalks and coastal protection as well as all the future road maintenance activities.

STP uses a performance-based contracting approach to maintain its road network. This approach is mainstreamed as a road management practice through the national federation of the associations in charge of road maintenance (Federação Nacional das Associações de Manutenção de Estradas, FENAME) using Roads Maintenance Intervention Groups (Grupos de Interesse para Manutenção de Estradas, GIMEs). Established in 2005 with support from the European Development Fund, the GIMEs are community organizations that have contracts with INAE to maintain both the rural and associated Safeguard Instruments preparation urban roads in the country. For the overall coordination and representation, FENAME - oversees the groups' interaction and negotiation with INAE. In total, there are 32 GIMEs cover the country.

The district councils and municipalities manage urban trunk and feeder roads, streets and pedestrian paths outside the scope of governance of the INAE. The Marginal road is managed by the District Council of Agua Grande (Câmara Distrital de Agua Grande). This Council will also have the responsibility for landscape maintenance and basic sanitation of the environment in the whole area of the project.

The central government and the Câmara Distrital de Agua Grande will have the responsibility to ensure that resources are made available in the annual state budget for the maintenance of the works executed. Funds will be made available through the National Road Fund (FRN) to maintain the executed works. The FRN is an autonomous government fund which is in charge of financing road maintenance activities. Other institutions that may play a role in this of project include, the Directorate General for Fisheries and for Tourism, which is in charge of the definition and implementation of Tourism policy and the preservation and enhancement of the country's tourism resources. The Ministry of Defence is also important as it has the task of controlling sand mining from beaches.

The integrated nature of this project between coastal protection and road rehabilitation requires close coordination among the national government, and local institutions that are engaged in coastal development and organisations that are concerned with coastal resources/zone management.

At the highest level, the project's national steering committee should consist of all participating Ministers (MPFEA, MIRNA, Ministry of Defence), to oversee project progress, providing high-level strategic guidance and policy decisions. INAE, DGA, EIB and II will also be represented on this committee.

1.5 Project description and organisation structure

Project Description

The project consists of the coastal protection and reconstruction of the Marginal Road from the airport of São Tomé (TMS) until 1 km south of the Pirata Bar to the south of Pestana Hotel (approximate total length of 8.8 km).

The Marginal Road is an urban road, which contours the coastal line of the capital and connects it to the main and only international airport of the country (TMS) to the North and to the road to the village of Pantufo to the South.

It crosses the most densely populated urban area of the country, the bays of Lagarto and Ana Chaves as well as several landmarks, and links to the access road to the port. It is also at the centre of the radial road network of the island, connecting the national roads EN1, EN2 and EN3. The

Marginal is especially vulnerable to the consequences of climate change (including the sea level rise and consequent coastal erosion and flooding).

The effects of climate change related events are aggravated by the location of the road – at the mouth of the Agua Grande River – and poor coastal protection and drainage features.

The purpose of the works is to reconstruct the existing road. Three civil chapters are included in the design scope:

- Road Rehabilitation
- Coastal Protection
- Landscaping.

The Marginal Road can be split into three sections:



- LOT 1: The Lagarto Bay section starts near to the Airport, beside to the *O Bigodes Hotel* (0+000), continues along Lagarto Bay during 1,9 km, crosses inland the promontory between both bays and ends to the south of Central Hospital of Sao Tome specifically next to the access to CKDO Supermarket (2+760).

The main works will be:

- reconstruction of the existing Marginal Road:

- pavement rehabilitation,
- replacement of 2 box culverts
- coastal protection elements
 - rock protection restoring the existing armour stone,
 - beach nourishment
- landscaping:
 - Creation of a pavement with basalt stone and concrete paving.
 - Creation of a cycle lane
 - A recreational area
 - Construction of a new building, a washing point



- LOT 2: The Ana Chaves Bay section is the most densely urbanised section of the Project as it contours the centre of the capital. Begins in the access to CKDO Supermarket (2+760), continues along *Avenida 12 de Julho* passing several landmarks: intersection (round about) with EN1 National Road (3+700), *Avenida Agua Grande* (4+800), Post Office (5+100), *Parque Ucla* (5+150), *Praça Da Juventud* (5+650 and finally the *Fuerte de São Sebastião* (5+900).

The main works will be:

- reconstruction of the existing Marginal Road:
 - pavement rehabilitation,
 - replacement of 1 box culvert
- coastal protection elements
 - rock protection restoring the existing armour-stone,
 - beach nourishment
- landscaping:
 - Creation of a pavement with basalt and concrete paving.
 - Creation of a cycle lane
 - New urban furniture and recreational areas
 - Construction of a boat workshop, public toilets and relocation of the fishery



- LOT 3: The Pantufo Coastline section starts besides *the Forte de Sao Sebastian* (5+900) and ends around 1.000 m southwards the Pirata Bar, in the intersection with *Estrada São Marçal* (8+220 m) (the village of Pantufo) through several landmarks: *Avenida da Independencia* (6+200), *Liceu Nacional* (6+600), *Avenida Kwama N’Kruma* (6+950), *Avenida das Naciones Unidas - Estrada Nacional 2 EN2* (7+150), *Hotel Pestana* (seaside) and *Assemblea Nacional* (landside) (7+500) and finally *the Estrada São Marçal* (8+820 m).

The main works will be:

- reconstruction of the existing Marginal Road:
 - pavement rehabilitation,
 - expansion and rehabilitation of 1 box culvert
- coastal protection elements
 - rock protection restoring the existing armour-stone,
- landscaping:
 - Creation of a pavement with basalt stone and concrete paving.
 - Creation of a cycle lane
 - A recreational area



The new coastal protection should provide an adequate solution for climate change impacts in each specific project area, including protection against expected coastal erosion and water overtopping.

In terms of drainage, the upgraded road should consider the impact of climate change in the area and secure adequate discharge and flow rate of existing watercourses, including of the Agua Grande River, and enhance drainage capacity in line with best practice and increased return periods.

In terms of road safety, improved signalisation, pedestrian crossings and traffic calming measures should secure the safe interaction between motorized vehicles, non-motorized vehicles and pedestrians.

The overall design requirement of this Project is to protect the coastal road, its sidewalks, and the hinterland against erosion, considering a design life of at least 25 and 50 years, for the road and the coastal protection, respectively.

Management Structure

At the highest level, the project's national steering committee should consist of all participating Ministers (MPFEA, MIRNA, Ministry of Defence), to oversee project progress, providing high-level strategic guidance and policy decisions. INAE, DGA, EIB and II will also be represented on this committee.

INAE is envisaged to be in charge of procurement and fiduciary duties, with financial oversight by the Ministry of Planning, Finance and Blue Economy. INAE will have the fiduciary responsibility for the day-to-day management of the project and coordination of project-related activities, through a dedicated Project Implementation Unit (PIU).

The PIU will manage the Project on a daily basis and will keep all stakeholders informed so that decision making time will be shortened and there will be a Project Implementation Consultant that will assist the PIU in the implementation of the Project.

During the execution of the contract, a consultant (or a consortium of consultants) will be assigned to support the implementation of the Project. Among its tasks will be to supervise the consultant who is awarded this bidding process. The Construction Supervision Engineers will be the main agents for the assurance of the Project delivery in time, on budget and to specification. The Construction Supervision

Consultant will be in charge of the supervision of the 3 lots at the same time. There might be several contractors depending on the tendering process.

2 OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall objective of the Project

The main goal of the project is to improve the reliability, quality, safety and resilience to climate change of the Marginal Road as transport and coastal protection corridor, as well as to improve safety conditions for road users including motorized vehicles, non-motorized vehicles and pedestrians on the road and the hinterland.”

The project will:

- i) improve the connection between the capital and the country’s main airport;
- ii) improve the mobility conditions within the capital area;
- iii) contribute to the improvement of the overall road network by enhancing the link between the national roads EN1, EN2 and EN3;
- iv) increase the protection of the coastal stretch along the road against coastal erosion and flooding;
- v) increase the attractiveness of the capital's waterfront for both locals and tourism development;
- vi) improve accessibility to the coast and the conditions of fishery landing sites; and
- vii) Improve the precarious conditions in which fishermen, laundresses, fish vendors, and fruit vendors currently carry out their activities

2.2 Purpose/Specific objectives

The purpose of this Contract is the Construction Supervision of Agua Grande Coastal Protection and Reconstruction of Marginal Road (all three lots included)

The specific objectives of this consultancy assignment are:

- Supervise the construction works in accordance with FIDIC conditions contract for Construction for Building and Engineering Works Designed by the Employer (“Red book”) Second edition 2017 and advise the Employer on all matters concerning implementation of the contract including, inter alia, quality control, work progress, and dispute resolution; and
- Supervise the implementation of Environmental and social management plans prior, during and in decommission phase to ensure that Lenders conditions¹ (ESIA, ESMP, SEP, RAP etc.) are met.

The Consultant shall act as “**The Engineer**” with authorities and responsibilities as defined in the works contracts and specifications. The supervision of the works on site and contract management activities shall be carried out in accordance with Contract Conditions and local legislation including the environmental and social safeguard’s framework

2.3 Results to be achieved by the Consultant

The Consultant shall be responsible for the following results:

¹ EIB and IFC PS

- Provide the supervision team during pre-construction, construction and post-construction phases of the project
- Ensure the quality construction and transparent project execution
- Accelerate project execution through mitigating/resolving probable technical problems/deadlocks associated with the project
- Ensure that the project will be executed according to the works contract and defined time duration.
- Ensure compliance with lenders' Environmental and Social standards, (namely the IFC PS and EIB E&S standards ASSUMPTIONS AND RISKS

2.4 Assumptions

The following assumptions are made for implementing this assignment:

Project information is available and accessible;

- Timely review and approval of documents by the Promoter;
- Timely disbursement by financiers;
- Timely start of the consulting services;
- Consultant's staff is mobilised and is available throughout the whole implementation period;
- Full support and cooperation of the Promoter and key stakeholders and commitment to the implementation of the Project;
- Close and constant communication between the Consultant, the EIB and II, and the Project stakeholders and other interested parties.

2.5 Risks

Facts or actions contrary to any of the above listed assumptions might pose substantial risks to the correct implementation of these consulting services.

The following risks may materialize during the implementation of the Project for which the Consultant shall take all reasonable measures to minimize any negative consequences:

- Technical, e.g., unforeseen poor ground or existing asset condition, timeliness or quality of documentation produced by third parties;
- Environmental / climate, e.g., unforeseen negative impacts and/or ineffectiveness of selected measures to address risks;
- Social, e.g. unforeseen negative impacts and/or ineffectiveness of selected measures to address risks, poor performance of third parties in implementing agreed management measures, interface issues with other neighbouring projects/initiatives;
- Road safety, e.g., unforeseen negative impacts and/or ineffectiveness of selected measures to address risks;
- Financial, e.g., unforeseen budget constraints from one or more sources financing the Project impacting the timing and/or quantum of available finance;
- Supply side, e.g., insufficient supply side response to procurement opportunities, delays due to complaints, occurrence of prohibited conduct, poor contractor performance;
- Institutional, e.g. unforeseen instability in the relationships between key stakeholders or ineffectiveness of established arrangements.

- Legislative risks, e.g., court decisions and/or disputes related to the project.

3 SCOPE OF WORKS

3.1 Project description

Please refer to section 1.5.

3.2 Specific activities

The specific responsibilities of the Consultant include, but not necessarily limited to the following:

Pre- construction

- (i) Design review prepared by the Design Consultant made in 2022. The Consultant will have to:
 - a. Assess the applicability of the design basis established for the detailed design to successfully implement the FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (Red Book – 2017);
- (ii) Review the Environmental and Social Documents from the design: The Consultant will have to:
 - a. The Supervisor will check in the pre-construction period the implementation of the RAP, to assure the people have been paid and during the construction to make sure the requirements stated in such RAP are being implemented.
 - b. Assess the adequacy of the basic environmental and social data used for the design, to ensure that the design is consistent with the environmental and social (E&S) requirements. Such documents are);
 - Environmental and Social Impact Assessment (ESIA), which will also include the Environmental and Social Management Plan (ESMP), Stakeholders Engagement Plan (SEP), and the Resettlement Action Plan (RAP), and the following plans:
 - Solid Waste and Wastewater Management Plan
 - Emergency Response and Preparedness Plan
 - Occupational Health and Safety Plan
 - Community Health and Safety Plan
 - Contingency Plan Covid 19
 - Human Resources Management Plan
 - Traffic Management Plan
 - Beach Nourishment Management Plan
 - Sea turtle management Plan

During construction

General responsibilities

To carry out the duties of “The Engineer” as specified in the Conditions of Contract and Specifications for each of the three Lots. The Consultant shall also carry out the duties of the Environmental Control

Officer (ECO), as specified in the Environmental and Social Management Plan. Beyond the ECO the consultant shall have a social/resettlement specialist in his staff.

Regular responsibilities

- (iii) The Consultant shall be responsible for the supervision and contract management (including **quality, time and costs** control processes and procedures) for the civil works Lots/contracts listed above. This will include the supervision duties according to the FIDIC specifications, such as attending, reviewing and approving contractor's quality management plan, work program, method statements, material sources, man power, inspection and testing of equipment at the manufacture's premises by one specialist, supervision of the construction and equipment installations, commissioning and hand-over of the Schemes, including defects liability period, in accordance with the Conditions of Contract, specifications, drawings, and compliance with the ESMP and RAP/ARAP, if any.
- (iv) Ensure at all times the Contractor works in strict compliance with the Contractor's quality management plan, work plan, and contract specification, including instruction issued as per contract and non-compliance notification;
- (v) Provide all necessary setting out data to the civil work contractors and ensuring correctness of the setting out at field;
- (vi) Prepare supervision manual for supervision staff and provide orientation to them within three months of commencement of the service.
- (vii) Carryout and recommend necessary adjustments in the design/drawing, if required, during construction due to site requirement/condition.
- (viii) Provide regular orientation to all supervising staff on drawing, specification, work methodology and safety aspects to ensure desired quality of works with highest level of safety.
- (ix) Inspect and supervise operations and activities of the contractor to ensure quality of workmanship and compliance with the contract.
- (x) Review the Contractor's organizational arrangements, key personnel, equipment and work plan, materials and their sources;
- (xi) Monitor progress of works against baseline work plan and advise on measures to be taken to improve progress and quality;
- (xii) Convene regular site meetings with the contractor to discuss issues and problems affecting the progress, keep minutes and brief the employer accordingly;
- (xiii) In the event of variations to the works being required, prepare the necessary documents, negotiate these with contractor, determination of rates of works, advise the Employer on alternatives and recommend these to employer for approval;
- (xiv) The Consultant will review the measures proposed by the Contractor with respect to traffic diversions and will ensure minimal disturbance of normal traffic flows. The Consultant shall ensure that the measures proposed will in no event compromise the safety of the road users.
- (xv) Supervise the Contractor in all matters concerning safety and care of civil works including provision of necessary lights, guardrails, fencing and security including safety awareness in required frequency;
- (xvi) Prepare and issue bimonthly and semestral progress reports for the contracts and projects in the form acceptable to employer. These reports will include details of the physical and financial status of the contract/project, details of delays and consequences' if any, comments and solution on the quality of works in accordance with the contract.
- (xvii) Approve and/or issue working drawings and issuing instructions to the contractor as required in accordance with the contract specification and Contractor's quality management plan;

- (xviii) Measure the completed works and keep detailed records of the measurement;
- (xix) Supervise the tests in field and in laboratory, analyse and justify the results;
- (xx) Undertake independent field and laboratory testing as may be required for verifying the results.
- (xxi) Prepare the non-conformity reports and propose the rectification work or solution;
- (xxii) Certify interim certificates for progress payments and verify and approve the quantities for such certificates and recommend for payment to the Employer;
- (xxiii) Assess and make recommendations to the employer on the Contractor's claims for additional payment, extension of time and any other matters, based on the Consultant's interpretation of the contract as per Contractor's detailed submissions;
- (xxiv) Certify completion of part or all of the works and issue the Taking over Certificate.
- (xxv) Advise the Employer's on all matters relating to the execution of the works; and assess and recommend the Representative with processing the contractor's possible claims and disputes;
- (xxvi) The Consultant shall be responsible for supervising the Environmental and Social Management Plan (ESMP) implementation during the construction phase to ensure its implementation and compliance with the environmental and social impact mitigation requirements of civil works contracts, including environmental management plan and resettlement action plan, monitoring the process of resettlement of people affected by the works, and provide information to employer on those processes in the progress reports;
- (xxvii) The Consultant will ensure the implementation of Grievance Redress Mechanism. The Consultant will follow-up on the appropriate mechanisms for the information dissemination and consultation with affected persons and involved agencies.
- (xxviii) Review (and report on) periodic assessments aimed on the social and environmental performance of subcontractors, suppliers and other third parties involved in the project
- (xxix) The Consultant shall be responsible for preparing the bi-monthly environmental and social performance report.
- (xxx) At the completion of the works, undertake project monitoring and evaluation in the format acceptable by the Employer and the EIB and II and assist in preparing a consolidated Project Completion Report;
- (xxxi) Check and certify as-built drawings for the works prepared by the contractors;
- (xxxii) The Consultant shall put in place an adequate Management Information System to inform all parties concerned in a transparent and concise way about the progress of works, the financial situation of the project and about possible difficulties encountered;
- (xxxiii) Provide any other specialized services as may be requested by Employer;
- (xxxiv) Keep updated all records including reports, photographs, works diaries, correspondence, instructions given to the Contractor(s), test records, measurement and quantity calculations, payment records and all other relevant documents pertaining to both the works and supervision contracts. Issue site instructions to the Contractor(s);
- (xxxv) Provide the Employer with complete records, and inception, bimonthly and completion reports; Recommend and report to the employer regarding any appeal to Dispute Resolution Board, Adjudication, Arbitration or litigation related to the civil works contracts;
- (xxxvi) Support the Employer with its reporting requirements to the EIB and II.

Post construction: Defects Notification Period

- (xxxvii) The Consultant shall ensure that the construction drawings are reviewed before the submission to the Client.
- (xxxviii) The Consultant shall supervise and approve the commissioning before completion certificates are issued.

- (xxxix) Inspect the works at appropriate intervals during the defect's liability period;
- (xl) The Consultant shall ensure the provision of and take delivery of all "as-built" drawings, specifications, and certificates of testing related to the completed projects and hand them to the Employer.
- (xli) Carry out final inspections of the works and issue Defect Notification Certificates;
- (xlii) Approve the final accounts for contracts and recommend for payments;
- (xlili) Review any operational guideline provided by the Contractor (s)

4 LOGISTICS AND TIMING

4.1 Location

The Consultant will perform the Project activities in Sao Tome, as required.

4.2 Commencement date & Period of implementation

The intended start date is 01/08/2022 and the period of implementation of the contract will be 36 months including the defects liability period (12 months)

It is expected that:

- The Team Leader will carry out at least two short term missions during the defect's liability period.

5 REQUIREMENTS

The successful fulfilment of the scope of services requires professional qualification in the fields of road engineering, road safety; infrastructure resilience, and disaster risk mitigation; construction methods engineering; environmental, social, occupational health and safety, and community safety mitigation; construction and contract management; and related fields.

5.1 Personnel

Note that civil servants and other staff of the public administration, of the partner country or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

5.2 Key Experts

Key experts have a crucial role in implementing the Contract. These terms of reference contain the required key experts' profiles. The tenderer shall submit CVs and Statements of Exclusivity and Availability for the following key experts:

- Team Leader/Resident Engineer
- Coastal Defence Engineer
- Environmental and Climate Expert
- Social Safeguard Expert

The bellow mentioned terms (working days) are referred to on site activities that should be carry-out by the referred personnel.

Key Expert 1: Team Leader/Resident Engineer – 440 working days-

Qualifications and skills:

- University degree in Civil Engineering with a focus on transport infrastructure, particularly roads, or equivalent;
- Familiarity with IFI processes and lending activities in infrastructure.
- Excellent project management and drafting and communications skills;

- Fluency in Portuguese and full working knowledge of English

Professional experience:

- At least 15 years of related professional experience, out of which at least 5 years should be of international experience, in the road sector (note that international experience is considered as professional experience gained outside the expert's country of nationality or, when the case, of long-term (over 10 years) residence);
- Should have carried out at least three international transport infrastructure supervision projects as Team Leader/Resident Engineer with an investment budget above EUR 20 million, preferably in the road sector and at least one project in an urban context;
- Professional experience in Africa will be an asset.
- The Team Leader shall have specific experience in a position for construction supervisor as Team Leader, Resident Engineer or equivalent position in in three transport infrastructure supervision projects out of which one implemented under FIDIC Conditions of Contract, preferably in road sector -.

The **Team Leader** in addition to defining and supervising the activities of other members of the consultancy team and liaising with the Promoter, is expected to provide key technical inputs, conduct quality assurance, ascertain consistency of results across individual tasks, and be the day-to-day single point of contact and party ultimately responsible to the Employer for the design review and construction supervision work.

Key Expert 2: Coastal Defence Engineer - 200 working days

Qualifications and skills:

- University degree in Civil Engineering with a focus on coastal defence or port infrastructure, or equivalent;
- Excellent drafting and communications skills;
- Fluency in Portuguese and full working knowledge of English are mandatory requirements.

Professional experience:

- A minimum of 10 years of relevant professional experience on works supervision of marine and coastal protection, out of which at least 5 years should be of international experience.
- At least 5 years of relevant professional experience in working with IFI-funded investment Projects, demonstrating thorough knowledge of coastal protection.
- At least three marine and coastal protection works supervision projects out of which one under FIDIC regulations.
- Professional experience in Africa will be an asset

The **Coastal Defence Engineer** will be involved in the supervising coastal defence works, mainly the structures related to coastal protection and the beach nourishment.

Key expert 3: Environmental and Climate Expert – 120 working days

Qualifications and skills:

- Education at least up to university degree or equivalent in a relevant field related to environment and climate.

- Excellent drafting and communications skills;
- Fluency in Portuguese and good working knowledge of English

Professional experience:

- A minimum of 10 years of relevant professional experience in performing environmental monitoring climate monitoring and evaluation for infrastructure projects;
- At least 5 years of relevant professional experience in working with IFI-funded investment in Africa.
- Experience in working in sensitive environmental/ critical habitats or endangered species is considered to be an advantage.
- Experience in Sao Tome and Principe is considered to be an advantage.
- At least three projects demonstrating thorough knowledge of EIB and IFC Environmental Safeguards.

The **Environmental Expert** will be responsible for ensuring that the proposed design incorporates the findings from and is consistent with the project's ESIA and ESMP.

During construction supervision, the Environmental Expert will monitor and supervise—and report accordingly—the environmental performance of the project as it relates to the implementation requirements of the ESIA, ESMP, and associated sub-management plans, including site-specific ESMPs adopted by contractor(s).

Key expert 4: Social Safeguard Expert – 120 working days

Qualifications and skills:

- Education at least up to university degree or equivalent in a relevant field related to social aspects.
- Excellent drafting and communications skills;
- Fluency in Portuguese and good working knowledge of English are mandatory requirements;
- Experience in Sao Tome and Principe is considered to be an advantage.

Professional experience:

- A minimum of 10 years of relevant professional experience, in monitoring/supervising social aspects in infrastructure projects.
- A minimum of 5 years of monitoring or supervision of RAPs, SEP and Grievance Mechanisms for infrastructure Projects and addressing the social dimension, resettlement, stakeholder engagement/consultation/community participation and disclosure on infrastructure projects;
- At least 5 years of relevant professional experience in working with IFI-funded investment Projects, out of which 3 projects demonstrating thorough knowledge of EIB and IFC Social Safeguards.
- .
- The specialist should demonstrate good knowledge of project area and social aspects that will be affected by the project.

The **Social Specialist** will supervise that engagement activities with stakeholders are carried out in line with project Stakeholder Engagement Plan (SEP) (considering prevailing Covid-19 restrictions) and that stakeholders are made aware and have access to the project's grievance mechanism. During construction supervision, the Social Specialist will monitor, supervise and report on project performance as to social outcomes in accordance with the implementation requirements of the ESIA, ESMP, RAP, and SEP.

The Consultant shall consider the prospective peaks of the construction activities and ensure the adequacy of staff levels during such periods.

5.3 Non-Key Experts

The bellow mentioned terms (working days) are referred to on site activities that should be carry-out by the referred personnel.

The profiles of the non-key experts for this contract are as follows:

Non-Key expert 1: Pavement/ Materials and Quality Control Engineer – 40 working days-

Qualifications and skills:

- He/ She shall have a minimum of a Bachelor's Degree in Highway or Civil Engineering (Any higher qualifications in a relevant field will be an added advantage)
- Minimum of Ten (10) years relevant experience in pavement design and pavement works supervision and road Consulting materials.
- He/ She must have at least Eight (08) years of experience on site construction works
- He/ She shall be a registered member of a recognized professional body and registered to practice by an appropriate body.

Professional experience:

- He/ She shall have experience in soil and materials testing both in the laboratory and in the field, especially related to road construction or road supervision.
- He/ She should have at least Five (5) years' experience in road construction works and materials technology in developing countries, preferably in Sub-Saharan Africa.
- He/she shall have a good command of the Portuguese Language and working knowledge of English.

The **Pavement/ Materials and Quality Control Engineer** will be responsible for supervising tests of construction material samples, monitoring and supervising quality assurance plans and quality control tests being conducted during the works execution.

Non-Key Expert 2: Surveyor – 60 working days

Qualifications and skills:

- A university degree in Topographical Survey or Civil Engineering or equivalent from a recognised institution.
- Good knowledge of Portuguese

Professional experience:

- At least 10 years of professional experience in topographical surveys of road and bridge construction works.
- At least 3 road works supervision projects in a position of Surveyor.
- Relevant experience in bathymetry works, at least three bathymetric surveys in the last 10 years

The **Surveyor** will be the responsible of the topographic inspections in the works. He will be in charge of the checking of all the items submitted by the contractor, under a geometric point of view. He will also

maintain an accurate record of all the quantities executed by the contractor, including the pending ones, so that reliable information about the quantities is recorded on site.

Non-Key expert 3: Road Safety Engineer – 20 working days-*Qualifications and skills:*

- He/ She shall have a minimum of a Bachelor's Degree in Highway or Civil Engineering and
- Minimum of Ten (10) years relevant experience in road safety aspects and road safety audits.
- He/ She must have at least Five (05) years of experience on site construction works or supervision of roads or road safety audits of roads, preferably urban roads,
- He/ She shall be a registered member of a recognized professional body.
- Good knowledge of Portuguese

Professional experience:

He/ She will have experience in road safety, and more specifically, in urban road signalling, identification of critical design elements from the point of view of road safety, deficiencies and omissions in the detailed design and in establishing the nature and magnitude of the risk that generated, as well as in the proposals of the pertinent mitigation measures

The **Road Safety Engineer** will review the measures proposed by the Contractor with respect to traffic diversions and will ensure minimal disturbance of normal traffic flows. He/she shall ensure that the measures proposed will in no event compromise the safety of the road users.

Non-Key expert 4: Contract & Claims Specialist – 20 working days*Qualifications and skills:*

- Holding a relevant university degree At least 15 years of general professional experience in transport infrastructure projects
- At least 8 years specific experience related to civil works contract management and/or and claim handling on civil works construction projects under FIDIC Regulations.
- Fluency in written and spoken English. Good knowledge of Portuguese

The **Contract & Claims Specialist** will be responsible, during construction supervision or after execution of works, for giving advice and managing contractor's claims.

Non-Key expert 5: Electrical/IT Specialist– 40 working days*Qualifications and skills:*

He/ She will be a university graduate in Electrical Engineering, minimum of Ten (10) years relevant experience. The Electrical/IT Specialist will include a combination of electrical engineering and information technology background with:

- experience on at least one project that included the design, construction, operations, and asset management of a large street light network;
- experience with utility relocation and coordination on at least one projects of comparable size and complexity;
- The Specialist should have a minimum of 10 years' experience and be registered professional engineers.
- Good knowledge of Portuguese

The Electrical/IT Specialist will be responsible of all issues related to lightening/power supply and IT systems during construction/final acceptance stages

Non-Key expert 6: Hydrology & Drainage Specialist – 40 working days

Qualifications and skills:

- He/ She will be a university graduate in Civil Engineering or equivalent from a recognised institution, minimum of Ten (10) years relevant experience
- He/ She must have at least Five (05) years of experience on site construction works or supervision of roads preferably urban roads,
- He/ She shall be a registered member of a recognized professional body.
- Good knowledge of Portuguese

The **Hydrology & Drainage** will review the chapter of drainage of the detailed design. He She will supervise the construction of transversal drainage elements (bridges and culverts) and longitudinal drainage elements (drains, pipes, manholes and wells). Special attention will be paid to possible interferences between designed and existing drainage elements, as well as with the possible existing utilities, given that it is an urban area.

Non-Key expert 7: Health and Safety Technician – 100 working days

Qualifications and skills:

- He/ She will be a technician, with at least five (05) years of experience in Health and Safety in construction works or supervision of preferably urban roads.
- Good knowledge of Portuguese,

CVs for experts other than the key experts are not examined prior to the signature of the contract. They should not have been included in tenders.

The Consultant shall select and hire other experts as required according to the profiles identified in the Organisation & Methodology and/or these Terms of Reference. The team of other experts will require a mix of local and international experience. The Consultant shall propose the team as deemed appropriate for carrying out the services.

The profile for each non-key expert must be indicated clearly, so as to be able to establish which fee rate in the budget breakdown will apply. For the purposes of this contract, the classification of the experts is entirely the decision of the Consultant but should nevertheless be communicated to the Contracting Authority when requesting the approval of the experts, for contract management purposes.

All experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

The selection procedures used by the Consultant to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience. The findings of the selection panel shall be recorded.

The selection of experts shall be subject to approval by the Contracting Authority, after agreement has been obtained from the Promoter.

5.4 Support staff & backstopping

The Contractor will provide support facilities to their team of experts (back-stopping) during the implementation of the contract.

Backstopping and support staff costs must be included in the fee rates.

5.5 Office and facilities to be provided by the Consultant

Office accommodation of a reasonable standard is to be provided by the Consultant. The office must be reasonably accessible by phone, fax and e-mail over the duration of the assignment.

The costs of the office itself and supplies are to be covered by the fee rates of the experts. The Consultant shall ensure that experts are adequately supported and equipped. It shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.

The Consultant shall ensure translation to Portuguese for all the necessary documents/reports and any interpretation required and shall include all related costs in the fee rates of the experts.

Supplies and equipment including computer hardware and software, office supplies and reference materials, etc are considered as the working equipment of the Consultant.

The Consultant should provide means of transport (and should cover all costs for transport) for its own needs required for the experts to effectively carry out their duties. All international travel costs as well as subsistence allowances shall be included in the fee rates of the experts

If the Consultant is a consortium, the arrangements should allow for the maximum flexibility in Project implementation. Arrangements offering each consortium member a fixed percentage of the work to be undertaken under the contract should be avoided.

5.6 Equipment

No equipment is to be purchased on behalf of the Contracting Authority/beneficiary country as part of this service contract or transferred to the Contracting Authority/beneficiary country at the end of this contract. Any equipment related to this contract which is to be acquired by the beneficiary country must be purchased by means of a separate supply tender procedure.

5.7 Client's Input and Counterpart Personnel

Employer will make available to the Consultant all available documents and relevant data necessary for the proper and timely execution of the assignment and will:

- Provide one set of all contract documents and design reports.
- assist the Consultant in obtaining formal consent from other authorities or persons having rights or power in connection with works or the site thereof
- assist in obtaining licenses and permits in connection with the works including

5.8 Incidental expenditure

The Provision for incidental expenditure covers the ancillary and exceptional eligible expenditure incurred under this contract. It cannot be used for costs which should be covered by the Consultant as

part of its fee rates, as defined above. Its use is governed by the provisions in the General Conditions and the notes in Annex V of the contract. It covers:

- Travel costs and subsistence allowances for missions, outside the normal place of posting, undertaken as part of this contract.
- Cost for carrying out independent tests or surveys, where necessary, to verify the results submitted by the contractor
- Cost for equipment functionality test, as required
- Travel costs for FAT (Factory Acceptance Test) services.

The Provision for incidental expenditure for this contract is EUR 40,000. This amount must be included without modification in the Budget breakdown.

The Consultant shall be responsible for defining the work required for the above items, preparing bidding documents when necessary, evaluating bids and supervising the works as part of his normal duties.

Daily subsistence costs may be reimbursed for missions foreseen in these terms of reference or approved by the Contracting Authority, and carried out by the contractor's authorised experts, outside the expert's normal place of posting.

The per diem is a flat-rate maximum sum covering daily subsistence costs. These include accommodation, meals, tips and local travel, including travel to and from the airport. Taxi fares are therefore covered by the per diem. Per diem are payable on the basis of the number of hours spent on the mission by the contractor's authorised experts for missions carried out outside the expert's normal place of posting. The per diem is payable if the duration of the mission is 12 hours or more. The per diem may be paid in half or in full, with 12 hours = 50% of the per diem rate and 24 hours = 100% of the per diem rate.

Any subsistence allowances to be paid for missions undertaken as part of this contract must not exceed the per diem rates published on the website http://ec.europa.eu/europeaid/funding/about-calls-tender/procedures-and-practical-guide-prag/diems_en at the start of each such mission.

The Contracting Authority reserves the right to reject payment of per diem for time spent travelling if the most direct route and the most economical fare criteria have not been applied. Prior authorisation by the Contracting Authority for the use of the incidental expenditure is needed.

5.9 Expenditure verification

The Provision for expenditure verification relates to the fees of the auditor who has been charged with the expenditure verification of this contract in order to proceed with the payment of further pre-financing instalments if any and/or interim payments if any.

The Provision for expenditure verification for this contract is **EUR 18.000**. This amount must be included without modification in the Budget breakdown.

This provision cannot be decreased but can be increased during the execution of the contract.

6 REPORTS

6.1 Reporting requirements

Please refer to Article 26 of the General Conditions. The Consultant is required to provide the following **activity progress reports**, which are additional to any required in Section 4 of these Terms of Reference:

Report	Content	Time of submission
Inception Report	Consultant's approach and methodology to implement Construction Supervision. Manning Schedule Consultant's Quality Assurance Plan	4 weeks from the starting date of assignment
Detail Design and Social and Environmental Review Report	Review of the detailed designs of the three lots of Marginal Road Project with a view to analysing possible deficiencies, shortcomings, contradictions, etc. Likewise, a review of all environmental and social documents must be carried out, analysing possible deficiencies, contradictions and evaluating the current status of their approvals by the Environmental Authority.	Within 4 weeks from the starting date of assignment
Interim Bimonthly Progress Reports	In the bi-monthly report the Consultant shall describe in details for each activity the progress made both in physical and financial terms, the resources employed per activity, the equipment and staff on site, work stoppages or delays, the encountered and/or foreseen difficulties and the proposed solution to address them, weather record, etc.	to be submitted no later than two weeks from the end of the reporting period
Environmental and Social bimonthly report	In the bi-monthly report the Consultant shall update on the status of implementation of the ESMP, including sub-management plans and HS compliance.	to be submitted no later than two weeks from the end of the reporting period
Interim Semestral Progress Reports	Short description of progress (technical and financial) including problems encountered; planned work for the next 6 months	Every 6 months, during the entire duration of the Project starting from the commencement date. This report represents the basis for interim payments.

Report	Content	Time of submission
Completion Report	Comprehensive report including a chronological list of the more relevant issues during the construction, the list of deviations in front the original project and the punch list of pending repairs and amendments.	Upon the Completion of the last portion of the project.
Final Report	Short description of activities and achievements including problems encountered and recommendations; including a financial section	Draft to be issued one month <u>before</u> the end of the contract so that the agreed final version can be issued at the end of the contract. The Final Report represents the basis for the final payment.

The reports will be submitted in an acceptable format to be agreed with the Employer

The **Inception Report** shall confirm the aims of this technical assistance contract. If there are any proposed modifications to the original Terms of Reference due to changed circumstances after arrival on site, these are to be discussed and agreed in principle with the Contracting Authority and the Promoter before the submission of the Report.

The Consultant shall prepare an Inception Report four (4) weeks after the commencement date. This report shall include results of the review of the Contractor's work programme, any modifications thereto, status of the Consultant and Contractor's mobilization and any other matter requiring the Employer's action. Further, the Consultant shall also include in the Inception Report, an independent opinion by commenting on the adequacy of the proposed design as well as make recommendations to the Employer.

Detailed Design and Social and Environmental Review Report - The Consultant shall review the Detailed Design of the three lots of Marginal Road Project with a view to analysing possible deficiencies, shortcomings, contradictions, etc.

The Consultant will review the content, technical quality, adequacy for construction, and consistency with national and international standards and good engineering practice of all detailed design documents including main reports, design drawings.

Likewise, a review of all environmental and social documents must be carried out, analysing possible deficiencies, contradictions and evaluating the current status of their approvals by the by Financiers to determine compliance with their standards (EIB/IFC)

The report must be submitted to the Employer within 4 weeks from the starting date of assignment highlighting the findings.

Quarterly Progress Reports shall consist of a narrative section and a financial section. It shall briefly describe the current status of the Project, in relation to technical progress; forecast the expected technical progress of the activities for the next period; itemise any outstanding issues that may result in extension of time or unforeseen costs; describe the Consultant's staff levels and their deployment during the report period; itemise all incidental expenditure for the period and indicate level of expenditure for the provision for expenditure verification.

Specifically, the quarterly reports shall include consolidated information on the state of physical progress of the entire Project for all road sections, an updated consolidated procurement summary, cash flows

Projections as well as an updated Project implementation schedule with revised risk assessment and mitigation strategies as well as summary of and proposals for training activities.

Interim Bimonthly Progress Reports shall consist of a narrative section and a financial section. It shall briefly describe the current status of the project, in relation to technical progress; forecast the expected technical progress of the activities for the next period; itemise any outstanding issues that may result in extension of time or unforeseen costs; describe the Consultant's staff levels and their deployment during the report period; itemise all incidental expenditure for the period and indicate level of expenditure for the provision for expenditure verification.

Interim reports should provide a status of the overall assignment, for ease of monitoring activities and outputs and should clearly distinguish between activities/outputs achieved and considered finished, and activities still in progress, so that the evaluation of the Project is clear. The report will also include progress on the activities of all short-term consultancy assignments (with technical attachments as applicable). It will also include a graphical information. The report will also include:

- Assessment of the significance of such events or circumstances, including the Engineer's opinion on whether these may jeopardise the completion in accordance with the Contracts;
- Report on the measures being (or to be) adopted to overcome delays in respect of each event or circumstances and the contractual basis thereof;
- Comparison of the actual percentage completion of delivery compared with the planned for each main item of Plant and Materials, if not included in the list of critical path items;
- Information about the use of provisional sums and an appropriate justification thereof;
- Photographs showing the status of manufacture and of progress on the site;
- Copies of all quality assurance documents, reports on test results and certificates of materials;
- Variation order justifications and claims management

Environmental and Social bimonthly report. The report will provide an update on the status of implementation of the ESMP, including sub-management plans and HS compliance. A brief summary of the progress of the works will be prepared for all ongoing works at the contract level, outlining problems encountered and recommended solutions.

The document will include, but it is not limited to:

- update on implementation status of ESMP, RAP/LRP, SEP and environmental and social monitoring plan indicating any predicted delays, and preventative measures proposed to address such delays;
- safety statistics, including details of any hazardous incidents and activities relating to environmental and social aspects and public relations.

Interim Semestral Progress Reports: The Consultant should note that, according to the provisions of the General Conditions to the contract, the Interim Semestral Progress Reports represent the basis for the interim payment, and that payment is to be made within a period of 60 days after the receipt of the invoice, **subject to approval** of the respective Report.

Furthermore, all invoices (except the request for the pre-financing payment) must be accompanied by a financial progress report, attached to the Interim Semestral Progress Report covering the six-monthly interim period and containing details of the time inputs of the experts and of the incidental expenditure, and by an expenditure verification report defined in Article 28 of the General Conditions.

Completion Report: an Executive Summary will be elaborated including a synthesis of name of Designer, name of the Contractor, project map, type of work (road rehabilitation, landscaping, coastal protection, environmental and social, etc.), scope of works, construction methodology, quality control and quality assurance, final work plan, working conditions, handling of traffic, summary of major issues affecting the project, cost summary, et.)

Content of the Completion Report addressing the following aspects:

- Client's representative's staff and construction supervision.
- Contractor (Contractor's name and address, list of sub-contractors' names and addresses, list of manpower and major equipment (incl. sub contractors'), contractor's performance.
- Construction contract (tender forms, schedule of quantities, special provisions, addenda, etc.)
- Work Methodology (construction methods, auxiliary means, personnel involved in different activities, field revisions, quality control assurance, etc.).
- Compliance of the Environmental and Social Management Plan (ESMP) and annexed plans.
- Quality control and quality assurance description. List of geotechnical site investigations and laboratory tests.
- Construction progress history (date contract advertised and awarded, date work started, date of substantial completion, date work completed and completion certificate, as built construction schedule, key dates, such as start of specific tasks (pavements, bridges, coastal works, landscaping, etc.) etc., reasons for any work stoppage, if applies, main issues and resolutions, Items affecting schedule (weather, R/W purchase, etc.).
- Review of schedule of quantities (tender vs. actual quantities vs. neat lines (from designer), reasons for major under and over-runs, additional items. final estimate of costs, percentage difference between constructed costs vs. scheduled cost, etc.)
- Final cost summary
- Suggestions for future contracts

Final Report shall consist of a narrative section and a financial section. It shall, *inter alia*:

- Describe the overall status of the Project, including a critical study of any major problems which may have arisen during the performance of the Project;
- Describe the status and results for the assistance given to each Project beneficiary;
- Present any recommendations the Consultant wishes to make in view of improving the design and implementation of any future similar activities.
- Graphical information of each stage of the Project execution (pictures, video).

The report shall contain a sufficiently detailed description of the different options to permit an informed decision on any recommendations made. In the case the detailed analyses which underlie the mission's recommendations will be presented in annexes to the main report.

The final report must be accompanied by the final invoice, the final financial report on expenditure actually incurred by budget headings, and an expenditure verification report (as defined in Article 28 of the General Conditions and in accordance with the template in Annex VII of the contract).

Special Reports: - to be produced on specific issues whenever the need arises. This will mainly concern either claims presented by the Contractor or problems of engineering nature arise during the executions of works.

Minutes of Meetings: - to be issued within 2 working days following the meeting. The Consultant will issue comprehensive minutes of regular and special meetings, in particular the site meetings, and distribute copies. Minutes of regular meetings may be attached to the works bimonthly reports, or, depending on the circumstances, may be submitted as separate documents.

All reports will be written in concise, clear and well-edited English with translation to Portuguese. All reports shall be produced in A4 size and printed on both sides of the paper. Spreadsheets and schedules shall be produced in a maximum of A3 size for reporting purposes and may be printed single-sided. File origins shall be clearly identifiable in a header or footer. A list of essential contact persons is to be included. The reports should have a title page, which should include Project name, Project code or reference, report title, date issued and period covered, and the name and address of the Consultant. **The Consultant shall provide the Contracting Authority, after the starting date of the assignment, with a recommended structure of the Reports.**

6.2 Submission & approval of progress reports

The number of copies of the activity progress reports and deliverables referred to above must be submitted to the Contracting Authority and to the other participants as detailed below.

The (Promoter) is responsible for approving the reports. It should be noted that the Promoter will provide comments on each report submitted within 3 weeks after submission. The Promoter may request an extension by no more than one week. After this period will be considered that the Promoter has no comments on the reports.

Please also refer to Article 27.2 of the General conditions for the procedures and deadlines for the approval of reports.

The draft reports must be sent in e-copy to the Promoter. Following the comments received, the Consultant will send a revised version, with the operated changes highlighted, via the same contact, before formally submitting the final version

Once this report is agreed by the Promoter, a final version shall be submitted as follows:

- In e-copy and 3 hard copies to the Promoter.

7 MONITORING AND EVALUATION

7.1 Definition of indicators

The Project will be monitored by the Contracting Authority, mainly through the reports and deliverables foreseen in these Terms of Reference.

Within their technical offer, the tenderers are expected to comment on the likely impact of the work included in these Terms of Reference. They should identify suitable Performance Indicators for the activities specified in these Terms of Reference, who will be used to monitor the progress and achievements of the CSC operation.

7.2 Special requirements

DRIVE Application

The project is co-financed with a contribution from the DRIVE program (Development Related Infrastructure Vehicle), a subsidy facility provided by the Dutch Ministry of Foreign Affairs under the responsibility of the Minister for Foreign Trade and Development Cooperation and implemented by Invest International (II).

The financial contribution from DRIVE is to support the Government of Mozambique and is a contribution towards the costs of the Project. The DRIVE contribution is effectuated in the form of a DRIVE subsidy to the Consultant (successful firm after signing the contract with the Employer on the implementation of the Project) who will receive disbursements of the subsidy according to the disbursement schedule as agreed by the Employer, II and the EIB based on the Contracts Nr (include contract numbers)

The Successful consultant is therefore obliged to submit an application for the DRIVE subsidy to IIPP with the support from the employer once it has received the notification of the official decision to award the contract to the winner. The Request for Proposal (incl. Section 9. Notification of Intention to Award, DRIVE Application Form and Beneficial Ownership Forms include all requirements that must be met in order to be eligible for DRIVE subsidy)

Before awarding the contract to the successful consultant, the employer will send a notification to II of the official decision proposing to give the assignment for the Project to the successful consultant. II will issue an administrative decision on the application of the successful consultant within 4 weeks after having received the notification. A condition precedent in the administrative decision will be that the winner comes to an agreement with the employer on the implementation of the project and that a contract is duly signed by the employer and the successful consultant within max. 12 months, after the date of the administrative decision. The winning consultant is obliged to provide a semestrial report to II or to support the employer to provide such report in a form and substance acceptable to II.

After the final disbursement, the total subsidy to the project will be determined in accordance with the DRIVE Audit protocol II reserves the right to claim the (part of) the final payment (and all other advances made during the project) if the audit reveals significant irregularities.

8 SUPPLEMENTARY INFORMATION

The following documents are provided as supplementary information to the bidders:

- Environmental and Social Impact Assessment (ESIA) (Report and annexes)
- Environmental and Social Manage Plan (ESMP) (Report and annexes)
- Resettlement Action Plan (RAP)
- Stake Holder Engagement Plan (SEP)