



## INVITATION FOR CVS

### Consulting Services Civil Engineer for the Construction Works at Spanish Town Hospital

Country: Jamaica

Project: Support for The Health System Strengthening for The Prevention and Care Management of Non-Communicable Disease Programme

Loan/Credit/Grant No.: JA – L1049

Contract/Bid No.: JA-L1049-P108135-1.1.28

Deadline: **March 6, 2023**

The Government of Jamaica through the Ministry of Health and Wellness *has received* financing from the Inter-American Development Bank (IDB), toward the cost of the Support for The Health System Strengthening for The Prevention and Care Management of Non-Communicable Disease Programme and intends to apply part of the proceeds for the procurement of consulting services.

The consultant will facilitate the timely and effective implementation of the Project of Works at Spanish Town Hospital by providing technical assistance to the Ministry of Health and Wellness (MOHW)/ and the PEU in the project implementation, construction supervision and ensuring compliance with the relevant Environmental, Social, Health and Safety (ESHS) standards and the Works Contractor's Code of Conduct requirements specified in the Works Contract.

The Ministry of Health and Wellness now invites interested eligible individuals to indicate their interest in providing the mentioned services by submitting their CVs bearing the requisite experience and qualification. These include:

- University degree (at least Masters) in civil engineering or Construction Management
- Registration with Jamaica Professional Engineers Registration Board or equivalent
- Minimum 10 years' professional and management working experience with construction projects similar to the Spanish Town Hospital Works
- Minimum 3 years' experience in managing/supervising construction projects in the Latin-American & Caribbean region

This procurement process is governed by the IDB's *Policies for the Selection and Contracting of Consultants financed by the Inter-American Development Bank GN-2350-9, March 2011*, and interested consultants are advised to keenly observe paragraphs 1.9 and 1.11 thereof which sets forth the IDB's policy on conflict of

interest and eligibility respectively. A Consultant will be selected in accordance with the *Selection of Individual Consultants* method set out in the said Policies.

Expressions of interest in the form of an Application Letter and Curriculum Vitae must be delivered to the address below (in person, or by mail, or by fax, or by e-mail) by **March 6, 2023**. The detailed Terms of Reference for the Consultancy Service is available on the website of the Ministry of Health and Wellness at [www.moh.gov.jm](http://www.moh.gov.jm).

**Support for the Health Systems Strengthening for the Prevention and Care Management of Non-Communicable Diseases (NCDs) Programme**

**Ministry of Health and Wellness**

**Attn: The Procurement Management Specialist**

**IBM Building 3rd Floor,**

**52 Knutsford Boulevard,**

**Kingston 5.**

**Tel: (876) 633-7433**

**E-mail: [hsspproject@moh.gov.jm](mailto:hsspproject@moh.gov.jm)**

We thank all applicants however please note only shortlisted candidates will be contacted.

**TERMS OF REFERENCE (TOR)**

**Consulting Services**

**Civil Engineer**

**for the Construction Works**

**at**

**Spanish Town Hospital**

**JAMAICA W.I.**

**SUPPORT FOR THE HEALTH SYSTEM STRENGTHENING FOR THE  
PREVENTION AND CARE MANAGEMENT OF NON-COMMUNICABLE  
DISEASE PROGRAMME**

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## 1. Background

### 1.1 Loan from the Inter- American Development Bank

The Government of Jamaica (GoJ) has received two loans from the Inter-American Development Bank (IDB) to support the Health Systems Strengthening for the Prevention & Care Management of Non- Communicable Diseases (NCD) Programme (HSSP).

The programme objective is to improve the health of Jamaica's population by strengthening comprehensive policies for the prevention of Non-Communicable (Chronic) Diseases (NCDs) risk factors and improved access to an upgraded and integrated primary and secondary health network in prioritized areas with an emphasis on chronic disease management, that provide more efficient and higher quality care. This is a hybrid programme with a policy-based operation - a programmatic policy-based loan series (PBP) and an investment loan that will invest in the physical infrastructure and equipment of Jamaica's health sector.

The Policy-Based Loan will look at policies that will consolidate regulatory measures to address the preventable causes of NCDs and to reorient health systems to address prevention and control of NCDs through a people-centred primary health chronic care model.

The Investment Loan, in turn, will finance activities to consolidate integrated health networks and improve the management, quality and efficiency of health services. The Policy Based Loan will benefit the Jamaican population at-large, while the Investment Loan will have approximately 800,000 potential direct beneficiaries who reside in the catchment areas of the health services networks that will receive investments.

The Investment Programme being implemented by the Ministry of Health and Wellness (MOHW) has two (2) major components and an allocation to support programme administration and evaluation:

#### **Component 1 – Organization and consolidation of integrated health services networks**

This component will finance the purchase of medical equipment and the improvement of infrastructure for primary health care services in the catchment areas of three priority hospitals to increase their capacity in health promotion and disease prevention, especially regarding chronic, non-communicable diseases. The investments will focus on strengthening the diagnostic and screening capability as well as the clinical and resolute capacity of health clinics. This Component will further finance the upgrading and or expansion of three (3) hospitals selected on criteria relating to strategic role in the national hospital network, supply-demand gap analyses, and physical needs assessment. The hospitals will benefit from infrastructure upgrading and or expansion as well as modernization.

#### **Sub-Component 1.1 – Strengthening Primary Care**

The purpose of this subcomponent is to increase the physical capacity for service provision at the primary care level in three (3) priority geographical areas. Approximately ten (10) health

centres have been identified to receive investments in medical equipment and infrastructure refurbishment and expansion.

The subcomponent will finance:

- (i) the preparation of building designs for the construction of new infrastructure on the sites of
  - a. existing facilities (three centres),
  - b. expansion of existing structures (four centres),
  - c. refurbishing (three centres)
- (ii) the physical works required for infrastructure improvement;
- (iii) the purchasing of medical equipment including essential diagnostic and treatment items for NCDs, such as sphygmomanometers, electrocardiogram machines, pulse oximeters, defibrillators, computerized chemistry machines, etc.);
- (iv) engineering services for construction supervision; and
- (v) corrective and preventive maintenance of medical equipment

### **Sub-Component 1.2 – Increasing the Capacity and Efficiency of Hospital Services**

This subcomponent will address urgent needs to enhance patient safety and services in three (3) hospitals whose catchment areas contain the health centres identified in subcomponent 1.1. Financing from this subcomponent will be allocated to:

- (i) the building and engineering designs for the infrastructure improvement and expansion.
- (ii) the construction in three hospitals according to contracted plans and designs;
- (iii) the purchasing of medical equipment to raise clinical capacity to partially account for existing demand.
- (iv) the purchasing of imaging equipment, including computerized tomography machines.
- (v) purchase of industrial style laundry machines.
- (vi) construction supervision services; and
- (vi) the design and implementation of a corrective and preventive equipment maintenance programme.

### **Component 2 – Improvement of Management, Quality and Efficiency of Health Services**

This component will provide technical assistance to design and implement the Chronic Care Model (CCM) in the participating health services networks; to review and develop care pathways and protocols; and to prepare change management, continuous quality improvement and social media marketing for behaviour change strategies. It will also finance the implementation of the fourth Jamaica Health and Lifestyle Survey. This component will further support:

- (i) the creation of a strong foundation for a digital health ecosystem, including the adoption of standards for interoperability, system architecture, updated governance structure, and other key elements;

- (ii) the design and implementation of a sustainable Electronic Health Record (EHR) platform focusing on digitalization of key processes within the improved CCM.
- (iii) the strengthening of telehealth/telemedicine/telementoring capacity to include chronic care management, and the establishment of norms and processes for its institutionalization.
- (iv) the strengthening of telehealth/telemedicine capacity through the expansion of the ECHO model, the inclusion of chronic care in the platform, and the establishment of norms and processes for its institutionalization.

## **Programme Administration and Evaluation**

The Loan also supports Programme Administration and Evaluation.

This allocation will support the MOH in terms of strengthening its institutional capacity for project implementation. It will finance, inter alia, the consultants of the Project Execution Unit (PEU), specialized technical services, independent auditing, as well as surveys and studies regarding the implementation of the programme and evaluation of its impact. The PEU is structured to provide additional capability in the areas of project management, procurement, financial management, infrastructure upgrading, medical equipment specification, and health information technology. Technical and fiduciary staff from the MOH will work closely with the PEU specialists so that the MOH benefits from knowledge transfer and capacity strengthening.

### **1.2 Investment Grant JA-G1005**

Following a 2019 mission to Jamaica the GoJ requested, and the Bank approved a non-reimbursable investment operation (“Investment Grant operation”, “IGR”) to complement the Programme to be granted by the European Union Caribbean Investment Facility (EU – CIF). In November 2020, the European Union (EU) and the Bank executed a Contribution Agreement under which the EU agreed to contribute an additional amount to the GoJ for the co-financing and execution of the investment loan component of Health Systems Strengthening Programme (HSSP).

The EU Contribution Agreement modifies HSSP to incorporate complementary financing provided by the European Union. As a result of the additional financing from the EU, the investment loan has been modified to reallocate resources originally assigned for the upgrading of ten health centres, which will now be financed by the EU-CIF, to increase the funds available for infrastructure improvement and medical equipment renewal at three hospitals.

The general objective of the complementary funding (JA – G1005) is to contribute to the improvement of the health of Jamaica's population, while the specific goals are to (i) improve the quality of primary care provided through health centres in the catchment areas of the hospitals selected for IDB investments, and (ii) increase patient adherence to NCD management protocols.



### **1.3 Investment Loan/EU Contribution Implementation Arrangements**

The Executing Agency for the investment loan and the EU Contribution – hereinafter referred to as “the Project” – is the Ministry of Health and Wellness (MOHW). On an operational level, the contract which is the subject of this Terms of Reference, is being implemented under the leadership and authority of the MOHW. The Permanent Secretary (PS) of the MOHW is the HSSP Chief Executive Officer responsible for contract execution and implementation. In the execution of its duties, the MOHW is supported by a Project Execution Unit (PEU) comprised of a Programme Manager and individual consultants with expertise in the areas identified for implementation within the project. The PEU provides technical and advisory assistance to the Permanent Secretary of MOHW in the management and implementation of all HSSP activities.

### **DAAB or Dispute Avoidance/Adjudication Board**

As part of the implementation arrangements for this consultancy, the Employer may consider the establishment of a Dispute Avoidance and Adjudication Board (DAAB).

The DAAB functions as an on the job-site dispute adjudication process, comprising one or three independent and impartial persons selected by the contracting parties. The Dispute Avoidance/Adjudication Board may be appointed at the commencement of a project before any disputes arise or at any time thereafter. They are used to help parties avoid or overcome any disagreements or disputes that may arise during the implementation of the contract. They also assist in avoiding or overcoming disagreements and disputes.

## **2. Description of the Spanish Town Hospital Works**

A brief description of the planned works at the Spanish Town Hospital entails the following:

New block will have 6 floors and a basement.

Services in the New building which will include:

1. Accident & Emergency Wing (Ground Floor)- With Ambulatory and Ambulance Bay, Triage rooms, Consultation rooms, Patient wards, Isolation rooms, Trauma Shock rooms, Doctors and Nurses change, lounge and lunch areas. Waiting and reception areas with Front desk, Cashier and Toilets.
2. Radiology Department (Ground Floor) - MRI Scan rooms, CT Scan rooms, X-ray, Mammography rooms, Ultrasound rooms and services associated. Staff area, doctor's area. Waiting and reception areas with Front desk, Cashier and Toilets.
3. Pharmacy (First Floor)- Waiting and reception areas with Front desk, Cashier and Toilet facilities, lift and staircase and ramp access to the public. Drugs Preparation areas, Staff areas, Storages, Offices and Training areas.

4. Outpatient Department (First Floor) - Waiting and reception areas with Front desk, Cashier and Toilets, ECG, Catheter Room, Plaster room, Phlebotomy room, 4 independent Clinics with their own Nurse's Station, sub waiting spaces and Toilets. Special Clinics, Staff areas, doctor's lounge and Ramp, lift and staircase access to the public.
5. Surgical Floor (Second Floor) - 2 separate Waiting, Reception areas. Day surgery wing with Endoscopy, colonoscopy, Gynae Outpatient OT, Minor OT and Services, staff areas, storerooms and staff lounge. Operation theatres 6 in number with all the necessary services. patient prep areas, recovery area, storage and Doctors Room, Nurses Room, Change and toilets. In addition to this, there is a central sterile services department to facilitate both the wings on this floor.
6. Patient Wards, ICU - Multiple General wards and special wards for patients, ICU/HDU wards and Special Isolation rooms with necessary services, Staff areas, Lounges, Waiting, reception and Toilets for visitors.
7. Laboratory - A separate wing for Laboratory services, with Immunology, Haematology, Serology Labs and Blood bank with necessary services, Staff areas, Lounges, Waiting, reception and Toilets for visitors.

#### **Area of Circulation**

<b>Basement</b>	<b>1,510.69 m<sup>2</sup></b>
Ground Floor	3,436.23 m <sup>2</sup>
First Floor	3,774.61 m <sup>2</sup>
Second Floor	3,775.37 m <sup>2</sup>
Third Floor	1,712.26 m <sup>2</sup>
Fourth Floor	1,712.26 m <sup>2</sup>
Fifth Floor	1,712.26 m <sup>2</sup>
Total area	17,633.68 m <sup>2</sup>

### **3. Definitions**

The following definitions are added to those included in the Works Contract. The defined words and expressions are in bold letter.

**Bill of Quantities (BOQ)** is the list included in the Works Contract that was specified by the Employer in the Request for Bids (Works bidding document). which was submitted by the Contractor indicating prices.

**Commissioning Agent or CA** is the firm hired by the Construction Supervision Firm as a subcontractor to commission and verify works. executed by the Contractor, specified in this TOR.

**Completion Date** is the date of completion of the Works, certified by the Engineer.

**Construction Supervision Firm or CSF** is the person or entity who/which signed the Supervision Contract with the Employer.

**Consultant** is the expert hired to carry out the activities defined in these Terms of Reference,

**Contract** is the legally binding written agreement signed between the Employer and the Consultant.

**Contractor** is the person(s) named as contractor in the Letter of Tender of the Spanish Town Works accepted by the Employer and the legal successors in title of such person(s).

**Construction Contract or Works Contract** is the contract signed between the Employer and the Contractor to execute the Works.

**DAAB or Dispute Avoidance/Adjudication Board** means the sole member or three members (as the case may be) so named in the Contract or appointed under GCC Sub-Clause 21.1 [Constitution of the DAAB] or GCC Sub-Clause 21.2 [Failure to Appoint DAAB Member(s)].

**Defect** is any part of the Works that has not been completed according to the Works Contract.

**Design** is all the documents which include the works descriptions, technical specifications, calculations, aid-memoirs, basic studies undertaken, blueprints, and schedules, and permits to implement the Works.

**Defects Notification Period or DNP** means the period for notifying defects and/or damage in the Works under GCC Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects]. This period is calculated from the Date of Completion of the Works.

**Effective Date** is the date on which this Contract comes into force and effect pursuant to GCC Sub-Clause 11.

**Engineer** is the person appointed by the Employer to act as the Engineer for the purposes of the Works Contract and the subject of consulting services under this Terms of Reference

**Employer** is The Government of Jamaica / Ministry of Health and Wellness, executing agency that signs the Contract for the Services with the selected Consultant.

**ESHS** is Environmental, Social, Health and Safety.

**Final Payment Certificate or FPC** is the payment certificate issued by the Engineer under GCC Sub-Clause 14.13 [issue of FPC].

**Final Statement** is the Statement defined in GCC Sub-Clause 14.11.2 [Agreed Final Statement].

**Final Report** is the report issued by the Engineer one month prior to the end of the Works Contract.

**GBV/SEA** is Gender-based violence/Sexual Exploitation and Abuse.

**GCC** is General Conditions of Contract of the Works Contract. FIDIC® Conditions of Contract for Construction for Building and Engineering Works designed by the Employer. General Conditions.

**Interim Payment Certificate or IPC** is a Payment Certificate issued by the Engineer for an interim payment under GCC Sub-Clause 14.6 [Issue of /PC].

**HVAC** is Heating, Ventilation and Air Conditioning.

**Monthly Progress Report** is the report the Engineer will submit each month to MOHW for the approval of Engineer's activities with required information.

**Monthly Proposal** is the proposal the Construction Supervision Firm must present each month for the approval of the Engineer containing the proposed Consultant's activities to be performed during the following month.

**Notice** means a written communication identified as a Notice and issued in accordance with GCC Sub-Clause 1.3 [Notices and Other Communications].

**Party** is the Employer or the Contractor, as the context requires. Parties means both the Employer and the Contractor.

**PCC** is Particular Conditions of the Works Contract.

**Project** is the project of construction, installations, and equipment of the Spanish Town Hospital Works.

**Quality Management or QM System** is the system that, according to GCC Sub-clause 4.9.1 must be specifically prepared for the Works and submitted by the Contractor to the Engineer within 28 days of the Commencement Date.

**Specifications** mean minimum Works specifications that the Employer established in the Specifications & Performance Requirements of the Works Contract and any modification or addition made or approved by the Engineer.

**Statement** means a statement submitted by the Contractor as part of an application for a Payment Certificate under GCC Sub-Clause 14.3 [Application for Interim Payment], GCC Sub-Clause 14.10 [Statement at Completion] or GCC Sub-Clause 14.11 [Final Statement].

**Supervision Firm Contract or SFC** is the contract signed between the Employer and the Construction Supervision Firm to supervise the Works.

**TOR** is Terms of Reference.

**Variation** is an instruction issued by the Engineer which modifies the Works.

**Works** is all that the Works Contract requires to construct, install, repair if applicable under the Contractor sole responsibility scheme, and deliver to the Contracting Party/Employer as defined in the PCC of the Works Contract and includes permanent, final works and those with rectified defects, if that applies.

**Works Contractor** is the legal or natural person or entity who/which signed the Works Contract with the Employer to execute the Works.

#### **4. Position Summary**

The Engineer will provide oversight in the implementation of the works at the Spanish Town Hospital's as described above, and that include Architectural & Landscaping Implementation, Electrical, Mechanical & Plumbing Installations, HVAC, Sewage, Drainage & IT Installations, Medical Gases, Medical Equipment and Hospital Furniture Installations and all other works to completion.

The Engineer fulfils the project manager or contract administration role in the FIDIC Red Book under GCC Sub-Clause 3.1, He/she must be a professional engineer having suitable qualifications, experience, and competence to act, and must be fluent in English. (See full description of Qualifications and Experience in Section 7 of this TOR.)

The Consultant will have the support of the Construction Supervision Firm that includes as a subcontractor a Commissioning Agent. The Construction Supervision Firm must ensure that:

- the program of works for the various components is implemented to meet all the design requirements and according to design recommendations in the final Design report,
- all building construction is executed correctly and efficiently in a timely manner and within budget;
- quality is maintained in all aspects of building construction to relevant local and international standards with particular attention to hospital standards; and
- proper documentation is maintained.

The Consultant will be expected to be familiar with the following documents and all his/her documents must comply with the provisions of these documents:

1. The Public Health Act (Jamaica)
2. Ministry of Health Act 2006
3. Works Contract for the Spanish Town Hospital
4. Supervision Firm Contract for the Spanish Town Hospital
5. Policies for the Procurement of Goods and Works financed by the Inter-American Development Bank GN-2349-15.
6. Policies for the Selection and Contracting of Consultants financed by the Inter-American Development Bank GN-2350-15.
7. Any other document needed for completion of the services outlined in this TOR.

The Consultant will be expected to liaise and work closely with multiple agencies and stakeholders as defined in Section 7 of this Terms of Reference.

All equipment used by the Consultant must be in good working order, duly calibrated and certified.

## **5. Objectives of the Consultancy**

### **5.1 Overall Objective**

The overall objective of this consultancy is to facilitate the timely and effective implementation of the Project of Works at Spanish Town Hospital by providing technical assistance to the Ministry of Health and Wellness (MOHW)/ and the PEU in the project implementation, construction supervision and ensuring compliance with the relevant Environmental, Social, Health and Safety (ESHS) standards and the Works Contractor's Code of Conduct requirements specified in the Works Contract.

## 5.2 Specific Objectives

The specific objectives of the assignment are the following:

- Ensure that the Works Contractor implements the works at Spanish Town Hospital consistent with the terms and conditions of the Works Contract related to time, cost, quantity, and quality.
- Ensure the compliance of the Works Contractor with all the specifications of the Works Contract, standard engineering practice, and MOHW's environmental health and safety policies.
- Supervise the Construction Supervision Firm including the review of its proposals, reports, and invoices.
- With the technical assistance of the Construction Supervision Firm as well as other agencies/entities/consultants as may be required supervise the Works Contractor in the implementation of the Works Contract including but not limited to the following activities:
  - review of the Works Contractor proposals, reports and invoices related to construction progress.
  - Oversight of the Works Contractor's operational procedures, personnel, equipment, and materials used in the Works.
  - Verification that the Works Contractor's systems and equipment meet the required specifications.
  - Supervision of all tests executed by the Works Contractor, the Construction Supervision Firm and any other firm.
  - Verification that all building and supporting equipment installed by the Works Contractor are installed in accordance with the Works Contract and the manufacturer's recommendations and instructions.
  - Verification that the functional performance of the systems and equipment is in accordance with the Works Contract.
  - Verification that the operation and maintenance manuals submitted for the MOHW are complete and that detailed Operational & Maintenance (O&M) data and submittals are specified.
  - Verification of the Works Contractor's compliance with ESHS, including the Code of Conduct.
  - Verification of the functionalist and operability of systems and equipment as per the manufacturers' specifications and requirements during the Defects Notification Period and issue a notice of Defect if necessary.
- Ensure that all final technical and post occupancy reports and tests have been completed and verified in accordance with the requirements of the Supervision Firm Contract and Works Contract so as to facilitate final reception of the works by the Employer.

## 6. Scope of Work

### 6.1 General

The Consultant shall act as the Engineer on all construction activities for the Works and carry out the duties and activities of the Engineer as defined in these TOR consistent with the terms and conditions of the Works Contract the Supervision Firm Contract and with the general and specific objectives of the consultancy as outlined above.

The specific duties/responsibilities of the Consultant are outlined in sections 6.1, 6.2 and 6.3 of these Terms of Reference as follows:

### 6.2 Oversight Works Contract Implementation

The Consultant is expected to comply with all the activities and monitor the compliance of the Works Contractor according to the terms and conditions of the Works Contract as summarized in the table below:

No.	Works Contract Reference	Engineer Oversight Responsibility
1	GCC Sub-clause 3.5	Issue to the Contractor (at any time) instructions which may be necessary for the execution of the Works, all in accordance with the Works Contract.
2	GCC Sub-clause 13	In case the Engineer deems necessary, initiate a Variation by giving a Notice (describing the required change and stating any requirements for the recording of Costs) to the Contractor in accordance with Sub-Clause 3.5 [Engineer's Instructions]. The Engineer may request a proposal, before instructing a Variation, by giving a Notice (describing the proposed change) to the Contractor
3	GCC sub-clause 13.2	If the Contractor submits a written proposal according to GCC sub-clause 13.2, the Engineer shall, as soon as practicable after receiving such a proposal, respond by giving a Notice to the Contractor stating his/her consent or otherwise
4	GCC Sub-Clause 3.7	Assess and make a neutral determination when carrying out his/her duties under the GCC Sub-Clause 3.7. The Engineer shall act neutrally between the Parties and shall not be deemed to act for the Employer.
5	GCC Sub-Clause 4.9.1.	Review the QM System submitted by the Contractor. He/she may give a Notice to the Contractor stating the extent to which it does not comply with the Contract. Within 14 days after receiving this Notice, the Contractor shall revise the QM System to rectify such non-compliance. If the Engineer does not give such a Notice within 21 days of the date of submission of the QM System, the Engineer shall be deemed to have given a Notice of No-objection

6	GCC Sub-Clause 4.20.	Review the monthly progress reports submitted by the Contractor
7	GCC Sub-Clause 4.9.1	If at any time the Contractor is failing to correctly implement the QM, give a Notice to the Contractor stating the extent to which the Contractor is non-compliant
8	GCC Sub-Clause 6.9.	Ensure that the personnel of the Contractor act professionally and safely and require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative and Key Personnel (if any) if he/she incurs in any of the conditions established in the GCC Sub-Clause 6.9.
9	. GCC Sub-Clause 7.3.	After receiving a Notice from the Contractor communicating that any Materials, Plant or work is ready for inspection, and before it is to be covered up, put out of sight, or packaged for storage or transport inform to the Employer's Personnel to carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give a Notice to the Contractor that the Employer's Personnel do not require to do so.
10	GCC Sub-Clause 7.4.	After receiving a Notice from the Contractor stating the time and place for the testing specified in the Contract, other than the Tests after Completion, of any Plant, Materials, and other parts of the Works, give a Notice to the Contractor of not less than 72 hours of his/her intention to attend the tests.
11	GCC Sub-Clause 7.5.	If as a result of an examination, inspection, measurement or testing, any Plant, Materials, Contractor's design (if any) or workmanship is found to be defective or otherwise not in accordance with the Contract, give a Notice to the Contractor describing the item of Plant, Materials, design, or workmanship that has been found to be defective. The Contractor shall then promptly prepare and submit a proposal for necessary remedial work. Review this proposal and give a Notice to the Contractor stating his/her objection or No-objection. If the Engineer gives no such Notice within 14 days after receiving the Contractor's proposal (or revised proposal), the Engineer shall be deemed to have given a Notice of No-objection. If the Contractor fails to promptly submit a proposal (or revised proposal) for remedial work, or fails to carry out the proposed remedial work to which the Engineer has given (or is deemed to have given) a Notice of No-objection, the Engineer may: (a) instruct the Contractor under sub-paragraph (a) and/or (b) of Sub-Clause 7.6 [Remedial Work]; or (b) reject the Plant, Materials, Contractor's design (if any) or workmanship by giving a Notice to the Contractor, with reasons, in which case sub-paragraph (a) of Sub-Clause 11.4 [Failure to Remedy Defects] shall apply.



12	GCC Sub-Clause 7.5.	After remedying defects in any Plant, Materials, design (if any) or workmanship, requires any such items to be retested if he/she deems it is necessary
13	GCC Sub-Clause 7.6.	In addition to any previous examination, inspection, measurement or testing, or test certificate or Notice of No-objection by the Engineer, at any time before the issue of the Taking-Over Certificate for the Works, the Engineer, in case he/she deems necessary instruct the Contractor to: (a) repair or remedy (if necessary, off the Site), or remove from the Site and replace any Plant or Materials which are not in accordance with the Contract. (b) repair or remedy, or remove and re-execute, any other work which is not in accordance with the Contract; and (c) carry out any remedial work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise
14	GCC Sub-Clause 8.1.	Notify the Contractor of the Commencement Date not less than 14 days before that date
15	GCC Sub-Clause 8.3.	Review the initial programme and each revised programme submitted by the Contractor and, in case it is needed, give a Notice to the Contractor stating the extent to which it does not comply with the Contract or ceases to reflect actual progress or is otherwise inconsistent with the Contractor's obligations. If the Engineer gives no such Notice: - within 21 days after receiving the initial programme; or - within 14 days after receiving a revised programme the Engineer shall be deemed to have given a Notice of No-objection and the initial programme or revised programme (as the case may be) shall be the Programme
16	GCC Sub-Clause 8.3.	If, at any time, the Programme fails (to the extent stated) to comply with the Contract or ceases to reflect actual progress or is otherwise inconsistent with the Contractor's obligations, give a Notice to the Contractor establishing the mentioned lack of compliance or inconsistencies
17	GCC Sub-Clause 9.1	Review the proposed test programme of the Tests on Completion that must submit the Contractor not less than 42 days before the date the Contractor intends to commence the Tests on Completion. The Engineer must give a No-objection Notice or a Notice to the Contractor stating the extent to which it does not comply with the Contract. In the latter case, within 14 days after receiving this Notice, the Contractor shall revise the test programme to rectify such non-compliance. If the Engineer gives no Notice within 14 days after receiving the test programme (or revised test programme), the Engineer shall be deemed to have given a Notice of No-objection

18	GCC Sub-Clause 9.1	Review the certified report of the results of the completion tests submitted by the Contractor and give a No-objection Notice or a Notice to the Contractor stating the extent to which the results of the tests do not comply with the Contract, if the Engineer does not give such a Notice within 14 days after receiving the results of the tests, the Engineer shall be deemed to have given a Notice of No-objection
19	GCC Sub-Clause 9.1	In considering the results of the Tests on Completion, make allowances for the effect of any use of (any part of) the Works by the Employer on the performance or other characteristics of the Works
20	GCC Sub-Clause 9.3.	Require the repetition of tests if the Works, or a Section, fail to pass the Tests on Completion
21	GCC Sub-clause 9.4	Take one of following actions if the Works, or a Section, fail to pass the Tests on Completion repeated: (a) order further repetition of Tests on Completion, (b) reject the Works, (c) reject the Section, (d) issue a Taking-Over Certificate, if the Employer so requests.
22	GCC Sub-Clause 10.1.	Within 28 days after receiving the Contractor's Notice applying for a Taking-Over Certificate, take either one of the following actions: (i) issue the Taking-Over Certificate to the Contractor, or (ii) reject the application by giving a Notice to the Contractor.
23	GCC Sub-Clause 11.9.	Issue the Performance Certificate to the Contractor (with a copy to the Employer and to the DAAB) within 28 days after the latest of the expiry dates of the Defects Notification Periods, or as soon thereafter as the Contractor has: (a) supplied all the Contractor's Documents; and (b) completed and tested all the Works (including remedying any defects) in accordance with the Contract.
24	GCC Sub-clause 12.1.	Give a Notice to the Contractor, of not less than 7 days of any part of the Works that is required to be measured on site,
25	GCC Sub-Clauses 14.3 and 14.6.	After receiving a Statement of application for Interim Payment and supporting documents submitted by the Contractor, issue, within 28 days, an Interim Payment Certificate (IPC) to the Employer, with a copy to the Contractor
26	GCC Sub-Clause 14.13.	Within 28 days after receiving the Final Statement or the Partially Agreed Final Statement (as the case may be), and the discharge under GCC Sub-Clause 14.12 [Discharge], the Engineer shall issue to the Employer (with a copy to the Contractor), the Final Payment Certificate
27	Perform any other duty specified in the Works Contract, especially in the GCC.	

### 6.3 Oversight Supervision Services Contract Implementation

The Consultant is expected to comply with all the activities and monitor compliance of the Construction Supervision Firm according to the Supervision Firm Contract as summarized in the table below:

No.	SFC TOR Reference	Engineer Oversight Responsibility
28	4.3	Review the services to be provided by the SF within 5 days of receiving the Monthly Proposal.
29	4.5.1	Review the compliance with the hours and visits defined in the SFC of each expert of the Construction Supervision Firm and apply the corresponding deductions in the SF' monthly payments in case of non-compliance with any of them.
30	4.5.1	Review the substitute of the Site Engineer or the Site Inspector/Clerk of Works in case one of them can't be on site for any reason.
31	3.2 and 4.5.5	Review additional tests proposed by the Construction Supervision Firm in case he/she deems it is necessary for verification or quality control or because the test is not included in the Works Contract as a Contractor obligation. These tests must be paid using that Provisional Sum.
32	4.7.1	Review the Supervision Plan of the Construction Supervision Firm including internal work procedures to provide the administration and supervision services of the Project.
33	4.7.1	Review the Commissioning and Verification Plan including a comprehensive start-up and initial systems checkout plan submitted by the Construction Supervision Firm
34	4.7.1	Identify the Commissioning Team and be a member of it.
35	4.7.1	Review the report models, submitted by the Construction Supervision Firm, to be delivered by each expert, including the CA' Experts about the development of his/her works.
36	4.7.2	In the event that the Construction Supervision Firm determines the need to update the Works program and/or the flow of payments and notify him/her, order the Works Contractor to update it.
37	4.7.2	Review the technical reports, submitted by the Construction Supervision Firm, regarding: <ul style="list-style-type: none"> <li>i) the quantities of works actually executed by the Works Contractor,</li> <li>ii) compliance with the technical and quality specifications of the materials and construction processes, and</li> <li>iii) the physical-financial progress of the Works.</li> </ul>

38	4.7.2	Review the Construction Supervision Firm's recommendation about the estimates of Works made and the payment certificates presented by the Works Contractor, in accordance with the Bill of Quantities and the Works program
39	4.7.2	Verify the numbers of additional hours applied by the SF's Experts comparing them with the ones requested in the Monthly Proposal and approved
40	4.7.2	Review the information and technical reports submitted by the Construction Supervision Firm concerning the compliance of the Works Contractor with the Works Contract and about any breaches incurred by the Works Contractor, as stipulated in the Works Contract, and deliver to the Works Contractor the needed instructions and the information to the Employer, so that if it is applicable, it can initiate procedures for the application of any withholdings or fines that correspond in accordance with the provisions of the Works Contract
41	4.7.2	Review the requests submitted by the Works Contractor, for the approval of extensions or Variations of the term of the Works Contract, payments for additional works, possible claims, and any other potential changes to the Works Contract.
42	4.7.2	Prepare, with the advice of the Construction Supervision Firm, instructions to the Works Contractor concerning extensions or Variations of the term of the Works Contract, payments for additional works, possible claims, and any other potential changes to the Works Contract.
43	4.7.2	Monitor and address/solve hazards and incidents given in most cases to the close proximity of the Works to existing facilities, sewage mains, active electricity, water, and power mains. Develop, with the advice of the Construction Supervision Firm, incident management plans to restore service to affected person/facilities within 10 hours in the event of damage to active components of the existing health facilities or networks. Adequate investigations should be conducted in collaboration with the Works Contractor to ensure that such disruptions are minimized.
44	4.7.2	Always keep the community well informed about the interventions. Where works will affect stakeholders and residents, convene community meetings prior to the works to engage all potentially affected persons and agencies, to inform them of such works and to address their concerns. Ensure that Works Contractor implement all reasonable measures to mitigate the negative impacts of such works.

45	4.7.2	Ensure minimum disruption of services to customers during the implementation of the project, particularly during construction activities and commissioning of works, and ensure coordination between the Works Contractor and the MOHW, including the Regional Health Authority Operations & Maintenance Department. Ensure that any relocation plan is vetted prior to implementation
46	4.7.2	Conduct progress review meetings to be done at least once monthly or as requested by him/her. Conduct quarterly stakeholders' meetings to be held. Exchange information to ensure that stakeholders are fully informed on the progress of the program.
47	4.7.2	Review any value engineering proposal presented by the Works Contractor, in order to determine if it represents an integral benefit for the development of the Project. SFC Contract Section
48	4.7.2	Determine if any additional works are required to guarantee the functionality and safety of the Project
49	4.7.2	In the event of detecting possible delays in the final delivery of the Works, request the Works Contractor to develop a strategic plan to avoid possible delays. Review the Works Contractor strategic plan.
50	4.7.2	If any object of historical interest is discovered in the works area, give instructions about how to proceed.
51	4.7.2	Ensure the compliance with occupational safety regulations and the Code of Conduct by the Works Contractor's personnel and subcontractors', during the execution of the Works
52	4.7.2	Review any activity that is required to carry out the adequate supervision of the Works Contract recommended by the Construction Supervision Firm
53	4.7.2	Conduct kick-off meeting early in the construction phase to review commissioning activities and responsibilities with all parties involved.
54	4.7.2	Review the Pre-functional Checklists and Functional Test procedures to be delivered by the Construction Supervision Firm
55	4.7.2	Review the recommendation to inform the Works Contractor and PEU/MOHW of deficiencies in procedures or results, recommending solutions delivered by the Commissioning Agent through the Construction Supervision Firm.
56	4.7.3	Review the dates, delivered by the Construction Supervision Firm, for the tests of the electromechanical systems that are defined in the Works Contract

57	4.7.3	Review the Final Technical Report delivered by the Construction Supervision Firm prior to the final reception of the Works, that indicates the pertinent SF's observations and recommendations
58	4.7.3	Review the "as built" plans presented by the Works Contractor
59		Perform the visits made with the representatives of the Works Contractor for the final reception of the Works
60	4.7.3	Review the functional tests performed by the Works' Contractor(s).
61	4.7.3	Review the Final Commissioning Report and the Recommissioning Manual
62	4.7.4	Perform an On-site review: 6 months after Date of Completion
63	4.7.4	Perform an On-site review before the end of the Defects Notification Period
64	4.7.5	Review the Works Contractor's Environmental and Social Management Plan (C-ESMP), including all updates and revisions (not less than once every 6 months).
65	4.7.5	Review ESHS provisions of method statements, implementation plans, GBV/SEA prevention and response action plan, drawings, proposals, schedules, and all relevant Works Contractor's documents
66	4.7.5	Review and consider the ESHS risks and impacts of any design change proposal and advise if there are implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements
67	4.7.5	Undertake audits, supervisions and/or inspections of any sites where the Works Contractor is undertaking activities related to the Works, to verify the Works Contractor's compliance with ESHS requirements including its GBV/SEA obligations, with and without Works Contractor and/or Employer relevant representatives, as necessary, but not less than once per month
68	4.7.5	Undertake audits and inspections of Works Contractor's accident logs, community liaison records, monitoring findings and other ESHS related documentation, as necessary, to confirm the Works Contractor's compliance with ESHS requirements
69	4.7.5	Define remedial action/s and their timeframe for implementation in the event of a noncompliance with the Works Contractor's ESHS obligations
70	4.7.5	Ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ESHS obligations

71	4.7.5	Verify that the Works Contractor’s actual reporting (content and timeliness) is in accordance with the Works Contractor’s contractual obligations
72	4.7.5	Review and critique, in a timely manner, the Works Contractor’s ESHS documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation
73	4.7.5	Undertake liaison periodically and as necessary, with project stakeholders to identify and discuss any actual or potential ESHS issues and challenges.
74	4.7.4	Establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g., of those reporting allegations of GBV/SEA
75	4.7.4	Ensure any GBV/SEA instances and complaints that come to his/her attention are registered in the grievance redress mechanism
76	Perform any other duty specified in the SCF Contract, especially in Section 4.7	

#### **6.4 Pre- During and Post-Construction Activities**

In tandem with the contractual oversight responsibilities outlined in sections 6.2 and 6.3 of this Terms of Reference, the Consultant’s scope of works shall also include the following activities which shall be carried out with the technical advice and assistance of the Construction Supervision Firm and/or any other agency/entity/consultant as may be deemed appropriate by the Employer.

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

1. Ensure that all designs produced by the Design Firm (DF) are in accordance with the requirements for completeness, accuracy, constructability, and compliance to requirements of the International Building Code (IBC) 2018 and prevalent life safety codes.
2. Liaise and communicate with the stakeholders/beneficiaries of the Project to ensure smooth implementation at the site.
3. Recommend solutions for project implementation based on site assessments.

##### **During Construction**

4. Ensure that all works comply with the agreed schedule and budget, quantity and quality, terms and conditions of the contracts, standard engineering practice, and MOHW’s construction and environmental safeguards policies and procedures.
5. Identify hazards for the design and construction stages. This must comprise procedural risks, environmental risks, technical and quality risks, risk of cost overrun, risk of delays, risk to third parties, etc. Assess the likelihood of these risks and the potential consequences. Identify possible mitigation measures and proactively and continuously seek to manage and reduce/eliminate hazards/risks.

6. Where necessary, require the Works Contractor to provide and maintain at their own cost all lights, guards, fencing, warning signs and watching, for the protection of the Works or for the safety and convenience of the public or others.
7. Receive and review Works contractor's and Construction Supervision Firm's reports and invoices etc.
8. Closely monitor and supervise the progress of projects/works and provide status reports, conduct risk assessments, propose remedial action as required and monitor budget expenditure.
9. Advise MOHW/PEU on compliance by the Contractor with respect to sub-contracting, as specified in the Works Contract.
10. Report on the Works Contractor's control of the progress of the Works to ensure completion of the Works within the time established in accordance with the Works Contract.
11. If for any cause other than those listed in the Works Contract, the rate of progress of the Works or any section is at any time not consistent with the schedule for the completion of the Works or any section by the completion date, instruct the Works Contractor in accordance with the General Conditions of Contract in writing with a copy to MOHW/PEU.
12. Authorize any reasonable request by the Works Contractor to work outside agreed time windows (e.g., at night or on locally recognized holidays) to expedite progress to comply with the completion date for the Works or any Section.
13. Convene formal monthly meetings with Project participants and other relevant parties. These meetings must have a formal agenda and minutes.
14. Check the provision of all necessary insurance, performance securities and warranties and other relevant contract documentation.
15. Conduct regular visits to the project site and report on the progress to the MOHW/PEU and with project stakeholders on day-to-day implementation of the Works Contractor activities.
16. Inform MOHW/ PEU if there are any difficulties in obtaining a fully particularized QM System in the form required by the Engineer. Carry out necessary oversight to ensure that the Contractors maintain an effective and sufficient quality assurance procedure for the Works and monitor its operation.
17. Notify MOHW/ PEU if there is any failure of tests or inspection and if such failure is anticipated to cause delay to the completion date or other material adverse consequence; advise on further tests required and arrange that the Contractor carry out necessary rectification.
18. Carry out oversight inspection of the Works being executed by the Works Contractor to provide assurance as to the quality and standards of the materials and workmanship, and compliance with the Specifications, Design, the QM System, and any agreed amendment thereto.
19. Verify that independent testing of the materials or plant to be supplied under the Works Contract as is required by it has been or is to be carried out in accordance with such requirements.
20. Review and approve practical procedures developed by the Works Contractor for giving notice for any examination which may be required before the Contractor can cover up or put out of view any part of the Works. In accordance with such procedures, and the approved QM System, examine where appropriate and check any part of the Works which



is about to be covered or put out of view; notify and advise MOHW/ PEU if any material defects are discovered and monitor the remedying of same.

21. Request the Works Contractor to make available for review copies of all test results within a reasonable time of the test being carried out.
22. Through oversight of the Works Contractor operations, or through on-site inspection, determine if any materials or plant are, or are likely to be, defective or otherwise not in accordance with the Works Contract, and reject such materials or plant.
23. Review and implement (if necessary) any reasonable requirement by the MOHW/ PEU of inspection, testing of plant, goods or materials found to be defective pursuant to the Works Contract or where it has reasonable ground for suspecting the existence of a defect or defects. Carry out any such inspection and arrange such testing on behalf of the MOHW/ PEU in accordance with the Works Contract.
24. Afford full opportunity for the MOHW/ PEU to ask for and to be present when examining and measuring any part of the Works which is about to be covered up or put out of view and examining foundations before any part of the Works is placed thereon. Give reasonable prior notice to the MOHW/ PEU whenever such part of the Works or foundations is ready for such examination.
25. Carry out, when requested by MOHW/ PEU such other inspections, supervision of testing on-site or procure the carrying out by the Works Contractor of such tests and supervise the same and carry out such other acceptance procedures or arrangements with the relevant authorities.
26. Supervise factory inspections, all installation work at the sites and commissioning/testing of Project components.  
Monitor/verify that the Works Contractor gives the details and notices that are required under the Works Contract relating to any delay and forward such details and notices to MOHW/ PEU.
27. Notify MOHW/ PEU immediately if a Contractor fails to complete any Section within the applicable Completion Date or appears likely so to fail.
28. Advise MOHW/ PEU on any difficulties that may arise generally in connection with the execution of the Works.
29. Receive notice of the intention of the Works Contractor to claim any additional payment within the time stipulated in the FIDIC General Conditions of Contract and adopt the stipulated process for claim resolution and notify MOHW/ PEU thereof.
30. Upon the request of the Works Contractor and in concert with the Construction Supervision Firm discuss the delay, the reasons therefore, determine and notify the Contractor of any extension of time and any amendments to any of the milestone and payment. Where the delay has been caused by any of the causes referred to in the Works Contract or where an extension of time has been granted, consult with the Contractor on behalf of MOHW/ PEU, and send to MOHW/ PEU for its review, such revisions to the programme, milestone, and payment which the Contractor considers necessary in consequence of any such delay or extension of time.
31. Work with MOHW/ PEU and the Contractor to establish the Dispute Avoidance/Adjudication Board (DAAB), as required under the GCC, and follow up all requisite processes in addressing the Contractor claims.

32. Notify MOHW/ PEU immediately if the Contractor is failing to comply with its obligations under the Works Contract. Discuss with MOHW/ PEU possible remedies and advise on the rights and obligations of the parties under the Contract.  
If any dispute or difference is referred to arbitration, assist MOHW/ PEU generally in respect of such arbitration provided always that the Engineer will not be required to act improperly or contrary to his obligations as the Engineer under the Contract
33. If necessary and taking into consideration any advice that may be given by the DAAB) prepare a case for the application of Delay damages or a claim against the Performance Guarantee or any other instrument as may be stipulated in the Works Contract where the Contractor has failed to perform.
34. In the event of receipt of a notice of claim from the Contractor, immediately thereafter, the Consultant will notify and copy the notice to MOHW/ PEU. Promptly after receipt of a contractor's claim, provide MOHW/ PEU with an assessment of the preliminary conclusions about the potential outcome of the claim.
35. Require the Works Contractor to copy to MOHW/ PEU all accounts sent about the Contractor's claim.
36. Prior to certification of any payment to the Works Contractor in relation to a Contractor's claim, the Consultant will have consulted with MOHW/ PEU on the grounds on which the Consultant intends to certify the payment. The Consultant will provide MOHW/ PEU with any particulars to enable MOHW/ PEU to establish its position with regard to the Engineer's certificate.
37. Unless, in the opinion of the Consultant, an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Consultant will provide a preliminary report to MOHW/ PEU on any prospective variation, outlining the basis for the Consultant's valuation of the variation, including but not limited to the following:
  - a. The Consultant's opinion on the extent, if any, of applicability to the varied Works of the rates and prices set out in the Works Contract; when expressing an opinion, the Consultant will take into account the actual or expected currencies of cost (and the proportions thereof) of the inputs of the varied work without regard to the proportions of various currencies set out in the Works Contract.
  - b. The quantity and the value of the varied Works that can be determined using the rates and prices set out in the Works Contract.
  - c. The quantity and the Consultant's estimate of the value of the varied Works, which can be determined using the rates and prices set out in the Works Contract as the basis for valuation. The Consultant will provide a detailed breakdown of the rates and prices set out in the Works Contract and identify the price components that the Consultant used or intends to use for the valuation of the varied works.
  - d. The quantity and the Consultant's estimate of the value of the varied Works, which can only be determined using the rates and prices agreed or to be agreed upon between the Consultant and the Contractor. The Consultant will provide to MOHW/ PEU with an appropriate justification of the basis for the agreement.
38. In case of a variation, the Consultant will follow the procedures and conditions stipulated within the GCC; however, in the event that MOHW/ PEU orders changes to the approved Design, and if the compliance with such order has, in the opinion of the Engineer, materially delayed or is potentially likely to delay the completion date for the Works or

any Section, determine the extension of time and the additional payment to which the Contractor will be entitled in accordance with the terms of the Works Contract.

39. If in the Engineer's opinion, a suspension is required, consult with, and seek the approval of MOHW/ PEU. After receiving their approval to issue a suspension, the Consultant will follow the procedures and conditions established in the GCC.
40. If any urgent remedial work is necessary, act in accordance with the Works Contract, and otherwise advise MOHW/ PEU on carrying out the same by the Contractor or, if impossible to do so, discuss such failure with MOHW/ PEU.
41. In the event of termination, provide advice and assistance in connection with the departure of the Contractor from the site and the assignment of the benefit of any agreement for the supply of goods, materials, services and/or execution of any works.

As soon as may be practicable after the entry into force of termination by MOHW/PEU in accordance with the Works Contract, adopt the procedures and conditions stipulated in the GCC.

### **Defects Notification Period**

The Consultant will provide oversight of all activities performed by the Defects Notification Period Team of the Construction Supervision Firm and which are summarized as follows:

1. During all the DNP: review the operation and maintenance of all the equipment commissioned and verify that the functional performance of all the facilities is in accordance with the Contract, complying with the hours and visits specified in table VII.4.
2. On-Site Review: 6 months after Date of Completion conduct on-site review with the Engineer and MOHW's staff, that includes:
  - a. Review the current facility operation and condition of outstanding issues related to the original and seasonal commissioning.
  - b. Interview staff to identify problems or concerns they might have during the operation of the facility as originally intended.
  - c. Make suggestions for improvements and for recording these changes in the O&M manuals.
  - d. Identify areas of concern that are still under warranty or are the responsibility of the Works Contractor.
  - e. Assist facility staff in developing reports, documents, and requests for services to remedy outstanding problems.
3. On site Review: Before the end of the Defects Notification Period conduct on-site review with the Construction Supervision Firm and MOHW's staff, that includes sections (a) to (e) of activity 1 above and the draft of the Final Post Occupancy Report.

### **6.5 Environmental Safety and Health System (ESHS)**

The Consultant is expected to provide oversight with respect to the activities of the Construction Supervision Firm related to environmental health and safety which are stipulated in the Terms of Reference attached to the Construction Supervision Firm contract and which are summarized below:

1. Review and approve the Works Contractor's Environment and Social Management Plan (C-ESMP), including all updates and revisions (not less than once every 6 months).
2. Review and approve ESHS provisions of method statements, implementation plans, GBV/SEA prevention and response action plan, drawings, proposals, schedules, and all relevant Works Contractor's documents.
3. Review and consider the ESHS risks and impacts of any design change proposal and advise if there are implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements.
4. Undertake audits, supervisions and/or inspections of any sites where the Works Contractor is undertaking activities related to the Works, to verify the Works Contractor's compliance with ESHS requirements including its GBV/SEA obligations, with and without Works Contractor and/or Employer relevant representatives, as necessary, but not less than once per month.
5. Undertake audits and inspections of Works Contractor's accident logs, community liaison records, monitoring findings and other ESHS related documentation, as necessary, to confirm the Works Contractor's compliance with ESHS requirements.
6. Agree remedial action/s and their timeframe for implementation in the event of a noncompliance with the Works Contractor's ESHS obligations.
7. Ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ESHS obligations.
8. Verify that the Works Contractor's actual reporting (content and timeliness) is in accordance with the Works Contractor's contractual obligations.
9. Review and critique, in a timely manner, the Works Contractor's ESHS documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation.
10. Undertake liaison periodically and as necessary, with project stakeholders to identify and discuss any actual or potential ESHS issues and challenges.
11. Establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of GBV/SEA.
12. Ensure any GBV/SEA instances and complaints that come to the attention of the Consultant are registered in the grievance redress mechanism.

The Consultant must observe during the supervision the specifications of the Environmental, social, health and safety requirements that are included in Annex VI.3 of the section VI (Work Requirements) and the minimum requirements for the Bidder's Code of Conduct included in Annex VI.4 of the section VI (Work Requirements). Both annexes are included in Section VI of the RFB for Spanish Town Hospital's Works and are included in the Works Contract.

## 7. Qualifications and Experience

### Qualifications

- University degree (at least Masters) in civil engineering or Construction Management
- Registration with Jamaica Professional Engineers Registration Board or equivalent
- Proficiency in the use of Project Management Software would be considered an asset.
- Familiarity with the following documents/systems would be considered advantageous.
  - IDB's policies and standard bidding documents.
  - FIDIC Red book and others FIDIC books.
  - Jamaica legislation concerning construction, financial, accounting and disbursement issues.
  - Building Information Modelling Systems (BIM) (3D-6D)
  - Engineering Product Data Management software (EPDM).
  - Jamaica Building Code 2018.
  - (IBC) International Building code 2018.
  - ASHRAE Guidelines 1.1.
  - CSI/CSC MF – Master format: 2016.
  - FGI Guidelines & Joint Commission.
  - LEED v4 Building and Construction.
  - International Energy Conservation Code (IECC).
  - (EGDE) Building Certification.
- Fluency in the English language.

### Experience

- Minimum 10 years' professional and management working experience with construction projects similar to the Spanish Town Hospital Works
- Minimum 3 years' experience in managing/supervising construction projects in the Latin-American & Caribbean region:
- Professional post-graduation experience in construction/supervision and works contract administration in the health sector would be considered an asset.
- Experience in collaborating effectively with all key stakeholders during the different stages of construction process.
- Experience in the procurement, installation, and commissioning of mechanical, electrical, plumbing, HVAC, and other building systems.
- Experience in works execution/supervision with IDB.FIDIC conditions of contract is considered an advantage.
- ~~• Experience in the drafting of technical specifications and bill of quantities for buildings construction/renovation works would be considered an asset.~~

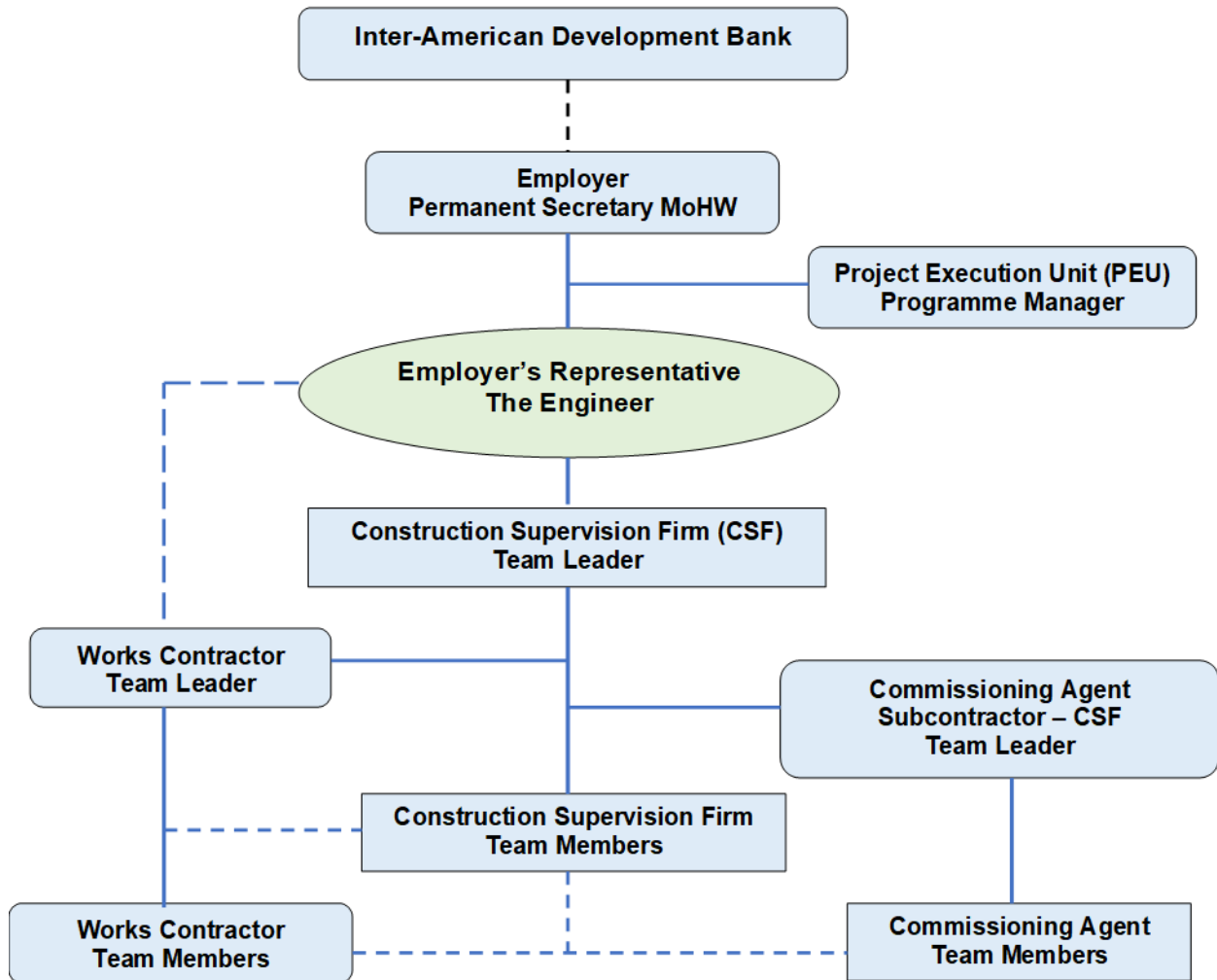
## 8. Characteristics of the Assignment

### 8.1 Contract Details

<b>Contract Type</b>	<b>Services contract</b>
Contract Duration:	One Year (renewable)
Contract Administration	The services contract will be administered by the PEU on behalf of the Permanent Secretary MOHW
Contract Payments:	Payments made through the MOHW based on the deliverables identified in Section 8.2 of this Terms of Reference
Supervision and Reporting	<p>The Consultant is ultimately responsible to the Permanent Secretary, Ministry of Health and Wellness but will report directly on a day-to-day operational basis to the Programme Manager PEU who acts as the PS's representative for the implementation and who will oversee the efforts of the Consultant on behalf of the Permanent Secretary</p> <p>The Consultant will also work closely with the relevant officers of the MOHW, Regional Health Authorities, IDB, EU Delegation to Jamaica and other stakeholders that include but are not limited to:            National Environmental Planning Agency (NEPA);            National Water Commission (NWC);            Jamaica Public Service Co. Ltd. (JPS);            National Works Agency (NWA);            Municipal/Parish Council(s); and            Any other such entities that are essential for successful completion of the project.</p>

The indicative organizational arrangements for construction management at Spanish Town Hospital are illustration in the Figure below:

**INDICATIVE ORGANIZATION CHART  
CONSTRUCTION MANAGEMENT – SPANISH TOWN HOSPITAL**



The final organizational arrangements will be confirmed by the Employer at the commencement date for this contract.

**8.2 Reports and Deliverables**

The Consultant will prepare an Inception Report, Monthly Progress Reports, Quarterly and Final Reports as well as an Exit Plan/Strategy to be delivered to MOHW/PEU and the IDB.

The Consultant shall prepare four hard copies of all reports/deliverables which shall be delivered as follows:

MOHW/PEU: 2 copies

IDB: 2 copies

In addition to the hard copies, the reports shall be provided electronically in editable version of Microsoft Word and Excel and PDF formats to all parties.

The figure below summarizes the reports/deliverables required under these Terms of Reference:

No.	Deliverable	Due Date
1	Inception Report	4 weeks from the date of contract commencement
2	Monthly Progress Reports	7 days after the end calendar month
3	Quarterly Reports	15 days after the conclusion of each quarter
4	Exit Strategy/Plan	3 months before the conclusion of the contract
5	Draft Final Report	1 month before the conclusion of the contract
6	Final Report on all the activities carried out during the contract period	Within 2 weeks of receipt of comments on the Draft Final Report from the Employer

The time for revision and comments by the PEU and IDB is two weeks from the date of submission of the draft version of the deliverable applicable for the Inception Report Monthly Report, , Draft Final Report and Exit Plan/Strategy Report.

### **Inception Report**

Not later than in four weeks upon commencement of rendering the services the Consultant will prepare and submit the Inception Report.

This report will include the information about the status of the Project preparation and implementation, the Consultant’s assessment of effectiveness of the IDB Loan Agreement and EU Grant, revised overall procurement plan and contracting strategy, as well as an assessment of resources that will be required for the implementation of the project.

The expected Project implementation schedule corrected in accordance with the realistic status will be attached to the report, as well as the Consultant’s work schedule for the next quarter.

### **Monthly Progress Reports**

The Engineer will prepare and submit to MOHW/PEU Monthly Progress Reports. The first report will cover the period up to the end of the first calendar month following the commencement date of the Works Contract.

At the commencement of this contract, the Employer in concert with the IDB will confirm the format and content of Monthly Progress Reports and the Employer will so advise the Consultant. However, at a minimum each Monthly Progress Report will include:



- 1) Brief summary of any events or circumstances which, in the Engineer's opinion, may create sufficient grounds for any time, claim and/or cost overrun under the Works Contract and the Engineer's recommendation of the measures being (or to be) adopted to overcome such events or circumstances and the contractual basis thereof.
- 2) Comparison, in the form of a chart, showing the Contractors' original cumulative cash-flow estimate, in monthly periods, of all payments to which the Contractor will be entitled under the Works Contract and the actual payments certified by the Engineer up to the end of the reporting period. In the event of the cumulative amount of the actual monthly payment certificates being lower than the Contractors' estimates, the Engineer will accompany the chart with a supporting report and provide:
  - Details of any events or circumstances that have caused the discrepancy.
  - Assessment of the significance of such events or circumstances, including the Engineer's opinion on whether these may jeopardize the completion in accordance with the Works Contract.
  - Report on the mitigation measures being (or to be) adopted to overcome delays in respect of each event or circumstances and the contractual basis thereof.
- 3) Comparison of the actual percentage completion of delivery compared with the planned for each critical path item identified in the Works Programme/Schedule; where any delivery is behind schedule, the Engineer will comment on the likely consequences and state the remedial action being (or to be) taken.
- 4) 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,
- 5) Information about the use of provisional sums and an appropriate justification thereof.
- 6) Photographs showing the status of progress on the site.
- 7) List of new quality assurance documents reports on test results and certificates of materials.
- 8) Safety statistics, as provided by the contractors, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
- 9) List of all Notices, consents, approvals, certificates, or determinations given or issued by the Engineer within the reported period, annexing them to the report..
- 10) List of all the documents submitted by the Works Contractor or the Construction Supervision Firm within the reported period annexing them to the Monthly Progress Report.
- 11) Other information, as may be required by MOHW/PEU.

## **Quarterly Reports**

Throughout the entire period of this service contract the Consultant shall submit Quarterly Reports by the fifteenth day of the following quarter. Each report will show events and progress for the Consultant's activities as per these Terms of Reference The report shall show events and progress of the Works for the previous quarter.

The format of quarterly reports shall be agreed by the MOHW/PEU and the IDB and shall include, but not be limited to, the following:

- chart and description of works and goods of each stage: production, transportation, construction, installation, testing, commissioning, guarantee test and acceptance.
- cash flow forecast.
- comparisons of actual and planned progress including percentage completion achieved for each activity included in the BOQ.
- details of any aspects which may jeopardize the completion in accordance with the Works Contract, and the measures being (or to be) adopted to overcome such aspects.
- copies of the assurance documents, test results and certificates of materials.
- safety statistics, including details of any hazardous incidents and activities relating to environmental and social aspects and public relations.
- update on implementation status of ESHS including progress, risks challenges and mitigation measures to address the identified risks/challenges.
- any major changes in the project design and/or capacity that represent a material change to the originally approved project. Any such cases must be brought to the attention of the Employer and the IDB.
- other information as relevant.

### **Exit Strategy**

Three months before the end of the assignment, the Consultant will develop an exit strategy/plan

For the purposes of these Terms of Reference an exit strategy/plan is defined as a planned approach in which the Employer/implementing organization and all affected stakeholders (IDB, EU, other government agencies, local government, community organizations) plan for the handing over of the project management after completion.

The key features of an exit strategy/plan include:

- Intervention/actions/activities
- Actors (who will implement/manage what)?
- Timelines (when will be done)
- Resources needed (financial, human, material)
- Source of resources (who will provide human and financial resources)
- **Monitoring and Evaluation (what and when)?**
- Who will monitor the activities.
- Other challenges and how they can be addressed.

The format and content of the Exit Strategy/Plan will be confirmed by the Employer in concert with the Inter-American Development Bank and the Consultant will be so advised by the Employer.

## **Final Report**

The Consultant will prepare a draft of the Final Report one month prior to the end of the Contract and submit it to MOHW/PEU with a copy to the IDB. The Final Report will be a review of all Consultants' tasks, the level to which they were fulfilled and will include all necessary conclusions and the final ESHS implementation progress update. Within two weeks of receipt of MOHW/PEU' and IDB's comments and suggestions, the Consultant shall prepare the final version of the report.

