TERMS OF REFERENCE FOR SUPERVISION OF WORKS

SAVA AND DRINA RIVERS CORRIDORS INTEGRATED DEVELOPMENT PROGRAM / REPUBLIC OF SERBIA/MINISTRY OF AGRICULTURE, FORESTRY AND WATER MANAGEMENT/DIRECTORATE FOR WATER November 2021

Table of Contents

[**1.** **BACKGROUND** 2](#_Toc84504548)

[**2.** **OBJECTIVE OF THE ASSINGMENT** 3](#_Toc84504549)

[**3.** **SCOPE OF SERVICES, TASKS AND EXPECTED DELIVERABLES** 5](#_Toc84504550)

[**4.** **TEAM COMPOSITION AND QUALIFICATION REQUIIREMENTS FOR THE KEY EXPERTS** 10](#_Toc84504551)

[**5.** **REPORTING REQUIREMENTS** 12](#_Toc84504552)

TERMS OF REFERENCE FOR SUPERVISION OF WORKS UNDER SAVA AND DRINA RIVERS CORRIDORS INTEGRATED DEVELOPMENT PROGRAM

1. **BACKGROUND**

The Republic of Serbia has received financing from the World Bank towards the cost of the Sava and Drina Rivers Corridors Integrated Development Program, and intends to apply part of proceeds for financing consultancy services for supervision of works to support flood protection and environmental management of the Sava and the Drina River Corridors.

The Ministry of Agriculture, Forestry and Water Management – the Directorate for Water will be responsible for works on flood protection under two components of the Program:

Component 1: Integrated Management and Development of the Sava River Corridor – this component will finance investments in renovations and upgrading of flood protection infrastructure to address the increasing risk of flooding due to climate change. These activities will reduce the risks and impacts of floods, thereby increasing the resilience to climate change – related threats.

Component 2: Integrated Management and Development of the Drina River Corridor – this component will support multipurpose investments along the Drina River to reduce the risk of a potential impact of floods. This component will facilitate the implementation actions, management measures, and investments identified by the Drina Strategic Action Plan prepared under Western Balkans GEF-SCCF Drina River basin Management Project and investments identified through the ESAP Integrated Water and Hydropower Development Project. The above measures will contribute to increased resilience to floods and droughts.

1. **OBJECTIVE OF THE ASSINGMENT**

The Directorate for Water intends to engage a suitably qualified consultancy firm to provide services for supervision of works and goods packages identified under Components 1 and 2, for rehabilitation of the flood protection structures and drainage control systems in Republic of Serbia.

The objective of the assignment is to provide full administration of the contracts, monitor the construction works and certify payments – fulfilling the roles of the Project Manager/Engineer – and all other duties and responsibilities as defined in small works contract[[1]](#footnote-1). It is the responsibility of the consultant to provide services which support the quality, cost and time control conditions of contract – acting on behalf of the Ministry of Agriculture, Forestry and Water Management – Directorate for Water (herein and after called Employer) to help ensure that the works are carried out in full compliance with the contract, applicable laws of the Republic of Serbia and in accordance with applicable World Bank’s policies and procedures.

Services should be carried out in cooperation and coordination with the Employer and the Consultant shall have no authority to relieve the Contractor(s) of any of his duties and obligations under the Contract. Neither work entailing delays nor any extra payments by the Employer shall be ordered by the Consultant without the authority of the Employer.

The Consultant’s staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.

The proposed rehabilitation and reconstruction works focus on damaged and critical sections including flood protection dikes/levees and retention systems, cleaning and restoration of drainage canals, and possible refurbishment of pump stations. The proposed investment concentrate on areas known to be vulnerable and affected by flooding, in order to reduce the risk of future flooding and further devastating, social and economic impacts. Works will contribute to operational improvement of the flood protection system and thus enable improved protection of human settlements and key economic activities from impacts of flooding along the Sava and Drina rivers.

A list of investments, in the value of 29.200.000,00 EUR have been identified by the Directorate for Water, developed in close cooperation with the Public Water Management Companies (PWMC) (see table 1 below). An indicative implementation schedule for the works is presented in Table 1. Whilst this schedule may be subject of change, it should be considered the basis for the Consultant to estimate the resource required to carry out the scope of services defined herein.

Table 1. Indicative list of investments to be supervised by the Construction Supervision Consultant

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Responsibility (PWMC) | Contract/Description | Cost estimate (EUR) | Contact period |
| 1 | Vode Vojvodine | Rehabilitation of left Sava Riverbank in Jarak | 8.500.000,00 | 25 months |
| 2 | Srbijavode | Rehabilitation of the left bank of the Lim river from the hospital to the new bridge in the municipality of Priboj | 3.100.000,00 | 16 months |
| 3 | Srbijavode | River training of the Grabovica River through Sjenica settlement in the length of 500 meters, downstream from the existing regulation | 1.000.000,00 | 10 months |
| 4 | Srbijavode | Construction of a warehouse for flood protection equipement in Surcin | 1.400.000,00 | 8 months |
| 5 | Srbijavode | River training works in Koceljeva Municipality from km 0+030 to km 0+710 | 1.400.000,00 | 8 months |
| 6 | Srbijavode | Protection of Zaluge settlement from the Lim river high waters from km 69+741 to km 72+741 | 2.700.000,00 | 16 months |
| 7 | Vode Vojvodine | Embankment stabilization of left Sava River dyke in Popova Bara | 6.300.000,00 | 24 months |
| 8 | Srbijavode | Protection of Brodarevo settlement from the Lim River high waters, km 96+026 to km 98+026 | 2.400.000,00 | 16 months |
| 9 | Vode Vojvodine | Rehabilitation of left Sava dyke in Klenak for flood protection | 400.000,00 | 8 months |
| 10 | Vode Vojvodine | Raising Sava River dykes at Sremska Mitrovica (left dyke) and/or Macvanska Mitrovica (right dyke) for flood protection in Serbia | 2.000.000 | 8 months |
|  | Sub-total |  | 29.200.000,00 |  |

1. **SCOPE OF SERVICES, TASKS AND EXPECTED DELIVERABLES**

The responsibility of the Consultant is to provide full administration of the contracts, monitor the construction works (with respect to quality and time/progress controls), monitor environmental and social aspects of contracts’ implementation and certify payments.

This will be done by a Project Manager, the Deputy Project Managers/Resident Engineers, Environmental and Social Safeguard Specialists and/or independent inspectors appointed to inspect and/or test items of materials and works.

The Project Manager shall nominate his/her Deputy for each contract for works that will be supervised, in writing. This nomination will state duties and authorities delegated to the Deputy Project Manager/Resident Engineer, in line with duties and responsibilities of the Deputy Project Manager/Resident Engineer defined by this Terms of Reference. The delegation shall not take effect until copies have been received by the Employer and the Contractor.

RESPONSIBILIITES TO THE PROJECT MANAGER

The Consultancy firm selected under this procurement will be appointed and defined in the Woks contract as the Project Manager. The firm shall carry out all relevant responsibilities of the Project Manager under the contracts that are, but not limited to:

1. Authorization of the Contractor to engage sub-contractors
2. Approving replacement of any of the Contractor’s key personnel
3. Checking, prior to Employer’s approval advance payment guarantees, performance guarantees, retention money guarantees as well as their extension, if needed.
4. Approving the Contractor’s insurances
5. Clarification of any queries of the contract data to the Contractor
6. Approving the Contractor’s program and updates
7. Extending the dates for completion of works if warranted by the occurrence of unforeseen events or by the issurance of changes to the contract
8. Attending Management Meetings and recording the proceedings thereof
9. Responding to requests for contract changes as made by either the Contractor of the Employer
10. Checking the Contractor’s work, notifying the Contractor of any defects found and requesting additional testing as considered necessary
11. Assessing quotations provided by the Contractor for carrying out variations and instructing variations
12. Checking the Contractor’s monthly statements and certifying the amounts due to be paid by the Contractor
13. Determining the justification for Emergency Works and insurance of Works Orders respectively
14. Certifying the completion of the works and insurance of Taking Over certificates
15. Issuing Certificates of Preliminary Completion of Works and Certificate of Final Completion of the Works/Defects Liability Certificate
16. Certifying the payment due upon termination of the contract
17. Review the Contractor’s Environment and Social Management Plan (C-ESMP), including all updates and revisions at frequencies specified in the Contractor’s contract (normally not less than once every 6 months);
18. Review all other applicable contractor’s documents related to ES aspects including the health and safety manual, security management plan and SEA prevention and response action plan;

The Consultant shall advise the Employer on all matters concerning claims from the Contractor and make recommendations, including possible resource to the Dispute Resolution Experts.

The Consultant shall monitor and report on the Contractors compliance with the project’s environmental and social management plans and compliance with applicable clauses of the resettlement policy framework document for the project.

The Consultant shall provide following services, if needed:

* Advice and assistance to the Employer on any issue relating to changes to the contract related to the conduct of the works;

The Consultant shall also provide or arrange for the provision of the following additional services upon the request of the Employer subject to negotiation of agreed additional compensation:

* Specialized technical advice or services related to any abnormal/unforeseen aspects of circumstances related to the works;
* Additional surveys, special inspections and/or tests;
* Review of claims submitted by the Contractor during the construction period whose resolution was not accomplished during this period due to factors beyond the control of the Consultant, or claims of such complexity or extent that could not be resolved during the duration of the contract.

DELEGATION OF RESPONSIBILITIES AND SUPPORT OF DEPUTY PROJECT MANAGERS/RESIDENT ENGINEER

For this assignment the Consultant shall appoint one Project Manager/Team Leader, who shall be authorized to act on behalf of the firm to fulfill the contractual roles and responsibilities of the Project Manager. This Project Manager/Team Leader shall be supported by Deputy Project Managers/Resident Engineers, who will be based on construction sites, with clearly defined delegated responsibilities.

A Deputy Project Manager/Resident Engineer is obliged to visit each construction site at least twice a week during period of execution of works. The Deputy Project Managers/Resident Engineers shall be suitably qualified persons, who are competent to carry out duties and exercise the authority and who are fluent in the language of communication – English and Serbian. Principal responsibilities of the Deputy Project Managers/Resident Engineers shall be to:

1. Inspect the performance of the works concerning workmanship and compliance with the specifications and to order, supervise, or perform tests on the materials and/or works
2. Check systematically works progress and collect all data necessary to assess the progress
3. Check the Contractor’s account, invoices, claims and other statements for arithmetical errors and compliance with the contract and if required to make corrections
4. Supervise the Contractor in all matters on safety of people and works
5. Ensure that the Environmental Monitoring Plan, Environmental and Social Management Framework and Resettlement Policy Framework is followed by the Contractor
6. Direct the Contractor to carry out all such work or to do all such things that the Project Manager considers necessary to avoid or to reduce the risk in case of an emergency affecting the safety of life or of the Works or of the adjoining property
7. Carry out duties under the terms of the Contract as may from time to time be delegated in writing by the Project Manager and
8. Prepare as-built drawings for the complete works.

To fulfill objectives of the assignment and responsibilities, the Consultant shall carry out, but not be limited to, the following activities:

CONTRACT PRELIMINARIES

The Consultant shall review the qualifications of the proposed key management personnel of the Contractor and make appropriate recommendations to the Employer. The Consultant shall receive from the Contractor and check for compliance with contract requirements.

WORKS PROGRAMME

The Consultant shall review the program submitted by the Contractor for the execution of the Works to establish whether the methods, arrangements, order and timing of the activities are realistic and coherent in relation to the Technical Specifications of the Contract.

MANAGEMENT MEETINGS

The Consultant shall arrange a schedule of management meetings, site inspections and other meetings as necessary in liaison with the Contractor and notify those who need to attend (including the Employer). The Consultant is responsible for preparation and circulation of meeting minutes. The Consultant will provide assistance in understanding and interpretation of all aspects of the Contract to the Contractor, if necessary.

REVIEW OF CONTRACTOR’S PERFORMANCE, INSPECTIONS AND TESTS

The Consultant shall:

* Conduct on site observations of the work in progress to determine if the work is proceeding in accordance with the construction contract schedule, and that completed work confirms to the construction contract drawings and specifications;
* Inform the Contractor when work is to be corrected or rejected or to be uncovered for observation, or special testing, inspection or approval;
* Verify that the Contractor conducts sufficient laboratory and field tests to control the quality of the works, and that the Contractor maintains adequate records thereof;
* Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, and record the outcome of these inspections and report as appropriate;
* Verify that selection and use of materials is in accordance with the specifications. Establish procedures, criteria, and oversee testing carried out by the Contractor to verify the quality of the construction materials.

REVIEW OF THE DOCUMENTS, MODIFICATIONS AND CLAIMS BY THE CONTRACTOR

The Consultants shall:

* Review all documentation issued by the Contractor, and grant approval or disapproval within a period as specified in the contract. The Consultant is obliged to liaise with the Contractor to resolve any issues as quickly as possible. The Contractor shall not commence works prior to receipt of approval from the Project Manager;
* Render interpretations necessary for the proper execution and progress of work, with reasonable promptness;
* Render written decisions within a reasonable time, on all claims, disputes and other matters in question relating to the execution or progress of work or the interpretation of the construction contract documents;
* Consider and evaluate Contractor’s suggestions for modifications in drawings or specification and report them to the Employer with recommendations;
* Examine Contractor’s proposal for changes and provide recommendations to the Employer for approval when changes affect cost/ Changes which do not affect cost or quality may be approved on site and recorded in the monthly progress reports. Such changes shall be made by written orders issued by the Consultant.

REVIEW OF THE CONTRACTOR’S ENVORONMENT AND SOCIAL (ES) MANAGEMENT PLAN

The Consultant shall ensure that the Contractor deliver its environmental and social obligations under its contract, this includes, but it is not limited to:

* Review the Contractor’s Environment and Social Management Plan, including all updates and revisions at frequencies specified in the Contractor’s contract;
* Review all other applicable contractor’s documents related to environmental and social aspects including the health and safety manual, security management plan and social and environmental assessment prevention and response action plan;
* Review and consider the ES risks and impacts of any design change proposals and advise if there are implication for compliance with ESIA, ESMP, consent/permits and other relevant project requirements;
* Undertake, as required, audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities under its contract, to verify the Contractor’s compliance with ES requirements (including relevant requirements on SEA/SH);
* Undertake audits and inspections of Contractor’s accident logs, community liaison records, monitoring findings and other ES related documentation, as necessary, to confirm the Contractor’s compliance with ES requirements (including relevant requirements on SEA/SH);
* Determine remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor’s ES obligations;
* Ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ES obligations;
* Ensure that the Contractor’s actual reporting (content and timeliness) is in accordance with the Contractor’s contractual obligations;
* Review and critique, in a timely manner, the Contractor’s ES documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation;
* Undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ES issues;
* 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 SEA and/or SH.

1. **TEAM COMPOSITION AND QUALIFICATION REQUIIREMENTS FOR THE KEY EXPERTS**

The Consultant shall provide the following personnel for the supervision in accordance with the requested establishment for the time period specified. Any variation to this establishment during the execution of the contract shall be subject to approval by the Employer.

The Supervision Team consists of one Project Manager/Team Leader and three Deputy Project Managers/Resident Engineers and Support Technical Staff (mechanical engineers, electrical engineers, surveyor, environmental specialist, social safeguard specialist, claim expert) to be deployed on a need basis.

THE SUPERVISION TEAM INPUTS IN DAYS PER PERIODS (Table 2)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Personnel | Input in man days per year | | | | Total (days) |
|  | 2022 | 2023 | 2024 | 2025 |  |
| Project Manager/Team Leader | 30 | 120 | 45 | 10 | 205 |
| Deputy Project Managers/Resident Engineers[[2]](#footnote-2) | 159 | 749 | 283 | 35 | 1226 |
| Support Team | 70 | 263 | 105 | 20 | 458 |
| Total estimated number of days for the Supervision Team | | | | | 1889 |

The Consultant is responsible for delivery of activities and outputs defined in this Terms of Reference in order to achieve the objective of the assignment. It is the Consultants responsibility to provide adequate staff with appropriate qualifications and experience to undertake the works described in the scope of the services.

The Consultant shall provide the necessary technical, administrative, and logistical support as required, to back stop the team of experts as required for successful implementation of the assignment. The Consultant shall outline in their proposals how such home office support will be provided.

The Consultant is responsible for all costs of the Supervision Team that will arise from services such as health insurance, transportation, accommodation, office expenses, etc. The Consultant will prepare a monthly activity schedule that will involve a detailed plan for each construction site active at the time of the schedule with detailed breakdown of site visits by the Project Manager/Team Leader and the Deputy Project Managers/Resident Engineers as well as all management meetings under the works contracts. This monthly activity schedule is a subject of approval by the Employer.

QUALIFICATION REQUIREMENTS OF KEY STAFF OF THE SUPERVISION TEAM

Project Manager/Team Leader – (1) person, shall have the following minimum qualifications:

1. She/he will be a graduate civil engineer with 15 (fifteen) years of experience out of which at least 7 (seven) years of supervision of works in infrastructure projects;
2. She/he will have experience in supervision of at least one project for works in water management;
3. She/he must have minimum of 3 years’ experience as a Project Manager/Team Leader or Deputy Project Manager/Resident Engineer for civil works;
4. Fluency in both written and spoken English is essential. Fluency in Serbian language in addition is preferred;
5. Is registered/certified practicing engineer by a recognized engineering body and shall be able to register (with support of the Consultancy firm) for necessary Serbian licenses for supervision of works issued by the Chamber of Engineers of the Republic of Serbia no. 310, 313, 314, 410, 413, 414[[3]](#footnote-3);
6. It is preferable that she/he possesses certificates of successful completion of the FIDIC modules (or similar contract/project management courses) as follows: MODULE 1 – Practical use of FIDIC Conditions of Contracts, MODULE 2 -Management and Claims and Dispute Resolution under the FIDIC Contracts and MODULE 4 – Management and Administration of FIDIC Contracts.

Deputy Project Managers/Resident Engineers – 3 personnel, shall have the following qualifications:

1. Graduated Civil Engineers with at least 7 (seven) years of experience out of which at least 3 (three) years of supervision of civil works;
2. She/he will have experience in supervision or construction of at least one project for works in water management;
3. Fluency in written and spoken English and Serbian language;
4. Is a registered/certified practicing engineer by a recognized engineering body and shall be able to register (with support of Consultancy firm) for necessary Serbian licenses for supervision for works issued by the Chamber of Engineers of the Republic of Serbia no. 310, 313, 314, 410, 413, 414[[4]](#footnote-4).
5. Knowledge of FIDIC will be considered as asset.

In case that any/all proposed candidates do not possess valid licenses she/he shall obtain the licenses necessary for supervision as defined by the Law on Planning and Construction of the Republic of Serbia within 6 weeks from the contract award notice. Possession of licenses issued/recognized (if issued by a foreign authority) by the Serbian Chamber of Engineers for all members of the Supervision Team will be a condition for contract signing.

1. **REPORTING REQUIREMENTS**

The Consultant shall prepare and submit reports on monthly and quarterly bases, as well as accident and claim reports, as necessary.

* 1. MONTHLY AND QUARTERLY REPORTS

Monthly progress reports shall include the background of the Project, a brief description of actual versus planned progress, problems encountered and resolutions, comments on the quality of works and Contractor’s performance. The reports are to include graphs or charts showing physical progress of works and data regarding the current financial status of the contract including a comparison of the contract amount and the estimated total cost of completion based on an up-to-date appraisal of actual versus estimated quantities and unit prices. The reports shall include color photographs showing completed works and construction activities undertaken during relevant reporting period.

Each monthly report will contain a section devoted entirely to an assessment of the impact of accumulated delays, if any, in the execution of works, and a projected date for compliance with required levels, if not achieved. In the event that the projected date is later than a revised date which will result from approved time extensions, the report will include an evaluation of a contractors proposed plan for corrective measures to me implemented to increase the rate of progress and meet the required targets. In addition, the effect of delays on the cost and timing of the Consulting activities should also be assessed.

The monthly report shall discuss compliance or otherwise with Technical Specifications, Drawings and other conditions of Contract, and the penalties that may have been applied on the Contractor’s monthly payment. The reasons for lack of compliance and the corrective measures being taken by the Contractor should be clearly explained.

In addition to the monthly reports, the Consultant shall prepare quarterly reports that summarize the content of the monthly reports, giving an overview of progress on the contract and the main issues that have arisen during the reported period. Each quarterly report shall contain an introduction presenting historical project background to set the current report in context. The report should contain an analysis of Contractor’s performance and the impact of the works carried out on flood protection. This Report will include information on compliance with Contract Specific Environmental Management Plan. One hard and one electronic copy shall be submitted to the Employer/Project Implementation Unit in English or Serbian.

* 1. ACCIDENT REPORTS

A report of the circumstances of any accident occurring on the site shall be forwarded to the Employer with due urgency.

* 1. CLAIMS REPORTS

A report with detailed Project Manager’s assessment of each claim notified by the Contractor shall be prepared and submitted to the Employer.

* 1. PAYMENT CERTIFICATES

The Consultant shall review monthly invoices for payment made by the Contractor in accordance with Contract Conditions. Upon approval, and within a maximum of 2 (two) weeks after receiving them from the Contractor, the Consultant shall forward 4 (four) copies of the invoice to the Employer together with recommendations regarding payment. The Employer shall approve the applications taking into consideration the recommendations made by the Consultant and arrange payment to be made.

It is the Consultant’s responsibility to ensure that each invoice details actual quantities and value of works completed to date compared with the total billed quantity and unit rate for each item in accordance with the Conditions of Contract. The Consultant shall ensure that invoice properly account for payments due to the Contractor for:

1. Works on flood/drainage rehabilitation;
2. Price adjustments and/or other payments to which the contractor may be entitled to, if any
3. Deductions, discounts and retention.
   1. PRELIMINARY CERTIFICATE OF COMPLETION OF WORKS

Preliminary Certificate of Completion of works shall be issued after the works completed by the Contractor prior the beginning of the Defects Liability Period. It is the Consultant’s responsibility to:

* Inspect the works accompanied by the representatives of the Employer, the Contractor and Sub-Contractors, if any, prior to the handing over works/any section of works;
* Prepare a final snag list of items to be completed, or replaced together with a time schedule for the remedying of the same;
* Verify that all item on the final snag list have been completed or corrected;
* Prior to the commencement of the Defects Liability Period, provide written confirmation that the works have been completed in accordance with the requirements of the contract, plans and specifications, and issue a Preliminary Certificate of Completion of the Works.
  1. REPORT ON COMPLETION OF WORKS

Upon completion of each Contract, the Consultant shall prepare a final report which shall highlight all major points of interest that arose during the contract. The report will also include the summary of the type, quality, quantities and sources of materials used on the project, contractor’s equipment and personnel, problems encountered and solutions applied, changes made by the Contractor in design and specifications and the reasons therefore, a breakdown of Contractor’s performance, a breakdown of the final cost of the contract item by item, a summary of contract changes. The completed “as-built drawings” shall form an integral part of the final report.

Two copies (one hard and one soft copy) of this report shall be submitted to the Employer not later than 30 days after the issue of the Preliminary Certificate of Completion of Works.

* 1. DEFECTS LIABILITY PERIOD

The Project Manager’s Representative will provide on-site supervision of the Contractor’s operations during the Defects Liability Period and for issuing any required certificates.

During the Defects Liability Period outstanding construction matters will be finalized, if any, and “as-built drawings” updated.

* 1. DEFECTS LIABILITY CERTIFICATE/FINAL COMPETION OF WORKS CERTIFICATE

Immediately prior to expiration of the Defects Liability Period for works for which a Preliminary Certificate of Completion of the Works have been issued, the Consultant shall in the presence of the Employer and the Contractor inspect the works and provide a written confirmation that the works have been completed and maintained in accordance with the contract and issue a Defects Liability Certificate/Final Completion of Works Certificate for the works.

* 1. FINAL COMPLETION OF WORKS

Within 56 days of the issue of the Defects Liability Certificate for contracts for which the defects liability periods have expired, the Consultant shall prepare in co-operation with the Contractor the Final Account for the Contract.

* 1. LIST OF OUTSTANDING OBLIGATIONS REGARDING ISSUING THE DEFECTS LIABLITY CERTIFICATES

30 days prior of expiration of the Contract for Supervision of Works on Flood Protection under the Sava and Drina Rivers Integrated Development Program in Serbia, the Consultant shall prepare the list of outstanding contracts and existing obligations of the Employer and the Contractors under which defects liability will be ongoing after expiration of the Contract for Supervision. Issuing a Defects Liability Certificate/Final Completion of Works Certificate for the works will become the responsibility of the Employer after expiration of the Contract for Supervision.

* 1. RECORDS

The Consultant shall:

* Maintain all the projects site orderly files for correspondence, reports of site meetings, product and materials submissions, reproductions of original construction contract documents including all addenda, variation orders, site instructions, information and drawings issued subsequent to the start of works contract, as well as the Consultant’s clarifications and interpretations of the Contract’s documents, progress reports and other related documents.
* Keep a diary/logbook on each construction site, recording Contractor’s hours on the job site, weather conditions, data related to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail, as in the case of observing test procedures etc. The logbook has to be fully in compliance with the Law on Planning and Construction of the Republic of Serbia.
* Maintain a set of drawings (“as built” drawings) recording all details of the works as actually executed with reference to changes, variations and modifications, if any.

1. The sample contract to be used can be downloaded at <https://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework> Standard Procurement Document/Request for Bids Small Works (one Envelope Bidding Process). [↑](#footnote-ref-1)
2. The number of days is given for three Deputy Project Managers/Resident Engineers [↑](#footnote-ref-2)
3. In accordance with the current Law on Planning and Construction, article 153. [↑](#footnote-ref-3)
4. In accordance with the current Law on Planning and Construction, article 153. [↑](#footnote-ref-4)