# `TERMS OF REFERENCE

**FOR**

**CONSULTANCY SERVICES FOR**

**THE DESIGN REVIEW AND CONSTRUCTION SUPERVISION OF MALAWI BUREAU OF STANDARDS LABORATORY IN LILONGWE**

**REFERENCE NO: MW-MOA-386323-CS-QCBS**

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# Background

The Ministry of Agriculture (MoA) in close collaboration with Ministry of Trade & Industry (MoTI) and Ministry of Lands is implementing the Malawi Food System Resilience Program (MFSRP) with financing from the International Development Association (IDA) of the World Bank, International Agriculture development fund (IADF), African Development Bank (AfDB) and Global Agriculture Food Security Program (GAFSP).

The Malawi FSRP builds upon many years of successful experience implementing the Malawi Agricultural Commercialization and Resilience Enhancement Project, AGCOM (1.0), the GoM’s flagship agrifood commercialization project. While the Malawi FSRP will introduce new elements, it will also seek to scale up many of the successful interventions and approaches of AGCOM (1.0). Most importantly, the Malawi FSRP will continue to pursue the main objective of AGCOM (1.0), which is to increase the commercialization of primary and value-added agricultural products as a means of enhancing national and regional food systems resilience. The Malawi FSRP will also build food systems resilience by helping to develop climate-smart farming and irrigation systems, including through investments in research, extension, and infrastructure, and by building the capacity of pivotal public institutions to undertake resilience-enhancing policy reforms. The project has six components, in keeping with the structure and sequencing of Phase 3 of the Multi-Phase Programmatic Approach (MPA). In this regard, approximately 80 percent of the Malawi FSRP resources will cover activities under Components 2 and 3.

## Project development objective (PDO)

The project development objective (PDO) is to increase the resilience of food systems and the country’s preparedness for food insecurity in project areas. It specifically aims to increase the commercialization of primary and value-added agricultural products.

## AGCOM project has six components and these are:

**Component 1: (Re-)Building Resilient Agricultural Production Capacity (IDA Grant: US$26 million, GAFSP Grant: US$5 million)**

## This component will focus on developing and delivering national and regional information systems and agricultural technologies and services serving small farmers and other agri-food system stakeholders. Three clusters of activities are proposed: (a) agricultural research, development, and innovation systems; (b) the development and upgrading of digital platforms; and (c) land demarcation and registration of farmland in the project area.

**Component 2: Supporting the Sustainable Development of Natural Resources for Resilient Agricultural Landscapes (IDA grant: US$79 million, GAFSP grant: US$2 million)**

In alignment with Malawi’s National Irrigation Policy and Master Plan, this component will finance the construction of medium-to-large-scale irrigation schemes and technical assistance for the management of their catchment areas. The component will adopt a watershed or landscape approach to enhance the sustainable and resilient use of natural resources for food systems and livelihoods within priority areas.

**Component 3: Getting to Market (IDA grant: US$119 million, GAFSP grant: US$20 million)**

This component aims to improve physical and economic access to sufficient, safe, and nutritious food by improving agri-food producers’ access to domestic and international markets and enhancing marketing infrastructure. It will do this by supporting POs, Productive Alliances (PAs)[[1]](#footnote-1), and “last-mile” infrastructure.

**Component 4: Promoting a Greater Focus on Food Systems Resilience in National and Regional Policymaking (IDA grant: US$8 million, GAFSP grant US$3 million)**

This component will promote policy and legal reforms relating to agricultural commercialization and climate resilience by building the government’s institutional and technical capacity to develop, update, and implement relevant policies and legal texts. Some of the regulatory documents to be prepared or updated include the national crop production and development policy, the agricultural research policy, the horticulture strategy, the contract farming policy, the livestock breeding strategy, the apiculture strategy, the agricultural diversification strategy, and the e-commerce strategy.

**Component 5: Project Management (IDA Grant: US$18 million)**

This component will support project management, coordination, monitoring and evaluation (M&E) of project activities.  The existing project implementation unit (PIU) within the MoA will be responsible for project implementation including fiduciary aspects; knowledge management/communication; grievance redress mechanism (GRM); citizen engagement; and monitoring the implementation of safeguard-related measures. It will finance PIU staff-related costs (training etc.), goods, equipment and vehicles, and other eligible expenses associated with overall project implementation. Support will also be provided for social/results/impact surveys at project mid-term as well as project completion. The capacity of the PIU will be enhanced by hiring additional technical and administrative staff as needed, including, inter alia, irrigation engineer, agri-business/MSME value chain expert; technical specialists as needed (who will work with service providers hired for productive alliances, WUAs etc.); two additional support persons to administrate the matching grants program; and an additional project accountant and procurement assistant to enhance fiduciary management

**Component 6: Contingent Emergency Response Component**

This component will finance eligible expenditures in the event of an emergency precipitated by a natural disaster. The activation of CERC, by request of the government, will allow funds to be disbursed rapidly to reduce damage to productive infrastructure, ensure business continuity, and speed up recovery. An immediate response mechanism operation manual (IRM-OM) will be developed by the government stipulating the fiduciary, safeguards, monitoring, and reporting requirements relating to CERC as well as other coordination and implementation arrangements. In the event of CERC activation, funds from other project components may be reallocated to finance immediate response activities as needed.

# ****Objectives of Assignment****

The broad objective of the assignment is to support the development of a laboratory for the Malawi Bureau of Standards efficient and cost-effective design and construction supervision of the proposed Laboratory in Lilongwe. The Specific objectives are to:

1. Review the design of a laboratory building and all the produced drawings, schedules, specifications, bills of quantities and bidding documents and
2. Provide construction supervision and contract management including the defects liability period

# ****Scope of Work****

The scope of work shall include the review of detailed design and support tendering, construction supervision & contract administration, Environmental and Social Safeguards compliance & Maintenance Training as discussed below;

**3.1 Review of the Detailed Design and support tendering**

The consultants shall carry out a review of the design of the Laboratory and all drawings, schedules, specifications, bills of quantities and bidding documents for the Malawi Bureau Standards (MBS) laboratory. The consultant will support the Client in the tendering process, bid evaluations and contracting for the contractor. The specific tasks shall include but not limited to the following;

**3.1.1 Preparation**

* Obtain information about the site from the client. Conduct a workshop to assess detailed requirements and discuss preliminary ideas.

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| **3.1.2 Detailed Design Review and Procurement Support** * Carry out review of proposed design (with a few alternative designs), including drawings, details, specifications and preliminary bills of quantities according to the specifications as below, and discuss with the client.
* Discuss design alternatives with Client including the designer - Department of Buildings and solicit feedback and facilitate the discussions through provision of modern visualization of alternative building designs.
* Prepare time schedule for the supervision of construction works and update throughout the life of the project.
* Review and propose changes to drawings and details, specification and incorporate all changes approved by and/or agreed with client.
* Prepare details, including on door, window, ironmongery, electricity, plumbing, sanitary fittings, bar bending and paint schedule.
* Obtain client’s approval of final drawings, design details, specifications and schedules
* Prepare production of revised information comprising drawings, details and specifications.
* Duplicate drawings, specification and Bills of Quantities for tendering purposes.
* Evaluate the bids together with the client and report on tenders.
* Prepare contract documents and arrange for their signature by client and contractor.
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**3.2 Construction supervision & Contract Administration**

The consultant shall be responsible for the administration of the construction contract on behalf of the Client starting from site handover and mobilization to the completion of the defect’s liability period and preparation of the final account. They shall provide such services to the Client as are necessary for the efficient and cost-effective completion of the works while preserving the good quality of the infrastructure and compliance to prevailing environmental regulations. The specific tasks shall include but not limited to the following;

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| **3.2.1 Initial Supervision Preparation*** Hold a preliminary meeting with the client and review the client’s requirements, expected information flow, and logistics for the administration of the construction contract.
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| * Hold preliminary meetings with the contractor to provide all the information necessary for the execution of the works and discuss and agree all matters necessary for the commencement of the works by the contractor.
 |
| * Handover the site to the contractor on behalf of the client and resolve any issues affecting the contractor’s site mobilization
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| * Review and revise all drawings, design details and specifications as and when necessary to suit site conditions and other factors. Please note that the consultant shall not issue Architects Instruction without the approval of the client (DoB and MBS)
 |
| * Consult with relevant authorities and statutory undertakers in planning, building control, fire, environment and licensing to obtain all permissions and make any revisions ordered by such authorities
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| * Prepare documents and obtain quotations for specialist works such as electrical and mechanical engineering services, evaluate the quotations and report thereon to the client; and
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| * Prepare building notices required under Building Acts and/or regulations.
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| **3.2.2 Supervision*** Administer the terms of the construction contract;
* Examine alternative designs submitted by the contractor, client or any other interested party other than the consultant and advise the client upon them;
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| * Visit the site for the purposes of surveying, measuring and recording site information;
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| * Conduct monthly site and/or management meetings chaired by the team leader with the contractor and client;
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| * Provide all necessary additional information to the client and the contractor to enable them perform their duties and responsibilities in timely manner;
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| * Inspect the works and materials delivered to the site at regular intervals to ensure compliance with the specifications and other contract documents;
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| * Instruct sample taking for carrying out tests for materials, components, techniques and workmanship and examine the conduct and results of such tests whether on or off site;
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| * As appropriate, instruct the opening up of completed works to determine that they are in accordance with specifications and other contract documents;
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| * As appropriate visit the site of extraction, fabrication or assembly of materials and components to inspect such materials before delivery to the site;
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| * Assist Client in procuring any foundation or other special investigations, analyses, laboratory or other tests required for the confirmation of the foundation design or for modifications to the design;
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| * Instruct and supervise the contractor on the setting out of the works;
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| * Arrange for the construction or diversion of utility services that are on site but not forming part of the works but deemed necessary for the completion of the works as necessary;
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| * Participate in the general administration of the construction contract and other services in connection with the carrying out of the works, including attendance of monthly site meetings;
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| * Prepare any further plans, designs or drawings, including door, window, ironmongery, sanitary fittings, bar bending and paint schedules, necessary for the carrying out of the works;
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| * Check the contractor’s drawings for permanent works for conformity with design and safety requirements;
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| * Arrange for the inspection and testing of whatever materials and plant as are usually inspected;
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| * Issue site instructions to contractors and generally inspect the execution of the works including such site visits as the Consultant considers necessary;
* Facilitating joint measurements and certification of interim payment certificates of the contractor
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| * Deal with disputes and differences that may arise between the client and the contractor except during arbitration and litigation;
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| * Arranging and witnessing performance or acceptance tests on site and 3rd party independent laboratories;
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**3.3 Environmental and Social Safeguards Compliance**

Ensure that the Contractor delivers its ES obligations under its contract. This includes, but is not limited to the following:

1. review the Contractor’s Environment and Social Management Plan (C-ESMP), and/or update it in a timely manner (not less than once every 6 months) to address emerging ESHS issues, or anticipated risks or impacts
2. review all other applicable contractor’s documents related to ES aspects including the health and safety manual, security management plan and SEA and SH prevention and response action plan;
3. review and consider the ES risks and impacts of any design change proposals and advise if there are implications for compliance with ESMP, consent/permits and other relevant project requirements;
4. 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, where appropriate, its SEA and SH prevention and response obligations);
5. 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;
6. agree remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor’s ES obligations;
7. ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ES obligations;
8. check that the Contractor’s actual reporting (content and timeliness) is in accordance with the Contractor’s contractual obligations;
9. 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;
10. undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ES issues;
11. Build contractors capacity in areas that contractor lacks ES competences.
12. Approval and authorization of commencement of daily works.
13. 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.

**3.4 Maintenance Training**

The consultants shall enforce the production and submission by contractors of as-built drawings and maintenance manuals for any equipment and other specialist services installed as part of the construction works. They shall orient the staff of the MBS in the maintenance of the physical infrastructure, plumbing installations, electrical installations and equipment installed within the buildings and/or sites and conduct operation and maintenance briefing soon after the practical completion and handover of the works. Such orientation shall be provided to the Client, head of the Bureau and/or his/her representatives, the Department of Buildings, the PIU and Ministry representatives. This cost must be built in the consultants’ fees.

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| **4.0 Additional Services** |
| If requested in writing by the Client and subject to the negotiation of an additional fee the consultant shall provide the following services: |
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| * Acting on behalf of the Client per their request in any arbitration or litigation proceedings;
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| * Investigating tariffs or charges to be made by the Client on other Contracts relating to this building;
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| * Conduct technical audits;
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| * Provide advice on taxation and grants.
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| **5.0 Reporting Requirements** * Prepare and submit to client monthly progress reports containing statements of progress achieved and recommendations for the effective and efficient management of the works including actions by all the parties involved;
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| * Prepare and interpret monthly cash flow projections for the works;
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| * Prepare monthly valuations of the works in progress;
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| * Prepare interim payment certificates, completion certificates and other certificates required under the construction contracts;
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| * Monitor progress of the works and advise on contractual implications of delays and other factors affecting progress and contribute to the solution of problems that may arise;
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| * Prepare quarterly financial statements;
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| * Monitor changes and variations to the contract including construction methods, negotiate prices for such changes with the contractor and report thereon;
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| * Prepare quarterly progress and cost reconciliation statements for the effective management of the project;
* Prepare monthly and quarterly report on environmental, social, safety and health with key corrective effort undertaken on site with recommendation.
* *immediately notify the Client of any failure by the Contractor to comply with its SEA and SH obligations;*
* *immediately notify the Client of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Client’s Personnel, Contractor’s Personnel or Experts. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information. The Consultant shall provide full details of such incidents or accidents to the Client within the timeframe agreed with the Client.*
* *immediately inform and share with the Client notifications on ES incidents or accidents provided to the Consultant by the Contractor, and as required of the Contractor as part of the Progress Reporting;*
* *share with the Client in a timely manner the Contractor’s ES metrics, as required of the Contractor as part of the Progress Reports.*
 |
| * Evaluate and negotiate on contractual issues, assess loss and expense claims submitted by the contractor and make recommendations thereon to Client;
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| * Assess the quantities, specifications and costs of inputs made by the Client and/or value works or goods for which the Client wishes to make a direct payment to a sub-contractor or supplier;
 |
| * Prepare bills of re-measurement for all variations, prime cost and provisional sums and provisional quantities and agree the final accounts for the construction contract (including all nominated sub-contracts). Such final accounts shall include notional final accounts and final payment certificates resulting from the termination of any construction contract by the employer or contractor, or due to the frustration of the contract due to *‘force majeure”;*
 |
| * Arranging the provision of record drawings (both hard copies and electronic copies in AutoCAD 2013 or later and PDF) and manuals necessary for the operation and maintenance of the works and provide any documents necessary to co-ordinate drawings and manuals supplied by others.

Time Schedule for DeliverablesThe Consultant shall produce a series of reports in English language during the services. These reports shall be submitted to the Project Coordinator through the Director of buildings according to the following schedule and in the following quantities. These are merely indicative and does not preclude additional reports that the Consultant may be required to prepare within this consultancy. In addition to 10 hard copies, the Consultant will also be required to submit reports in acceptable electronic formats (e-copy in CD or memory stick/flash disk). The Consultant shall allow for a maximum of 15 days period in between submission of reports and review by the Client.

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| **Item** | **Deliverable** | **Due date** |
|  | An inception report within. | 2 weeks of commencement of the assignment |
|  | **Design Review*** A Site Investigation report to be submitted up for completion of the consultants site investigations;
* A report on the completion of the design review containing decisions made on the planning arrangement, appearance, specification and cost of the project. Drawings submitted shall include Architectural, structural/civil works, landscaping, mechanical, electrical, sanitary and specialist services drawings for each building or structure, External works services and all parts of the works. Revised detailed design and assembly details and full specifications shall be submitted.
* All planning approvals shall be obtained at this stage.
* Revised Bills of quantities for all the works shall be submitted and in elemental format.
* A detailed cost estimate based on the bills of quantities (pre-bid estimate).
* A complete set of production information and documents in sufficient detail required under the building contract to complete all the construction.
* Electronic copies of all drawings and details in AutoCAD 2013 or later version format and PDF and all tender documents in MS Excel / Word 2010 format on CD’s or prepared using any readily available quantity surveying package a copy of which shall be provided to the Client.
 | 30 days from approval of inception report |
|  | **Construction Supervision**Minutes of all meetings issued within five working days of the meeting. The minutes shall contain the following as a minimum requirement:* Issues discussed;
* Recommendations made and agreements reached;
* Further actions required and parties concerned; and
* Target dates for actions or other objective criteria for the assessment of progress.
* Brief reports on tasks completed, time spent and estimates of the time required for the completion of the remaining tasks and/or works
 | 18 Months from start of works contract |
|  | **Progress Reports*** The consultants shall submit monthly progress reports as part of the minutes on the monthly site meetings. Such reports shall indicate elemental progress achieved for the building and the external works and provide an assessment of the overall progress against the construction program. The report shall be attached to the minutes of the site meeting for the relevant month.
* The consultants shall submit quarterly progress reports, which shall consolidate the monthly progress reports and examine issues addressed in site meetings as well as other factors affecting progress in greater depth. The reports shall make recommendations for the improvement of progress, maintenance of quality of the works and a cost appraisal of the contracts. The report shall be issued during but not later than the second week of the month following the reporting quarter.
 | Monthly during construction period |
|  | **Safeguards Compliance report** **The report shall provide details of progress towards implementation of C-ESMP and other environmental and social requirements under the project including Grievance Redress Mechanism (GRM).** **Please note that all payments shall be processed only upon recommendation of AGCOM safeguards unit, regarding progress in the implementation of agreed safeguards stipulate above. In other words payments will be with held until there is substantiative progress in implementation of safeguards measure.**  | Monthly |
|  | **Cost Reports and Final Accounts**Cost reports shall be submitted every quarter and shall indicate in detail amounts to be omitted from or added to the contract prices. Expected headings are as follows:* Prime Cost and Provisional Sums;
* Provisional Quantities;
* Instructions;
* Loss and expense claims; and
* Statutory Price Fluctuations.

The final cost report shall be the final account to be signed by the Client and the contractor and witnessed by the consultants. All additions and omissions to the contract price shall be justified by detailed workings, receipts/invoices and other documents in a transparent and accountable manner. The cost reports shall be issued during but not later than the second week of the month following the quarter of the report. | Quarterly |
|  | **Certificates**The following certificates shall be in any format chosen by the team leader of the consultants subject to provisions of the construction contracts.* Extension of completion date;
* Practical Completion; and
* Certificate of Making Good Defects

Monthly payment certificates shall be in the AGCOM Project’s standard form to be signed by the Project Coordinator. The amounts shall be transferred to the certificate from a valuation breakdown that shall be sufficiently detailed and clear to enable the reading of amounts certified for each building element and section of external works. Payment Certificates shall be issued within ten days of the site valuation day or the date of receipt by the Consultants of a valuation prepared by the contractor. | Ongoing during construction period |
|  | **Maintenance during Defects Liability Period** * As built drawings submitted by architect;
* Shop drawings submitted by specialist sub-contractors;
* Drawings and manuals for the operation and maintenance of equipment and services installed in the buildings, within the premises of the MBS and/or outside the premises but installed in connection with the works;
* Training materials and a one-day workshop for the officials of the staff of the MBS;
* List of minor outstanding works and defects at practical completion of the works;
* List of outstanding works and defects noted and corrected after practical completion of the works; and
* Certificate of making good defects
 | Within defects liability period of 12 months after completion of construction |
|  | **Final Consultancy report** | 26 months from start of assignment |

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# ****Team Composition and Qualification Requirements for the key experts****

The consultant should demonstrate to have designed innovative architecture for buildings (e.g. green buildings, flexible interior design, adoption of sustainability principles, combinations of conference/office buildings, consideration of landscape and workflow in building design). The consultant should also have experience in construction supervision, and should be professionally registered for architecture, quantity surveying and structural engineering with relevant national bureaus.

The consultant should have a demonstrated track record of good performance, and having carried out similar assignments with good assessments of Client needs and feedback. The team shall include (not all full time):

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|  | **Minimum Qualification** | **Experience**  |
| Team leader | BSc in ArchitectureReg with BoAQS | A minimum of 10 years’ experience |
| Building Design Engineer | BSc in Civil/Structural EngineeringProfessional Reg with MEI | A minimum of 10 years’ experience |
| Electrical Engineer | BSc in Electrical EngineeringProfessional Reg with MEI  | A minimum of 10 years’ experience |
| Quantity Surveyor, | BSc in Quantity Surveying Reg with BoAQS | A minimum of 10 years’ experience |
| Structural Engineer | BSc in Civil/Structural EngineeringProfessional Reg with MEI | A minimum of 10 years’ experience |
| Building Services Engineer | BSc in Electrical Engineering or Mechanical EngineeringProfessional Reg with MEI | A minimum of 10 years’ experience |
| Construction Supervision Engineer | BSc in Civil/Structural EngineeringProfessional Reg with MEI | A minimum of 10 years’ experience |
| Safeguard Specialist | BSc Environmental/Social management related qualifications.  | A minimum of 10 years’ experience |
| Clerk of works (CoW) | Diploma in civil engineering / construction engineering | A minimum 10 years experience |

The team can comprise of one or an Association/joint venture/consortium of firms of Architects, Structural Engineers, Quantity Surveyors, Building Services Engineers, Landscape architect, Landscape Surveyor and clerks of works.

# ****Client’s Input and Counterpart Personnel****

The consultants shall be responsible for the provision of their own office accommodation and all office utilities necessary for the carrying out of the assignment.

The Client shall have the following duties and responsibilities:

* + - Provide all available site survey drawings;
		- Provide map indicating the location of the site;
		- Provide a description of the administrative arrangements for the carrying out of assignment;
		- Make timely decisions on all reports and recommendations of the consultants and other matters affecting the carrying out of the assignment and ensure that delaying factors that are beyond its control are mitigated; and
		- Subject to the laws of the country, provide confirmation to immigration and other authorities of the engagement of any foreign firm and/or personnel to facilitate their entry into the country and the issuance of any necessary work or business permits.

**8.1 Documents to be provided by the Client**

The Client shall provide the following documents:

* + - The location map
		- Topographic survey map,
		- Weather and Geotechnical data as available,
		- Environmental and Social Management Plan (ESMP)
		- Environmental and Social Guidelines for Contractors

**8.2 Counterpart Staff**

The Director of Buildings will be the counterpart staff whose role will be to coordinate between the Client and the consultant.

1. To enhance the commercialization aspect, POs are linked to off-takers (buyers) through a concept known as a Productive Alliance (PA). Through the PA arrangement, a PO can access project resources such as Matching Grants to help invest in capital items (e.g., construction of warehouses, procurement of modern processing equipment, dairy cows, or transportation trucks, etc.) in order to enhance production and productivity [↑](#footnote-ref-1)