



**THE REPUBLIC OF MALAWI
MINISTRY OF AGRICULTURE
AGRICULTURAL COMMERCIALIZATION PROJECT**

Terms of Reference for

**CONSULTANCY SERVICES FOR
THE ARCHITECTURAL DESIGN REVIEW AND CONSTRUCTION SUPERVISION
OF MALAWI BUREAU OF STANDARDS LABORATORY IN LILONGWE**

1.0 Background

The Ministry of Agriculture (MoA) in close collaboration with Ministry of Trade (MoT) is implementing the Agricultural Commercialization (AGCOM) Project (P158434) with financing from the International Development Association (IDA) of the World Bank.

AGCOM is a flagship project for the Government of Malawi for transforming smallholder agriculture from mostly subsistence to commercial. This project links together producers, service providers including research, extension and off-takers in a value chain, a concept known as a Productive Alliance (PA). AGCOM targets all competitive value chains in crops including horticulture, livestock and fisheries (especially aquaculture).

Project development objective (PDO)

The PDO is to increase commercialization of agriculture value chain products selected under the project. Instead of selecting the value chains in advance, AGCOM is purposely designed to allow the market decide which value chains and buyers have strong prospective commercial linkages. Agricultural value chain products are products of farms and agribusinesses, including crop, livestock, and fisheries products sold domestically or exported, with or without processing, depending on market requirements.

AGCOM project has four components and these are:

1.2 Building productive alliances

This supports the integration of small-scale and emerging farmers (defined as farmers cultivating not more than 8 ha) into value chains by improving their capacity to finance and execute productivity-enhancing investments and respond to the requirements of end-markets and buyers (off-takers): There is a provision of matching grants to participating POs for capital investments with a view to increasing production, yield, quality and sale of agriculture products, improving post-harvest storage and processing capability.

AGCOM will match 70% of approved costs in support of producer organisation in a producer alliance accessed only by Producer Organizations (PO) that are in a Productive Alliance (PA). Further, a Partial Credit Guarantee Fund (PCGF) will be established to facilitate eligible participating POs access to private sector financing for PO sub-projects and this activity also includes capacity development on agriculture lending and implementation of the PCGF. PCGF is a special fund designed to reduce credit risks of project beneficiaries' in order to make their credit applications more attractive to financial institutions (FI). All value chain players (including producer organisations) in a Productive Alliance can apply for a loan through a PCGF if their proposal is successful.

The project, under the same component, provides the last-mile infrastructure (LMI). LMI is public good infrastructure financed by AGCOM and aimed at facilitating operations by the selected POs and off takers in a productive alliance as well as serving the communities beyond the PAs. These may include; rural feeder roads, access to electricity, access to clean water, large-scale irrigation schemes.

Support investment enabling services

This has two sub-components (a) Access to Agricultural Financing --TA will be financed to assess the critical challenges of the current system, examine international experience, and identify suitable risk mitigation mechanisms to strengthen the Malawian warehouse receipt system and concrete engagement models to increase the uptake of farmers as well as Small and Medium Enterprises (SMEs). The TA will also explore strategies for increasing farmers' and SMEs' access to warehouses in rural areas including women and youth. (b) Access to Land for Commercial Agriculture---The project will provide support for the policy and regulatory environment for increasing access to land and tenure security for commercially oriented smallholder and commercial farmers as well as other actors in agricultural value chains.

1.3 Contingent emergency response

This component will allow rapid reallocation of project proceeds in the event of a natural or man-made disaster or crisis that has caused or is likely to immediately cause a major adverse economic and/or social impact. To trigger this component, the Government needs to declare an emergency or provide a statement of fact justifying the request for the activation of the use of emergency funding.

1.4 Project coordination & management

This component is financing project management activities, including the hiring of the Project Implementation Team. The PIU will coordinate the implementation of project activities, monitor project progress, ensure sound fiduciary management, social and environmental safeguards compliance, and engage in communication and reporting.

The Agricultural Commercialization Project is facilitating the construction of a secondary Malawi Bureau of Standards Laboratory in Lilongwe to efficiently service offered by the Bureau for the Central and Northern regions of Malawi. The lab will facilitate both the enforcement and certification of various agriculture products, easing pressure of work for the Laboratory in Blantyre, reducing the waiting times and increase potential for cheaper access for the Northern and Southern regions. The Project intends to apply part of the funds towards the cost of consultancy services for construction of the Laboratory. Consultancy services are needed to oversee the construction works of the project. The Terms of Reference (TOR) is for the provision of consultancy services in the fields of architecture, engineering, quantity surveying, construction management and supervision for the works for the Office in Lilongwe.

2.0 Objectives of Assignment

The broad objective of the assignment is the 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:

- (i) Review the design of a laboratory building and all the produced drawings, schedules, specifications, bills of quantities and bidding documents;
- (ii) Supervise and manage the construction contract including the defects liability period; and

3.0 Scope of Work

3.1 The general scope shall include the following:

3.1.1 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 Bureau laboratory. The consultant will support the Client in the tendering process, bid evaluations and contracting for the contractor.

3.1.2 Construction supervision

The consultants 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 defects 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 the environment of the Bureau.

3.1.3 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 Bureau 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. This cost must be built in the consultants' fees.

The specific tasks for the consultant shall include but not limited to the following:

The consultants shall be a multidisciplinary team to comprise Architect, Quantity Surveyor, Structural Engineer(s), Interior Designer, Landscape Architect, Building Services Engineer and Clerks of Works or an Association/joint venture/consortium of firms of Architects, Structural Engineers, Quantity Surveyors, Interior Designer, Landscape Architect, Building Services Engineers and clerks of works. They shall have the following duties and responsibilities:

3.2 Design Review

3.2.1 Preparation

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

3.2.2 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. Facilitate discussions through provision of modern visualization of alternative building designs.
- Prepare a timetable for the construction of the 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 or tendering purposes.
- Provide information to the client to enable the compilation of Standard Bidding Documents.
- Support the Client in the invitation of tenders and support the issuing of bidding documents by the Client. Respond to all requests for clarification and additional information through the Client. The Client together with the consultant shall carry out evaluation exercise.
- Evaluate the bids together with the Client and report on tenders.
- Prepare contract documents and arrange for their signature by Client and contractor.

3.3 Construction Supervision

3.3.1 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 contracts.
- Hold preliminary meetings with the contractors 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 contractors.
- Handover the sites to the contractors on behalf of the Client and resolve any issues affecting the contractor's site mobilization.
- 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). The consultant shall therefore go to tender after making sure that all the required information including drawings for the successful implementation of the project is in order before going to tender.
- Consult with planning, building control, fire, environment and licensing authorities and statutory undertakers, obtain all planning permissions and make any revisions ordered by such authorities;
- Prepare documents and obtain quotations for specialist works such as electrical and mechanical engineering services, evaluate the quotations and report thereon to the Client;
- Prepare building notices required under Building Acts and/or regulations;

3.3.2 Supervision

- Administer the terms of the construction contracts;
- Examine alternative designs submitted by contractor, Client or any other interested party other than the consultant and advise the Client upon them;
- Visit the site for the purposes of surveying, measuring and recording site information;
- Conduct monthly site and/or management meetings chaired by the team leader with the contractor and Client;
- Provide all necessary additional information to the Client and the contractor to enable them perform their duties and responsibilities in timely manner;
- Inspect the works and materials delivered to the site at regular intervals to ensure compliance with the specifications and other contract documents;
- 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;
- As appropriate, instruct the opening up of completed works to determine that they are in accordance with specifications and other contract documents;
- As appropriate visit the site of extraction, fabrication or assembly of materials and components to inspect such materials before delivery to the site;
- 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;
- Instruct and supervise the contractor on the setting out of the works;
- 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;
- 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;
- 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;
- Check the contractor's drawings for permanent works for conformity with design and safety requirements;
- Arrange for the inspection and testing of whatever materials and plant as are usually inspected;
- 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 for the contractor;
- Deal with disputes and differences that may arise between the Client and the contractor except during arbitration and litigation;
- Arranging and witnessing performance or acceptance tests on site;

3.4 Reporting

- 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;
- Prepare and interpret monthly cash flow projections for the works;
- Prepare monthly valuations of the works in progress;

- Prepare monthly progress reports on Contractors' compliance towards Environmental and Social safeguards;
- Prepare interim payment certificates, completion certificates and other certificates required under the construction contracts;
- 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;
- Prepare quarterly financial statements;
- Monitor changes and variations to the contract including construction methods, negotiate prices for such changes with the contractor and report thereon;
- Prepare quarterly progress and cost reconciliation statements for the effective management of the project;
- Prepare monthly and quarterly reports on Environmental, Safety and Health with key corrective efforts undertaken on site with recommendations;
- Evaluate and negotiate on contractual issues, assess loss and expense claims submitted by the contractor and make recommendations thereon to Client;
- 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.

3.5 Maintenance Training

- Enforce the production and submission by contractors of as built drawings and maintenance manuals for any plumbing installations, electrical installations and equipment installed within the building and conduct operation and maintenance briefing soon before or after the practical completion and handover of the works. Such briefing shall be provided to the head of the Bureau and his/her staff, the Department of Buildings, The PIU and Ministry representatives.

3.6 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:

- Acting on behalf of the Client per their request in any arbitration or litigation proceedings;
- Investigating tariffs or charges to be made by the Client on other Contracts relating to this building;
- Provide advice on taxation and grants.

4.0 Environmental and Social Policy

4.1 General requirements

The Client shall share the Environmental and Social Management Plan (ESMP) and Code of Conduct that were already developed as these outline the environmental, social, health and safety policies that will apply to the project.

The consultant should ensure enforcement of all environmental and social safeguards requirements and regulations at each site by putting monitoring and evaluation measures in the construction works and plant movement based on the following on ES reporting:

- (a) Immediately notify the Client of any failure by the Contractor to comply with its SEA and SH obligations;
- (b) 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;
- (c) 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;
- (d) Share with the Client in a timely manner the Contractor's ES metrics, as required of the Contractor as part of the Progress Reports."

4.2 Specific tasks to ensure 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:

- (i) Supervise the implementation of the Environmental and Social Management Plan (ESMP) and the Environmental and Social Guidelines for contractors (ESGs) during the construction period
- (ii) review the Contractor's Environment and Social Management Plan (C-ESMP) and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts);
- (iii) review and consider the ES risks and impacts of any design change proposals and advise if there are implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements;
- (iv) undertake, as required, audits, supervisions and/or inspections of the site where the Contractor is undertaking activities under its contract, to verify the Contractor's compliance with safeguards requirements (including prevention of Sexual Exploitation and Abuse (SEA), Gender Based Violence (GBV), Child Abuse and Exploitation (CAE), HIV and AIDS and promotion of Safety and Health obligations and Code of Conduct (CoC);
- (v) undertake audits, inspections, monitoring, and supervision and reporting of Contractor's health and safety measures put in place with the view of preventing accidents;
- (vi) Undertake monitoring and supervision of implementation of the Grievance Redress Mechanism, including maintenance of Log books and reporting of cases in order to confirm contractors' compliance with GRM requirements;
- (vii) Provide technical backstopping regrading remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor's ES obligations;
- (viii) ensure representation of Safeguards Specialists at relevant meetings including site meetings, and progress monitoring meetings to discuss and agree appropriate actions to ensure compliance with ES obligations;

- (ix) ensure adherence to preventive measures under COVID-19, including conducting necessary awareness to workers, observing physical distance and promoting hygiene practices such as provision and use of hand sanitizers and hand washing facilities.

5.0 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):

- Team leader: The team leaders should have a BSc in Architecture or Civil Engineering with at least 10 years of experience working in built Environment, registered with a Board.
- Building Design Engineer: A Civil Engineer with at least 10 years of experience, with relevant qualification, registration and experience, specifically with experience in sustainable architecture.
- Electrical Engineer: with BSc in Electrical Engineering and with at least 10 years of experience, with relevant qualification, registration and experience.
- Quantity Surveyors: The Quantity Surveyor should have a BSc in Quantity Surveying with at least 10 years of experience, with relevant qualification, registration and experience.
- Environment and Social Expert, Occupational Health and Safety Expert: The Expert should have a BSc. In Environmental Science with at least 10 years relevant experience qualification and experience.
- Structural Engineer: The Engineer should have a BSC in Civil Engineering with at least 10 years of experience, with relevant qualification, registration and experience.
- Building Services Engineer: The Engineer should have a BSC in Electrical / Mechanical Engineering with at least 10 years relevant experience, with relevant qualification, registration and experience.
- Construction Supervision Engineer: The Engineer should have a BSc, in Civil Engineering with at least 10 years of experience, with relevant qualification, registration and experience.
- Safeguards Specialist (at least with 5 years' experience in managing environmental issues, social issues, gender and social inclusion issues and occupational health and safety issues)

6.0 Reporting Requirements and Time Schedule for Deliverables

The 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 Irrigation Services 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.

Item	Deliverable	Due date
1.	An inception report within.	2 weeks of commencement of the assignment
2.	<p data-bbox="326 254 509 281">Design Review</p> <ul style="list-style-type: none"> <li data-bbox="326 327 911 432">• A Site Investigation report to be submitted up for completion of the consultants site investigations; <li data-bbox="326 478 911 898">• 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. <li data-bbox="326 945 911 1010">• All planning approvals shall be obtained at this stage. <li data-bbox="326 1056 911 1121">• Revised Bills of quantities for all the works shall be submitted and in elemental format. <li data-bbox="326 1167 911 1232">• A detailed cost estimate based on the bills of quantities (pre-bid estimate). <li data-bbox="326 1278 911 1344">• A standard bidding document prepared in the format approved by the World Bank. <li data-bbox="326 1390 911 1570">• At least fifteen complete sets of bidding documents comprising set of architectural structural and services drawings, specifications, bills of quantities and the standard bidding document. <li data-bbox="326 1617 911 1745">• A complete set of production information and documents in sufficient detail required under the building contract to complete all the construction. <li data-bbox="326 1791 911 1894">• Electronic copies of all drawings and details in AutoCAD 2013 or later version format and PDF and all tender documents in MS 	30 days from approval of inception report

	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.	
3.	<p>Construction Supervision</p> <p>Minutes of all meetings issued within five working days of the meeting. The minutes shall contain the following as a minimum requirement:</p> <ul style="list-style-type: none"> • 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 	12 Months from start of works contract
4.	<p>Progress Reports</p> <ul style="list-style-type: none"> • 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
5.	<p>Safeguards Compliance Report</p> <p>The report shall provide details on progress towards implementation of C-ESMP and other</p>	Monthly

	<p>environmental and social requirements under the project including GRM</p> <p>Please note that all payments shall be processed only upon recommendations of AGCOM Safeguards Team regarding progress in the implementation of agreed safeguards measures stipulated above. In other words, payments will be withheld until or unless there is satisfactory progress in the implementation of safeguards measures.</p>	
6.	<p>Cost Reports and Final Accounts</p> <p>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:</p> <ul style="list-style-type: none"> • Prime Cost and Provisional Sums; • Provisional Quantities; • Instructions; • Loss and expense claims; and • Statutory Price Fluctuations. <p>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.</p>	Quarterly
7.	<p>Certificates</p> <p>The following certificates shall be in any format chosen by the team leader of the consultants subject to provisions of the construction contracts.</p> <ul style="list-style-type: none"> • Extension of completion date; • Practical Completion; and • Certificate of Making Good Defects 	Ongoing during construction period

	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.	
8.	<p>Maintenance during Defects Liability Period</p> <ul style="list-style-type: none"> • 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 Bureau 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 Bureau; • 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
9.	Final Consultancy report	26 months from start of assignment

7.0 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.

Documents to be provided by the Client

The Client shall provide the following documents:

- The location map and topographic survey map,
- Weather and Geotechnical data as available,
- Environmental and Social Management Plan (ESMP) and Environmental and Social Guidelines (ESGs) for contractors

Counterpart Staff

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