



TERMS OF REFERENCE

PROJECT MANAGEMENT CONSULTANCY SERVICE FOR

The Proposed 11 Storey BCC Creators Hub

19 February 2024

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1. INTRODUCTION

Business Center Corporation (BCC) is a State-owned Enterprise incorporated in 2017 by Presidential Decree as the implementing body of MSME development projects initiated by the Ministry of Economic Development. The main objective of BCC is to create an enabling and inclusive business environment for Micro, Small and Medium-sized Enterprises (MSMEs), through various support mechanisms geared towards assisting small businesses to sustain, scale, and grow.

2. PROJECT BACKGROUND

BCC is seeking a qualified Consultancy firm, to provide project management consultancy services for the Design and construction of the BCC Creators Hub, a proposed 11 Storey Building during design, construction and defects liability period.

2.1 Current Project Details

- 2.1.1 BCC Creators Hub is a proposed 11 Storey building by BCC in Chaandhanee Magu, Male', Maldives.
- 2.1.2 The plot area of the building is 1,509Sqft.
- 2.1.3 The building is to be utilized for commercial purposes.
- 2.1.4 The proposed period for the design and construction of the building is 400 calendar days with a defect liability period of additional 365 days.

3. SCOPE OF SERVICES

The scope of services is divided into two main parts, which are Part I; Normal Services and Part II; Additional Services

PART I: NORMAL SERVICES

3.1 General

3.1.1 Contract Management Framework

- 3.1.1.1 BCC will be the principal owner of the Project and site with the “Project Management Consultant” in short “Consultant” as the Project Manager, Engineer, technical Consultant and as an advisor to BCC during Design, Construction and defects liability period. Thus, the key assignment for the Consultant will be the overall management of the Project and making all the technical and engineering decisions in the management of the contract for the execution of the Project
- 3.1.1.2 The Consultant will act on behalf of the BCC, overseeing, managing, and monitoring the BCC’s Contractor’s performance of the Project (during Design, Construction and Defects Liability Stage).
- 3.1.1.3 The Consultant generally will be required to seek prior approval from the BCC in each instance, generally with regard to the following (but not limited to) matters;
- a) Variation orders, both in terms of work quantities and especially those pertaining to financial implications.
 - b) Sanction of additional items, sums or cost variations of rates and prices.
 - c) Approve time extensions for the contract.
 - d) Permanent or temporary halts (suspension) to work, or the overall termination of the contract.
 - e) Notice for claim and claims on behalf of the BCC.
 - f) Replying to Contractor’s notice of claim and claims.
 - g) Approval of materials in respect to the aesthetical view of the building
- 3.1.1.4 The consultant shall undertake full administration of the contract and supervise the works, assuming the role “The Employer’s Representative” as defined in the Fédération Internationale des Ingénieurs-Conseils (FIDIC) Silver Book as further elaborated in the Employer’s Requirements.

3.2 Details of Services

3.2.1 The Services are divided as

3.2.1.1 Service During the Design and Construction Stage

3.2.1.2 Service During Defects Liability Stage

3.2.1.1. Service During the Design and Construction Stage

During this stage, the Consultant's key responsibilities will be for the administrative and technical implementation of the project on behalf of BCC through management and supervision of the selected Contractor in alignment with the stipulated time prescribed in the construction contract. The key responsibilities of the Consultant during this stage are as follows (but not limited to):

- (a) Review the Construction contract and provide feedback to the BCC in respect to drawbacks and improvements.
- (b) Advice and assist in obtaining all the necessary documents from the awarded Contractors for the fulfillment of the legal and contractual requirements such as but not limited to work schedule (with manpower plan, equipment schedule, & material supply schedule), guarantees, list of Contractor's representative & personnel's, work methodologies, quality Management plan, safety, health and environment plan, payment milestone schedule, cash flow forecast, etc.
- (c) Organize and manage the kick-off meeting (start-up meeting) and conduct regular weekly meetings and management meetings (upon request) with the Contractor.
- (d) Maintain minutes and records of all meetings and discussions held with the Contractor and forward the same to BCC highlighting any key issues that were or need to be addressed with regards to such meeting and discussions.
- (e) Maintain correspondence of all letters and mails, and ensure timely reply of the same
- (f) Maintain design submissions, forward to the BCC or BCC's design Consultant and ensure timely reply of the same.
- (g) Coordinate with service providers, to assist the Contractor in fulfilling the contract obligations in respect to requirement of the service providers.
- (h) Carry out detailed checking and verification of the setting-out of the BCC's Contractor work in conjunction with data available with BCC and Consultant, with respect to any additional reports, studies or guidelines to ensure conformity with the requirements.
- (i) Ensure that the building is designed as per the BCC's requirement using the most adequate materials and maximizing the utilizable space.

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- (j) Implement a system of monitoring and quality assurance and quality control of the Project to ensure the details of the work is being carried out as per planned scheduled and in alignment with the required drawings and technical specifications, and maintain a permanent record of all progress, inspection, instructions, reports and approval forms
 - i. Carry out regular inspections of the Contractor's equipment, plant, machinery, installations, manpower and other requirements to ensure compliance with the agreed contract details.
 - ii. Implement a system of monitoring the progress of work based on computer-based project management techniques.
 - iii. Monitor the day-to-day site activities progress, site conditions, site incidents, issue site instruction, notice to correct in respect to work progress, safety, environmental and technical matters.
 - iv. Maintain an up-to-date status of all activities related to work, to be made available to BCC when needed.
 - v. Carry out comprehensive technical inspections of the works by carrying out and certifying construction activities to ensure the quality and conformity as per the drawings, standards and specifications given in the contract
 - vi. Carry out comprehensive technical supervision of the works by carrying out regular site visit and to assess, instruct, check and certify all laboratory and field tests to ensure the quality and conformity as per the standards and specifications given in the contract.
 - vii. Maintain material approval submissions and approve/comment the submissions to ensure the quality and conformity as per the drawings, standards and specifications given in the contract
 - viii. Supervise and ensure that the Contractor complies with all measures required in terms of safety and care of the labor force, environmental aspects and the existing population on Male'.

 - (k) Investigate and initiate early remedial actions with regards to any delays in the execution or if falling behind from the original schedule with such delays or remedial measure to be documented and forwarded to BCC at the earliest.

 - (l) Take immediate measures to firstly notify BCC of any non-compliance in terms of the agreed Standards and specifications for all components of the works being carried out by the Contractor, to take any immediate remedial measures to rectify the discrepancy and to follow-up to ensure no further repetition of such issues.

 - (m) Evaluate variations, Contractor's proposal and carryout value engineering, issue variations orders and/or work orders on behalf of the BCC.

 - (n) Verify all advance, interim, variations, and final payment at completion to be released by BCC to the Contractor and maintain a permanent record of all such measurements/inspections of the work quantities, tests and any other records as per the requirements in the contract for the verification of the payments.
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- (o) Maintain up to date records of completed and remaining work to be carried out, and monitor expected Project costs based on work carried out, ongoing and work pending.
 - (p) Plan and monitor the expected payment schedule to ensure BCC has adequate information to manage the cash flow to ensure sustained operations of the contract as per the original schedule.
 - (q) Maintain and manage Claims ensuring timely response of Contractor's notice of claim and detail claim throughout the project and timely issuing of notice for claim on behalf of the BCC and preparation of detail claim on behalf of the BCC.
 - i. Review and analyze the Contractor's and BCC's claims and notices and provide expert opinion
 - ii. Preparation, defense and negotiation of Contractor's claims for extension of time, indirect (consequential loss) and direct loss and/or expense, or general damages.
 - iii. Preparation, defense and negotiation of BCC's claims for extension of time (defect notification period), indirect and direct loss and/or expense, or general damages.
 - iv. Assist/advise the BCC in the assessment of Contractor's claims and provide expert opinion
 - v. Assist/advise the BCC in the preparation and substantiation of BCC's claims
 - vi. Assist in preparation of negotiating planning and negotiations with the Contractor for amicable settlement a fair determination.
 - vii. Review and analyze Contractor's and BCC's claims case and give advice and expert opinion whether to proceed with Adjudication process, arbitration and litigation.
 - viii. Advising the BCC with the matters related to any disputes or any work or matter arise due to taking of any step in or towards litigation or arbitration relating to the works.
 - (r) Prepare final inspection report including defect lists and verify rectification of same and issue of taking over certificate.
 - (s) On completion of the works, certify the final completion certificates and obtain the final drawings, documents, charts, calculations, photos, videos, recorded drawings, Operation and Maintenance Manuals, and any other relevant information from the Contractor and forward to BCC prior to conclusion of the Project.

3.2.1.2. Service During Defects Liability Stage

- (t) Carryout defect inspections, prepare defects list and submit the same to the Contractor and BCC at time of practical completion and just prior to expiry date of Defects Liability period (as brought to notice by the BCC) and verify rectification of same.
- (u) Verification of all payment related to final account to be released by BCC to the Contractor and issue of Performance certificate.

PART II: ADDITIONAL SERVICES

In the event the Design and Construction stage exceeds the maximum prescribed period, the Consultant shall continue his services at the same rate that is agreed for the construction period.

4. DELIVERABLES

The following covers a broad list of key deliverables required from the Consultant either as parts of the Consultant's direct work or outputs delivered from the Contractor through the Consultancy Service.

4.1 Design and Construction Stage

4.1.1.A commencement report outlining drawbacks and improvements of the contract, possible variations, potential claims and risk within 14 days of commencement of Construction work or assignment of service.

4.1.2.Minutes of meeting (singed by Contractor, Consultant and BCC) for all meetings mentioned under Scope of Service

4.1.3.Daily reports, showing the work carried with progress percentage for each work, number of direct and indirect manpower separately for each class, machineries, plant and equipment, weather condition, and any other incident happened at site. Reports to be obtained from Contractor and submitted to BCC by end of each week.

4.1.4.Monthly progress reports,

- (i) showing the progress; outlining the work carried out over the month with photos, percentage progress with respect to the planned schedule, highlighting any deviation, be it actual or foreseeable & Milestone achieved, propose any changes required in the schedule due to extraneous reasons beyond the control of the Contractor
- (ii) addressing quality control/assurance measures taken; with test reports, approved materials providing, site instructions,
- (iii) addressing health, safety and environment measures taken; with incident/accident reports, toolbox talk,
- (iv) payments and claim status; payments applied and paid, Claims and variations, cash flow summaries for ongoing works,
- (v) details of materials brought at site and shipments, and
- (vi) weather reports to be obtained from Contractor and submitted to BCC by 5th day of every month

- 4.1.5. Certificates for advance payments, interim payment with progress bill & quantity statement (measurement sheet/inspection sheets) and any other document required for the verification of the payment certificate within the stipulated time in the construction contract.
- 4.1.6. Final report within 21 days of the completion.
- 4.1.7. Final quantity statement (measurement/inspection reports) works carried within 28 days of the completion.
- 4.1.8. Defects list at time of practical completion and submit its rectification report within 21 days of the completion.
- 4.1.9. Certificate for final payment for construction works to be released by BCC to the Contractor within the stipulated time in the construction contract.
- 4.1.10. Final as-built drawings (Civil, Architectural and Services), Operation and Maintenance Manuals for the project within the stipulated time in the construction contract.

4.2 Defects Liability Period

- 4.2.1. Defects list just prior to expiry of defects liability period and submit its rectification report.
- 4.2.2. Verified payments related to final account to be released by BCC to the Contractor.

5. DURATION

The Consultant is expected to provide their services for a period of 400 calendar days for the design and construction period and expected to provide additional service for extended period of construction contract, with an additional 12 months for defects liability period.

6. CONSULTANT'S QUALIFICATION AND TEAM

6.1 Qualification and experience

- 6.1.1. All members of the team should have a minimum years of experience stipulated in the table below & must have worked on at least 5 projects of similar scope after acquiring the required qualification educational certificate (graduation).

6.1.2. The Consultant shall engage minimum 1 Site engineer dedicated for this project. The Consultant must ensure that the required, professional, technical and administrative inputs, required to deliver on the project are considered, made available when required during (to fulfill the Deliverables) throughout construction period and the Defects Liability stage.

6.1.3. The Consultant shall provide sufficient evidence and detail of qualifications, certification, experience and availability for personnel, which must be available for the required time. Where personnel are no longer available, the Consultant must provide similar evidence to assure that replacement personnel are of similar or exceed the qualifications and experience of the previously submitted. BCC reserves the right to accept or reject based on changes to the Consultant personnel.

6.1.4. The Consultant shall provide evidence satisfactory to BCC and as outlined in the Bidding document to indicate the following:

- Qualifications of the personnel
- Certifications of the personnel
- CV of the personnel
- Professional registrations
- Project experience certificates
- The Consultancy Team (the “Consultancy Team”) shall consist of the following key personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified below:

6.2 The Consultant Team

The Consultant Team should consist of the following minimum number of personnel for the project excluding the clerical and administrative staff.

Proposed Position	Minimum Desirable Qualification	Total years of experience after graduation	Number of Positions required
Project manager/ Team Leader	Minimum of a Bachelor’s degree in Project Management / Civil Engineering / Construction Management or relevant field.	- Minimum 5 years’ experience in project management	1
Civil Engineer	Minimum of a Bachelor’s degree in Civil Engineering	- Minimum 5 years’ experience in Civil Engineering	1

Quantity surveyor	Minimum of a Bachelor’s degree in quantity Surveyor OR Civil Engineering, Construction Management, Architecture, any other relevant field.	- Minimum 5 years’ experience in Quantity Surveying	1
Site engineers	Minimum of a Diploma in civil engineering/architect/construction management	- Minimum 5 years’ experience in Site Engineering	1

- *Failure to meet the requirement given for “Consultant’s qualification and team” will lead to disqualification of the bid. The BCC will determine whether the proposed qualification or experience fits the requirement, and such decision will not be contested by the bidder.*
- *No individual associated with the construction contractor, whether as an employee, consultant, or in any other capacity, shall be eligible for this engagement. This includes but is not limited to project managers, supervisors, engineers, and subcontractors directly or indirectly affiliated with the construction firm. BCC has the discretion to disqualify any bidder that has a direct affiliation with the construction firm, and such a decision shall not be contested by the bidder.*

7. LANGUAGE & CURRENCY

All the documents, documentation and communications for this engagement shall be in English.

All prices are to be quoted in Maldivian Rufiyaa (MVR) and should be inclusive of Goods & Service Tax

8. PAYMENT TERMS

8.1 During Design and Construction stage

- The Consultant should quote a lump sum amount for the design and construction stage in the bid.
- This lump sum amounts will be distributed monthly throughout the design and construction stage and payment will be made on a monthly basis during this period.
- 5 % of each bill will be retained up to a limit of 5 % of the total quoted lump sum amount. 50% of the total retained amount will be released at the completion of the construction stage.

8.2 During Defects Liability period

The remaining 50% will be released upon completion of the defects liability stage.

8.3 Payment Schedule

Activity Stages	Milestones	Fee (MVR)	Payment Terms
<i>Design and Construction Stage</i>	Monthly fee for the performance of deliverables 4.1.1 to 4.1.8	<i>Proposed Lumpsum Figure</i>	<i>Lump sum figure to be distributed throughout the same construction project duration and paid on a monthly basis with 5% of payments withheld</i>
	Payment upon completion of deliverable 4.1.9		<i>Release 50% of the total cumulated retention money upon completion of project.</i>
<i>Defects Liability Stage</i>	Payment upon completion of deliverable 4.2.1 and 4.2.2		<i>Release balance 50% of the total cumulated retention money upon completion of the Defects Liability stage.</i>

9. PERFORMANCE SECURITY

Performance security of this project is MVR 35,000.00 (Thirty-Five Thousand Rufiyaa) in the form of a Guarantee from a reputable bank or a financial institute selected by the bidder and acceptable to the BCC. Performance security shall remain valid through the entire contract period.

10. EVALUATION METHOD

All Bids shall be evaluated on the following basis for a total maximum of 100 points (pts). Points shall be given according to the following.

10.1 Bid Evaluation Criteria:

10.1.1. Price

10.1.1.1. A Total of 100% will be allocated for this criterion.

10.1.1.2. In calculating the score under this criterion, the party quoting the lowest collective Price will get the maximum points allocated under this criterion and the points for the remaining bidders will be distributed on a pro rata basis in descending order.

10.1.1.3. The formula thus used for the computation of the score is as follows:

$$\text{Price Score} = \frac{\text{Lowest Proposed Price Among the Bids Received}}{\text{Particular Bidders Proposed Total Price}} \times 100\%$$

11. GENERAL INSTRUCTION TO BIDDERS

- 11.1 This Invitation to Bid is open to all local and international consultancy firms
- 11.2 All Bidders shall include the information and the documents required in the bid data. Bids with incomplete/inaccurate documents will be deemed non-responsive and subject to rejection in the evaluation stage.
- 11.3 If it is determined at any stage of evaluation that any of the documents submitted are fraudulent, inaccurate or modified the submission will be disqualified.
- 11.4 A consistent history of litigation or arbitration awards against the bidder will result in disqualification of the bid.
- 11.5 Before the deadline for submission of bids, BCC may modify the bidding documents by issuing addenda.
- 11.6 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all concerned parties.
- 11.7 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the BCC shall extend, as necessary, the deadline for submission of bids.
- 11.8 BCC reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for BCC's action.

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