

**Embassy of India
HARARE**

**Development / Re-development of GOI owned property at India House, 25
Piers Road, Borrowdale, Harare, Zimbabwe**

Terms of Reference for Appointment of Project Manager

1. SCOPE OF SERVICES- Project Management Consultancy from construction stage

Scope of services to be rendered by the Project Manager shall be in stages as define in clause 2 to 6 below;

2. CONSTRUCTION STAGE

The Project Manager shall:

- a) Prepare a time schedule in consultation with the Employer in respect of the various services to be rendered by the contractors. While preparing the time schedule the Project Manager would take all necessary precautions, so that, there is no time and cost overrun of the project.
- b) Supply the Contractor all working drawings, specifications and details for proper execution of the work as received from employer.
- c) Direct the Contractor to prepare a Works Progress Schedule.
- d) The Project Manager shall supervise and oversee the construction and certify the quality of all work done at site strictly in accordance with the terms of contract, approved design, all types of drawings and specifications etc. Project Manager shall report regularly to the Employer regarding his findings and shortcomings on part of the contractor.
- e) Obtain the Employer's approval for any material deviation in design or cost or the working drawings, schedules and specifications form the approved scheme of the Project.
- f) Obtain approval of the Employer if the total authorized expenditure or the building contract period is likely to be materially varied.
- g) Assist the Contractor to obtain construction permits, quota certificates, licenses, services connections etc. from the concerned local authorities/agencies as required to start the construction of the work and seek approval from the Employer for the same, if required.

3. SCOPE OF WORK

i) The Project Manager shall

- a) Prepare a Project Management Schedule in consultation with Employer, main consultant and other services consultants, if any, and the contractor in the form of PERT/CPM/Bar charts to manage all aspects of the project to ensure its smooth running and timely completion of the entire project within the given budget.
- b) To check and approve shop-drawings submitted by the Contractor under intimation to the Employer.
- c) Provide all necessary full time on-site supervision and inspection regularly, to check if the works are being executed strictly in accordance with the terms of contract, working drawings, specifications and as per Schedule program and promptly inform the Employer in case of any shortcoming on the part of the Contractors.
- d) To ensure progress and quality of the work by monitoring, coordinating with all the agencies on the site, and by having periodical quality checks during the execution.
- e) To certify quality of all works, accounts of works, materials, etc.
- f) To certify bills submitted by the contractors before claims of payment before the employer
- g) To certify the final completion of work after obtaining the Employer's prior written approval.
- h) To obtain the completion and occupation certificates/permits, all utility/services connections as required from all the concerned Local Authorities/agencies after completion of work.
- i) To obtain and provide certified copies of all guarantees, warranties, test certificates to the Employer.
- j) To secure preparation of as-built completion drawings including layout plan, all floor plans, elevations and sections and structural details including details of all services and supply three sets (hard copy) with one reproducible copy and one soft copy of as-built construction drawings to the Employer.

- k) To assist the Employer in any dispute, arbitration, litigation if arises out of the contracts entered into in respect of above work.
- l) To get prepared and compile the maintenance manual through the various construction agencies involved and provide three copies to the Employer.
- m) Inspect and identify defects prior to the expiry of Defect Liability Period, warranty claim; advise corrective measures and get the rectification of all defects through concerned contractor/s thereof to full satisfaction of the Employer and issue a certificate of final Completion of work after rectifying all the defects to the satisfaction of the Employer.

ii) Construction Management Team

- a) The Project Manager shall set up a competent Construction Management Team deployed for this purpose. The team leader shall be supported by such other Project Engineer(s) / staff, as considered necessary and if required, shall also have the assistance of Consultants/Engineers from other disciplines. The Project Manager shall be fully responsible to the Employer for satisfactory performance of construction management services enumerated.

4) POST-CONSTRUCTION STAGE

The Project Manager shall:

- a) Prepare completion (as-built) drawings, submit application to local authorities for accord of service-connections, safety certificates. Apply for and obtain 'Temporary Occupation Permit (TOP), Certificate of Statutory completion (CSC) and endorsement of 'Final Completion' on plans from relevant authorities; obtain occupation certificate permit, all utility services connections from the concerned Local Authorities, as required.
- b) Hand-over the project along with necessary documentation operation manuals, test certificates, authenticated guarantee/warranties etc.
- c) Monitor the functioning of the building and its operations systems during the 'Defect Liability Period'.
- d) Inspection and identification of defects prior to the expiry of Defect Liability Period, warranty claim; to advise corrective measures and to direct the rectification thereof.

5. FEE FOR PROJECT MANAGEMENT SERVICE

Project Manager shall be paid for the professional services to be rendered by him as described in clause 3 i) & ii) as Project Management Services @% (..... percent) on the estimated or approved tendered cost (on which work is allotted to Contractor / Contractors, whichever is less. This Fee shall be fixed as a lump sum figure once the tender/tenders are accepted and shall be frozen. The fee shall not be revised even if there is cost escalation on the project cost on account of any change ordered within the scope of work on after award of the work.

STAGES OF PAYMENT OF FEE FOR PROJECT MANAGEMENT SERVICE

S.No.	Stages of payment	Percentage of Total Construction Management Fee (as per clause 3)
i	On deployment of Construction Management Team at site [(as per clause 3 i) a)], plotting of building layout at site and start of actual excavations work.	USD 1000/-
ii	On certification of completion of 15% of Work according to Clause 3 b) to 3 e)	12.5%
iii	On certification of completion of 30% of Work according to Clause 3 b) to 3 e)	12.5% subject to adjustment of USD 1000/- paid as per 5.1 i) above
iv	On certification of completion of 45% of Work according to Clause 3 b) to 3e)	12.5%
v	On certification of completion of 60% of Work according to Clause 3 b) to 3 e)	12.5%
vi	On certification of completion of 90% of Work according to Clause 3 b) to 3 e)	12.5%
vii	On completion of 100% of the work with finalization of all accounts, completion drawings and obtaining completion certificates from local bodies etc. [on completion Clause 3 i) & 3 ii) by Consultant]	Balance (15%) payment up to 90% of the total payment
vii	One year from the certified date of completion of work in all respects [on completion of all Clause 3 i) & ii) & clause 4 c) & 4 d)	10%

For stage payment of Project Manager fee during the construction stage (Clause 2 and construction management fee (Clause 3 i) & 3 ii), the percentage of completion of work shall be calculated as the percentage of tendered cost and the certified completed work shall mean the executed work for which the **Project Manager** bills in terms of quantum and quality have been duly certified by the **Mission** for payment.

6. TIME SCHEDULE

A) The work shall be carried out by the Project Manager and their Local Sub Consultants with the due expedition and strictly in accordance with the time schedule, **which is as per the contractor's work.**

7) GENERAL

- a) The Project Manager shall be fully responsible for technical soundness of the construction work including those of specialists engaged, if any, by him and also ensure that the construction work is carried out strictly in accordance with drawings and specifications.
- b) The Employer may have the construction work inspected at any time by any officer nominated by him who shall be at liberty to examine the records, check estimates, structural designs and verify measurements and the quality of construction.
- c) The appointment of Employer's own supervisory staff, if any, does not absolve the Project Manager of his responsibility of supervision. The Project Manager shall remain solely responsible for the quality of material, workmanship, structural soundness, designs and construction, and for all provisions of the contract so as to satisfy the particular requirement of the specifications or drawings or other terms.
- d) The Project Manager hereby agree that the fee to be paid as provided herein Clause 5, will be in full discharge of the functions to be performed by him.
- e) The Employer shall not be responsible for any damage, loss or injury caused to the Project Manager or Employees of the Project Manager employed.

8) ELIGIBILITY CRITERIA

8.1 Essential criteria : To be eligible for prequalification, the applicant etc. Architect/Architectural firm/Structural engineer/Qty surveyor must be qualified Architect/Architectural firm/Structural engineer/Qty surveyor and have valid registration for their practices in Harare/Zimbabwe and should be eligible to submit the proposal to the Municipality and the other local authorities, mandated for issuing permissions/approvals and licenses etc. as required for proper execution of the project. The applicant (or Joint Venture, in the case of JV firms) must have its headquarters or a branch office in Zimbabwe and must have provided their services or executed similar projects in the past 7 years.

8.2 In the above criteria for the similar projects means project of having similar scope of work etc. providing comprehensive service for planning and design for projects having scope of consultancy services for Architectural, Qty surveyor, Structural, internal and external services, plumbing electrical, HVAC, Acoustic, security, communication, landscape, interior and other specialized discipline etc. involving in the building project including obtaining Local Body approvals for those projects.

8.3 The applicant must possess with 7 years professional experience, registered with the appropriate statutory authorities and permitted to practice as an Architect/Architectural firm/Structural engineer/Qty surveyor in Harare, Zimbabwe.

9. SELECTION PROCESS

The selection of Architect/Architectural firm/Structural engineer/Qty surveyor shall be done through technical and financial evaluation of proposals submitted by the company. Each applicant will be required to submit Technical and Financial bid separately in sealed envelop with suitable covering letter. The applicant who does not submit the bid in two bid/envelop system (Technical and Financial) will be summarily rejected. The Financial bid of applicant who does not qualify in technical bid will not be opened and the same will be returned unopened to the bidder

10. SUBMISSION OF DOCUMENTS

Applicants are requested to provide certified or self attested documents for the followings :

- a) Copy of Registration Certificate from the appropriate statutory authorities permitting applicant to practice as an Architect/Architectural firm/Structural engineer/Qty surveyor in Harare Zimbabwe.
- b) Address of the company/branch offices, as given in the company registration documents (copy to be attached).

- c) Applicants are required to provide information of the projects completed in the last 7 years which are similar projects to this.
- d) Length of experience will be counted as on the date of publication of Press Notice.

The bids may be sent to Head of Chancery, Embassy of India, 12 Natal Road, Belgravia, Harare, by 01st December 2017 till 1600 hrs.

11) QUOTATION OF 'FEES'

To be quoted all-inclusive as a Percentage of Estimated cost of Construction for all the Services and for the Construction Management Services separately as mentioned below for:

Services	Quoted fee
Construction Management Services as defined % Scope of services in Terms and Conditions document in clause 3 (i) & 3 ii)	-----

Date: