



INVITATION TO BID
SLE/ITB/2017/003 – Refurbishment of SLMD Tower Hill & SLMD HQ Offices
And
Rehabilitation and Upgrade SLMD forecasting and provincial stations
As detailed in the Bid Data Sheet of this ITB

United Nations Development Programme
Sierra Leone

April 2017



Empowered lives.
Resilient nations.

UNDP Sierra Leone

13th April, 2017

Section 1. Letter of Invitation

ITB No. SLE/ITB/2017/003

Refurbishment of SLMD Tower Hill & SLMD HQ Offices

And

Rehabilitation and Upgrade SLMD forecasting and provincial stations

As detailed in the Bid Data Sheet of this ITB

Dear Madam/ Sir,

The United Nations Development Programme (UNDP) in Freetown, Sierra Leone hereby invites you to submit a Bid to this Invitation to Bid (ITB) in respect of the above mentioned procurement.

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders
- Section 3 – Bid Data Sheet
- Section 4 – General Terms and Conditions
- Section 5 – Special Conditions
- Section 6 – Technical Drawings and BOQ
- Section 7 – Technical Specifications
- Section 8 – Bid Submission Form

United Nations Development Programme

55 Wilkinson Road

P.O.Box 1011, Freetown, Sierra Leone

Attention: Procurement Specialist

Email Address: Yonah.samo@undp.org

The letter should be received by UNDP no later than **28th April 2017, at 12. 00 Hours, Local Time**. The same letter should advise whether your company intends to submit a Bid. If that is not the case, UNDP would appreciate you indicating the reason, for our records, **Bids will be opened on the same day (28th April 2017) at 12:30 prompt at UNDP Conference Room.**

If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet (Annex as the focal point for queries on this ITB).

UNDP looks forward to receiving your Bid and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely

Yonah Samo
Officer in Charge Operations

April 13, 2017

2

SLE/ITB/2017/003: Refurbishment and Rehab. of SLMD Offices in various locations in S/L.

Section 2: INSTRUCTIONS TO BIDDERS

A. Introduction

1. **General:** The Purchaser invites Sealed Bids for the supply of goods to the UN system
2. **Eligible Bidders:** Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation to Bids.
3. **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the procuring UN entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

4. **Examination of Solicitation Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.
5. **Clarification of Solicitation Documents:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify the procuring entity in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than one week prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that received the Solicitation Documents.
6. **Amendments of Solicitation Documents:** No later than one week prior to the Deadline for Submission of Bids, the procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the procuring entity may, at its discretion, extend the Deadline for the Submission of Bids.

C. Preparation of Bids

7. **Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity shall be written in the language indicated on the Bid Data Sheet - **the English language.**

8. Documents Comprising the Bid:

The Bid must comprise the following documents:

- a. Bid Submission form (Section 9);
- b. A signed Bill of Quantities, completed in accordance with Section 5 and clause 11 of Instructions to Bidders, with each item quoted for and each page of the BOQ completed with signature and Company's/Business Stamp.
- c. Valid and Up-to-date National Social Security and Insurance Trust Clearance (NaSSIT)
- d. Valid and Up-to-date National Revenue Authority – (NRA) Tax Clearance Certificate
- e. Certificate of Business Registration
- f. Certificate of Incorporation/Business Name Registration
- g. Ministry of Works Contractors Certificate of Registration (Financial Class 1 or 2)
- h. List of Equipment owned to be hired from SLRA – MSU
- i. CVs and Copies of Certificates of Technical Personnel (Engineers, Clerk of Works, etc.)
- j. Audited Statement of Account of the company for the last two years
- k. Current Annual Practicing Certificates of at least two Civil Engineers from SLIE/PERC, in accordance with The Professional Engineers' Act No. 3 of 1990
- l. Programme of work for the entire project not exceeding Two months
- m. Documentary evidence established in accordance with clause 9 of Instructions to Bidders and Annex VI that the Bidder is eligible to and is qualified to perform the contract if its Bid is accepted, and including at least the following:
 - i. Two letters of reference from different, verifiable, satisfied clients for whom similar work has been done in the past two years must be submitted.
- n. Documentary evidence established in accordance with clause 10 of Instructions to Bidders that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents, particularly the bill of quantities.

9. Documents Establishing Bidder's Eligibility and Qualifications:

The Bidder shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination.
- (b) That the Bidder has the financial, technical, and production capability necessary to perform the contract.



10. Documents Establishing Goods' Conformity to Bidding Documents:

The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all goods and related services which the Bidder proposes to supply under the contract. The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the goods and services;

11. Bid Currencies/Bid Prices:

- a) All prices shall be quoted in Sierra Leone Leones (SLL). The Bidder shall indicate on the Bill of Quantities the unit prices (where applicable) and total Bid Price of the goods/services it proposes to supply under the contract.
- b) All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.

12. Period of Validity of Bids: Bids shall remain valid for 90 days after the date of Bid Submission prescribed by the procuring UN entity pursuant to clause 16 of Instructions to Bidders. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 20 of Instructions to Bidders. In exceptional circumstances, the procuring UN entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

13. Bid Security: not applicable.

D. Submission of Bids

14. Format and Signing of Bid: The Bidder shall prepare four copies of the Bid, clearly marking each "One Original Bid" and "Three Copies of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern. The three copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

15. Sealing and Marking of Bids:

15.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.



15.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the address given in section I of these Solicitation Documents;
and

(b) Make reference to the "subject" indicated in section I of these Solicitation Documents **(SLE/ITB/2017/003/SLMD Rehab. /Lot No.)**, and a statement: "DO NOT OPEN BEFORE 12:00 PM on 28 April 2017".

15.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".

15.4 If the outer envelope is not sealed and marked as required by clause 15.2 of Instructions to Bidders, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

16. Deadline for Submission of Bids/Late Bids:

16.1 Bids must be delivered to the office on or before the date and time specified in section I of these Solicitation Documents **(FRIDAY 12:00 PM (Freetown, Sierra Leone time) ON 28th April 2017)**.

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 Any Bid received by the Purchaser after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.

17. Modification and Withdrawal of Bids: The Bidder may withdraw its Bid after submission, provided that written notice of the withdrawal is received by the procuring UN entity prior to the deadline for submission. No Bid may be modified after passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.

E. Evaluation of Bids

18. Clarification of Bids: To assist in the examination, evaluation and comparison of Bids the procuring UN entity may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

19. Preliminary Examination:

20.1 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of

each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations.

20.2 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

20.3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

20.4 A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

21. **Evaluation of Bids:** Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

22. Evaluation Criteria:

Evaluation Criteria	
1.1	Price
1.2	Compliance with requirements relating to technical design features or the product's ability to satisfy functional, technical and performance requirements.
1.3	Compliance with Special and General Conditions specified by these Solicitation Documents.
1.4	Demonstrated ability to comply with critical provisions such as execution of the Purchase Order/Contract by honoring the tax-free status of the UN.
1.5	Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. Part C, Article 8 of the Instruction to Bidder, warranties etc.).

F. Award of Contract

23. **Award Criteria:** The procuring UN entity will Issue the Purchase Order/Contract by Lot with no one Company getting more than one Lot while taking into account the lowest priced technically qualified Bidder. The Purchaser reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of purchase order/contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the purchaser's action.

24. **Purchaser's Right to Vary Requirements at Time of Award:** The Purchaser reserves the right at the time of making the award of contract to increase or decrease by up to 15 % the quantity of goods



specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

25. **Notification of Award:** Prior to the expiration of the period of Bid Validity, the Purchaser will send the successful Bidder the Purchase Order/Contract. The Purchase Order/Contract may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this purchase order/contract, as herein specified. Acceptance of this Purchase Order/Contract shall effect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this purchase order/contract.
26. **Signing of the Purchase Order/Contract:** Within 10 days of receipt of the Purchase Order/Contract the successful Bidder shall sign, date and return it to the purchaser.
27. **Performance Security:** The successful Bidder shall provide the Performance Security on the Performance Security Form provided for in these Solicitation Documents, within 10 days of receipt of the Purchase Order/Contract from the purchaser. Note this document is not required at the bidding stage **(NOT APPLICABLE FOR THIS PROCUREMENT)**.

Failure of the successful Bidder to comply with the requirement of clause 26 or clause 27 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new Bids. As stated above, the requirement doesn't apply at the bidding stage and unsuccessful bidders.

Section 3: BID DATA SHEET

The following specific data for the goods/services to be procured shall complement, supplement, or amend the provisions in the Instruction to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders
Project Background	<p>The Sierra Leone Meteorological Department (SLMD) in the Ministry of Transport and Aviation (MTA) is implementing a UNDP-supported, Global Environment Facility-financed project on Climate Information and Early Warning Systems (CIEWS). The project seeks to address the currently dysfunctional climate information (including monitoring) and early warning systems in Sierra Leone, in order to enhance long-term informed decision planning, management and early warning activities on climate change impacts.</p> <p>As part of the institutional strengthening of SLMD, CIEWS will support the refurbishment of the meteorological broadcasting studio and maintenance buildings at Tower Hill and Rehabilitate and upgrade SLMD forecasting and provincial stations in Lungi, Makeni, Kenema, Kono and Kailahun. The aim is to establish a state of the art operational studio/office with the right conditions for forecasting and broadcasting. The studio will also double as a training facility for staff of the SLMD.</p> <p>The project is therefore seeking the dedicated services of a local construction firm to refurbish the meteorological broadcasting studio and maintenance buildings at Tower Hill and Rehabilitate and upgrade SLMD forecasting and provincial stations in Lungi, Makeni, Kenema, Kono and Kailahun based on the nationally approved designs and BoQ provided by Ministry of Works Housing and Infrastructures (annexed).</p>



Description of Duties/Job	<p>Under the supervision of the UNDP Energy and Environment Programme lead, and in close collaboration with SLMD and the Ministry of Works, Housing and Infrastructure, the firm will be expected to undertake technical assessments of the existing SLMD Head Quarter at Charlotte Street, Broadcasting Studio at Tower Hill, and SLMD forecasting and provincial stations in Lungi, Makeni, Kenema, Kono and Kailahun and consider the following aspects for rehabilitation and refurbishment:</p> <ul style="list-style-type: none"> • Plumbing, damp proofing, wall tiles and toilet equipment • Electricity installation and lighting • Local area network (LAN) installation – cabling • Installation for central heating and air-conditioning • Installation for security equipment and monitoring • Fire-extinguishing equipment • Interior plans and furnishing <p>Works will be done through the lot system: Lot 1 (Freetown-Tower Hill and Charlotte St), Lot 2 (Lungi Airport Met. Office and Makeni met. Office) & Lot 3 – (Kenema, Kono and Kailahun Met. Office).</p> <p><u>Refurbishment and Rehabilitation of SLMD Forecasting Studios and Broadcasting Offices are divided into Lots as indicated below. Firm can ONLY bid for one Lot.</u></p> <p>Lot 1</p> <ul style="list-style-type: none"> ▪ Refurbishment of the SLMD Head Quarter at Charlotte Street and the Broadcasting Studio at Tower Hill Freetown; <p>Lot 2</p> <ul style="list-style-type: none"> ▪ Refurbishment of SLMD Office at Air Port Highway Lungi and SLMD Office in Makeni; <p>Lot 3</p> <ul style="list-style-type: none"> ▪ Renovation of SLMD Sub-Offices located in Kenema, Kono and Kailahun.
Deliverables	<p>Based on the scope of work outlined above, the contractor will be expected to deliver the following outputs:</p> <ul style="list-style-type: none"> • Detailed mobilisation work plan, including timelines and activities that the contractor plans to undertake in order to complete this assignment, to be submitted for review and approval to UNDP with copy to SLMD within two weeks upon contract signature; • Completion of the refurbishment and rehabilitation of the SLMD Broadcasting Studio at Tower Hill, and SLMD forecasting and provincial stations in Lungi, Makeni Kenema, Kono and Kailahun two (2) months after signing the contract, with a defect liability period of One (1) month.

Site Visit	Site visit will be conducted for all locations between Friday 21 st to Monday 24 th April From 9:00Am close of business
Bidding Process	UNDP will award the contract to one and <u>ONLY ONE CONTRACTOR</u> for the Refurbishment and Renovation of SLMD Offices in all the selected locations. (IT IS strictly BY LOT).
Language of the Bid	English
Bid Price	The bid price shall be quoted in the Sierra Leone Leones in figures and shall be typed in letter, in the event of conflict between the two, the amount that is typed in letter shall prevail over the one that is printed in figures.
Documents Establishing Bidder's Eligibility & Qualifications	Required
Bid Validity Period.	90 days from the date of bid opening
Bid Security	The nature of this procurement doesn't require Submission of Bid Security
Preliminary Examination – completeness of bid.	Bids not adhering fully to the requirement of the respective lot and other administrative requirements will be consider partial bid and will be rejected.
Purchaser's Right to Vary Requirements at Time of Award	15 percent (15%) increase or decrease. Remain unchanged.
Compliance with any other clause required?	Yes. Paragraph 9 of Instruction to Bidders regarding documentation required. Winning bidder in each Lot must comply with the time frame for completion of the work set forth in Section 7



Section 4: General Terms and Conditions

THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE BIDDER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY

General Terms and Conditions for Goods

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

2.1.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2.1.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

2.1.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

2.1.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

1. UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a) Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- b) Refuse to accept delivery of all or part of the goods.
- c) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall

be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

Section 5: Special Conditions

The following Special Conditions shall complement, supplement, or amend the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

Warranty/Guarantee (Defect Liability Period)		
<input checked="" type="checkbox"/> X Applies apply	<input type="checkbox"/> Does not	If, within 1 month after the handing over of site, any defects are discovered or arise as a result of sub-standard work done/construction, the Contractor shall remedy the defect either by replacement or by repair.
Liquidated damages		
<input checked="" type="checkbox"/> X Applies apply	<input type="checkbox"/> Does not	If the Contractor fails to complete the prescribed job within the time stipulated by the purchase order/contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order/Contract price, as liquidated damages, a sum equivalent to 0.05 percent of the Contract price of the delayed job for each week of delay until actual completion and handing over of site, up to a maximum deduction of 10 percent of the delayed job Purchase Order/Contract price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order/Contract
Performance security		
<input type="checkbox"/> Applies apply	<input checked="" type="checkbox"/> X Does not	<p>a) Within 10 days of receipt of the Purchase Order/Contract from the purchaser, the successful Bidder shall furnish a Performance Security to the Purchaser in the amount of 10% of the Purchase Order/Contract Value.</p> <p>b) The Performance Security shall be valid until a date of One Calendar Month from the date of Issue of a Satisfactory Certificate of Inspection and Testing by the procuring UN entity.</p> <p>c) The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.</p> <p>d) The Performance Security shall be denominated in the currency of the Purchase Order/Contract and shall be in one of the following form of a bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad in the form provided in these Solicitation Documents.</p> <p>e) The Security will be returned to the Supplier within One Calendar Month of completion of the Purchase order/Contract, including any warranty obligation.</p>

Section 7: TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

MATERIALS & WORKMANSHIP

RESPONSIBILITY

- A. No approval by the S.O. shall in any way relieve the Contractor of his contractual responsibilities for the quality of the materials and standard of workmanship in the finished works.

VARIATIONS

- A. No variations to these preambles may be made unless approved by the S.O. in writing.

EXCAVATION AND EARTHWORK

Nature of the ground

- A. The Contractor is deemed to have visited the site and ascertained the nature of the ground to be excavated and works to be done and must accept all responsibility for the cost of excavation (see clause for excavation in rock).

Site Levels

- B. Before commencing any excavation, the contractor shall satisfy himself that any site levels, whether spot or contour, shown on the drawings are correct. If he is not satisfied with the accuracy of these levels, he shall at once give written notice to the S.C; otherwise no claims will be entertained in respect of the inaccuracy of these levels.
- C. The Excavation and disposal have been measured net and the contractor must allow for all increase in bulk for volume occupied by earthwork support etc., additional backfilling and making good any lips.

- D. The rates for excavation are to include for grubbing up any roots that may be encountered and for sealing off any drains and land drains as directed by the S.O.
- E. **The Contractor shall notify the S.O. when the excavations are ready to receive the foundations and must receive his approval before depositing any concrete.**

CONCRETEWORK

- A. **The concretework shall be in accordance with the recommendations of British Standard G.P.114.**
- B. The cement shall be ordinary Portland cement to comply with B.S. 12 part 1, delivered to the site in the manufacturer's sealed bags unless authority is given for bulk handling, stored in a proper and suitable dry shed and used in strict rotation of delivery, cement which has been allowed to deteriorate shall not be used.

CONCRETEWORK (Contd.)

- C. **The aggregates shall comply with B.S. 882 part 2 and shall be stored and handled so as to remain clean and well graded and shall be kept separate from each other until mixing.**
- D. The coarse aggregate shall be approved clean well graded broken synite stone or gravel.
- E. **The fine aggregate shall be clean, sharp, washed sea or pit and of such a size that it will pass through 4.8mm square mesh, not more than 3% by weight to pass a No. 100 B.S. sieve and well graded between these limits.**
- F. **The water used for mixing concrete shall be perfectly clean and fresh.**
- G. **Concrete described as (1:3:6) shall be composed of 50kg of cement, 0.12 cubic yard of sand, and 0.24 cubic yard of coarse aggregate of maximum size stated and shall have a strength of 2000 lbs per square inch at 28 days.**
- H. **Concrete described as (1:2:4) shall be composed of 50kg cement to 0.9 cubic yard of sand 0.18 cubic yard of coarse aggregate of maximum size stated and shall have a strength of 3048 Lbs per square inch at 28 days.**
- J. Gauge boxes of suitable sizes shall be employed to give the exact quantities of aggregate and sand. In all cases the amount of cement employed in a given mix shall be such that it is not necessary to divide a full bag of cement.

- K. The water/cement ratio shall not exceed 0.50.
- L. No concrete shall be used or remixed that shows any indications of initial setting.
- M. In no circumstances shall the concrete be thrown or dropped from a height or deposited under any conditions that would causes separation of materials.
- N. The reinforcement shall be rolled high tensile steel bars to comply with B.S. 4449 and steal fabric to comply with B.S.4483.
- O. **All steel shall be entirely free from rust or loose scale at the time of placing in position. It shall not be oiled or painted.**
- P. All reinforcement shall have the exact concrete cover as shown on drawings and be adequately supported and stayed so as not to be disturbed during the placing of the concrete.
- Q. **Formwork shall be coated with oil or other approved preparation before the concrete is placed to prevent the adhesion of the concrete and before the reinforcement is assembled, care being taken to ensure that the steel reinforcement is perfectly clean prior to commencing concreting operations.**

CONCRETEWORK (Contd.)

- R. Concrete described as fairface shall present a smooth finish appearance free from board marks, voids, holes etc. The Contractor must include for any rubbing down, etc. necessary to give this appearance.
- S. **After removal of formwork or moulds, no touching up is to be attempted until the work has been inspected by the S.O.**
- T. **The rates for precast concrete shall include for formwork and steel bar reinforcement as described, cranked and hooked at all ends, hoisting to required levels, bedding and pointing in mortar.**

BLOCKWORK

- A. **The whole of the blockwork shall be in accordance with the recommendations of British Standard CP 112.**

- B. The cement shall be as described in "Concrete works."
- C. The sand shall be sea or river sand as before described.
- D. The sandcrete blocks shall be composed of one part cement to six parts sand by volume and shall have a minimum compressive strength of 375 lbs and an average of 500 lbs per square inch of gross area at twenty-eight days.
- E. All blocks shall be sound, hard, square, well made, uniform in size, free from embedded stones, "free" lime, excess of salts and all other defects and shall be from an approved block making machine with pallets true to shape and having square edges to all edges.
- F. All blocks shall be fully cured before delivery and be laid in cement mortar (1:6) carefully leveled through every second course with all corners, cross wall junctions and reveals properly bonded.
- G. Blockwork shall be allowed to dry out thoroughly before rendering or plastering.
- H. All blocks are to be unloaded and stacked by hand, no blocks shall be used which has not been matured for at least twenty-two days.
- J. The blocks are to be built in stretcher bond and to be pointed internally and externally with a neat flush joint as the work proceeds.
- K. The cement mortar for blockwork shall be composed of one part of cement to six parts of sand by volume.

BLOCKWORK (Contd)

- L. The ingredients for mortar shall be measured in bins and well mixed on a close-boarded platform. Only sufficient mortar for immediate use is to be mixed at a time and no mortar shall be used which has commenced to set.
- M. All internal and external wells shall be left with key to receive plaster, rendering etc., and the Contractor shall price accordingly. To claim for the cost of making out joints or hacking for the purpose will be admitted.
- N. All walls shall be protected during inclement weather or rain to the approval of the S.O. Any joints damaged by rain shall be deeply raked out and reappointed as the work proceeds.

- O. The Contractor shall include for building samples in each type of block for the approval of the S.O., each consisting of approximately one square yard of blockwork, the selected sample remaining for the purpose of comparison and as a standard for all block laying.

ROOFING

- A. **Roof sheeting shall be laid strictly in accordance with the Manufacturer's instructions and in accordance with the BS code of practice 243, part 1, 1958.**

- B. **Where sheets are fixed to timber, fixing accessories as specified or as recommended by the manufacturer, shall be used. All timber surfaces, which contact the sheeting or flashing, shall be preserved with an approved wood preservative or in severe conditions overlaid with inodorous roofing felt. All exposed nail heads in timber shall be punched well below the surface of the timber.**

Sheets are to be nailed to purlins as follows:

- C.
- (i) **eaves and ends laps every corrugation**
 - (ii) **elsewhere every other corrugation**

- D. Sheets shall, where possible, be laid from the end of the building away from the prevailing wind so that exposed edges face down wind.

- E. Where sheets are to be bent parallel to the run of the corrugations, a generous radius should be maintained in order to avoid kinking. Bends are to be carefully marked of using a pencil, not a sharp tool, to ensure that rebinding does not become necessary. Cuts across the corrugations can be made with a fine-toothed tool.

- F. Sheets are to be stored in a dry place in their delivery container contact with materials such as lime and cement must not occur. In positions where contact with materials containing alkalis (e.g. concrete, cement and lime mortar) occurs, the exposed surface shall be painted with two coats of a good quality bituminous paint.

ROOFING (Contd.)

- G. Laps are to be in accordance with the Manufacturer's recommendations but not less than the following: -

- (i) End laps 9" (225mm)
- (ii) Side laps 2 corrugations

- H. Ridges shall be patent ridge pieces, suitable for the type of sheet used.
- J. The whole of the roofing shall be finished to the entire satisfaction of the S.O.
- K. Aluminum sheets where abutting walls and up stands, to be welted (single or double welt) to a flashing or apron aluminum strip. The flashing or apron strips shall be folded and tucked into blockwork joints to a minimum dept of 1" secured by folded aluminum sheet wedges and pointed. All vertical joints in aprons and flashings shall be welted.

WOODWORK

Timber

- A. **Use only West African hardwood (except otherwise specified) of approved quality, straight cut, sound, free from sap, twists, shakes, loose or decayed knots, waned edges, borers, termites or other harmful defects, properly seasoned and generally in accordance with BS 1186: part 1, "Quantity of timber."**

Hardboard

- B. **Hardboard shall be treated during manufacture against attack by termites, suitable for position where used and comply with the requirements of BS 1142: part 2.**

Nails

- C. **Nails shall comply with the requirements of BS 1202 "Wire nails and cut nails" for building purposes.**

Screws

- D. **Screws shall comply with the requirements of Bs 1210 "Wood screws."**

Dimensions

- E. **Sawn timber shall be "left from the saw" and shall be full to the dimensions stated, except that an occasional slight variation in sawing is permissible.**

WOODWORK (Contd.)

Setting out

Set out and construct all work to dimensions given and as described on the drawings.

F. Plywood

Plywood shall be treated during manufacture against attack by termites, suitable for the position where used and comply with the requirements of BS 1455. Plywood for joinery fittings shall be of the thickness specified in the Bills of Quantities.

G.

Preservatives

All structural timber shall be treated with a suitable approved preservative to resist the attack of termites or other insects and fungicidal decay.

H.

METALWORK AND STRUCTURAL STEELWORK

Steel

A.

The steel generally shall comply with BS 4360 weldable structural steels.

Rolled mild steel sections shall comply with BS 4; part 1: Hot rolled sections and Bs 2994; cold rolled section.

Angles shall comply with BS 4848 part 4: equal and unequal angles.

Hollow sections shall comply with BS 4848 part 2: Hollow sections.

Galvanised plain sheets shall comply with BS 2989.

Sundries

B.

Black bolts, screws and nuts shall comply with BS 4190.

Close tolerance precision bolts; nuts, screws and plain washers shall comply with BS 3692.

Black taper washers shall comply with BS 4395.

High strength friction grip bolts shall comply with BS 4395

Electrodes shall be grade 'A' best heavy coated quality and comply with BS 5639.

METALWORK AND STRUCTURAL STEELWORK (Contd)

Casement windows and door

C.

The steel casement windows and doors are to generally to BS 990 and subject to the approval of the S.O. The contractor shall submit samples of windows, doors, and all ironmongery for approval and once approval has been given the manufacture and quality of the samples must be strictly adhered to.

Fabrication

D.

Work off-site shall conform to the appropriate clause of BS 449: The use of structural steel in buildings.

All surfaces in contact and all surfaces inaccessible after assembly shall be treated according to these specifications before assembly.

Welding

E.

Welding procedure shall comply with BS 1856, BS 938 and BS 2642 as appropriate.

The equipment to be used shall be of a type, which produces proper current so that the welder can produce, a satisfactory weld. Only experienced and well-qualified welders shall carry out welding in shop and on site.

Surface preparation and assembly shall be carried out strictly in accordance with BS 1856 and BS 449 and BS 2642 as appropriate.

Work on site

F.

All handling at works during transport and on the site shall be planned and carried out by the contractor to proceed in manner designed to protect the painted surfaces from damage.

The position of all points of support for structural steel-work shall be set so that the distances between any two points joined by a shop fabricated component of structural steel are within 1/8" of the required dimension. Individual fabricated members shall conform to a degree of accuracy compatible with tolerances laid down by this clause.

The position of any column or support wall shall be set out with a tolerance of 1" in 100ft,

but no point shall be more than 1" away from the position shown on the drawings.

The contractor shall erect temporary bracing as necessary to maintain all structural steelwork in the correct position until the structure is complete.

G.

Site connections and fixings

The site bolting of permanent connections shall conform to clause 62 of BS 449.

METALWORK AND STRUCTURAL STEELWORK (Contd

H.

Washers shall be provided under all nuts and all bolts shall show after tightening at least two clear threads beyond the nut. During the tightening operation, the bolt head shall be prevented from rotating.

J.

Fix casement windows and doors in accordance with crittal windows Ltd., recommendation or equal approved in position shown on the drawings so as to be perfectly plumb and true. Provide all necessary supports and fixings such as screws, straps, lugs, and dowels. On completion leave casement windows and doors in perfect working order to the satisfaction of the S.O.

Protection against corrosion

K.

All mill scale and rust is to be removed by hand in accordance with clause 505 F CP 2008: 1966. Two coats red lead primer are to be applied to all structural steelwork before delivery to site. Any damage plain surfaces must be made good on site prior to application of succeeding coat of paint.

L.

Any surfaces, which will be inaccessible after erection, are to be painted before erection.

PLUMBING INSTALLATION

A.

On completion of the installation and immediately prior to testing the whole of the installation shall be thoroughly flushed through the remove all dirty water, debris, etc.

B.

All pipework is to be subject to hydraulic test for water pressure in the presence of the S.O. Such tests are to be applied by test pump and are to comprise a test pressure of 161 lbs per square inch carried for thirty minutes. Leaks or other defects are to be repaired at the Contractor's own expense and the same test repeated until the whole of the pipework is proved to be completely free from defects to the satisfaction of the S.O.

- C. The Contractor shall include for marking positions of all holes, mortises, chases etc., in the structure for the installation in this section. Holes through concrete work blockwork may be formed during construction and the contractor shall include for all necessary setting out.

FLOOR, WALL AND CEILING FINISHINGS

- A. *The cement shall be as described in the "concretework".*
- B. The sand shall be sea or pit sand as before described.
- C. Rendering shall be in accordance with the recommendations of BS 5492.
- D. The in-situ floor furnishings shall be in accordance with the recommendations of BS OP 204.

FLOOR, WALL AND CEILING FINISHINGS (Contd.)

- E. Walls shall be thoroughly brushed down and well wetted before rendering.
- F. The in-situ materials shall be mixed on a clean wooden platform or in mechanical mixers. No mix shall be retempered once it has commenced to set and no batch shall be mixed with another batch.
- G. Notwithstanding the minimum thickness stated the rendering must be worked to the grounds fixed (generally ½" thick) and rates shall include for all necessary dubbing out to give a straight, true and plum surface trowelled perfectly hard and smooth.
- H. Where dubbing out is necessary, it is essential that this dubbing out should consist of a succession of thin coats and each coat must be allowed to dry out thoroughly before the application of the following coats.

Cement and sand beds and backings

- J. *The cement and sand shall be mixed in the proportions specified. Immediately before laying, the surface shall be brushed over with a grout of one part of cement to one part of fine sand by volume.*
- K. The paving shall be placed, leveled with float and thoroughly compacted with a screeding board. Surfaces shall be furnished as described appropriate for the finishing materials to be laid or fixed.
- L. Beds shall be kept damp for at least seven days after laying to allow for proper curing.

Tiling

- M. Glazed ceramic wall tiles shall be fixed to rendered surfaces with an approved adhesive in accordance with Manufacturer's instruction and finish true and plumb.
- N. Lay ceramic floor tiles in accordance with Manufacturer's instruction and finish true and plumb.

GLAZING

- A. The glazing shall be in accordance with the recommendation of CP 152.
- B. The whole of the glass shall be of approved manufacturer of the best quality of its respective kind and shall be picked clear off all specks, bubbles, smoke waves, air holes and other defects and shall comply with BS 952.
- C. The putty for glazing to metal frames to be approved manufacture.
- D. All glass shall be delivered to the site in cut sizes.

GLAZING (Contd.)

- E. All rebates shall be painted two coats of paint before glazing and the rates shall include for this.
- F. The rates for glazing shall include for bedding in putty, back puttying, front puttying and cleaning off.
- G. Clean all glass inside and outside on completion to the satisfaction of the S. O. Replace with new all cracked, scratched, damaged or defective glass.

PAINTING AND DECORATING

All paints shall be obtained from an approved Manufacturer.

- A. The primer for steelwork shall be red lead paint to comply with BS 2523 Type B
- B. All paints shall be delivered in sealed containers, used as received from the Manufacturers and used strictly in accordance with their recommendations.
- C. The painting and decorating shall be in accordance with CP 231.

- D. Only interior quality finishes shall be used internally and exterior quality finishes used externally and any work executed in the wrong materials shall be re-executed at the Contractor's own expense.
- E.
- F. All work shall be executed by brush application unless otherwise described.
- G. On exterior work each undercoating must be completed all round the building before the succeeding coat is commenced.
- H. The rates shall include for neatly cutting into all edges and glass.
- J. The rates shall include for all necessary scaffolding, cradles, towers, planks, lines, dust sheets, etc.
- K. Exposed surfaces must be painted in suitable weather; exterior work except in covered and protected places must be suspended during rain, mist or when the atmosphere is laden with laterite or other dust and no surface painted whilst wet.
- L.
- M. The Contractor is to allow in his rates for executing all paint in colour schemes specified by the S.O.
- N. The tints of the undercoats are to be approximately to the finishing colour. In order to indicate the number of coats applied a difference is to be made in the tint of each succeeding coat.

Section 8: BID SUBMISSION FORM

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

Insert: Location

Insert: Date

To: UNDP Sierra Leone, Procurement Unit

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for [insert: title of goods and services required as per ITB] in accordance with your Invitation to Bid dated Insert: bid date. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for 60 days.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Instructions to Bidders.

We fully understand and recognize that UNDP is not bound to accept this Bid that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[Please mark this letter with your corporate seal, if available]

Terms of Reference



Empowered lives.
Resilient nations.

I. Position Information

Post Title: Engineering/Construction Firm to undertake the refurbishment of the meteorological broadcasting studio and maintenance buildings at Tower Hill and Rehabilitate and upgrade SLMD forecasting Office at Charlotte Street (Freetown) and provincial stations in Lungi, Makeni and Bonthe (open to nationally registered firms only)

Contract type: Contract for Civil Works

Duration: Three months (May 2017 – July 2017)

Duty Station: Freetown

II. Background

The Sierra Leone Meteorological Department (SLMD) in the Ministry of Transport and Aviation (MTA) is implementing a UNDP-supported, Global Environment Facility-financed project on Climate Information and Early Warning Systems (CIEWS). The project seeks to address the currently dysfunctional climate information (including monitoring) and early warning systems in Sierra Leone, in order to enhance long-term informed decision planning, management and early warning activities on climate change impacts.

As part of the institutional strengthening of SLMD, CIEWS will support the refurbishment of the meteorological broadcasting studio and maintenance buildings at Tower Hill and Rehabilitate and upgrade SLMD forecasting and provincial stations in Lungi, Makeni and Bonthe. The aim is to establish a state of the art operational studio/office with the right conditions for forecasting and broadcasting. The studio will also double as a training facility for staff of the SLMD.

The project is therefore seeking the dedicated services of a local construction firm to refurbish the meteorological broadcasting studio and maintenance buildings at Tower Hill and Rehabilitate and upgrade SLMD forecasting and provincial stations in Lungi, Makeni and Bonthe based on the nationally approved designs and BoQ provided by Ministry of Works Housing and Infrastructures (annexed).

III. Duties & Responsibilities

Under the supervision of the UNDP Energy and Environment Programme lead, and in close collaboration with SLMD and the Ministry of Works, Housing and Infrastructure, the firm will be expected to undertake technical assessments of the existing SLMD Head Quarter at Charlotte Street, Broadcasting Studio at Tower Hill, and SLMD forecasting and provincial stations in Lungi, Makeni and Bonthe and consider the following aspects for rehabilitation and refurbishment:

- Plumbing, damp proofing, wall tiles and toilet equipment
- Electricity installation and lighting
- Local area network (LAN) installation – cabling
- Installation for central heating and air-conditioning
- Installation for security equipment and monitoring

- Fire-extinguishing equipment
- Interior plans and furnishing

Works will be done through the lot system: Lot 1 (Freetown-Tower Hill and Charlotte St), Lot 2 (Lungi Airport Met. Office and Makeni met. Office) & Lot 3 – (Kenema, Kono and Kailahun Met. Office).

IV. Deliverables

Based on the scope of work outlined above, the contractor will be expected to deliver the following outputs:

- Detailed mobilisation work plan, including timelines and activities that the contractor plans to undertake in order to complete this assignment, to be submitted for review and approval to UNDP with copy to SLMD within two weeks upon contract signature;
- Completion of the refurbishment and rehabilitation of the SLMD Broadcasting Studio at Tower Hill, and SLMD forecasting and provincial stations in Lungi, Makeni Kenema, Kono and Kailahun two (2) months after signing the contract, with a defect liability period of One (1) month.

V. Required Skills & Expertise

This assignment requires the services of a firm with architectural and engineering expertise with legal registration to work in Sierra Leone. The firm should provide specialists with the following minimum qualifications:

a. Civil engineer / Architect

- Bachelor Degree in Civil engineering or Architecture;
- At least 4 years of professional experience in inspection or supervision of construction works.
- Good knowledge of construction terminology, ability to read and interpret technical drawings and specifications, construction details, notes and instructions, sequencing, scheduling and means and methods of carrying out construction;
- Effective verbal and written communication, multi-tasking, organizational and prioritization skills are necessary;
- Computer skills.

b. Mechanical Engineer

- Bachelor's Degree in Mechanical engineering;
- At least 4 years of professional experience in inspection or supervision in mechanical installations.
- Good knowledge of construction terminology, ability to read and interpret technical drawings and specifications, installation details, notes and instructions, sequencing, scheduling and means and methods of carrying out installation;
- Effective verbal and written communication, multi-tasking, organizational and prioritization skills are necessary;
- Computer skills.

c. Electrical Engineer

- Bachelor's Degree in Electrical engineering;
- At least 4 years of professional experience in inspection or supervision in electrical installations, particularly in electrical net,
- Good knowledge of construction terminology, ability to read and interpret technical drawings and specifications, installation details, notes and instructions, sequencing, scheduling and means and methods of carrying out installation;
- Effective verbal and written communication, multi-tasking, organizational and prioritization skills are necessary;
- Computer skills

VII. Payment Modalities

Payment to the consultant will be made in three instalments upon satisfactory completion of the following deliverables:

- 1st installment: 30% upon submission of the mobilisation work plan report;
- 2nd installment: 40% upon successful delivery of 50% of the construction;
- 3rd installment: 20% upon successful delivery of the other 50% of the construction and submission of the training reports and training manuals
- 4th installment: 10% (Retention fees) to be given to the contractor 1 month after the handing over to the facilities to the SLMD and upon certification of engineering report

VIII. How to Apply

Qualified firms are hereby requested to apply. The application must contain the following:

- Brief letter of application.
- Personal CV of team members indicating relevant professional experience
- Brief description (max. 2 pages) of the proposed methodology on how to complete the assignment.
- Financial proposal that indicates the all-inclusive fixed total contract price supported by a breakdown of costs (including professional fee, and other specified costs if applicable)

Note:

- The information in the breakdown of the offered lump sum amount provided by the offeror will be used as the basis for determining best value for money, and as reference for any amendments of the contract.
- The agreed contract amount will remain fixed regardless of any factors causing an increase in the cost of any of the components in the breakdown that are not directly attributable to UNDP.
- Approved local travel related to this assignment will be arranged & paid by UNDP Sierra Leone.

Please note that applications will only be considered if they include ALL of the items listed above. Also note that the UNDP job portal website only allows for one document to be uploaded, so please combine all of

the abovementioned items into one single Word or PDF document before uploading.

IX. Evaluation criteria

Tenders will be evaluated based on their full compliance to this ITB using the below stated parameters:

Evaluation Criteria	
1.1	Price
1.2	Compliance with requirements relating to technical design features or the product's ability to satisfy functional, technical and performance requirements.
1.3	Compliance with Special and General Conditions specified by these Solicitation Documents.
1.4	Demonstrated ability to comply with critical provisions such as execution of the Purchase Order/Contract by honoring the tax-free status of the UN.
1.5	Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. Part C, Article 8 of the Instruction to Bidder, warranties etc.).