



REQUEST FOR PROPOSAL (RFP)

Ref. No. SLE/RFP/2017/016

	DATE: May 16, 2017
	REFERENCE: SLE/RFP/2017/016 – Professional Engineering Firm to supervise the Construction of climate smart infrastructures and water supply facilities.

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Professional Engineering Firm to supervise the Construction of climate smart infrastructures and water supply facilities.**
Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **16:00 hrs. Freetown, Sierra Leone time; Monday, May 22, 2017** via courier services to the following address:

**United Nations Development Programme
55 Wilkinson Road, Freetown Sierra Leone**

Your Proposal must be expressed in the **English language**, and **valid for a minimum period of 120 days.**

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

SLE/RFP/2016/016– Supervision of climate smart infrastructures and water supply facilities.



The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,


Carine Yengayenge
Deputy Country Director Operations

Description of Requirements

Context of the Requirement	<p>The Ministry of Water Resources (MWR) with support from the UNDP/GEF is implementing a project focused on building the adaptive capacity to catalyze active public and private sector participation to manage the exposure and sensitivity of water supply services to climate change in Sierra Leone.</p> <p>This project seeks to enhance the adaptive capacity of decision-makers in the public and private sector involved in water provision to plan for and respond to climate change risks on water resources. The project will strive to build capacity in the water resources sector through institutional strengthening with a view to ensuring the effective delivery of hydrological services, predicated on the realization that workable options for adapting to climate change. An entry point of the project is the component which ensures water supply infrastructure in Freetown and Pujehun, Kambia and Kono districts made resilient against climate change induced risks focuses on pioneering innovations that particularly address the dry season water supply problems, which are likely worsened by anticipated climate change impacts.</p> <p>The services of a firm has been sought to design climate smart infrastructure that is low-cost and simple water supply and storage techniques which can be used by local communities as a pro-active resilient approach will enhance overall access to water within a climate insecure future. The drawings will be for (i) five rooftop rainwater harvesting and storage facilities; and (ii) development of Spring Box and pumps; (iii) rehabilitation of one Gravity Fed System. These water facilities will be for public buildings and local communities in Freetown, Kambia, Kono and Pujehun. Subsequently, request for firms will be sought for the construction of these facilities.</p> <p>The services of an expert engineer to aid UNDP and the Ministry of in the supervision of the technical drawing and the subsequent construction of innovation technologies and infrastructure.</p>
Brief Description of the Required Services ¹	<p>The Consulting Firm will work under the supervision the UNDP-GEF Project Manager and in close collaboration with the Ministry of Water Resources. The Consultant will be required to perform the following tasks:</p> <ol style="list-style-type: none"> 1. Supervise the construction of innovation technologies and infrastructures at specified sites with consultation with local people in Freetown, Kambia, Kono & Pujehun Districts, specifically to supervise the construction of:

¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	<ul style="list-style-type: none">▪ three rooftop rainwater harvesting facilities in the three locations at the Water Directorate-Ministry of Water Resources, Government Hospital PCMH and BJMS and the Biodiversity and Renewable Energy Training/Learning Centre at Sussex;▪ Rooftop rainwater harvesting facilities in Pujehun▪ Development of Spring Box one in the three districts as above▪ The rehabilitation of one Gravity Fed System in one community in Kono District▪ Of twelve (12) Boreholes in Freetown Western Area (4) and Kambia (2) , Pujehun (4) and Kono (2) Districts <p>Installation of solar pumps 12 boreholes and 8 water facilities in Freetown and the three districts.</p>										
List and Description of Expected Outputs to be Delivered	<table><tr><th>Deliverables</th><th>Timeline</th><th>Review and Approvals of Request</th></tr><tr><td>Submit Progress report monthly for the construction of innovation technologies and infrastructures at specified sites and the water supply systems at specified sites.</td><td>Monthly</td><td rowspan="3">UNDP-GEF Project Manager and in close collaboration with the Ministry of Water Resources.</td></tr><tr><td>Submit Final Completion Report</td><td>At the end of contract (end of defect liability period)</td></tr><tr><td></td><td></td></tr></table>	Deliverables	Timeline	Review and Approvals of Request	Submit Progress report monthly for the construction of innovation technologies and infrastructures at specified sites and the water supply systems at specified sites.	Monthly	UNDP-GEF Project Manager and in close collaboration with the Ministry of Water Resources.	Submit Final Completion Report	At the end of contract (end of defect liability period)		
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Person to Supervise the Work/Performance of the Service Provider	United Nations Development Program (UNDP)										
Frequency of Reporting	Based on specified deliverables										
Progress Reporting Requirements	Based on specified deliverables										
Location of work	Various sites.										
Expected duration of work	80 days spread over 6 months' period										
Target start date	June 2017										
Latest completion date	November 2017										
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	THE CONSULTING FIRM WILL PROVIDE ALL NECESSARIES FOR THE COMPLETE EXECUTION OF THIS ASSIGNMENT (OFFICE SPACE FOR PREPARING REPORTS, TRANSPOTATION TO VARIOUS SITES, etc...).										

Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required																				
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required																				
Currency of Proposal	<input checked="" type="checkbox"/> Sierra Leone Leones (SLL), total amount should also be indicated in US Dollars equivalent.																				
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes																				
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.																				
Partial Quotes	<input checked="" type="checkbox"/> Not permitted																				
Payment Terms ³	<table border="1"> <thead> <tr> <th>Deliverables</th> <th>Timeline</th> <th>Payment</th> <th>Review and Approvals of Request</th> </tr> </thead> <tbody> <tr> <td>upon submission of a responsive plan of work</td> <td>8 days after signing of contract</td> <td>30 %</td> <td rowspan="4">UNDP-GEF Project Manager and in close collaboration with the Ministry of Water Resources.</td> </tr> <tr> <td>30% upon submission of the first two monthly reports.</td> <td>JULY 2017</td> <td>30 %</td> </tr> <tr> <td>Upon submission of the last two monthly reports.</td> <td>SEPTEMBER 2017</td> <td>30%</td> </tr> <tr> <td>Upon approval of the final completion report of all construction activities stated above.</td> <td>NOVEMBER 2017</td> <td>10%</td> </tr> </tbody> </table>				Deliverables	Timeline	Payment	Review and Approvals of Request	upon submission of a responsive plan of work	8 days after signing of contract	30 %	UNDP-GEF Project Manager and in close collaboration with the Ministry of Water Resources.	30% upon submission of the first two monthly reports.	JULY 2017	30 %	Upon submission of the last two monthly reports.	SEPTEMBER 2017	30%	Upon approval of the final completion report of all construction activities stated above.	NOVEMBER 2017	10%
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² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

³ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP-GEF Project Manager and in close collaboration with the Ministry of Water Resources.
Type of Contract to be Signed	<input checked="" type="checkbox"/> Professional Contract
Criteria for Contract Award	<p><input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution). Only proposals that achieve at least 70% on the technical part will be considered as technically compliant.</p> <p><input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.</p>
Criteria for the Assessment of Proposal	<p>Offers received will be evaluated using a combined scoring method, where the qualifications and proposed methodology will be weighted 70%, and combined with the price offer, which will be weighted 30%. Only firms obtaining a minimum of 49 points in the Technical Evaluation will be considered for the Financial Evaluation. Criteria to be used for rating the qualifications and methodology:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 20px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>(TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> <p>Total Combined and Final Rating of the Proposal</p> </div>

	<p>Technical evaluation criteria (total 70 points):</p> <ul style="list-style-type: none"> • Professional qualifications and experience with respect to the TOR: 20 points; • Proof of Registration (License) and other technical certificates with the Sierra Leone Institution of Engineers SLIE/PERC: 10 points • Methodology of approach in accomplishing the consultancy including though not limited to (a) stakeholder engagement strategy, (b) timeline, (c) strategies addressing possible risks: 40 points. <p>Financial evaluation (total 30 points): All technically qualified proposals will be scored out 30 based on the formula provided below. The maximum points (30) will be assigned to the lowest financial proposal. All other proposals receive points according to the following formula: $p = y (\mu/z)$ where: p = points for the financial proposal being evaluated; y = maximum number of points for the financial proposal; μ = price of the lowest priced proposal; z = price of the proposal being evaluated.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP ⁴	<input checked="" type="checkbox"/> Form of Submission of Proposal incl. Financial Proposal (Annex 2) - THIS MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. IN CASE OF ELECTRONIC SUBMISSION IN SEPARATE E-MAIL TO procure.sle@undp.org <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁵ <input checked="" type="checkbox"/> Detailed TOR (Annex 4)
Contact Person for Inquiries (Written inquiries only) ⁶	<p>Yona Samo Procurement Specialist Procure.sle@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁶ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Criteria for Evaluation.

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Professional qualifications and experience with respect to the TOR: 20 points;	20%	200
2.	Proof of Registration (License) and other technical certificates with the Sierra Leone Institution of Engineers SLIE/PERC: 10 points	10%	100
3.	Methodology of approach in accomplishing the consultancy including though not limited to (a) stakeholder engagement strategy, (b) timeline, (c) strategies addressing possible risks: 40 points.	40%	400
Total			700

Technical Proposal Evaluation Form 1: Relevant knowledge and qualification of team		Points Obtainable
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	20
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - Financial stability - loose consortium, holding company or one firm - age/size of the firm - strength of project management support - project financing capacity - project management controls 	90
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.)	15
1.4	Quality assurance procedures, warranty	25
1.5	Relevance of: <ul style="list-style-type: none"> - Specialized Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes	50
		200

Technical Proposal Evaluation		Points Obtainable
Form 2: Methodology of approach in accomplishing the consultancy		
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task?	40
2.2	Have the important aspects of the task been addressed in sufficient detail?	45
2.3	Are the different components of the project adequately weighted relative to one another?	40
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	45
2.5	Is the conceptual framework adopted appropriate for the task?	85
2.6	Is the scope of task well defined and does it correspond to the TOR?	80
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	65
		400

Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁷

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁸)

[insert: Location].

[insert: Date]

To: UNDP, 55 Wilkinson Road, Freetown, Sierra Leone

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP No. **SLE/RFP/2015/003** dated 10/27/2015, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following :

- a) Profile -- describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be

⁷ This serves as a guide to the Service Provider in preparing the Proposal.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

appropriate to the local conditions and context of the work.

C. Qualifications of Key Personnel

As required by the RFP, the Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted as required by the RFP; and*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

D. Cost Breakdown per Deliverable*

	Deliverables	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Upon submission of a responsive plan of work	30%	
2	Upon submission of the first two monthly reports.	30%	
3	Upon submission of the last two monthly reports.	30%	
4	Upon approval of the final completion report of all construction activities stated above.	10%	
	Total	100%	

**This shall be the basis of the payment tranches*

E. **Cost Breakdown by Cost Component [This is only an Example]: - PLEASE LIST ALL COST RELATED TO THE ASSIGNMENT AS REQUESTED PER ATTACHED ANNEX 4-TOR**

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

*[Name and Signature of the Service Provider's
Authorized Person]
[Designation]
[Date]*

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 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.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or

at any time is developed by the Recipient completely independently of any disclosures hereunder.

- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 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 this Contract 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: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

- 18.1** 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 public utility 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 the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers 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.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers 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.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 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.

22.2 The 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.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, 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 Contract signed by the Contractor and jointly by the UNDP Authorized Official.



Empowered lives.
Resilient nations.

UNITED NATIONS DEVELOPMENT PROGRAMME

Terms of Reference

I. Position Information

Job Code Title: Professional Engineering Firm to supervise the Construction of climate smart infrastructures and water supply facilities.

Duty Station: Freetown (with visits to the projects Districts – Kambia, Kono & Pujehun)

Contract Modality: Firm

Duration: 80 days spread between June – November 2017

II. Background

The Ministry of Water Resources (MWR) with support from the UNDP/GEF is implementing a project focused on building the adaptive capacity to catalyze active public and private sector participation to manage the exposure and sensitivity of water supply services to climate change in Sierra Leone.

This project seeks to enhance the adaptive capacity of decision-makers in the public and private sector involved in water provision to plan for and respond to climate change risks on water resources. The project will strive to build capacity in the water resources sector through institutional strengthening with a view to ensuring the effective delivery of hydrological services, predicated on the realization that workable options for adapting to climate change. An entry point of the project is the component which ensures water supply infrastructure in Freetown and Pujehun, Kambia and Kono districts made resilient against climate change induced risks focuses on pioneering innovations that particularly address the dry season water supply problems, which are likely worsened by anticipated climate change impacts.

The services of a firm has been sought to design climate smart infrastructure that is low-cost and simple water supply and storage techniques which can be used by local communities as a pro-active resilient approach will enhance overall access to water within a climate insecure future. The drawings will be for (i) five rooftop rainwater harvesting and storage facilities; and (ii) development of Spring Box and pumps; (iii) rehabilitation of one Gravity Fed System. These water facilities will be for public buildings and local communities in Freetown, Kambia, Kono and Pujehun. Subsequently, request for firms will be sought for the construction of these facilities.

The services of an expert engineer to aid UNDP and the Ministry of in the supervision of the technical drawing and the subsequent construction of innovation technologies and infrastructure.

III. Functions / Key Results Expected

The Consulting Firm will work under the supervision the UNDP-GEF Project Manager and in close collaboration with the Ministry of Water Resources. The Consultant will be required to perform the following tasks:

2. Supervise the construction of innovation technologies and infrastructures at specified sites with consultation with local people in Freetown, Kambia, Kono & Pujehun Districts, specifically to supervise the construction of:
 - three rooftop rainwater harvesting facilities in the three locations at the Water Directorate-Ministry of Water Resources, Government Hospital PCMH and BJMS and the Biodiversity and Renewable Energy Training/Learning Centre at Sussex;
 - Rooftop rainwater harvesting facilities in Pujehun
 - Development of Spring Box one in the three districts as above
 - The rehabilitation of one Gravity Fed System in one community in Kono District
 - Of twelve (12) Boreholes in Freetown Western Area (4) and Kambia (2) , Pujehun (4) and Kono (2) Districts
 - Installation of solar pumps 12 boreholes and 8 water facilities in Freetown and the three districts.

IV. Deliverables

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

- Submit Progress report monthly for the construction of innovation technologies and infrastructures at specified sites and the water supply systems at specified sites.
- Submit Final Completion Report

V. Payment Modalities

- 1st installment: 30% upon submission of a responsive plan of work
- 2nd installment: 30% upon submission of the first two monthly reports.
- 3rd installment: 30% upon submission of the last two monthly reports.
- 4th installment: 10% upon approval of the final completion report of all construction activities stated above.

VI. Qualifications

This assignment requires the services of a local firm that can demonstrate adequate technical capacity to undertake the assessment and Progress Report update of the provision of the innovative technologies and the supervision of the construction for boreholes and solar pump systems.

Project Manager/Team Leader

Education:

- Advanced university degree (Master's degree or its equivalent) Civil Engineering/ water supply services provision

Experience:

- Minimum 12 years professional experiences in supervision of the construction of civil engineering facilities including water point boreholes equipped with solar pumps
- Demonstrated understanding of community engagement.
- Previous experience working in similar situation would be an asset

- Proof of Registration (License) with the Sierra Leone Institution of Engineers SLIE/PERC
- Construction Supervisor/Structural Engineer**

Education:

- Advanced university degree (Master's degree or its equivalent) in Structural Engineering

Experience:

- Minimum 12 years professional experiences in supervision of the construction of civil engineering facilities
- Demonstrated understanding of community engagement.
- Previous experience working in similar situation would be an asset
- Proof of Registration (License) with the Sierra Leone Institution of Engineers SLIE/PERC

Clerk of Works

Education:

- University degree) in Civil Engineering

Experience:

- Minimum 5 years professional experiences in supervision of the construction of civil engineering facilities
- Demonstrated understanding of community engagement.
- Previous experience working in similar situation would be an asset
- Proof of Registration (License) with the Sierra Leone Institution of Engineers SLIE/PERC

VII. How to Apply

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

- Brief letter of application.
- Personal CV of Consultant Team indicating relevant professional experience of each member
- Brief description (max. 2 pages) of the proposed methodology on how to complete the assignment.
- Proof of Registration (License) with the Sierra Leone Institution of Engineers SLIE/PERC

Financial proposal that indicates the all-inclusive fixed total contract price supported by a breakdown of costs (including professional fee, and specified other costs if applicable, including travel costs and DSA)

Note:

- The information in the breakdown of the offered lump sum amount provided by the offer or 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.

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.

VI. Competencies

Corporate Competencies

- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability.

Job Knowledge/Technical Expertise

- Demonstrated knowledge of environmental challenges in Sierra Leone
- Strong analytical skills, particularly applied to environment profiling

Functional Competencies:**Building Strategic Partnerships**

- Ability to identify needs and interventions for capacity building of counterparts, clients and potential partners.

Results Orientation

- Ability to take responsibility for achieving agreed outputs within set deadlines and strives until successful outputs are achieved.

Team Work and Communication skills

- Excellent time management skills
- Openness to change and ability to receive/integrate feedback.
- Creating and promoting enabling environment for open communication.
- Excellent interpersonal and communication skills.

Organizational Learning and Knowledge Sharing

- Identifies new approaches and strategies that promote the use of tools and mechanisms.
- Knowledge of inter-disciplinary development issues

IX. Evaluation criteria

Offers received will be evaluated using a combined scoring method, where the qualifications and proposed methodology will be weighted 70%, and combined with the price offer, which will be weighted 30%. Only firms obtaining a minimum of 49 points in the Technical Evaluation will be considered for the Financial Evaluation. Criteria to be used for rating the qualifications and methodology:

Technical evaluation criteria (total 70 points):

- Professional qualifications and experience with respect to the TOR: 20 points;
- Proof of Registration (License) and other technical certificates with the Sierra Leone Institution of Engineers SLIE/PERC: 10 points
- Methodology of approach in accomplishing the consultancy including though not limited to (a) stakeholder engagement strategy, (b) timeline, (c) strategies addressing possible risks: 40 points.

Financial evaluation (total 30 points):

- All technically qualified proposals will be scored out 30 based on the formula provided below. The maximum points (30) will be assigned to the lowest financial proposal. All other proposals receive points according to the following formula: $p = y (\mu/z)$ where: p = points for the financial proposal being evaluated; y = maximum number of points for the financial proposal; μ = price of the lowest priced proposal; z = price of the proposal being evaluated.

Unit: SLE10

PO Status: Pend Appr X

PO ID: 0000012508

Budget Status: Not Chk'd

Copy From:

Hold From Further Processing

Header

*PO Date: 16/05/2017 Vendor Search

*Vendor: JEPHILMOCA-001 Vendor Details

*Vendor ID: 0000007151 JEPHILMO CATERING & ENTERTAINMENT Receipt Status: Not Recvd

*Buyer: ann-assanatu.touray Ann Assanatu Touray

*Dispatch Method: Print Dispatch

PO Reference: Online Src From Req 0000006070

Amount Summary

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Merchandise: 54,600,000.00

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Freight/Tax/Misc.: 0.00 Calculate

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Total Amount: 54,600,000.00 SLL

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Line:

To:

Retrieval

Contract Information

Contract ID

ACP Case ID

Competitive-Direct: Compet

Lines

Details	Ship To/To Date	Statuses	Item Information	Attributes	RI-Q	Contract	Receipts	Part Number	Find	View All	First	1-2 of 2	Last
Line	Item		Description		PO Qty	UOM	Category	Price	Amount	Status			
1	90111600E		E) Meeting facilities		6.0000	EA	NRENTROOM	1500000.0000	9,000,000.00	Active			
2	90101701E		E) Cafeteria services		1.0000	EA	NCATERNGSVC	45600000.0000	45,600,000.00	Active			