

INVITATION TO BID

SLE/ITB/2017/010 – Refurbishment of Premises of the Sierra Leone Meteorological Agency in Freetown and Lungi Airport, Sierra Leone.



**United Nations Development Programme
September 2017**

Section 1. Letter of Invitation

UNDP Sierra Leone
September 20, 2017

ITB No. SLE/ITB/2017/010
**Refurbishment of Premises of the Sierra Leone Meteorological Agency in Freetown and Lungi Airport,
Sierra Leone.**

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 – Bill of Quantities (Attached as an Annex)
- Section 7 – Technical Specifications (Attached as an Annex)
- 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 **OCTOBER 9, 2017, close of business, Local Time**. The same letter should advise whether your company intends to submit a Bid. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

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,


Carine Yengayenge
Deputy Country Director (O)

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 2 and upwards)
- h. List of Equipment owned or 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 Three (3) 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/2017/010/Refurbishment of Meteorological Office/Lot No.), and a statement: "DO NOT OPEN BEFORE Close of Business on October 9, 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 (**MONDAY close of business (Freetown, Sierra Leone time) on October 9, 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:

ADMINISTRATIVE COMPLIANCE GRID

TITLE: Refurbishment of Premises of the Sierra Leone Meteorological Agency in Freetown and Lungi Airport, Sierra Leone.								TENDER No.: SLE/ITB/2017/010		
Envelope No.	Tenderer Name	Tender Security N/A (Yes/No)	Tender Submission Form Duly Completed and signed? (Yes/No)	Eligibility of tenderer to perform such task (obligation with GoSL)	Bid Validity Period? (Yes/No)	Bid Currency and Pricing compliant with document? In SLL. (Yes/No)	Priced Schedule(BoQ) Completed and Signed (Yes/No)	Other administrative requirements for tender English language requirement(Yes/No)	Documentation Complete? (Yes/No)	Overall decision. Accept=Yes Reject=No
1										
2										
3										
4										
5										

TECHNICAL EVALUATION GRID

TECHNICAL EVALUATION GRID (SUMMARY)													
TITLE:													TENDER No.:
Refurbishment of Premises of the Sierra Leone Meteorological Agency in Freetown and Lungi Airport, Sierra Leone.													SLE/ITB/2017/010
Envelope No.	Tenderer Name	Presentation of the bidder (understanding the assignment)	Professional Capacity		Technical Compliance								TOTAL
			Demonstrate ability to comply with critical provisions (i.e. honoring tax-returns, etc.)	Relevant Experience of Key Personnel	Technical Capacity			Technical Specification		Other Technical Requirement			
					Work Plan, Proposed Equipment & Management Experience- (evidence to be submitted)	Grade and past experience of Firm	Equipment owned or to be hired	CV and Certs. Of key Technical	Appreciation warranties and Insurance coverage	Feasibility or Workability			
		10	5	10	10	8	12	12	8	10	15	100	
1													
2													
3													
4													

Supplementary sheet to Error Correction Summary

Bidder	Read-out Bid Price(s)		Corrections		Corrected Bid Price(s)	Unconditional Discounts ²		Corrected/Discounted Bid Price(s)
	Currency(ies)	Amount(s)	Computational Errors ¹	Provisional Sums		Percent	Amount (s)	
(a)	(b)	(c)	(d)	(e)	(f) = (c) + (d) - (e)	(g)	(h)	(i) = (f) - (h)

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.

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 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.</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 and Bonthe 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, 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 • Installation for security equipment and monitoring • Interior plans and furnishing <p>Works will be done through the lot system: Lot 1 (Freetown- Charlotte St), Lot 2 Lungi Airport</p>

	<p>Deliverables</p> <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 of the SLMD office at Charlotte Street in Freetown and the forecasting provincial station in Lungi, three (3) months after signing the contract. <p>1. Refurbishment of these facilities based on the nationally approved designs and BoQ provided by Meteorological Agency (annexed);</p> <ul style="list-style-type: none"> Refurbishment of Premises of the Sierra Leone Meteorological Agency at F18 Charlotte Street, Freetown, Sierra Leone; Refurbishment of Premises of the Sierra Leone Meteorological Agency at Lungi International Airport, Lungi, Sierra Leone <p><u>Refurbishment of Meteorological facilities are divided into Lots as indicated below.</u> <u>FIRM CAN BID FOR ONLY ONE LOT, AS NO FIRM WILL BE AWARDED MORE THAN ONE LOT.</u></p> <p><u>Lot 1</u></p> <ul style="list-style-type: none"> Refurbishment of Premises of the Sierra Leone Meteorological Agency at F18 Charlotte Street, Freetown, Sierra Leone; <p><u>Lot 2</u></p> <ul style="list-style-type: none"> Refurbishment of Premises of the Sierra Leone Meteorological Agency at Lungi International Airport, Lungi, Sierra Leone
Deliverables	<p>Based on the scope of work outlined above, the contractor will be expected to deliver the following outputs:</p> <ol 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 of the SLMD office at Charlotte Street in Freetown and the forecasting provincial station in Lungi, three (3) months after signing the contract.
Bidding Process	<p>Because of the tight delivery timelines, BIDDERS ARE REQUESTED NOT TO BID FOR MORE THAN ONE (1) LOT.</p>

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 does not 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)	
X Applies <input type="checkbox"/> Does not apply	If, within 2 months after the handing over of site, any defects are discovered or arise in the normal course of usage, the Contractor shall remedy the defect either by replacement or by repair.
Liquidated damages	
X Applies <input type="checkbox"/> Does not apply	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 X Does not apply	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. 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. 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. 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. e) The Security will be returned to the Supplier within One Calendar Month of completion of the Purchase order/Contract, including any warranty obligation.

Section 6: BILL OF QUANTITIES

**SEPARATE ATTACHMENT TO THIS ADVERTISEMENT
CLEARLY MARKED BY LOT**



Section 7: TECHNICAL SPECIFICATIONS

**SEPARATE ATTACHMENT TO THIS ADVERTISEMENT
CLEARLY MARKED BY LOT**



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 (SLMD) Forecasting Office at Charlotte Street (Freetown) and provincial station in Lungi,
 Contract type: Contract for Civil Works
 Duration: Three months (October 2017 – December 2017)
 Duty Station: Freetown and Lungi

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 selected provincial sites, & Lot 3 – Bonthe sub-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 and Bonthe three(3) months after signing the contract.

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 2 months 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:

- All stipulated criteria in section 8 of this ITB (under instruction to bidders);
- Other conditions in the bid data sheet of this ITB;
- Requirement of evaluation forms (administrative, technical and supplementary sheet to error correction summary;
- And any-other conditions embedded in this ITD.

Note:

- 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 bids 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

- All stipulated criteria in section 8 of this ITB (under instruction to bidders);
- Other conditions in the bid data sheet of this ITB;
- Requirement of evaluation forms (administrative, technical and supplementary sheet to error correction summary;
- And any-other conditions embedded in this ITD.