



REQUEST FOR PROPOSAL (RFP)
TECHNICAL ASSISTANCE TO THE DISTRICT LOCAL GOVERNMENTS
OF ABIM, ADJUMANI, AMUDAT AND MOYO TO CARRY OUT
REHABILITATION OF DISTRICT AND COMMUNITY ACCESS ROADS

UNDER

THE DEVELOPMENT INITIATIVE FOR NORTHERN UGANDA (DINU)

January 2018

Section 1: Letter of invitation

Kampala, Uganda
18 January 2018

Ref: RFP 43565 Technical Assistance to the District Local Governments of Abim, Amudat, Adjumani and Moyo in Uganda to carry out rehabilitation of District and Community Access Roads.

Dear Sir / Madam:

The United Nations Capital Development Fund (UNCDF) invites you to submit your Proposal to this Request for Proposal (RFP) to provide Technical Assistance to the District Local Governments of Abim, Amudat, Adjumani and Moyo to carry out rehabilitation of District and Community access roads in line with the detailed terms of reference for the assignment. This solicitation is for a contract period of three years from the date of signing the contract.

The RFP contains the following documents:

- Section 1: This letter of invitation
- Section 2: Instructions to Proposers (including a data sheet)
- Section 3: Terms of Reference
- Section 4: Proposal submission Form
- Section 5: Documents establishing the Eligibility and Qualifications of the Proposer
- Section 6: Technical Proposal Form
- Section 7: Financial Proposal form
- Section 8: Contract for Professional Services
- Section 9: General Terms and Conditions
- Section 10: Checklist for bidders

1. You are kindly requested to advise whether your company intends to submit a Proposal by **27 January 2018**. If that is not the case, UNCDF would appreciate your indicating the reason, for our records. Please send the email to the following address:

Email: uncdf.procurement@uncdf.org
Attention: UNCDF Procurement Unit, New York

2. Please send your offer electronically comprising a Technical proposal and Financial proposal, in two separate files before or on **21 February 2018** 6PM EST, New York Time. Please send with the RFP number and project name RFP “**RFP 43565 Technical Assistance to the District Local Governments of Abim, Amudat, Adjumani and Moyo in Uganda to carry out rehabilitation of District and Community Access Roads**”. Please refer to Data Sheet DS 23 enclosed in Instructions to Proposers Section 2 for detailed instructions on electronic submissions.

3. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal. Please send your query to email: **uncdf.procurement@uncdf.org**.

3. Please note that at any time prior to the deadline for submission of Proposals, UNDP may, for any reason, whether at its own initiative or in response to a clarification requested by a

prospective Proposer, modify the Solicitation Documents by amendment, including through provision of supplementary information. Prospective Proposers are therefore advised to regularly check the UNDP website <http://www.undp.org/procurement> for amendments.

4. Proposed RFP Timeline

RFP Timetable Activity	Deadlines
Publication on UNDP and other specialized websites	18 January 2018
Expression of intent/ acknowledgement to bid. Please note this is not a mandatory requirement and does not deter participation in the RFP process so long as submission deadline is met.	27 January 2018
Deadline for submission of Questions	12 February 2018
UNCDF's response to vendors' requests for clarification	Responses will be provided on a rolling basis with last responses provided by UNCDF but no later than 15 February 2018
Deadline for submission of proposals	21 February 2018 @ 6PM EST New York Time
Evaluation of the proposals & Approval	Estimated 5-6 weeks approval

Yours sincerely,

Mr. Dmitry Pozhidaev,
Regional Technical Advisor and Focal Person for Uganda

SECTION 2: INSTRUCTIONS TO PROPOSERS¹

Definitions

- a) “*Contract*” refers to the agreement that will be signed by and between the UNCDF and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Country*” refers to the country indicated in the Data Sheet.
- c) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “*Day*” refers to calendar day.
- e) “*Government*” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “*Instructions to Proposers*” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “*LOI*” (Section 1 of the RFP) refers to the Letter of Invitation sent by UNCDF to Proposers.
- h) “*Material Deviation*” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNCDF and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) “*Proposal*” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) “*Proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNCDF through this RFP.
- k) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by UNCDF for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) “*Services*” refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) “*Supplemental Information to the RFP*” refers to a written communication issued by UNCDF to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.

¹ Note: this Section 2 - Instructions to Proposers shall not be modified in any way. **Any necessary changes to address specific country and project information shall be introduced only through the Data Sheet.**

n) “*Terms of Reference*” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNCDF hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNCDF in the form of Supplemental Information to the RFP.

2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.

3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNCDF. UNCDF is under no obligation to award a contract to any Proposer as a result of this RFP.

4. UNCDF implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNCDF is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNCDF as well as third parties involved in UNCDF activities. (See h

http://www.UNCDF.org/content/dam/UNCDF/library/corporate/Transparency/UNCDF_Anti_Fraud_Policy_English_FINAL_june_2011.pdf

and

<http://www.UNCDF.org/content/UNCDF/en/home/operations/procurement/protestandsanctions/> for full description of the policies)

5. In responding to this RFP, UNCDF requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNCDF's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNCDF to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;

5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or

5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNCDF.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNCDF and seek UNCDF's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:

6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNCDF staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and

6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNCDF's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.

8. All Proposers must adhere to the UNCDF Supplier Code of Conduct, which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

9.1 Proposal Submission Cover Letter Form (see RFP Section 4);

9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);

9.3 Technical Proposal (see prescribed form in RFP Section 6);

9.4 Financial Proposal (see prescribed form in RFP Section 7);

9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed form in RFP Section 8;

9.5 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNCDF address indicated in the **Data Sheet** (DS no. 17). UNCDF will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.

10.2 UNCDF shall endeavour to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNCDF to extend the

submission date of the Proposals, unless UNCDF deems that such an extension is justified and necessary.

11. Amendment of Proposals

11.1 At any time prior to the deadline of Proposal submission, UNCDF may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).

11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNCDF may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNCDF shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNCDF, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNCDF.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNCDF requires may be transferred, immediately or eventually, by UNCDF to the Government partners, or to an entity nominated by the latter, in accordance with UNCDF’s policies and procedures. All proposers are therefore required to submit the following in their proposals:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNCDF that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNCDF reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNCDF’s acceptance of the justification for substitution, and UNCDF’s approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNCDF, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNCDF as indicated in the **Data Sheet** (DS no. 9), or;
- c) In case the successful Proposer fails:
 - i. to sign the Contract after UNCDF has awarded it;
 - ii. to comply with UNCDF’s variation of requirement, as per RFP clause 35; or

- iii. to furnish Performance Security, insurances, or other documents that UNCDF may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNCDF will convert the currency quoted in the Proposal into the UNCDF preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNCDF shall reserve the right to award the contract in the currency of UNCDF's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNCDF's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;

- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNCDF's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNCDF and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNCDF, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNCDF. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNCDF.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNCDF as the most responsive Proposal that offers the best value for money, UNCDF shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNCDF reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNCDF and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNCDF may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNCDF website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNCDF as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labelling by the Proposer.

23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNCDF's deadline for submission. UNCDF shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNCDF premises indicated in the **Data Sheet** (DS no. 20).

23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialled by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such

authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.

23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions as attached hereto as Section 9.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNCDF at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNCDF shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNCDF after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNCDF, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNCDF.

25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNCDF prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".

25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.

25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNCDF will open the Proposals in the presence of an ad-hoc committee formed by UNCDF of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNCDF may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNCDF in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNCDF's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNCDF for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNCDF. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNCDF shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNCDF's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNCDF may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNCDF shall examine the Proposal to confirm that all terms and conditions under the UNCDF General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNCDF in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows: Rating the Technical Proposal (TP):

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$\begin{aligned} & (\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) \\ & + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%}) \end{aligned}$$

Total Combined and Final Rating of the Proposal

29.4 UNCDF reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNCDF, where available; and
- g) Other means that UNCDF may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNCDF may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNCDF's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNCDF in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNCDF, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNCDF's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNCDF and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

Provided that a Proposal is substantially responsive, UNCDF may waive any non-conformities or omissions in the Proposal that, in the opinion of UNCDF, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNCDF may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNCDF shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNCDF there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNCDF, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNCDF reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNCDF's action. Furthermore, UNCDF shall not be obliged to award the contract to the lowest price offer.

UNCDF shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNCDF policy on Vendor Sanctions. (See

<http://www.undp.org/content/UNCDF/en/home/operations/procurement/protestandsanctions/>
for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNCDF shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNCDF reserves the right to vary 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.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNCDF.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNCDF may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNCDF, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNCDF.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNCDF so require, it is the UNCDF's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNCDF, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNCDF shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNCDF's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNCDF vendor protest procedures:

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

Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No. ²	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title	Development Initiative for Northern Uganda (DINU)
2		Title of services/work	Technical Assistance to the District Local Governments of Abim, Adjumani, Amudat and Moyo in Uganda to carry out rehabilitation of District and Community roads
3		Country/Region of work location	Uganda (Districts of Abim, Moyo, Amudat, Adjumani) and business travel to Kampala
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered
7	C22	A pre-proposal conference will be held on:	N/A
8	C21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security ³	N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	N/A
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/questions	12 February 2018
17	B.10.1	Contact Details for	Email: Uncdf.procurement@uncdf.org

² All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state "N/A" but must not be deleted.

³ Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNCDF. Unless stated otherwise, they shall be considered unacceptable to UNCDF.

		submitting clarifications/questions ⁴	And copy to E-mail: Jenifer.bukokhe@uncdf.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the website ⁵ www.uncdf.org/procurement and www.procurement-notice.undp.org and other as applicable.
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Electronic submissions: Technical and Financial Proposals are to be submitted separately.
20	D.23.1 D.23.2 D.24	Proposal Submission Address	Uncdf.procurement@uncdf.org
21	C.21 D.24	Deadline of Submission	Date and Time : 21 February 2018 @ 6.00PM EST New York Time
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Electronic submission of Bid
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: uncdf.procurement@uncdf.org <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Format : PDF files only, password protected <input checked="" type="checkbox"/> Password must not be provided to UNCDF until the date and time of Bid Opening as indicated in No. 24 <input checked="" type="checkbox"/> Max. File Size per transmission: 5MB <input checked="" type="checkbox"/> Max. No. of transmission : 3 <input checked="" type="checkbox"/> Mandatory subject of email : RFP 43565 Technical Assistance to the District Local Governments of Abim, Amudat, Adjumani and Moyo to carry out rehabilitation of District and Community access roads <input checked="" type="checkbox"/> [Your company name] <input checked="" type="checkbox"/> Time Zone to be Recognized: East African Time <p>Further Instructions for electronic submission</p> <p>Proposer shall send separate proposals for: 1) Technical proposal; 2) Financial proposal as separate attachments to the message(s). Having prepared the Proposal in paper formats as specified in Sections 4, 5, and 6 the entire Technical Proposal should be scanned or otherwise converted into one or more electronic PDF (Adobe Acrobat)</p>

⁴ This contact person and address is officially designated by UNCDF. If inquiries are sent to other person/s or address/es, even if they are UNCDF staff, UNCDF shall have no obligation to respond nor can UNCDF confirm that the query was officially received.

⁵ Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.

			<p>format files and attached to one or more E-mails. Same should be done for Section 7 – Financial Proposal.</p> <p>The Subject line of the E-mail(s) should state -- “Technical proposal- Technical Assistance to the District Local Governments of Abim, Amudat, Adjumani and Moyo in Uganda to carry out rehabilitation of District and Community access roads</p> <p>and in a separate email or envelope “Financial proposal - Technical Assistance to the District Local Governments of Abim, Amudat, Adjumani and Moyo in Uganda to carry out rehabilitation of District and Community access roads - DO NOT OPEN”</p> <p>To secure your financial offer please SET-UP A PASSWORD for the Financial Proposal which will be requested as follows:</p> <p>a) The password for Financial Proposal will be requested from the Proposers if they are successful in the Technical Proposal evaluation. Only those who achieved the minimum score on the technical evaluation will be requested to provide the password to the financial proposals.</p> <p>It is strongly suggested that Proposers make a note of the passwords and keep them in a safe place. If we are unable to open the file because of forgotten password(s) the proposal will be disqualified.</p> <p>Proposers may send as many e-mails as needed; however, the size of each e-mail should not exceed eight megabytes (5 MB). As an e-mail can take some time to arrive after it is sent, we advise all Proposers to send e-mail submissions well before the deadline. Please be aware that bids e-mailed to UNCDF will be rejected if they are received after the deadline for bid submission.</p> <p>When choosing to submit their proposals electronically, Proposers are solely responsible for ensuring that any and all files sent to UNCDF are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.</p> <p>Please Note: Any proposal sent to the</p>
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			private email addresses of any procurement staff will not be accepted.
24	D.23.1	Date, time and venue for opening of Proposals	Please note that this is NOT a public bid opening exercise.
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70%
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards or citations received by the Bidder, if any <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top Three Clients for provision of similar services during the last 3 years. <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past Three Years. <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
27		Other documents that may be Submitted to Establish Eligibility	Please see Section 11: Checklist for Bidders for other required documentation.
28	C.15	Structure of the Technical Proposal (only if different from the provision of Section 6)	See Section 6 – Technical Proposal Form
29	C.15.2	Latest Expected date for commencement of Contract	10 days after signing the contract
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	Three years (from the date of signing the contract)
31		UNCDF will award the contract to:	<input checked="" type="checkbox"/> One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	Proposals will be evaluated on the following basis: 1. Compliance with Terms and Conditions of

			<p>the RFP including required submissions:</p> <p><input checked="" type="checkbox"/> Prior to the Technical Evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposal (RFP). A substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviation.</p> <p>A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Proposer by correction of the non-conformity.</p> <p>2. Minimum achieved technical scoring of 70% in the Technical Evaluation. Proposals achieving below 70% shall no longer be considered for Financial Evaluation. The Technical Rating of Proposals shall be determined in accordance with the following equation:</p> <p>Rating the Technical Proposal (TP): TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p>Financially Submitted Proposal. The Financial Rating of Proposals shall be determined in accordance with the following equation: Rating the Financial Proposal (FP): FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p>4. The Total Combined and Final Rating of the Proposal. The rating shall be determined in accordance with the following equation: Total Combined Score = (TP Rating) x (Weight of TP (70%)) + (FP Rating) x (Weight of FP (30%))</p>
33	E.29.4	Post-Qualification Actions	<p><input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</p>
34		Conditions for Determining Contract Effectivity	<p><input checked="" type="checkbox"/> Executed contract by both parties;</p> <p><input checked="" type="checkbox"/> Insurance policies are in place as per UNCDF General Conditions of Contract for Services, Section 9 Insurance and Liabilities to the Third Parties.</p>
35		Other Information Related to the RFP ⁶	N/A

⁶ Where the information is available in the web, a URL for the information may simply be provided

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1	Expertise of Firm / Organization	30%	300
2	Proposed Methodology, Approach and Implementation Plan	40%	400
3	Management Structure and Key Personnel	30%	300
Total			1000

Technical Proposal Evaluation Form 1			Points obtainable
Expertise of the Firm/Organization			
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing		50
1.2	General Organizational Capability which is likely to affect implementation - loose consortium, holding company or one firm - age/size of the firm - strength of project management support - project financing capacity - sufficient organization and management capacity to conduct the assignment		60
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:		150
	Demonstrated experience conducting assignments related to designing policies and mechanisms for financing LGs and service delivery (fiscal decentralization) (60)	60	
	Demonstrated experience of working in fragile country context/similar Programmes / Projects (40)	40	
	Experience on similar Projects in the Region (25)	25	
	Past work for UNCDF/ major multilateral/ or bilateral programmes (25)	25	
			300
Technical Proposal Evaluation Form 2			Points Obtainable
Proposed Methodology, Approach and Implementation Plan			
2.1	To what degree does the Proposer understand the task?		30
2.2	Have the important aspects of the task been addressed in sufficient detail?		25
2.3	Are the different components of the project adequately weighted relative to one another?		20
2.4	Is the proposal based on a survey of the project environment and was this data input		55

	properly used in the preparation of the proposal?	
2,5	Is the conceptual framework adopted appropriate for the task?	65
2.6	Is the scope of task well defined and does it correspond to the TOR?	120
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	85
		400
Technical Proposal Evaluation Form 3		Points Obtainable
Management Structure and Key Personnel		
3.1	Team Leader/ Senior Project Engineer (SPE) (36 man-months):	140
		Sub-Score
	General Qualification	130
	Suitability for the Project	
	- International Experience	20
	Training Experience : Master's Degree and professionally qualified Civil or Highway Engineer	20
	Demonstrated experience in implementing similar assignments: <ul style="list-style-type: none"> - The SPE will have at least 10 years' post graduate experience including conducting engineering surveys for roads and bridges, development geometric designs from survey results using AutoCAD, Civil CAD, should be able to develop hydrological and drainage designs as per site requirements, demonstrate high standards of quality assurance of works and general site / contract management. - working on engineering design, tendering and supervision of road infrastructure projects. - The SPE will have a minimum of 10 years' experience in the road sector of which at least 3 years should be in developing countries. - Relevant experience in rural road projects involving engineering design, tendering and supervision from within the East African region preferably including Uganda would be an added benefit - Proven strong skills in project management. 	60
	Knowledge of the region especially Uganda and East Africa	30
	- Language Qualifications (Must be Fluent in English)	10
		140
3.2	Deputy Team Leader/ (2) Civil Engineers (36 months each)	120
		Score
	General Qualification	110

	Suitability for the Project			
	- International Experience	15		
	Training Experience: Degree Graduate in Civil Engineering	15		
	<ul style="list-style-type: none"> Demonstrated experience in implementing similar assignments including conducting engineering surveys for roads and bridges, develop geometric designs from survey results using AutoCAD, Civil CAD, should be able to develop hydrological and drainage designs as per site requirements, demonstrate high standards of quality assurance of works and general site / contract management. More than 5 years post graduate experience and more than 3 years' experience in rural road designs, tendering and supervision. Proven strong skills in project management. 	55		
	Knowledge of the region especially Uganda and East Africa	25		
	- Language Qualifications (Must be Fluent in English)		10	
			120	
3.3	Road Inspectors /Four (4) technicians /Inspectors (36 months each)			40
			Sub score	
	General Qualification		30	
	Suitability for the Project			
	Training Experience: Each with a certificate/ordinary diploma in Civil Engineering as a minimum requirement	10		
	Demonstrated experience in implementing similar assignments: <ul style="list-style-type: none"> With at least five (5) years' experience in supervision of road works. 	20		
	- Language Qualification: Fluent in English		10	
			40	
	Total part 3			300
	TOTAL 1+2+3			1,000

SECTION 3: TERMS OF REFERENCE (TOR)

1. BACKGROUND

The Uganda Vision 2040 aims at transforming Uganda from its present Least Developed Country (LDC) status to a competitive, upper middle income country by 2040. The Vision builds mainly on the development fundamentals of infrastructure and human capital in order to be able to harness economic opportunities particularly in agriculture, minerals, oil and gas; and tourism. Accordingly, the present National Development Plan 2015-20 prioritises energy, transport, information and communication technology (ICT), and water for production. Government's commitment to the transport sector is evident in the significantly increasing annual budgetary allocations, from UGX 464 billion (Fiscal Year 2006/2007) to UGX 4.5 trillion (Fiscal Year 2017/2018) in about 10 years. The sector accounts presently for 15.5% of the total resource allocation, and similarly the European Union (EU) support will account for 18% of the annual recurrent budget in the sector for a three year period.

There is substantial spatial variation and rising inequality at regional level. Northern Uganda, which has experienced combined effects of conflicts, extreme weather conditions and insecurity, is still lagging behind the rest of the country in terms of most human development indicators. Despite the high potential of agriculture in the region, the contribution of the sector to poverty reduction and improved nutrition is still low due to poor nutrition knowledge, malfunctioning value chains, poor transport infrastructures and low capacities of local governments to respond to local needs and to deliver quality services to the communities. Despite its proximity to major export markets in the region, Northern Uganda accounts for only 4.5% of Uganda's exports.

The EU Delegation and Government of Uganda have prepared the National Indicative Programme (NIP) for 11th EDF cooperation with Uganda for 2014 -2020. Within this program the proposed focal sectors of EU intervention were agreed as: (i) Food Security and Agriculture, (ii) Transport infrastructures, and (iii) Good Governance. One of the activities related to the focal sector (i) Transport Infrastructures, is the rehabilitation of the district community access roads within selected disadvantaged districts of the Northern Uganda, Technical Assistance support to the districts and capacity building in the road maintenance and road assets management. This area of intervention in the transport sector has been included, as one of the components, within the EU flagship programme for Northern Uganda referred to as "Development Initiative for Northern Uganda, The programme will focus on the sub regions of West Nile, Acholi, Lango, Teso and Karamoja with the aim of consolidating stability in Northern Uganda, eradicating poverty and under-nutrition and strengthening the foundations for sustainable and inclusive socio-economic development.

The Transport Infrastructure component will involve the rehabilitation of district and community access roads, aimed at ensuring all weather accessibility to services and markets for population and commodities within the targeted districts. A selection of the districts for the intervention was conducted during the identification phase. The four districts were selected as: Abim, Adjumani, Amudat, and Moyo. During the preparation stage of the component, the identification and selection of the priority roads to be rehabilitated within the selected districts, as well the feasibility and preliminary design were carried out. The project identification (Phase A) and the feasibility study and preliminary engineering design reports (Phase B) were prepared.

1.1 Current Situation in the Sector

The Government of Uganda gives priority to the transport sector, especially roads, because of their strong bearing on rural production and poverty reduction. A sound transport system is seen as a prerequisite for the socio-economic development and consolidation of the country, including the development of the private sector as an engine of growth. Since 1996, the Government has

aligned road sector policy to wider economic policies such as liberalisation of the economy, decentralisation and public service reform. This includes withdrawal of the state from the direct management of roads, and increased reliance on the private sector. The role of the Government has mainly reverted to policy maker, regulator and monitor.

The transport sector in Uganda is divided into the subsectors of road, railway, water and air. Road transport is the dominant mode of transport accounting for over 90% of cargo freight and passengers movement. The country's road network comprises 20,544km of national roads, 35,556km of district roads, 10,108km of urban roads and 78,567km of community access roads. National roads are managed by the Uganda National Roads Authority (UNRA) while the district roads are managed by the District Local Governments. Urban roads are managed by the Urban Councils and community access roads are the responsibility of the sub-counties and wards.

The present institutional set-up of the roads subsector was established on the basis of the reform programme implemented in 2006 with the Ministry of Works and Transport (MoWT) retaining the responsibility for strategic planning, setting standards, formulating policies, review and development of legislation, and monitoring the performance of authorities within the roads subsector. The national road network was transferred to UNRA in 2008. The Uganda Road Fund (URF) was established for the purpose of financing the routine and periodic maintenance of public roads. A Road Maintenance Financing Strategic Plan is used to provide the basis for the maintenance activities to be funded by URF. The Road Fund signs Performance Agreements with UNRA KCCA, Districts and Municipalities and holds these entities to account in terms of their physical and financial performance.

Performance of the road sector is measured against the following golden indicators:

- a) Road network in fair to good condition (%);
- b) Paved road network (km);
- c) Road safety (no. of fatalities in a year);
- d) Road service level- travel time(minutes/km);
- e) Road construction/maintenance cost (cost per km);
- f) Rural accessibility (All year motorable community access road network – km);
- g) Road maintenance needs met (maintenance budget relative to requirement %); and
- h) Compliance with axle load regulation (level of compliance %).

The current proportion of road network in fair to good condition is at 75% for national roads; 59% for district roads; and 57% for urban roads. Only 4,157km (20%) out of the 20,544km of the national road network is paved. The NDP II aims at increasing the total national paved road network to 5,000km by 2020.

However, road subsector especially DUCAR network performance is hindered by the following factors:

a) Weak Legal, Policy and Institutional Framework: Substantive sector policies and laws exist but are in most cases archaic, policies are weak and in some cases non-existent. MoWT is at various stages of developing sectoral policies and laws which include: the national transport policy and strategy, road safety policy, axle load control policy, Uganda Construction Industry Commission Bill, Roads Bill and the Engineers Registration Amendment Bill.

b) Inadequate Human Resource Capacity: There is inadequate human resource capacity at the Districts especially for the engineering category which is affecting the efficient and effective delivery of road works. The staffing levels are generally low, with many staff staying in acting positions for long periods.

c) Weak Local Construction Industry: The local construction industry which includes individual professionals, as well as private consulting and contracting engineering firms are not only insufficiently skilled but also lack the financial and managerial capacity to participate in road rehabilitation and maintenance projects.

d) Inability to meet Road Maintenance and Rehabilitation Needs: The budgetary allocation compared to maintenance requirements is still low. It stands at 25% for national roads and 37% for district roads. This situation has created a significant maintenance and rehabilitation backlog on DUCAR road network.

e) Rural accessibility: Rural accessibility by road is in several cases hampered by bottlenecks like swamps, river crossings and very steep sections of gravel roads. These require construction of bridges, and community access support (CAS) structures such as stone arch suspended cable bridges and access steps in rocky hilly areas. Steep sections of gravel roads require low cost sealing to ensure all weather accessibility.

1.2 Related programmes and other donor activities

a) Institutional Capacity Building for the Transport sector in Uganda (13 million euros)

Under the 11th EDF (2014-2020), EU will support Uganda specifically in developing a multimodal approach, thus helping Government in broadening its infrastructure base from its present dependence on road transport. The overall objective of the action is to improve the transport sector in terms of sector governance, planning, implementation and sustainability of infrastructure.

The specific objective of the action is to improve the human resource and institutional capacity in the sector.

The expected results include:

- Strengthened capacity of the MoWT in gender responsive strategic planning and oversight in a multimodal transport environment, contributing to an appropriate investment-maintenance mix, climate change mitigation and building climate resilience of the sector;
- Improved delivery of road development projects;
- Improved operational efficiency of road maintenance; and
- Increased competitiveness of the local construction industry in the transport sector.

b) Multinational Project: Uganda/Rwanda: Busega-Mpigi and Kagitumba-Kayonza-Rusumo roads Improvement Project

The African Development Bank (AfDB) is financing the multinational Uganda/Rwanda roads project with the component of institutional support and capacity building. This component of the project will be utilized for strengthening the institutional capacity and human resource of the MoWT and the Districts through training of staff.

The scope of the proposed training and capacity building will include training courses in; policy formulation and implementation, monitoring and evaluation of the performance of road agencies, strategic planning and management, low cost sealing of low volume roads, bridge design and construction, road asset management and road maintenance; and transport planning, development and management.

The training courses will be conducted at reputable management training institutions in Uganda, the region and Israel. These institutions include Uganda Management Institute in Uganda, Mount Elgon Labour Based Training Centre in Uganda, East and Southern African Management Institute in Tanzania and Galilee International Management Institute in Israel. Courses conducted in Uganda will be tailored to address the training needs of the Ministry's and Districts' staff. The training institutions and courses have been selected based on knowledge of the strong standing of the institutions' capacities and the human resource strengthening needs of the Ministry and Districts' for effective delivery of the core functions.

The expected outputs of the training and capacity building include; strengthened capacity of the MoWT in policy formulation, implementation, strategic planning and management. Others will be the improved delivery of road infrastructure projects by using low cost sealing technologies, construction of small bridges and drainage structures and enhancement of the operational efficiency of road maintenance and road asset management.

The training and capacity building project component will be implemented starting in March 2017.

It is upon this background that UNCDF wishes to hire the services of a consultancy firm that will provide Technical Assistance to the Districts of Abim, Amudat, Adjumani and Moyo to carry out rehabilitation and maintenance of District and Community access roads.

2. OBJECTIVES OF THE ASSIGNMENT

The overall objective of this assignment is to provide Technical Assistance to the District Local Governments of Moyo, Adjumani, Abim and Amudat to undertake the design, tendering and construction supervision of the rehabilitation works of District and Community access roads.

The specific objectives of the assignment are as follows:

- a) Prepare detailed engineering designs, scope/prioritisation of the rehabilitation works, and confidential cost estimate for these works as well as the envisaged time frame for their execution;
- b) Provide tender assistance during procurement of the civil works; and
- c) Supervision and management of civil works contracts.

3. SCOPE OF THE WORK

Working under direct supervision of UNCDF in close collaboration with the MoWT, the consultancy firm will perform the following tasks presented under three phases of the assignment:

3.1 Phase 1- Prepare Detailed Engineering Designs

- a) Review the project identification, feasibility study and preliminary engineering design report;
- b) Based on (a), undertake detailed road condition surveys that will determine the required scope and scale of works and enable the roads to be designed to the required engineering standards. This includes the following designs of: geometry; bridge design, pavement; and drainage structures.

- c) Investigate flooding or other factors causing full or partial closure of the road and determine the necessary remedial measures.
- d) Identify new or replacement of major drainage structures, bridges or concrete box culverts which will require hydraulic and/or structural design.
- e) Carry out an environmental screening exercise jointly with the District Environmental Officer in close collaboration with MoWT Environmental Liaison Officer and in accordance with the District Road Works manual of 2004.
- f) Investigate the unit costs of labour-based/mechanised works in the locality.
- g) Identify existing or new sources of gravel and the modalities and costs of extraction.
- h) Prepare A3size strip maps to a scale of 1:1000, showing the location of the principal road works activities including: new and replacement pipe culverts; new or reinstated side drains, mitre drains and scour checks; areas of cut or fill; partial or full gravelling; major drainage structures; any amendments to the vertical or horizontal alignment; and gravel pit locations.
- i) Undertake the hydraulic design of drainage structures serving catchments in excess of 15 sq. km.
- j) Assemble standard cross section and drainage structure details appropriate to the anticipated works.
- k) Prepare as necessary drawings detailing alignment changes and any non-standard drainage structures.
- l) Prepare schedules of cross drainage including details of materials, dimensions, bedding and cross reference to standard drawings.
- m) Prepare longitudinal drainage and earthworks schedules including quantities.
- n) Prepare schedules of environmental mitigation measures including requirements relating to the opening and full or partial reinstatement of gravel pits.
- o) Prepare schedules of road signs.
- p) Prepare sets of tender documents, using standard formats as per MoWT General specification: Letter of Invitation; Form of Tender; General Conditions of Contract ; Special Conditions of Contract; Standard Specification for Labour-based/Mechanised Works; Special Specifications; Strip Maps; Standard Drawings; Contract Specific Drawings; and Bills of Quantities
- q) Preamble to the Bills of Quantities
- r) Prepare an Engineer's estimate for the works contracts
- s) Prepare an Engineering Design Report commensurate with the scale of the project and detailing key features of the design process, including options considered for the resolution of specific problems. Attach any drainage and other calculations as an Appendix.

3.2 Phase 11- Tender Assistance

- a) Prepare tender documents;
- b) Assist prepare clarifications to tenderers for the contracting authority to issue to tenderers;
- c) Attend and participate in pretender meetings ;
- d) Attend and participate in the conduct of site visits organised by supervisor/contracting authority ;

- e) Participate in bid opening ;
- f) Participate in the evaluation of tenders
- g) Prepare contract agreements for signature of the contracting authority.

3.3 Phase III - Supervision and Management of Works Contracts

In respect of works contracts the Consulting firm shall exercise the powers of the supervisor's representative in accordance with the terms of the works contracts, or variation notified by the Client in writing, in particular, but not limited to:

- a) Prior to Contractor mobilisation attend the Mobilisation meeting, convened by the District Engineer, to discuss the proposed work plan, labour recruitment details, the location of work camps and other relevant issues.
- b) Liaise with the relevant service authorities regarding the protection or relocation of any water pipes, power cables, telephone lines etc.
- c) Examine the Contractor's work plan and agree on any amendments.
- d) Liaise with all relevant authorities to ensure that all necessary permissions and agreements for the extraction of gravel, the removal of property within the right of way, the discharge of water and the like are in place before the Contractor is given possession of that part of the site.
- e) Supervise with due diligence, efficiency and on a continuous basis the construction of the works to ensure full compliance with the design, specifications, mechanised/labour-based construction principles and conditions of contract.
- f) Propose any modifications to design documents or specifications which may be considered necessary for technical and economic reasons and obtain Client approval.
- g) Issue written instructions and variation orders to the Contractor after giving due consideration to possible contractual implications, and in the case of significant financial implications, after discussions. Variations shall have to be approved by the Contracting Authority and Supervisor.
- h) Maintain a daily site diary recording progress of the works, and ensure the submission of weekly returns from the Contractor showing on a daily basis the labour, by gender, and equipment on site.
- i) Ensure, on a daily basis, that works are carried out in such a way as to ensure that traffic flow is not unduly interrupted.
- j) Carry out field tests on construction materials like; soils, gravels, aggregates, concrete and compaction operations to ensure compliance with specifications. Prepare and transport samples for laboratory testing when deemed necessary by the District Engineer and/or by the Supervisor .
- k) Ensure strict adherence by the Contractor to the recruitment of labour in accordance with the equal opportunities procedure of the works contract.
- l) Ensure that the Contractor employs labour/equipment on the basis of task/output rates appropriate to labour/equipment-based methods; comply with contractual occupational health and safety and HIV/AIDS requirements and makes regular and timely payments to his workers.
- m) Measure the works monthly and prepare interim and final payment certificates.
- n) Analyse contractual claims for additional payment and/or extension of time and report, with recommendations, to the District Engineer, Supervisor and Contracting Authority for consideration.
- o) In the case of differences or dispute between the Supervisor and/or the District Engineer and the Contractor, investigate the cause of the dispute and report to the Contracting Authority on the options for resolution of the dispute and their financial and contractual implications.

- p) Attend as required Monitoring site meetings, convened by the Supervisor and attended by the Contractor and other stakeholders.
- q) Prior to forwarding a contract final payment certificate to the District Engineer ensure that the Contractor has removed all temporary structures and surplus materials, reinstated as required all gravel pits and camp areas and complied with all matters agreed with the stakeholders.
- r) Advise the District Environmental Officer when the contract has been completed and request the issue of an Environmental Compliance Certificate.
- s) Two months before the end of the defects liability period inspect the works with the Contractor and prepare a list of defects for rectification. Oversee the necessary works.
- t) Prior to the issue of the Works Completion Certificate verify, through review of employment records, spot checks and interviews with the labourers, that all outstanding wages have been paid.
- u) On completion of the project submit to the District Engineer, UNCDF, MoWT a Final Completion Report covering all the relevant technical and financial details of the project.

3.4 Transfer of skills and knowledge: During the execution of the assignment, the consultancy firm will be required to pass on some of the skills and knowledge to the Local Government staff through tailored made training; support in Annual District Road Work Plan Preparation; undertaking the annual district road inventory and condition survey (ADRICS); assisting in the operation of the rehabilitation and maintenance planning system (RAMPS) or any other planning tools and Work Plan preparation; and supporting the MoWT to review the district Work plans.

The consulting firm shall carry out consultations and meetings in Kampala, with the various stakeholders e.g. MoWT, EU-Delegation and UNCDF before and during implementation of the assignment. The design and implementation of the assignment will be based on the MoWT-District Road Works manuals of 2004 in addition to sound engineering judgement, knowledge and experience. It is a requirement that all relevant TA staff is familiar with the MoWT-District Road Works manuals of 2004. However the Manuals shall not replace sound engineering judgement, experience and understanding. The consultant will work together and closely with the District Engineers Office and shall employ adequate numbers of experienced staff appropriate to the managerial, technical and supervisory workload of the TA

Specific attention will be given to the complementarity of this intervention with the other interventions within the agriculture and governance components of the overall DINU programme. The Consultant shall perform all work necessary to complete the design, tendering and supervision stages of each DINU project allocated to the districts in a manner that is appropriate to the scale and scope of the project, in accordance with the standard documentation listed in the MoWT-District Road Works manuals of 2004.

4. DURATION OF THE ASSIGNMENT, DUTY STATION AND EXPECTED PALCES OF TRAVEL

This RFP is for a long term assignment for a period of three years (36 months) from the date of signing the contract, unless agreed by the project stakeholders to issue a no cost extension. The duty stations will be in the districts of Abim Adjumani, Amudat and Moyo in Northern Uganda with travel in those districts and possible visits to Kampala to attend project review meetings.

5. FINAL PRODUCTS

The outputs produced under this Technical Assistance at a minimum shall comprise the following:

- a) **Inception Report:** this should include comments on the identification, feasibility study, and preliminary engineering design report and design approach.
- b) **Engineering Design Report:** This should contain detailed engineering designs, Pavement designs, geometric designs, drainage designs, drawings, bills of quantities, specifications, prioritisation and scoping of works, completion schedule, scope/prioritisation of the rehabilitation works in reference to the MoWT District Road Manuals and General Specifications, confidential cost estimate, time frame for the works execution and road rehabilitation program for each district prepared and submitted to the Districts, MoWT and UNCDF.
- c) Tender and contract documents prepared and submitted to the Districts, MoWT and UNCDF
- d) Progress reports on rehabilitation and maintenance of District and Community access roads (Monthly, Quarterly and Annual): These should include the financial and physical progress; progress pictures with date imprint; critical issues that need to be addressed. In addition, interim payment certificates, minutes of site meetings, civil works completion reports prepared and submitted to the Districts, MoWT and UNCDF.
- e) Any other reports, assessments or other written output as requested by UNCDF, MoWT and the EUD.

The above products are expected to be executed during the assignment period after entering into force. However, should the assignment be extended at a no cost, it is expected that the outputs that are still pending will be accomplished.

Four copies of the reports referred to above must be submitted to the respective District, UNCDF, and the MoWT. The reports must be written in English. UNCDF is responsible for approving the reports.

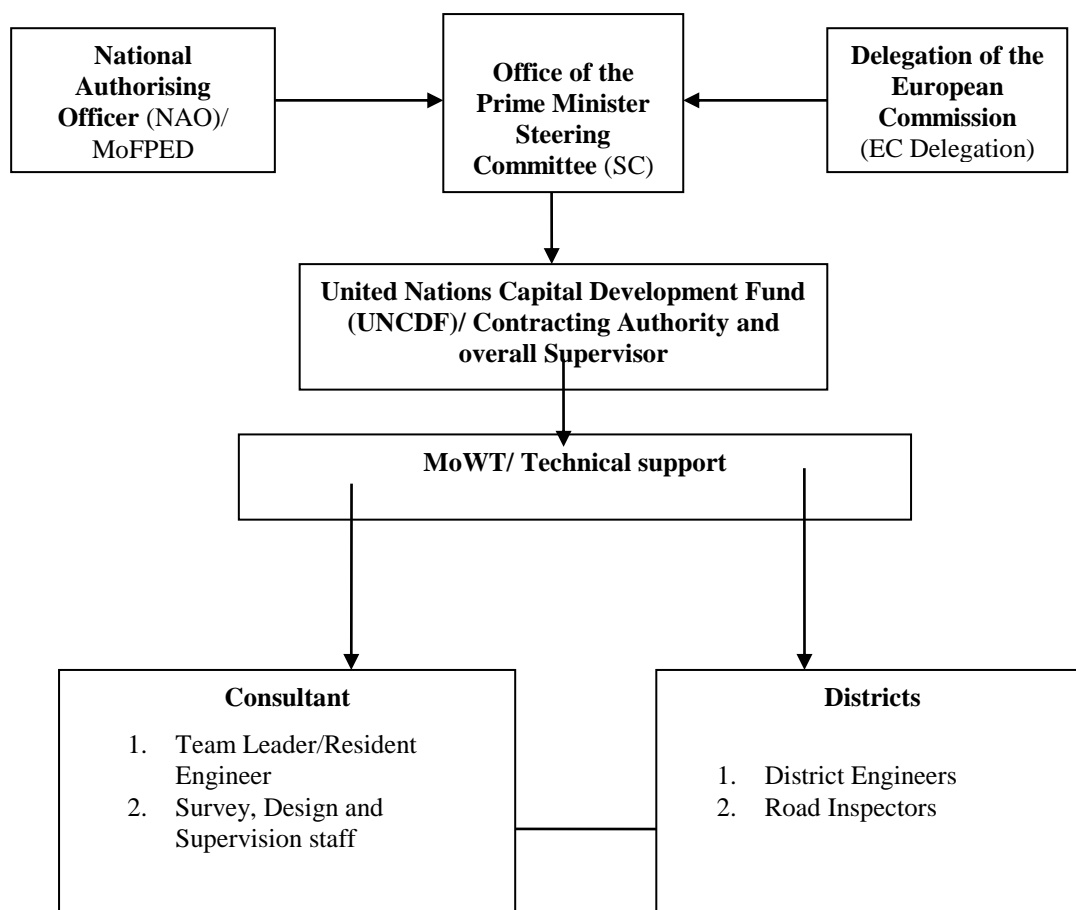
6. MANAGEMENT OF THE ASSIGNMENT AND REPORTING

6.1 Responsible body

The UNCDF is an implementing partner of the EUD and will be the Contracting Authority. UNCDF shall in collaboration with MoWT supervise the assignment through a Letter of Agreement signed between UNCDF and MoWT. The UNCDF shall have the overall responsibility for the TA assignment and shall designate a Lead Specialist - Transport Infrastructure.

6.2 Management structure

The Project Management Structure is as shown in the following organogram:



6.2.1 Steering Committee (OPM)

The responsibilities of the Steering Committee are to:

- a) Provide overall policy guidelines and address issues of Government policy in implementation to ensure harmonious inter-relationships between Ministries and other Government institutions;
- b) Monitor progress, achievements and carry out review and if necessary provide remedial measures;
- c) Review Quarterly Progress Reports of the programme and recommend future course of action; and
- d) Monitor the regular disbursement of programme funds, the justification of expenditures and the adequate follow up on qualifying observations in audit reports.

6.2.2 Contracting Authority (UNCDF)

- a) The Contracting Authority will have the overall responsibility for the implementation of the contract;
- b) Manage and ensure that procurement of the services are carried out in accordance with the applicable procedures;
- c) Manage payments and disbursement of funds to the Consultant; and
- d) Manage all administrative, legal and financial issues related to the contract

6.2.3 Supervisory role and Technical support (UNCDF/MoWT)

The UNCDF shall be the overall supervisor of the assignment. The TA consulting firm shall directly report to UNCDF. In executing this role, UNCDF shall collaborate with MoWT on the following.

- a) Liaising with various stakeholders and providing overall coordination of the component;
- b) Reviewing the budgets for implementation of the component. The budget shall include costs for works and fees for design, tender assistance and supervision;
- c) Preparation of the TOR and procurement of the Consultant;
- d) Checking the engineering designs and tender documents for approval;
- e) Checking and certifying payment certificates;
- f) Receive and analyse the Consultant's quarterly progress and other reports for submission to the UNCDF;
- g) Monitor the TA to ensure that targets are met on time.

The Supervisor in consultation with the District Engineers of the project Districts will be responsible for approval of time sheets, applications for leave, etc. The TA consulting firm, whilst reporting to the Supervisor will also be required to operate as a team, supporting each other in a common approach to the project's implementation.

7. LOGISTICS AND FACILITIES

7.1 Facilities to be provided by the Contracting Authority and/or other parties

The TA Consultant firm will be provided with:

- Introduction letters to facilitate the access of the Consultant's staff to Ministries, Government administrations, public organisations, authorities and agencies, etc, whose activities and roles are relevant to the consultancy assignment;
- Necessary support to facilitate issuance of entry and exit visa for the Consultant's expatriate staff where necessary;
- Necessary support to facilitate issuance of any permits required for the Consultant's staff to carry out their duties within the country where necessary;
- Necessary support to facilitate import and export of personal belongings of the Consultant's expatriate staff during the execution of the consultancy services, and of equipment for the assignment

7.2 Facilities to be provided by the TA Consulting firm

The consulting firm shall be responsible for:

- Provision of a computer including the necessary software and printer for each long-term staff member and short-term consultant. The cost of the computers, software and printers is included in the fee rates.
- Own office consumables;
- Staff accommodation (included in fee rates);
- The equipment procured on the project will revert to the Districts at the end of the project;
- Office Accommodation at the respective District Engineers offices in Moyo, Adjumani, Amudat and Abim in Uganda;
- Office furniture and other necessary equipment;

- The Contractor must ensure that experts are adequately supported and equipped. In particular it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely manner.

7.3 Incidental expenditure

The provision for incidental expenditure covers ancillary and exceptional eligible expenditure incurred under this contract. It cannot be used for costs that should be covered by the Contractor as part of its fee rates, as defined above. Its use is governed by the provisions in the General Conditions to the Contract. It covers:

- Travel costs and subsistence allowances for missions, outside the normal place of posting, undertaken as part of this contract. If applicable, indicate whether the provision includes costs for environmental measures, for example CO2 offsetting.

Daily subsistence costs may be reimbursed for missions foreseen in these terms of reference or approved by the Contracting Authority, and carried out by the contractor's authorised experts, outside the expert's normal place of posting.

Please note that prices for the living allowance may not exceed the Daily Subsistence Allowance (DSA) for the country in question. DSA rates are set on a monthly basis by the International Civil Service Commission (ICSC) and can vary due to monthly adjustments. To consult the current DSA rates, please check: <http://icsc.un.org/rootindex.asp> (DSA rates are quoted per country and can be accessed by clicking on the interactive map). The Contracting Authority reserves the right to reject payment of DSA for time spent travelling if the most direct route and the most economical fare criteria have not been applied.

7.4 Expenditure verification

The provision for expenditure verification covers the fees of the auditor charged with verifying the expenditure of this contract in order to proceed with the payment of any pre-financing instalments and/or interim payments.

The provision for expenditure verification for this contract is EUR 10,000. This amount must be included unchanged in the Budget breakdown.

This provision cannot be decreased but can be increased during execution of the contract.

8. EXPERTISE AND QUALIFICATION REQUIREMENTS

Key experts have a crucial role in implementing the contract. These terms of reference contain the required key experts' profiles. The tenderer shall submit CVs and Statements of Exclusivity and Availability for the following key experts:

Team Leader/ Senior Project Engineer (SPE) / (36 months):

Qualifications and skills

- Master's Degree in Civil Engineering or Road Construction.
- Membership of a recognized Professional Institution with chartered/registered status
- Proven strong skills in project management. The candidate shall be fluent in the English language

General professional experience

- The SPE will have at least 10 years' post graduate experience including working on engineering design, tendering and supervision of road infrastructure projects.

Specific professional experience

- The SPE will have a minimum of 10 years' experience in the road sector of which at least 3 years should be in developing countries
- Relevant experience in rural road projects involving engineering design, tendering and supervision from within the East African region preferably including Uganda would be an added benefit

Deputy Team Leader/ (2) Civil Engineers (36 months each)

- Bachelor's Degree in Civil Engineering or Road Construction
- Membership of a recognized Professional Institution with chartered/registered status
- More than 5 years post graduate experience and more than 3 years' experience in rural road designs, tendering and supervision.
- Proven strong skills in project management. The candidate shall be fluent in the English language

Road Inspectors /Four (4) technicians /Inspectors (36 months each)

- With a certificate/ordinary diploma in Civil Engineering as a minimum requirement
- With at least five (5) years' experience in supervision of road works.

All the CVs for the above key experts should be submitted in the tender.

- Each of the two (2) Deputy Team Leaders Engineers will be in charge of 2 project districts i.e (Abim/Amudat and Moyo/Adjumani)
- There will be one Road Inspector stationed in each one of the four (4) project districts.

All experts must be independent and free from conflicts of interest in the responsibilities they take on.

9. MONITORING AND EVALUATION

The consultancy firm will be monitored on a regular basis by UNCDF in collaboration with the MoWT and the respective districts. Performance indicators of the project in four (4) project districts will include:

- I. Percentage of road rehabilitation and maintenance projects issued Works Completion Certificate without a need for defects rectification
- II. Total length of the rehabilitated roads
- III. Percentage of District Road Rehabilitation Fund utilized by the districts
- IV. The quality and extent of the road maintenance practices
- V. The change in institutional capacity of the Local Governments achieved through training.

- VI. Functionality of the District Road Committees (DRCs) and % of DRCs holding quarterly meetings.
- VII. Timely processing of payments.

Section 4: Proposal Submission Form⁷

Insert: Location

Insert: date

To:(UNCDF Procurement Officer)

Dear Madam:

We, the undersigned, hereby offer to provide Technical Assistance to the District Local Governments of Abim, Adjumani, Amudat and Moyo to carry out rehabilitation of district and community access roads in accordance with your Request for Proposal dated 15/01/2018 and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal 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 UNCDF.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNCDF's Contract for Professional Services.

We agree to abide by this Proposal for 120 days of proposal validity period.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

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

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]

⁷ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form⁸

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNCDF List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

⁸ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Joint Venture Partner Information Form (if Registered)⁹

Date: [insert date (as day, month and year) of Proposal Submission]

RFP No.: [insert number]

Page _____ of _____ pages

1. Proposer's Legal Name: [insert Proposer's legal name]		
2. JV's Party legal name: [insert JV's Party legal name]		
3. JV's Party Country of Registration: [insert JV's Party country of registration]		
4. Year of Registration: [insert Party's year of registration]		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: [insert Party's legal address in country of registration]		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. JV's Party Authorized Representative Information Name: [insert name of JV's Party authorized representative] Address: [insert address of JV's Party authorized representative] Telephone/Fax numbers: [insert telephone/fax numbers of JV's Party authorized representative] Email Address: [insert email address of JV's Party authorized representative]		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

⁹ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT INSERT TITLE OF THE SERVICES

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organization / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organization/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNCDF and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note: This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNCDF. If substitution is unavoidable it will be with a person who, in the opinion of the UNCDF project manager, is at least as experienced as the person being replaced, and subject to the approval of UNCDF. No increase in costs will be considered as a result of any substitution.)

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Deputy Team Leader and road inspectors) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:	
Position for this Contract:	
Nationality:	
Contact information:	
Countries of Work Experience:	

Language Skills:		
Educational and other Qualifications:		
Summary of Experience: Highlight experience in the region and on similar projects.		
Relevant Experience (From most recent):	Name of activity/ Project/ funding organization, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
Period: From – To		
e.g. January 2017 – October 2017		
Etc		
etc		
References no.1 (minimum of 3):	Name Designation Organization Contact Information – Address; Phone; Email; etc.	
Reference no.2	Name Designation Organization Contact Information – Address; Phone; Email; etc.	
Reference no.3	Name Designation Organization Contact Information – Address; Phone; Email; etc.	
Declaration: I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any willful misstatement described above may lead to my disqualification, before or during my engagement.		
Signature of the Nominated Team Leader/Member Date Signed		

Section 7: Financial Proposal Form¹⁰

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNCDF reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Item	Evaluation method	Maximum score
1. Comparative price of work (in USD) for at the following levels: <input type="checkbox"/> Senior Project Engineer (36months) <input type="checkbox"/> 2 Civil Engineers (36 months) <input type="checkbox"/> 4 Road Inspectors/ technicians (36 months)	Lowest Priced Offer / Price of the Offer Being Reviewed * 30	Maximum 50 points
2. Comparative price (in USD), including airfare and living allowance for the Senior Engineer, 2 Civil Engineers and 4 Road Inspectors/Technicians for 36months each in-country and travels	Lowest Priced Offer / Price of the Offer Being Reviewed * 30	Maximum 25 Points
3. Comparative price (in USD) of implementing the TOR in Section 10 using the template in Part C of this Section	Lowest Priced Offer / Price of the Offer Being Reviewed * 40	Maximum 25 points
Total		Maximum 100 points

As noted the price proposal will account for 30% of the total score of the proposal.

¹⁰ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal

A Price Breakdown by functional group or category:

Provision of services			
1. Remuneration ¹¹			
Expert Level	Characteristics ¹²	Name(s) of the Consultant(s) at this level	Daily rate in USD
Senior Project Engineer (1)	Master's Degree Civil Engineering or Road Construction. With at least 10 years' post graduate experience including working on engineering design, tendering and supervision of road infrastructure projects		
Civil Engineers (2)	Bachelor's Degree in Civil Engineering or Road construction With more than 5 years post graduate experience and more than 3 years' experience in rural road designs, tendering and supervision.		
Road Inspectors/Technicians (4)	A certificate/ordinary diploma in Civil Engineering as a minimum requirement with at least five (5) years' experience in supervision of road works.		
2. Other expenses			

¹¹ If a range is provided, the highest value in that range will be used for calculation of the financial proposal.

¹² If candidate has no masters' degree, the equivalent is three additional years of relevant work experience

B. Price Breakdown for travel and Daily Living Allowance

The Proposer should specify the price of airfare (in applicable) and living allowance for the Senior Project Engineer for 36 months in the District Local Governments of Amudat, Adjumani, Abim and Moyo.

	Airfare in USD	Living allowance in USD					Grand Total in USD
District		Allowance for Travel	Nr of Travel Days	Living allowance in the district	Nr of Mission Days	Total Allowance	
Abim							
Adjumani							
Amudat							
Moyo							

C. Price of Implementing the Terms of Reference in Section 3: Terms of Reference

The Proposer should read the terms of reference (TOR) provided in Section 3 and provide a sample price proposal for completing these terms of reference. This will allow UNCDF to compare the price of implementing the TOR across different Proposers.

Experts	No. of Days On site	Rate in USD	No. of Days Off site	Rate in USD	Total in USD
Senior Project Engineer					
2 Civil Engineers					
4 Road Inspectors/Technicians					
Sub-Total					
Travel expenses		N/A			
Daily Living Allowance					
Terminals					
Sub-Total					
Total					

Please note that prices for the living allowance may not exceed the Daily Subsistence Allowance (DSA) for the mentioned districts of Uganda. DSA rates are set on a monthly basis by the International Civil Service Commission (ICSC) and can vary due to monthly adjustments. To consult the current DSA rates, please check: <http://icsc.un.org/rootindex.asp> (DSA rates are quoted per country and can be accessed by clicking on the interactive map).

D. Cost Breakdown per Deliverables*

No	Deliverables [list them as referred to in the TOR]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Inception Report: Comments on the identification, feasibility study, and preliminary engineering design report. In one month after signing the contract		
2	Draft Engineering Design Report Pavement designs, geometric designs, drainage designs, drawings, bills of quantities, specifications, prioritization and scoping of works, completion schedule, costs. No later than six months after signing the contract		
3	Final Engineering Design Report Pavement designs, geometric designs, drainage designs, drawings, bills of quantities, specifications, prioritization and scoping of works, completion schedule, confidential engineer's estimate, tender document. No later than 2 months after submission of draft engineering report.		
	Monthly, Quarterly and Annual Progress Reports		
	Total	100%	USD

**Basis for payment tranches*

Signature of Price Proposal

The Price Proposal should be authorized and signed as follows:

"Duly authorized to sign the Proposal for and on behalf of

(Name of Organization)

Signature/Stamp of Entity/Date

Name of representative:

Address:

Telephone/Fax:

Section 10: Checklist for bidders

The below checklist is to help bidders ensure that all the necessary information required to submit a proposal to UNCDF is assembled. This is to help proposers ensure key elements of the proposal package are included. However, bidders are strongly encouraged to read the whole package carefully and ensure all sections are duly completed as the checklist does not drill down to sub-sections of the Request for Proposal.

Please use this checklist and tick off the boxes to make sure all the elements are included in the bid.

- Proposal Submission Form (section 4)
- Proposer Information Form (section 5)
- *Optional:* Joint Venture Partner Information Form (section 5)
- Technical Proposal Form (section 6)

Please also specifically ensure to include:

- Sub-section 1: Audited Financial Statements
- Sub-section 2: Methodology/ Approach against sample TOR (sec. 10)
- Sub-section 3: Organizational Chart

- Consultant Time Allocation Spreadsheet
- CVs for the required staff
- Financial Proposal Form (section 7)

NB. Make sure that Part C responds to TOR (sec. 3)