

REQUEST FOR PROPOSAL No. 57266

Consulting Services: Technical Assistance to the District Local Governments of Abim, Adjumani, Amudat and Moyo to Carry Out Construction Supervision of the Rehabilitation of District and Community Access Roads.

Project: **The Development Initiative for Northern Uganda (DINU)**

Country: **Uganda**

Issued on: 8 July 2019

Contents

SECTION 1. LETTER OF INVITATION.....	4
A. GENERAL PROVISIONS	5
1. Introduction	5
2. Fraud & Corruption, Gifts and Hospitality.....	5
3. Eligibility	5
4. Conflict of Interests	6
B. PREPARATION OF PROPOSALS	6
5. General Considerations	6
6. Cost of Preparation of Proposal.....	6
7. Language.....	7
8. Documents Comprising the Proposal	7
9. Documents Establishing the Eligibility and Qualifications of the Bidder	7
10. Technical Proposal Format and Content	7
11. Financial Proposals	7
12. Proposal Security	7
13. Currencies.....	8
14. Joint Venture, Consortium or Association	8
15. Only One Proposal	9
16. Proposal Validity Period.....	9
17. Extension of Proposal Validity Period	9
18. Clarification of Proposal.....	9
19. Amendment of Proposals	10
20. Alternative Proposals.....	10
21. Pre-Bid Conference	10
C. SUBMISSION AND OPENING OF PROPOSALS	10
22. Submission	10
23. Deadline for Submission of Proposals and Late Proposals.....	12
24. Withdrawal, Substitution, and Modification of Proposals	12
25. Proposal Opening.....	12
D. EVALUATION OF PROPOSALS	12
26. Confidentiality.....	12
27. Evaluation of Proposals.....	13
28. Preliminary Examination	13
29. Evaluation of Eligibility and Qualification	13
30. Evaluation of Technical and Financial Proposals.....	13
31. Due Diligence	14
32. Clarification of Proposals	14
33. Responsiveness of Proposal	15
34. Nonconformities, Reparable Errors and Omissions	15
E. AWARD OF CONTRACT.....	15
35. Right to Accept, Reject, Any or All Proposals	15
36. Award Criteria	16
37. Debriefing	16
38. Right to Vary Requirements at the Time of Award	16
39. Contract Signature	16
40. Contract Type and General Terms and Conditions	16
41. Performance Security	16
42. Bank Guarantee for Advanced Payment.....	16
43. Liquidated Damages	16
44. Payment Provisions.....	16
45. Vendor Protest.....	17
46. Other Provisions	17
SECTION 3. BID DATA SHEET.....	18
SECTION 4. EVALUATION CRITERIA	21

SECTION 5. TERMS OF REFERENCE	23
1 PROJECT DESCRIPTION	23
1.1 BACKGROUND	23
1.2 PROJECT BACKGROUND	23
1.3 OBJECTIVES OF THE ASSIGNMENT	26
2 SCOPE OF SERVICES, EXPECTED OUTPUTS AND TARGET COMPLETION	26
3 INSTITUTIONAL ARRANGEMENT	28
3.1 DISTRICT LOCAL GOVERNMENTS [DLG].....	29
3.2 MINISTRY OF WORKS AND TRANSPORT [MOWT]	30
3.3 OFFICE OF THE PRIME MINISTER [OPM]	30
3.4 UNITED NATIONS CAPITAL DEVELOPMENT FUND	31
3.5 FACILITIES/LITERATURE/DATA/ INFORMATION/POLICY FRAMEWORK.....	31
4 DURATION OF THE WORK	32
5 LOCATION OF WORK AND REPORTING REQUIREMENTS	32
5.1 LOCATION OF WORK	32
5.2 REPORTING REQUIREMENTS.....	32
6 QUALIFICATIONS OF THE SUCCESSFUL SERVICE PROVIDER AT VARIOUS LEVELS.....	35
6.1 RESIDENT ENGINEER- 1 No	36
6.2 MATERIALS /PAVEMENT ENGINEER – 1 No	36
6.3 LAND SURVEYOR – 1 No.	36
6.4 ENVIRONMENTALIST -1 No.....	36
6.5 SOCIOLOGIST – 1 No.....	37
6.6 ROAD INSPECTORS /TECHNICIANS - 6 No.....	37
6.7 STAFF INPUTS.....	37
7 SCOPE OF PROPOSAL PRICE AND SCHEDULE OF PAYMENTS.....	37
8 RECOMMENDED PRESENTATION OF PROPOSAL.....	38
9 CRITERIA FOR SELECTING THE BEST OFFER	38
10 ANNEXES TO THE TOR.....	38
SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST	39
FORM A: TECHNICAL PROPOSAL SUBMISSION FORM	40
FORM B: BIDDER INFORMATION FORM	41
FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM	42
FORM D: QUALIFICATION FORM.....	43
FORM E: FORMAT OF TECHNICAL PROPOSAL.....	46
FORM F: FINANCIAL PROPOSAL SUBMISSION FORM.....	49
FORM G: FINANCIAL PROPOSAL FORM.....	50
FORM H: FORM OF PROPOSAL SECURITY	53

Section 1. Letter of Invitation

The United Nations Capital Development Fund (UNCDF) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Terms of Reference

Section 6: Returnable Bidding Forms

- Form A: Technical Proposal Submission Form
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/Association Information Form
- Form D: Qualification Form
- Form E: Format of Technical Proposal
- Form F: Financial Proposal Submission Form
- Form G: Financial Proposal Form

Annexes:

- Field Report Presentation
- Inception report
- April 2019 progress report
- May 2019 progress report

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet.

Please acknowledge receipt of this RFP by sending an email to **Uncdf.procurement@uncdf.org** indicating whether you intend to submit a Proposal or otherwise.

Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

Submissions Deadline: 05 August 2019, Close of Business EST/EDT New York

UNCDF looks forward to receiving your Proposal and thank you in advance for your interest in UNCDF procurement opportunities.

Issued by:

Approved by:

Name: Jenifer Bukokhe Wakhungu (PhD)

Title: DINU Programme Manager

Date: 08 July 2019

Name: Dmitry Pozhidaev

Title: Regional Technical Advisor
and Focal Person for Uganda

Date: 08 July 2019

Section 2. Instruction to Bidders

A. GENERAL PROVISIONS	
1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNCDF. This RFP is conducted in accordance with the UNCDF Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNCDF. UNCDF is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 UNCDF strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNCDF vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNCDF staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNCDF (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNCDF contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>
3. Eligibility	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNCDF whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNCDF</p>

4. Conflict of Interests	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, 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:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which been engaged by 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; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNCDF. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNCDF, and seek UNCDF's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members 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 b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders 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, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
B. PREPARATION OF PROPOSALS	
5. General Considerations	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNCDF</p>
6. Cost of Preparation of Proposal	<p>6.1 The Bidder 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 not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>

7. Language	7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNCDF, shall be written in the language (s) specified in the BDS.
8. Documents Comprising the Proposal	8.1 The Proposal shall comprise of the following documents: a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by BDS; e) Any attachments and/or appendices to the Proposal.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents / information required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNCDF's satisfaction.
10. Technical Proposal Format and Content	10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP. 10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material / financial information may be declared non-responsive. 10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNCDF and at no expense to UNCDF 10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNCDF. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
11. Financial Proposals	11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs. 11.2 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. 11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.
12. Proposal Security	12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal. 12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected. 12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNCDF, UNCDF shall reject the Proposal.

	<p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNCDF, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p> <p>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</p> <p>b) In the event that the successful Bidder fails:</p> <p>i. to sign the Contract after UNCDF has issued an award; or</p> <p>12.6 to furnish the Performance Security, insurances, or other documents that UNCDF may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p>
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <p>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</p> <p>b) In the event that UNCDF selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNCDF shall reserve the right to award the contract in the currency of UNCDF's preference, using the conversion method specified above.</p>
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for 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 JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted 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.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNCDF.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 15 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or 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 JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNCDF.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p>

	<p>a) Those that were undertaken together by the JV, Consortium or Association; and</p> <p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>14.6 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 JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
15. Only One Proposal	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> 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 Bidder 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 Bidder; or f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
16. Proposal Validity Period	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNCDF and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Proposal Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNCDF may request Bidders 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.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
18. Clarification of	<p>18.1 Bidders may request clarifications on any of the RFP documents no later than</p>

Proposal	<p>the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNCDF staff member, UNCDF shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNCDF will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNCDF shall endeavor to provide 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.</p>
19.Amendment of Proposals	<p>19.1 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 Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNCDF may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
20.Alternative Proposals	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNCDF shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. 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.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
21.Pre-Bid Conference	<p>21.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.</p>
C. SUBMISSION AND OPENING OF PROPOSALS	
22.Submission	<p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNCDF General Contract Terms</p>

	and Conditions.
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> a) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. b) The Technical Proposal and the Financial 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 SHALL clearly indicate the name of the Bidder. The outer envelopes shall: <ul style="list-style-type: none"> i. Bear the name and address of the bidder; ii. Be addressed to UNCDF as specified in the BDS iii. Bear a warning that states <i>"Not to be opened before the time and date for proposal opening"</i> as specified in the BDS. <p>If the envelopes and packages with the Proposal are not sealed and marked as required, UNCDF shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS. c) The password for opening the Financial Proposal should be provided only upon request of UNCDF. UNCDF will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected. <p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled. d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNCDF. UNCDF will request password only from bidders whose technical
Email Submission	

eTendering submission	<p>proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected.</p> <p>c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</p>
23. Deadline for Submission of Proposals and Late Proposals	<p>23.1 Complete Proposals must be received by UNCDF in the manner, and no later than the date and time, specified in the BDS. UNCDF shall only recognize the date and time that the bid was received by UNCDF</p> <p>23.2 UNCDF shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
24. Withdrawal, Substitution, and Modification of Proposals	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNCDF, 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, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
25. Proposal Opening	<p>25.1 There is no public bid opening for RFPs. UNCDF shall open the Proposals in the presence of an ad-hoc committee formed by UNCDF, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p>
D. EVALUATION OF PROPOSALS	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder 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 and may be subject to the application of prevailing UNCDF's vendor sanctions</p>

	procedures.
27. Evaluation of Proposals	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNCDF will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ul style="list-style-type: none"> a) Preliminary Examination b) Minimum Eligibility and Qualification (if pre-qualification is not done) c) Evaluation of Technical Proposals d) Evaluation of Financial Proposals
28. Preliminary Examination	<p>28.1 UNCDF shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNCDF reserves the right to reject any Proposal at this stage.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with UNCDF General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical and Financial Proposals	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNCDF may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-</p>

	<p>responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNCDF will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p style="text-align: center;">TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p style="text-align: center;">FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
31. Due Diligence	<p>31.1 UNCDF reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; 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 Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNCDF may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Proposals	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNCDF may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNCDF's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or</p>

	<p>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.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder 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.</p>
33. Responsiveness of Proposal	<p>33.1 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.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNCDF and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34. Nonconformities, Repairable Errors and Omissions	<p>34.1 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.</p> <p>34.2 UNCDF may request the Bidder 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 Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNCDF shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> 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. <p>34.4 If the Bidder does not accept the correction of errors made by UNCDF, its Proposal shall be rejected.</p>
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Proposals	<p>35.1 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 Bidder(s) of the grounds for UNCDF's action. UNCDF shall not be obliged to award the contract to the lowest priced offer.</p>

36.Award Criteria	36.1 Prior to expiration of the proposal validity, UNCDF shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.
37.Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNCDF. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNCDF procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
38.Right to Vary Requirements at the Time of Award	38.1 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.
39.Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNCDF. Failure to do so may 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 Second Ranked Bidder or call for new Proposals.
40.Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNCDF Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41.Performance Security	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDCDF shall be a condition for rendering the contract effective.
42.Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNCDF so require, it is UNCDF's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43.Liquidated Damages	43.1 If specified in BDS, UNCDF shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
44.Payment Provisions	44.1 Payment will be made only upon UNDF's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNCDF with direct supervision of the Contractor. Payment will be effected by

	bank transfer in the currency of contract.
45. Vendor Protest	<p>45.1 UNCDF's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNCDF vendor protest procedures:</p> <p>http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html</p>
46. Other Provisions	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNCDF shall be entitled to same lower price. The UNCDF General Terms and Conditions shall have precedence.</p> <p>46.2 UNCDF is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNCDF General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15</p> <p>http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

Section 3. Bid Data Sheet

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	Will not be conducted See BDS No. 13 for alternative means of seeking clarification
5	16	Proposal Validity Period	90 days
6	12	Bid Security	Not Required
7	42	Advanced Payment upon signing of contract	Allowed up to a maximum of 20% of contract value. See Section 42 of the RFP for further details
8	43	Liquidated Damages	Will be imposed as follows: The liquidated damages for the whole of the services shall be 0.1 % of the final contract price per day. The maximum amount of liquidated damages for the whole of the services is ten [10%] percent of the final Contract Price. This will not apply if UNCDF establishes that the delays are not due to the poor performance of the Service Provider but rather due to factors beyond their control. Sufficiently advanced notice of any potential delay to UNCDF must be provided by the Service Provider in order to proactively avoid expected delays.
9	41	Performance Security	No performance Security will be required
10	13	Currency of Proposal	United States Dollar
11	18	Deadline for submitting requests for clarifications/ questions	7 days before the submission deadline

12	18	Contact Details for submitting clarifications/questions	E-mail address: Uncdf.procurement@uncdf.org
13	18, 19	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to prospective Proposers by email and Posting on the website: http://procurement-notice.undp.org/
14	23	Deadline for Submission	05 August 2019 at Close of Business, Eastern Standard Time (EST/EDT New York)
14	22	Allowable Manner of Submitting Proposals	Submission by email
15	22	Proposal Submission Address	Uncdf.procurement@uncdf.org
16	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Password for technical proposal <u>must</u> not be provided to UNCDF until the date as indicated in No. 14 (<i>for email submission only</i>) ▪ Password for financial proposal <u>must</u> not be provided to UNCDF until requested by UNCDF ▪ Max. File Size per transmission: 35 MB ▪ Mandatory subject of email: <ul style="list-style-type: none"> a) Technical Proposal: RFP 57266 "Technical Assistance to The District Local Governments of Abim, Adjumani, Amudat and Moyo to Carry Out Supervision of the Rehabilitation of District and Community Access Roads" b) Financial Proposal: RFP 57266 "Technical Assistance to The District Local Governments of Abim, Adjumani, Amudat and Moyo to Carry Out Supervision of the Rehabilitation of District and Community Access Roads" <p><i>Technical and Financial proposals must be sent in separate emails. Financial Proposal must be password encrypted.</i></p> <ul style="list-style-type: none"> ▪ Documents which are required in original should be sent to the below address with a PDF copy submitted as part of the electronic submission.

17	27 36	Evaluation Method for the Award of Contract	<p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively</p> <p>The minimum technical score required to pass is 70%.</p>
18		Expected date for commencement of Contract	<i>January 1, 2020</i>
19		Maximum expected duration of contract	18 months
20	35	UNCDF will award the contract to:	One Proposer Only
21	40	Type of Contract	<p>Purchase Order and Contract for Goods and Services for UNCDF</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
22	40	UNCDF Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Mixed Goods and Services</p> <p>https://www.undp.org/content/dam/undp/library/corporate/Procurement/english/3.%20UNDP%20GTCs%20for%20Contracts%20(Goods%20and-or%20Services)%20-%20Sept%202017.pdf</p>
23	15	Key Staff	<p>For better clarity, bidders are required to classify their personnel in the following manner: (a) Key Personnel, preferably employed by the Bidder; and (b) Non-key / Sub-contracted individuals. Bidders are requested to be mindful of the provision in Section 15 of the RFP, particularly clause (f).</p>

Section 4. Evaluation Criteria

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	100
2.	Proposed Methodology, Approach and Implementation Plan	300
3.	Management Structure and Key Personnel	500
4.	Participation by nationals among proposed key experts	100
	Total	1000

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing Company Profile, audited financial account for the past three years,	10
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - Financial stability - loose consortium, holding company or one firm - age/size of the firm - strength of project management support - project financing capacity - project management controls 	20
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.)	10
1.4	Quality assurance procedures, warranty	10
1.5	Relevance of: <ul style="list-style-type: none"> - Specialized Knowledge 15 - Experience on Similar Programme / Projects 15 - Experience on Projects in the Region 10 - Work for UN/ major multilateral/ or bilateral programs 10 	50
Total Section 1		100

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	To what degree does the proposer understand the task?	50
2.2	Have the important aspects of the task been addressed in sufficient detail?	30
2.3	Are the different components of the project adequately weighted relative to one another?	10
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	30
2.5	Is the conceptual framework adopted appropriate for the task?	50
2.6	Is the scope of task well defined and does it correspond to the TOR?	70
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	60
Total Section 2		300

Section 3. Management Structure and Key Personnel		Points obtainable
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?	50
3.2	Qualifications of key personnel proposed	

Section 3. Management Structure and Key Personnel			Points obtainable
3.2 a	Team Leader	Sub-Score	100
	- General Qualification	40%	
	- General Experience	20%	
	- Specific Experience relevant to the assignment	20%	
	- Regional experience	10%	
	- Language qualification	10%	
3.2 b	Land Surveyor	Sub-Score	50
	- General Qualification	40%	
	- General Experience	20%	
	- Specific Experience relevant to the assignment	20%	
	- Regional experience	10%	
	- Language qualification	10%	
3.2 c	Environmentalism	Sub-Score	50
	- General Qualification	40%	
	- General Experience	20%	
	- Specific Experience relevant to the assignment	20%	
	- Regional experience	10%	
	- Language qualification	10%	
3.2 d	Sociologist	Sub-Score	50
	- General Qualification	40%	
	- General Experience	20%	
	- Specific Experience relevant to the assignment	20%	
	- Regional experience	10%	
	- Language qualification	10%	
3.2 e	Materials/Pavement Engineer	Sub-Score	50
	- General Qualification	40%	
	- General Experience	20%	
	- Specific Experience relevant to the assignment	20%	
	- Regional experience	10%	
	- Language qualification	10%	
3.2 f	Road Inspectors/Technician- 6 No	Sub-Score	150
	- General Qualification	40%	
	- General Experience	20%	
	- Specific Experience relevant to the assignment	20%	
	- Regional experience	10%	
	- Language qualification	10%	
Total Section 3			500

Section 4. Participation by nationals among proposed key experts		Points obtainable
4.1	The estimated person-months of nationals among the proposed key experts. Score = (Person-months of nationals/total person-months) x the maximum score under this criteria	100
Total Section 4		100

Section 5. Terms of Reference

1 PROJECT DESCRIPTION

1.1 BACKGROUND

The European Union through its 11th European Development Fund in collaboration with the Government of Uganda has launched the Development Initiative for Northern Uganda (DINU), an integrated development programme which aims at addressing, in a comprehensive and coordinated manner, the key development challenges in the north of the country. The region is faced with multiple and interconnected development challenges including core issues of poverty reduction and entrenching good governance and democratic process more firmly at the local level to reinforce accountability and improve service delivery.

Building on the previous collaborative work of the EU and the Government of Uganda, the programme aims to steer a paradigm shift from a sector-oriented support to an integrated territorial approach, and 'connect the dots' between key sectors and areas for an inclusive and sustainable socio-economic development of the region, by supporting a selection of relevant value-chains (taking into account the respective agro-ecological zone types of the sub-regions), addressing notably the identified bottlenecks, and working with local private sector. This will not be possible without a crucial facilitating role played by local authorities who will be specifically supported to better fulfil their core and broad mandates (notably in relation to the other sectors targeted by this programme) and better respond to local needs and deliver quality services to its citizens, improving upwards and downwards accountability mechanisms. Complementary to this, DINU will implement activities aimed at unlocking trade within the region, within the country, and with neighbouring countries through the improvement of transport infrastructures.

Local authorities are expected to play a key role in planning and overseeing the implementation of programme activities, as the programme adopts an integrated, place-based approach to development planning and implementation and operationalizes it through the formulation of jurisdiction-specific territorial development strategies, developing both vertical partnerships (local authorities-central state) and horizontal partnerships (local authorities - local private, non-profit and community-based organization), and leveraging place-specific resources.

To ensure the sustainability of its support to transport infrastructure and to strengthen the capacity of local government authorities and empower communities to participate in improved local service delivery, particularly maintenance and rehabilitation of road assets, DINU has introduced Result 2.1: Transport infrastructures in the regions are improved that incorporates Activity 2.1.2- Rehabilitation and upgrading of selected numbers of priority districts and community access roads within 4 priority districts (Amudat, Adjumani, Abim, Moyo).

The District Road Rehabilitation Fund (DRRF) is designed to operationalize Activity 2.1.2, particularly a system of conditional grants for realization by the districts of their road works rehabilitation implementation programs.

1.2 PROJECT BACKGROUND

The Government of Uganda and EU Delegation 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 (ii) Transport Infrastructures, is the rehabilitation of the district community access roads within selected disadvantaged districts of 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 United Nations Capital Development Fund (UNCDF) has been assigned to implement this component through a delegation agreement with the EU signed in December 2017.

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 and 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 as the feasibility and preliminary design were carried out. The project identification (Phase A) and the feasibility study and preliminary engineering design reports were completed.

The selected and prioritized district and community access road sections are 33 road sections totaling 405 km) as indicated below. Road category and road class refers to the Ministry of Works and Transport road classification as per the road manuals.

In Adjumani District the following 11 road sections with a total length of 122.44 km were selected:

Ranking No	Road Name	Length (km)	Road Category	Road Class	Level of Service
1	Eleukwe-Ajujo	7.98	CAR	III	<i>all-season full access</i>
2	Ofua TC-Pakwinya	8.16	CAR	III	<i>all-season full access</i>
3	Kureku-Bira Via Fuda	9.27	District Road	I	<i>all-season full access</i>
4	Unna-Miniki	13.30	District Road	I	<i>all-season full access</i>
5	Mungula junction -Zoka	12.94	District Road	I	<i>all-season full access</i>
6	Pacara-Ogujebe	11.34	District Road	I	<i>all-season full access</i>
7	Adjugopi-Miniki	3.57	District Road	II	<i>all-season full access</i>
8	Adjugopi-Nyeu	24.49	District Road	I	<i>all-season full access</i>
9	Ayiri-Massa	5.71	CAR	III	<i>all-season full access</i>
10	Magburu P/S-Kobo landing site	9.46	CAR	III	<i>all-season full access</i>
11	Loa-liri loop	12.22	District Road	II	<i>all-season full access</i>

In Moyo District the following 12 road sections with a total length of 140.81 km were selected:

Ranking No	Road Name	Length (km)	Road Category	Road Class	Level of Service
1	Laropi – Palorinya	18.55	District Road	II	<i>all-season full access</i>
2	Dongo – Morobi - Kotchi Boma	10.21	CAR	II	<i>all-season full access</i>

Ranking No	Road Name	Length (km)	Road Category	Road Class	Level of Service
3	Mawa Rd - Orokombaa	3.18	CAR	II	<i>all-season full access</i>
4	Laropi – Paanjala	18.37	District Road	I	<i>all-season full access</i>
5	Obongi SS – Gango	8.24	CAR	II	<i>all-season full access</i>
6	Metu – Gbari	21.54	District Road	II	<i>all-season full access</i>
7	Amua – Abeso	18.68	District Road	II	<i>all-season full access</i>
8	Aluru – Palorinya	17.17	District Road	II	<i>all-season full access</i>
9	Metu-Ayaa	6.74	District Road	II	<i>all-season full access</i>
10	Celecelea -Lama- Gbalala	11.92	District Road	II	<i>all-season full access</i>
11	Lomunga –Rupo	3.38	CAR	II	<i>all-season full access</i>
12	Opiro-Orokombaa	2.82	CAR	II	<i>all-season full access</i>

In Abim District the following 6 road sections with a total length of 92.91 km were selected:

Ranking No	Road Name	Length (km)	Road Category	Road Class	Level of Service
1	Alerek-Katabok-Lotuke	41.11	District Road	I	<i>all-season full access</i>
2	Abuk-Awach	16.13	District Road	I	<i>all-season full access</i>
3	Atunga-Koya	8.59	District Road	I	<i>all-season full access</i>
4	Adea-Nyarkidi	8.00	CAR	III	<i>all-season full access</i>
5	Aninata-Adwal	11.04	District Road	I	<i>all-season full access</i>
6	Alerek-Kathimongor-Kagrui	7.85	District Road	I	<i>all-season full access</i>

In Amudat District the following 4 road sections with a total length of 48.68 km were selected:

Ranking No	Road Name	Length (km)	Road Category	Road Class	Level of Service
1	Uingeresa – Achorichor	9.32	District Road	I	<i>all-season full access</i>
2	Lopedot – Nakipom	6.98	District Road	I	<i>all-season full access</i>
3	Katawar – Katabok	15.40	District Road	I	<i>all-season full access</i>
4	Karita - Naporokocha-Moruajore	16.98	District Road	III	<i>all-season full access</i>

Figure 1 summarizes the project location (for road rehabilitation) with the four beneficiary districts marked green.

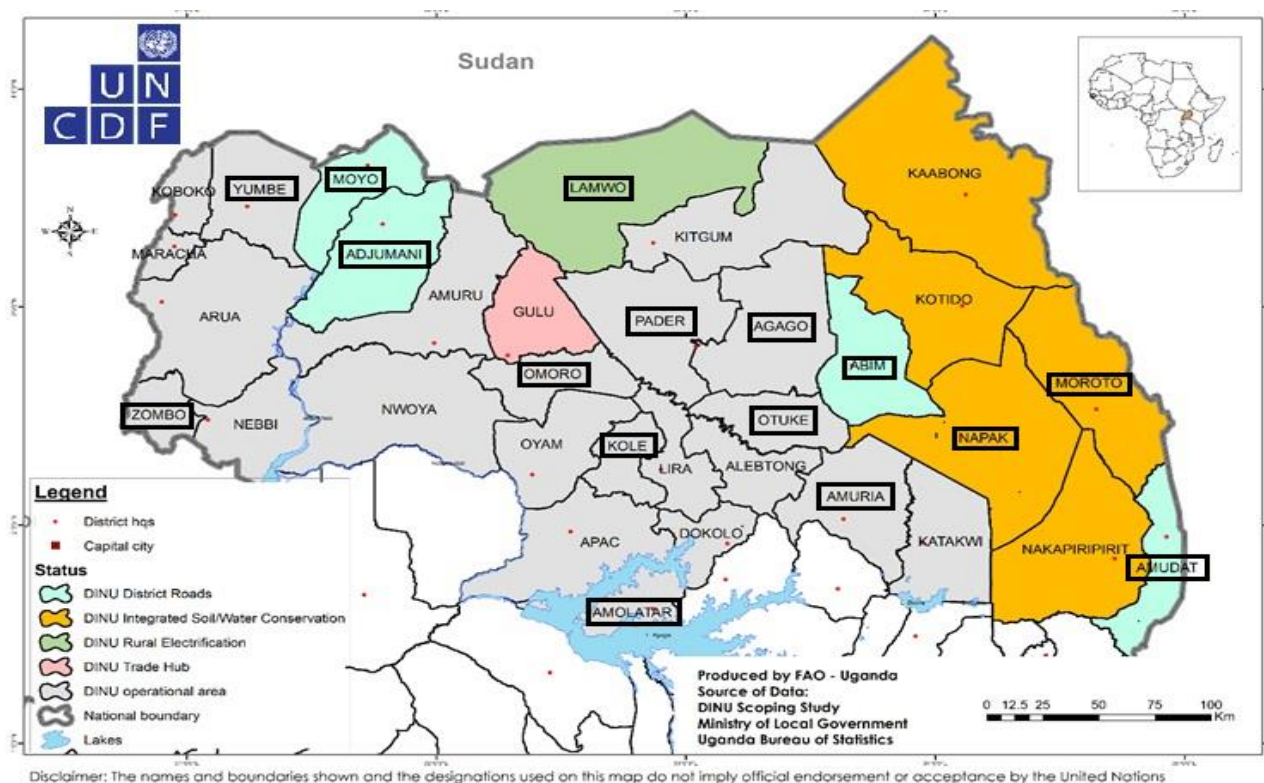


Figure 1 Project Location

1.3 OBJECTIVES OF THE ASSIGNMENT

The overall objective of this assignment is to provide Technical Assistance (TA) to the District Local Governments of Moyo, Adjumani, Abim and Amudat in the supervision of the District and Community access roads.

The specific objective of the assignment is to supervise the construction of District and Community access roads. The supervision consultant will use the designs prepared by the design consultant to accomplish this assignment.

2 SCOPE OF SERVICES, EXPECTED OUTPUTS AND TARGET COMPLETION

Working under direct supervision of UNCDF in close collaboration with the Ministry of Works and Transport (MoWT), Ministry of Local Government (MoLG) and the beneficiary District Local Governments (DLG's), the consultancy firm will supervise the construction of District and Community access roads.

In respect of works contracts, the TA 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:

- Prior to Contractor mobilization attend the mobilization meeting, convened by the District Engineer, to discuss the proposed work plan, labor recruitment details, the location of work camps and other relevant issues.
- Liase with the relevant authorities regarding the protection or relocation of any water pipes, power cables, telephone lines etc.
- Examine the Contractor's work plan and agree on any amendments and thereafter approve the program.

- (iv) 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.
- (v) Supervise with due diligence, efficiency and on a continuous basis the construction of the works to ensure full compliance with the design, specifications, mechanized/labor-based construction principles and conditions of contract.
- (vi) Propose any modifications to the design documents or specifications which may be considered necessary for technical and economic reasons and obtain Client approval.
- (vii) 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.
- (viii) Maintain a daily site diary recording progress of the works, and ensure the submission of weekly reports from the Contractor showing on a daily basis the progress of the works, labor, by gender, and equipment on site.
- (ix) Ensure, on a daily basis, that works are carried out in such a way as to ensure that traffic flow is not unduly interrupted.
- (x) 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.
- (xi) Ensure strict adherence by the Contractor to the recruitment of labor in accordance with the equal opportunities procedure of the works contract.
- (xii) Ensure that the Contractor employs labor/equipment on the basis of task/output rates appropriate to labor/equipment-based methods; comply with contractual occupational health and safety and HIV/AIDS requirements and makes regular and timely payments to his workers.
- (xiii) Measure the works monthly and prepare interim and final payment certificates.
- (xiv) Analyze contractual claims for additional payment and/or extension of time and report, with recommendations, to the District Engineer for consideration.
- (xv) 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.
- (xvi) Attend as required Monitoring site meetings, convened by the Supervisor and attended by the Contractor and other stakeholders.
- (xvii) Prior to forwarding a contract for final payment certificate to the District Engineer ensure that the Contractor has removed all temporary structures and surplus materials, reinstate as required all gravel pits and camp areas and complied with all matters agreed with the stakeholders.
- (xviii) Advise the District Environmental Officer when the contract has been completed and request the issue of an Environmental Compliance Certificate.
- (xix) Prior to the issue of the Works substantial Completion Certificate verify, through review of employment records, spot checks and interviews with the laborers, that all outstanding wages have been paid.
- (xx) On substantial 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.
- (xxi) Review and approve as-built drawings, operating and maintenance manuals.
- (xxii) Resolve claims and disputes.
- (xxiii) Prepare final account.
- (xxiv) Carry out Final inspection.
- (xxv) Issue certificate of substantial completion.

- (xxvi) Return performance security.
- (xxvii) Prepare payment certificate of completion.
- (xxviii) Prepare project completion report.

The expected outputs to be delivered, and when should they be completed is summarized in **Table 2-1**.

Table 2-1 Reporting Requirements

Report	Due Date (After Start Date)
1. Inception Report	1 month
2. Minutes Of Client / TA Meeting	7 days after the meeting. 7 days after the meeting.
3. Monthly Progress Reports	Monthly by the 10 th day of the following month
4. Quarterly Progress Report	Quarterly by the 10 th day after the end of the quarter.
5. Site Meeting Minutes	7 days after the meeting. 7 days after the meeting.
6. Interim Payment Certificates approved by supervisor	Monthly
7. Variation Order Approval Recommendation	Monthly
8. Substantial Completion Report	Upon achievement of substantial completion of each works contract.
9. Substantial payment certificate	Upon achievement of substantial completion of each works contract.

3 INSTITUTIONAL ARRANGEMENT

The project management structure is as indicated in Figure 1 where the solid lines indicate the main project contracts and the dotted lines indicate the institutional arrangements in place to ensure smooth project implementation. The roles and responsibilities of each institution is described in this section. The TA will report to the UNCDF, specifically to the Lead Specialist – Transport Infrastructure on a day to day basis. The Lead Specialist will coordinate the roles of all parties involved. Upon coordination with, and consensus with, other key stakeholders in the project, the Lead Specialist shall also be the direct source of instruction, and shall assist the TA in obtaining what they need from various parties.

Upon agreement with the Lead Specialist, the Programme Manager shall certify acceptance of the TA's reports; authorize payments. Overall guidance and direction for the project shall be provided by the Programme Manager. Any matter that cannot be resolved between the Service Provider / Contractor and the Lead Specialist shall be escalated to, and resolved by, the Programme Manager. The Programme Manager may consult UNCDF Headquarters at any given time.

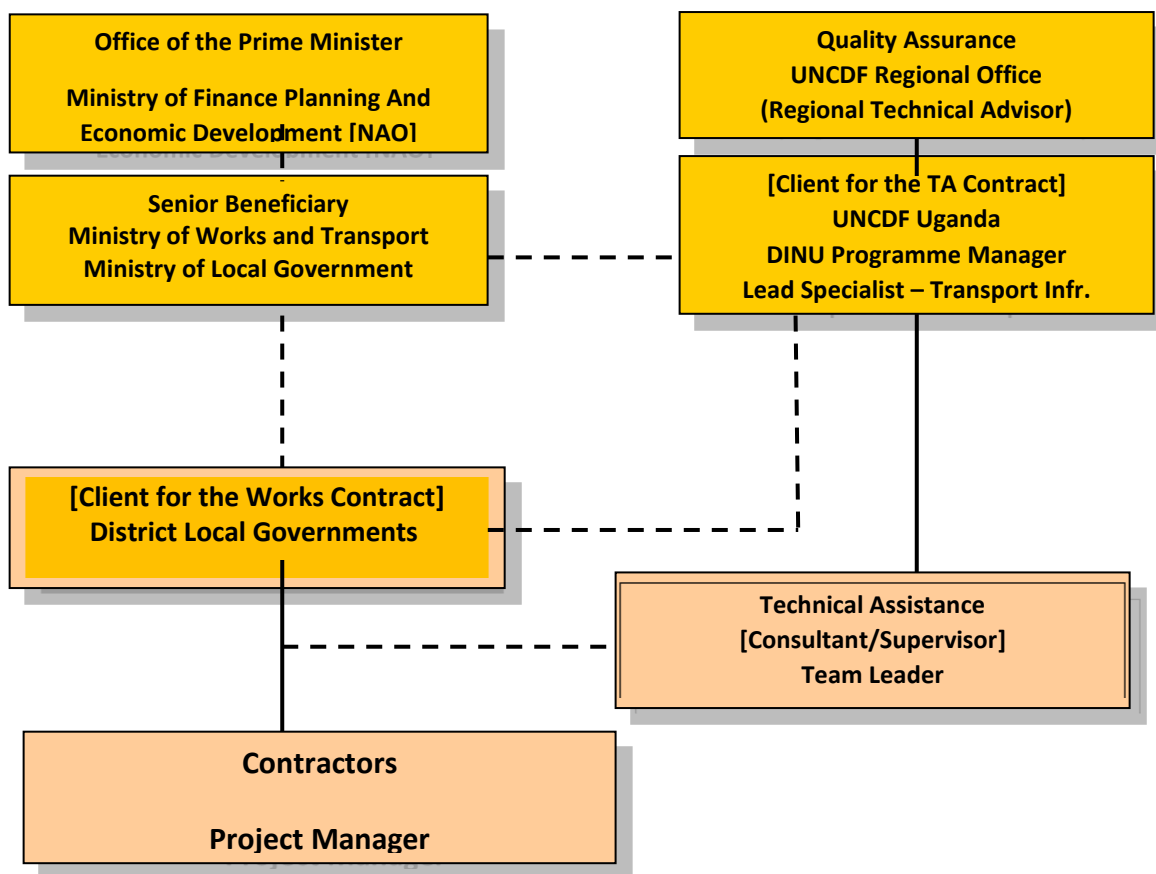


Figure 1 Project Management Structure

3.1 DISTRICT LOCAL GOVERNMENTS [DLG]

District Local Governments will be responsible for:

- (i) planning, budgeting, implementing and reporting on Program funded activities, consistent with their mandate under the LGs Act CAP243.
- (ii) The Chief Administrative Officers will be responsible for implementing and reporting on the District Road Rehabilitation Fund (DRRF) activities, with support from the district technical planning committee.
- (iii) Opening a special programme account in a commercial bank as authorized by the Accountant General and timely transfers of DRRF funds from the district general account at Bank of Uganda (BoU) to the special programme expenditure account;
- (iv) Timely integration of the DRRF planning into the district annual planning process and its alignment with the district development plan, sector policies, NPA planning guidelines, budget circulars and other planning guidelines;
- (v) Identification of the co-financing opportunities with the other intergovernmental fiscal transfers and own source revenues;
- (vi) Preparation of technical and tendering documents, procurement of works, goods and services for the approved DRRF and managing such contracts as necessary with TA support to be put in place by UNCDF.
- (vii) Informing MoWT/UNCDF about capacity development measures required to support DRRF planning and implementation;
- (viii) Ensuring the participatory character of the DRRF planning and transparency of its implementation and utilization through regular public reporting;

- (ix) Regular monitoring and spot checks for DRRF projects to establish the physical progress, individually or jointly with other agencies;
- (x) Timely submission of financial and physical progress reports on DRRF utilization;
- (xi) Support to periodic VfM audits and regular annual audits for the DRRF special account.
- (xii) Supervising the contractor during the defects liability period
- (xiii) Communication of any information, issues and updates to UNCDF, MOWT and MoLG that might affect smooth execution of the assignment at the local level;
- (xiv) Mobilization and sensitization of the community members about the assignment in particular those that reside along the selected roads;
- (xv) Organize and provide the necessary documentation/information to facilitate the smooth undertaking of the assignment by the TA at the district and community level;
- (xvi) Participate in project meetings organized by the TA, UNCDF, MOWT and MoLG at national and local level where necessary;
- (xvii) Contribute to collaborative working relationships with other local stakeholders at the local level by building linkages and networks to facilitate smooth implementation of the assignment;
- (xviii) carrying out regular monitoring and spot checks during implementation of the assignment at the local level and sharing monitoring reports with UNCDF, MOWT and MoLG
- (xix) Inform UNCDF, MoWT and MoLG of any risks for mismanagement or deviation from the agreed assignment;
- (xx) Provision of office space to the TA during execution of the assignment
- (xxi) Supervise the works during the defects liability period
- (xxii) Release retention money.
- (xxiii) Prepare project completion report.

3.2 MINISTRY OF WORKS AND TRANSPORT [MOWT]

The activities to be performed by the Ministry of Works and Transport will be in accordance with the letter of agreement between UNCDF and MoWT as follows:

- (i) Provision of technical assistance for the implementation of district road rehabilitation and improvement programs: Whereas UNCDF will hire dedicated technical assistance for district road rehabilitation and improvement programs, the two parties i.e. UNCDF and MoWT shall jointly oversee and monitor delivery of expected outputs of the consultancy.
- (ii) Training programme in road maintenance: The MoWT in close consultation with UNCDF, shall design and deliver a training programme on road maintenance in sixteen districts through the Mountain Elgon Labour Based Training Centre (MELTC).
- (iii) Integration of the road rehabilitation and maintenance component in the LG annual and mid-term planning, budgeting and implementation frameworks: The MoWT shall in collaboration with MoLG support the districts to apply the new skills and expertise acquired through the MELTC training to annual and medium-term planning of local road rehabilitation and maintenance.

3.3 OFFICE OF THE PRIME MINISTER [OPM]

OPM as the coordinating agency for the entire DINU Programme will have the following roles:

- (i) Provide overall guidance on implementation of the project to ensure strategic alignment with the other components of DINU.
- (ii) Coordinate the activities of the other responsible parties to create coherence and synergies all the way from the design to the implementation phase

- (iii) Act as a learning platform promoting the exchange of good practices on implementation of the project.
- (iv) Provide necessary strategic and technical advice at national level and through the regional office to ensure smooth implementation of the assignment

3.4 UNITED NATIONS CAPITAL DEVELOPMENT FUND

The UNCDF will be responsible for:

- (i) Overall fiduciary responsibility to the EU Delegation for the use of funds to execute the assignment.
- (ii) Reviewing and approving reports submitted by the consultant and ensuring timely
- (iii) Provide the TA prepared detailed engineering designs, annualized scope/prioritization, cost estimates and implementation timeframe of the rehabilitation works to inform district-level annual work plans and budgets.
- (iv) Reviewing on a regular basis implementation progress and achievement of the assignment.
- (v) Alignment between assignment with other DINU activities at the district level
- (vi) Providing support for implementation issues as well as institutional capacity building at the district level.
- (vii) Providing technical support and advisory services for any co-financing arrangements that might arise during execution of this assignment.
- (viii) Monitoring and reporting on execution of the assignment to the funders, OPM and other relevant stakeholders through project reports, news briefs, regular Programme Steering Committee Meetings, Project specific board meetings and any other platforms as deemed necessary
- (ix) Monitoring changes in the environment and identifying any risks to the assignment and sharing such information with key stakeholders in a timely manner.
- (x) Perform liaison duties between the Supervision Consultant and Design Consultant, as and when deemed necessary.

3.5 FACILITIES/LITERATURE/DATA/ INFORMATION/POLICY FRAMEWORK

The TA will be provided with:

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

The TA shall be responsible for:

- (i) Provision of a computer including the necessary software and printer for each long-term staff member and short-term TA. The cost of the computers, software and printers is included in the fee rates.
- (ii) Own office consumables;
- (iii) Staff accommodation (included in fee rates);
- (iv) Office furniture and other necessary equipment;
- (v) TA 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;
- (vi) Adequate and appropriate staff transportation for the payment of the assignment;
 - (vii) security and safety of their personnel.

Please note that prices for the living allowance may not exceed the UN standards for 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.

4 DURATION OF THE WORK

The estimated duration of the assignment is eighteen (18) calendar months.

5 LOCATION OF WORK AND REPORTING REQUIREMENTS

5.1 LOCATION OF WORK

The selected and prioritised district and community access road sections (33 road sections totalling 405 km) finally suggested by the Consultant based on consultations with local stakeholder were approved by the EUD in December 2017. 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.

5.2 REPORTING REQUIREMENTS

The TA shall prepare, submit, and present the reports in **Table 3-1** in English and presented on A4 sized paper to the Client. All reports (except Progress Reports) shall be submitted initially as draft versions, which shall be finalized to accommodate Clients' comments, after which a soft copy will also be provided to the Client [in PDF and in the software the work was done] with the hard copies. Survey data for both draft and final reports shall be submitted in a format compatible to Windows XP or higher.

The TA shall arrange to present the reports to the Client. The presentations shall be at least 5 days after submission of the hard and soft copies of the reports. The presentations shall preferably be in MS PowerPoint. UNCDF is responsible for approving the reports.

Table 3-1 Reporting Requirements

Knowing that it is possible that each district will be tendered separately and will be implemented in different times by different contractors, the following reporting requirements should be presented separately for each district

Report	Contents	No of Hard /Soft Copies	Due Date (After Start Date)
1. Inception Report	This report shall briefly describe: <ul style="list-style-type: none"> ▪ the mobilization and establishment status of the TA, ▪ the specific staffing plan, 	04/01	1 month

Report	Contents	No of Hard /Soft Copies	Due Date (After Start Date)
	<ul style="list-style-type: none"> the updated work plan the TA proposes to follow in carrying out the assignment, based on the TA's initial findings, details of any constraints or inputs required from the employer and such remarks as are deemed appropriate comments on the identification, feasibility study, detailed design report, and contract documents 		
2. Minutes Of Client / TA Meeting	<ul style="list-style-type: none"> Minutes submitted after meeting Signed minutes to be submitted after the subsequent meeting. 	04/01	7 days after the meeting. 7 days after the meeting.
3. Site Meeting Minutes	<ul style="list-style-type: none"> Minutes submitted after meeting Signed minutes to be submitted after the subsequent meeting. 	04/01	7 days after the meeting. 7 days after the meeting.
4. Monthly Progress Reports	<p>These reports shall summarize (separately for the Contractor and Consultant):</p> <ul style="list-style-type: none"> Progress made (physical and financial) during the month; Progress (physical and financial) since the start of the work; Work plan for the next month and updated work program; Records of site meetings and site visits, Contractor's plant, equipment and labour deployment; Progress photographs; Claims and variations; Health, Safety, Environment, Accidents on site and any other relevant details; Status of insurances and securities - contractors' all risk insurance, performance security, professional indemnity, etc. Cash Flow Forecasts; Weather conditions; Findings and recommendations of the Consultant Any major constrains that may affect the progress of the assignment, their causes and proposed remedies. 	04/01	Monthly by the 10 th day of the following month
5. Quarterly Progress Reports	<p>These reports shall summarize (separately for the Contractor and Consultant):</p>	04/01	Quarterly by the 10 th day after the end of quarter

Report	Contents	No of Hard /Soft Copies	Due Date (After Start Date)
	<ul style="list-style-type: none"> Progress made (physical and financial) during the quarter; Progress (physical and financial) since the start of the work; Work plan for the next quarter and updated work program, Contractor's plant, equipment and labour deployment; Claims and variations; Health, Safety, Environment, Accidents on site and any other relevant details; Status of insurances and securities - contractors' all risk insurance, performance security, professional indemnity, etc. Cash Flow Forecasts; Weather conditions; Findings and recommendations of the Consultant Any major constrains that may affect the progress of the assignment, their causes and proposed remedies. 		
6. Interim Payment Certificates	<ul style="list-style-type: none"> Measurement of completed works and interim payments Materials test results Payment certificate 	02/01	Monthly
7. Variation Order Approval Recommendation	<ul style="list-style-type: none"> Contract quotation TA recommendation 	02/01	adhoc
8. Practical Completion Report	<p>This report shall include:</p> <ul style="list-style-type: none"> Executive Summary; Mobilization / Demobilization Details; Description of the Project; Project Implementation Summary; Financial Information, Final Accounts, Identification of cost increases/decreases and reasons; Technical Information, summary of work executed, techniques employed, materials used and sources of materials; Contract changes and variations, Construction Records, As-Built Records; Assessment of Contractor's performance; Assessment of counterpart training if any; 	02/01	12 months after construction start

Report	Contents	No of Hard /Soft Copies	Due Date (After Start Date)
	<ul style="list-style-type: none"> ▪ Critical assessment of important technical problems and lessons learned; ▪ Recommendations as to how future projects could be improved; ▪ Comments on Consultant's ToR, works Technical Specifications and Conditions of Contract; ▪ Conclusions and Recommendations. 		
9. Substantial Payment Certificates	<ul style="list-style-type: none"> ▪ Measurement of completed works and interim payments ▪ Materials test results ▪ Payment certificate 	02/01	12 months after construction start
10. Final Completion Report	<p>This report shall include:</p> <ul style="list-style-type: none"> ▪ Executive Summary; ▪ Mobilization / Demobilization Details; ▪ Description of the Project; ▪ Project Implementation Summary; ▪ Financial Information, Final Accounts, Identification of cost increases/decreases and reasons; ▪ Technical Information, summary of work executed, techniques employed, materials used and sources of materials; ▪ Contract changes and variations, Construction Records, As-Built Records; ▪ Assessment of Contractor's performance; ▪ Assessment of counterpart training if any; ▪ Critical assessment of important technical problems and lessons learned; ▪ Recommendations as to how future projects could be improved; ▪ Comments on Consultant's ToR, works Technical Specifications and Conditions of Contract; ▪ Conclusions and Recommendations. 	02/01	At the end of the defects liability of each works contract.

The TA will be monitored on a regular basis by UNCDF in collaboration with the MoWT and the respective districts.

6 QUALIFICATIONS OF THE SUCCESSFUL SERVICE PROVIDER AT VARIOUS LEVELS

The Technical Proposal shall be evaluated as indicated in Section 4 of this RFP consisting among other things:

- (i) General and specific experience of the TA (as a firm) relevant to the Assignment

- (ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)
- (iii) Key professional staff qualifications and competence for the assignment
- (iv) Participation by regional/national staff among proposed key staff

Similar experience shall be defined as participation as TA or JV partner (not as a sub-consultant), in at least three (03) contracts within the last ten (10) years, that have been successfully and substantially completed (at least 80% complete) and that are similar to the proposed services. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in the RFP.

General and specific experience as stated in the Project sheets/completion certificates/signed contracts shall be compared to the requirements stated in the TOR; existence of the included projects/ assignments in the firm's project sheets; accuracy of the included project details.

The experts have a crucial role in implementing the contract. These terms of reference contain the required experts' profiles. The tenderer shall submit CVs and Statements of Exclusivity and Availability for the following experts. The experts input in person-months and the project phase when the expert will be required is indicated.

6.1 Resident Engineer- 1 No

The Resident Engineer shall be responsible for the overall management of the project and shall be the principal contact person with the client during the supervision. The Staff must have a master's degree qualifications in civil engineering; with minimum experience of ten (10) years; and must be registered/member with a relevant professional regulatory body and have a current practicing certificate. The Staff must have served in a similar capacity on at least three (3) projects of similar magnitude and complexity in the past 10 years. In addition, he/she must have a working experience at least of 3 years in sub-Saharan Africa. Fluency in written and spoken English is mandatory.

6.2 Materials /Pavement Engineer – 1 No

The Materials Engineer shall be responsible for the assessment of materials and pavements design. The Staff must have a bachelor's degree qualifications in civil engineering; with minimum experience of eight (08) years; and must be registered/member with a relevant professional regulatory body and have a current practicing certificate. The staff must have served in a similar capacity on at least three (3) projects of similar magnitude and complexity in the past 10 years. In addition, he/she must have a working experience at least of 3 years in sub-Saharan Africa. Fluency in written and spoken English is mandatory.

6.3 Land Surveyor – 1 No.

The Surveyor shall be responsible for conducting cadastral and topographic surveys. The Surveyor shall be a holder of a Bachelor's degree in land surveying with minimum experience of eight (08) years; and must be registered/member with a relevant professional regulatory body and have a current practicing certificate. The staff must have served in a similar capacity on at least three (3) projects of similar magnitude and complexity in the past 10 years. In addition, he/she must have a working experience at least of 3 years in sub-Saharan Africa. Fluency in written and spoken English is mandatory.

6.4 Environmentalist -1 No

The Environmentalist shall be responsible for carrying out an environmental and social impact assessment of the project and prepare Environmental Management Plan in order to minimize any negative impacts that the road upgrading will have on the environment. The Environmentalist shall be a holder of a bachelor's degree in environmental science with minimum experience of eight (08) years; and must be registered/member with a relevant professional regulatory body and have a current practicing certificate. The staff must have served in a similar capacity on at least three (3) projects of similar magnitude and

complexity in the past 10 years. In addition, he/she must have a working experience at least of 3 years in sub-Sahara Africa. Fluency in written and spoken English is mandatory.

6.5 Sociologist – 1 No

The Sociologist shall be responsible for conducting the social impact assessment in the corridor of impact and prepare mitigating plans and Resettlement Action Plan (RAP) in order to minimize any negative impacts that the project implementation will have on the people along project area. The Sociologist shall be a holder of a bachelor's degree in sociology with minimum experience of eight (08) years; and must be registered/member with a relevant professional regulatory body and have a current practicing certificate. The staff must have served in a similar capacity on at least three (3) projects of similar magnitude and complexity in the past 10 years. In addition, he/she must have a working experience at least of 3 years in sub-Sahara Africa. Fluency in written and spoken English is mandatory.

6.6 Road Inspectors /Technicians - 6 No

The Road Inspectors/Technician shall be responsible for supervising construction, each inspector is responsible for supervising the works in one district. The staff shall be a holder of an ordinary diploma in civil engineering. The Staff shall possess not less than eight (8) years' experience in infrastructure projects of which not less than five (5) years must have been supervision of an assignment of similar nature. In addition, he/she must have a working experience of at least three (3) years in Sub-Sahara Africa. Fluency in written and spoken English is mandatory.

6.7 STAFF INPUTS

The estimated minimum inputs for each staff for the different project phases as indicated in **Table 3-2**.

Table 3-2 Estimated Staff Input

Staff	No	Input (mm) - Construction Supervision
1. Resident Engineer	1	18
2. Materials /Pavement Engineer	1	03
3. Land Surveyor	1	03
4. Environmentalist	1	03
5. Sociologist	1	03
6. Road Inspectors/Technicians	6	108
TOTAL	11	138

7 SCOPE OF PROPOSAL PRICE AND SCHEDULE OF PAYMENTS

1. A maximum of 20% of down payment shall be paid to the Contractor upon signing of the contract. The advanced payment shall be paid against a bank guarantee, valid for the contract period, in exactly the same amount; and

2. The rest of the 80% of the contract price shall be paid in full by UNCDF, upon receipt of written notification from the Government of Uganda that the construction contractor being supervised has fully completed the construction works, excluding the Defects Liability Period for the construction works. The completion certificate that will be issued to the supervision consultant by UNCDF shall be based on the construction completion certificate issued by the Government of Uganda.

At the time of this tender, the construction contracts have not yet been awarded by the Government of Uganda. Upon award of the construction contracts, a copy of which shall be provided by UNCDF to the supervision consultant.

After the supervision consultant reviews the milestones defined in the construction contract of the contractor(s) that it will supervise, the supervision consultant may opt to negotiate with UNCDF the payment terms at any time within the contract period. Any proposed modification to the payment terms shall only be based on milestones and payment terms of the construction contract signed between the Government of Uganda and the Construction contractor. Any and all proposed payment terms amendment shall be subject to the acceptance of UNCDF.

8 RECOMMENDED PRESENTATION OF PROPOSAL

Proposers are required to complete, sign and submit documents listed in Section 6: Returnable Bidding Forms / Checklist.

9 CRITERIA FOR SELECTING THE BEST OFFER

The Criteria for selecting the best offer shall be as described in Section 4 of this RFP.

10 ANNEXES TO THE TOR

No existing literature or documents have been provided with this RFP but the successful bidder will be provided with the feasibility study reports/detailed designs, works contract documents.

Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

Technical Proposal Envelope:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
▪ Form H: Proposal Security Form	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Financial Proposal Envelope

(Must be submitted in a separate sealed envelope/password protected email)

▪ Form F: Financial Proposal Submission Form	<input type="checkbox"/>
▪ Form G: Financial Proposal Form	<input type="checkbox"/>

Form A: Technical Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNCDF.

We offer to provide services in conformity with the Bidding documents, including the UNCDF General Conditions of Contract and in accordance with the Terms of Reference

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Proposal you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should UNCDF accept this Proposal.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNCDF vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNCDF vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person UNCDF may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Trade name registration papers, if applicable ▪ Local Government permit to locate and operate in assignment location, if applicable ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country ▪ Power of Attorney

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
--	------------

We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNCDF for the fulfillment of the provisions of the Contract.

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Form D: Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

If JV/Consortium/Association, to be completed by each partner.

Historical Contract Non-Performance

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> Contract(s) not performed for the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-staffs, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNCDF.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		

Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
 - b) Historic financial statements must be audited by a certified public accountant;
 - c) Historic financial statements must correspond to accounting periods already completed and audited.
- No statements for partial periods shall be accepted.

Form E: Format of Technical Proposal

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Organization's commitment to sustainability.

SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.3 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 and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 2A: Bidder's Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of services]</i> ■ Name of institution: [Insert] ■ Date of certification: [Insert]
Employment Record/ Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i> [Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [Insert] Reference 2:[Insert]

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

Form F: Financial Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form G: Financial Proposal Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

Currency of the proposal: USD

Table 1: Summary of Overall Prices

	Amount(s) in USD
Professional Fees (from Table 2)	
All Other Costs (from Table 3)	
Total Amount of Financial Proposal	

Table 2: Breakdown of Professional Fees

Name	Position	Fee Rate	No. of Days/months/ hours	Total Amount
		A	B	C=A+B
In-Country				
Home Based				
Subtotal Professional Fees:				

Table 3: Breakdown of Other Costs

Description	UOM	Quantity	Unit Price	Total Amount
International flights	Trip			
Subsistence allowance	Day			
Miscellaneous travel expenses	Trip			

Local transportation costs	Lump Sum			
Out-of-Pocket Expenses				
Other Costs: (please specify)				
Subtotal Other Costs:				

Table 4: Payments schedule

Deliverable/ Activity description	Professional Fees	Other Costs	Total	Cumulative Total
1. a maximum of 20% of down payment upon signing of the contract. The advanced payment shall be paid against a bank guarantee valid for the contract period in the same amount			20% of the contract sum	20% of the contract sum
2. The rest of the 80% of the contract price shall be paid in full by UNCDF, upon receipt of written notification from the Government of Uganda that the construction contractor has fully completed the construction works, excluding the Defects Liability Period for the construction works. The completion certificate that will be issued to the supervision consultant by UNCDF shall be based on the construction completion certificate issued by the Government of Uganda.			80% of the contract sum	100% of the contract sum

Form H: Form of Proposal Security

**Proposal Security, if required, must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.**

To: UNCDF

[Insert contact information as provided in Data Sheet]

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Proposal to UNCDF dated [Click here to enter a date](#) to execute Services [Insert Title of Services] (hereinafter called "the Proposal"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

- a) Fails to sign the Contract after UNCDF has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNCDF's variation of requirement, as per RFP instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNCDF may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]