



## REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)

REQUEST FOR PROPOSAL LEADING TO THE ESTABLISHMENT OF A LONG-TERM AGREEMENT (LTA) BETWEEN UNDP-SIERRA LEONE AND THE ENGINEERING FIRM FOR A PERIOD OF THREE YEARS.	DATE: February 28, 2022
	REFERENCE: SLE/RFP/2022/001

Dear Sir / Madam:

We kindly request you to submit your Proposal for a Professional Engineering Firm to Develop Technical Drawings, Bill of Quantities, Schedules and Statements of Works, Serve as Technical Experts during evaluation, and supervise the Construction, Rehabilitation of climate smart infrastructures and water supply facilities, construction and rehabilitation to correctional facilities and other multi-purpose structures as may be requested.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before 5:00p.m. Sierra Leone Local Time Friday, March 11, 2022 and via email, courier mail to the address below:

**United Nations Development Programme**  
**Fourah Bay Close, Freetown, Sierra Leone**  
**Yona Samo**

Procure.sle@undp.org

Your Proposal must be expressed in the English Language, and valid for a minimum period of Three years (3years, full period of the LTA).

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

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

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

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

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

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

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

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

<http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html>

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

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

[https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unsc/conduct\\_english.pdf](https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unsc/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

DocuSigned by:  
  
 C23FD4CEB6E5490...  
 Yona Samo  
 Procurement Specialist  
 2/28/2022

## Annex 1

## Description of Requirements

Context of the Requirement	ESTABLISHMENT OF A LONG-TERM AGREEMENT (LTA) BETWEEN UNDP-SIERRA LEONE AND THE ENGINEERING FIRM FOR A PERIOD OF THREE YEARS.			
Implementing Partner of UNDP	Various MDAs under the Government of Sierra Leone.			
Brief Description of the Required Services <sup>1</sup>	Professional Engineering Firm to Develop Technical Drawings, Bill of Quantities, Schedules and Statements of Works, Serve as Technical Experts during evaluation, and supervise the Construction, Rehabilitation of climate smart infrastructures and water supply facilities, construction and rehabilitation to correctional facilities and other multi-purpose structures as may be requested			
List and Description of Expected Outputs to be Delivered				
	<b>Deliverables</b>	<b>Estimated Completion Date</b>	<b>Related payments</b>	<b>Review and Approvals Required</b>
	<p>The consultant shall submit a financial offer detailing the costs of the services as per the template provided in price schedule. The rates shall be valid for the whole LTA duration.</p> <p>Payment shall be made to the consultant firm based upon certified/approved service(s) delivered at a fixed rate that will be agreed upon before the Long - Term Agreement is signed.</p> <p>Designs, BoQs, SOWs, Schedules and other direct achievable will be paid based of a standard agreed rate, while contract management supervision will be paid as per number of days spent at the project sites or fixed supervision timeline and percentage (whichever is in the best interest of UNDP).</p>	As per set deliverables based on the project at hand	As per set deliverables based on the project at hand	Team Lead- depending on the Cluster at the time.

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

Person to Supervise the Work/Performance of the Service Provider	The Consultancy Firm will work under the supervision of the UNDP Cluster Team Leads for both the Inclusive Democratic Governance Cluster, and the Sustainability and Local Economic Development Cluster (SLED), and in close collaboration with the various MDAs/beneficiaries based on approved AWP's and project under implementation.																			
Frequency of Reporting	As per approved deliverables																			
Progress Reporting Requirements	Successful completion of set deliverables																			
Location of work	<input checked="" type="checkbox"/> Exact Address/es: Various locations across Sierra Leone. <input type="checkbox"/> At Contractor's Location																			
Expected duration of work	Based on the type of project to be delivered at the time.																			
Target start date	Soonest																			
Latest completion date	Based on the type of project to be delivered at the time.																			
Travels Expected	<table border="1"> <thead> <tr> <th>Destination/s</th><th>Estimated Duration</th><th>Brief Description of Purpose of the Travel</th><th>Target Date/s</th></tr> </thead> <tbody> <tr> <td>To be determine</td><td>To be determine</td><td>To be determine</td><td>To be determine</td></tr> <tr> <td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td></tr> </tbody> </table>				Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	To be determine	To be determine	To be determine	To be determine								
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To be determine	To be determine	To be determine	To be determine																	
Special Security Requirements	<b><u>N/A</u></b> <input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others [pls. specify]																			
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<b><u>N/A</u></b> <input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others [pls. specify]																			
Implementation Schedule indicating breakdown and	<input checked="" type="checkbox"/> Required (workplan) <input type="checkbox"/> Not Required																			

timing of activities/sub-activities								
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required							
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency: Sierra Leone Leones (with equivalent in USD)							
Value Added Tax on Price Proposal <sup>2</sup>	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes							
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> 120 days <input checked="" type="checkbox"/> Minimum 2years and Maximum 3years (Financial Proposal will cover the full LTA period)  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.							
Partial Quotes	<input checked="" type="checkbox"/> Not permitted (proposal should be submitted for the complete assignment, with technical proposal in a separate sealed envelop and financial proposal in a separate seal envelop, both envelops enclosed in one big envelop and all envelopes clearly marked with the reference number of this procurement. <input type="checkbox"/> Permitted							
Payment Terms <sup>3</sup>	<table border="1"> <tr> <td><b>Deliverables</b></td> <td><b>Estimated Completion Date</b></td> <td><b>Related payments</b></td> <td><b>Review and Approvals Required</b></td> </tr> </table>				<b>Deliverables</b>	<b>Estimated Completion Date</b>	<b>Related payments</b>	<b>Review and Approvals Required</b>
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<sup>2</sup> VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

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

	<p>The consultant shall submit a financial offer detailing the costs of the services as per the template provided in price schedule. The rates shall be valid for the whole LTA duration.</p> <p>Payment shall be made to the consultant firm based upon certified/approved service(s) delivered at a fixed rate that will be agreed upon before the Long - Term Agreement is signed.</p> <p>Designs, BoQs, SOWs, Schedules and other direct achievable will be paid based of a standard agreed rate, while contract management supervision will be paid as per number of days spent at the project sites or fixed supervision timeline and percentage (whichever is in the best interest of UNDP).</p>	As per set deliverables based on the project at hand	As per set deliverables based on the project at hand	Team Lead- depending on the Cluster at the time.
Person(s) to review/inspect/ approve outputs/complete d services and authorize the disbursement of payment	The Consultancy Firm will work under the supervision of the UNDP Cluster Team Leads for both the Inclusive Democratic Governance Cluster, and the Sustainability and Local Economic Development Cluster (SLED), and in close collaboration with the various MDAs/beneficiaries based on approved AWP's and project under implementation.			
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services			

	<input checked="" type="checkbox"/> Long-Term Agreement <sup>4</sup> <input type="checkbox"/> Other Type of Contract
Criteria for Contract Award	<input checked="" type="checkbox"/> Lowest Price Quote among technically responsive offers <input type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p>Offers received will be evaluated using a combined scoring method, where the qualifications and proposed methodology will be weighted 70%, and combined with the price offer, which will be weighted 30%. Only firms obtaining a minimum of 49 points in the Technical Evaluation will be considered for the Financial Evaluation. Criteria to be used for rating the qualifications and methodology:</p> <p><b>Technical evaluation criteria (total 70 points):</b></p> <ul style="list-style-type: none"> <li>• Academic and Professional qualifications and experience with respect to the Required services/TOR: 20 points.</li> <li>• Proof of Current Registration (License) and other technical certificates with the Sierra Leone Institution of Engineers SLIE/PERC: 10 points</li> <li>• Methodology of approach in accomplishing the consultancy including though not limited to (a) stakeholder engagement strategy, (b) timeline, (c) strategies addressing possible risks, (D) detail methodology on the engineering and management of the projects: 40 points.</li> </ul> <p><b>Financial evaluation (total 30 points):</b></p> <p>All technically qualified proposals will be scored out 30 based on the formula provided below. The maximum points (30) will be assigned to the lowest financial proposal. All other proposals receive points according to the following formula: <math>p = y (\mu/z)</math> where: p = points for the financial proposal being evaluated; y = maximum number of points for the financial proposal; <math>\mu</math> = price of the lowest priced proposal; z = price of the proposal being evaluated.</p>
UNDP will award the contract to:	<input type="checkbox"/> One and only one Service Provider <input checked="" type="checkbox"/> One or more Service Providers, depending on the following factors: on the number of projects to be completed and required expertise as per project needs
Contract General Terms and Conditions <sup>5</sup>	<input type="checkbox"/> General Terms and Conditions for contracts (goods and/or services) <input checked="" type="checkbox"/> General Terms and Conditions for de minimis contracts (services only, less than \$50,000)  Applicable Terms and Conditions are available at: <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>

<sup>4</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$200,000.00.

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

Annexes to this RFP <sup>6</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> Detailed TOR <input type="checkbox"/> Others <sup>7</sup> (Copy of the Contract/LTA to be signed).
Contact Person for Inquiries (Written inquiries only) <sup>8</sup>	<p><i>Yona Samo</i>  <i>Procurement Specialist</i>  <i><a href="mailto:Yonah.samo@undp.org">Yonah.samo@undp.org</a></i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	

<sup>6</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>7</sup> A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

<sup>8</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.



**FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>9</sup>*****(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>10</sup>)***

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

**A. Qualifications of the Service Provider**

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

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

**B. Proposed Methodology for the Completion of Services**

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

<sup>9</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>10</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

**C. Qualifications of Key Personnel**

*If required by the RFP, the Service Provider must provide:*

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

**D. Cost Breakdown per Deliverable\***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3	....		
	<b>Total</b>	100%	

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

**E. Cost Breakdown by Cost Component [This is only an Example]:**

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

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

*[Designation]*

*[Date]*



Empowered lives.  
Resilient nations.

## UNITED NATIONS DEVELOPMENT PROGRAMME

### Terms of Reference (TOR)

#### I. Position Information

**Job Code Title:** Professional Engineering Firm to Develop Technical Drawings, Bill of Quantities, Schedules and Statements of Works, Serve as Technical Experts during evaluation, and supervise the Construction, Rehabilitation of climate smart infrastructures and water supply facilities, construction and rehabilitation to correctional facilities and other multi-purpose structures as may be requested.

**Duty Station:** Freetown (with visits to the projects sites – Nationwide)

**Contract Modality:** Three years (3years) Long Term Agreement

**Contract Type:** Contract for Professional Services

**Duration:** 3-years- Overall

#### II. Background

The coastal zone of Sierra Leone is highly vulnerable to the increased frequency and severity of coastal erosion, flooding and storm surges which severely impact social wellbeing (health), livelihood security (and water resources) and major economic sectors such as fishing, tourism, water resources and agriculture. Coastal communities are already experiencing considerable repercussions of these impacts, notably on their livelihoods with reduced fishing productivity, ecosystem degradation and low farming outputs. The limited accessibility of climate-related data limits the ability of decision-makers to make informed planning and policy decisions for the coast (in particular marine and sea parameters databases such as wave height, wave period, wind speed and direction), and to take any clear strategic actions to remedy these negative effects. This inadequate lack of knowledge is contributing towards undermining social and economic development, particularly under a changing climate. UNDP in collaboration with the Environmental Protection Agency (EPASL), the Ministry of Fisheries and Marine Resources (MFMR) and the Institute of Marine Biology and Oceanography (USL-IMBO) and the National Tourist Board (NTB) is implementing a five-year GEF funded project “Adapting to climate change induced coastal risks management in Sierra Leone” aimed at strengthen the ability of coastal communities to systematically manage climate change risks and impacts on physical infrastructure and economic livelihoods. One of the project activities include, providing post-harvest processing facility for fishing communities in each of the project locations at Goderich, Tombo, Konakri Dee, Shenge and Turtle Island. This activity falls under Output 3.2. “Adaptation strategies for alternative livelihoods are designed to strengthen women and sand miner youth association’s resilience to climate change impact on the coastal zone so as to reduce pressure on natural resources”. It is against this backdrop that UNDP seeks the services of a consultant engineer to develop BoQ and provide supervisory support for the re-enforcement of raised platforms that have been constructed and provide with cover sheet in the project locations.

Thus, the consulting form will also provide similar services to the Inclusive Democratic Governance Cluster in support to the Rule of Law Project regarding improvement of various correctional facilities nationwide.

#### III. Functions / Key Results Expected

##### SCOPE OF WORK

The Services of a qualified and experienced professional firm of consulting engineers, architects, planners, surveyors, quantity surveyors and project experts will deliver preliminary and detailed design as well as works supervision services to the UNDP Sierra Leone Country Office including:

- Inception Report and Work Plan
- Site Assessment Report
- Geophysical report, in the case of borehole
- Preliminary, detailed designs, BOQ including Schedule of Materials and statement of works
- Contract administration and management

- Final Report, including Provision of Advisory Services

### **Duties and Responsibilities:**

#### **Context of the required services:**

Under the overall supervision of the UNDP Project Manager, the consultant firm will be requested to provide the following:

- Technical assistance and advisory support services related to the review of existing project documentation pertaining to civil works,
- Produce technical design, (Engineering and Architectural with all details), evaluate associated risks, assess the compliancy with construction codes and local laws related to the civil works and construction, bill of quantities (BoQ) and Cost estimates, materials schedule and statement of works.
- Provide technical expertise during the evaluation of bids, contract drafting, contract monitoring, contract administration and management, certification of payments based on measured works for all deliverables achieved during contract execution and at end of defect liability period as well as certification of completed works.
- The expert is expected to prepare written project reports, project evaluation report, lessons learned and recommendations, and project closure (operationally and administratively).

### **IV. Deliverables**

#### **KEY DELIVERABLES:**

The Firm will be required to provide the following deliverables as part of the consulting assignment. Key deliverables of both the project design and the work supervision are noted below.

#### **Project Design Deliverables:**

- **Phase I:** Pre-construction activities
- **Phase II:** Supervision and Management of construction works, and related works as may be required based on intervention request
- **Phase III:** Defects Liability Period Services

### **DESIGN AND COSTING OF PROJECTS**

#### **Phase I: Pre-Construction Activities**

##### **Preliminary activities:**

- Initial meetings between UNDP and beneficiary shall be carried out to review and discuss the preliminary approved technical sheet (project documents)
- The Consultants shall carry out a detailed topographic survey of the project site, site investigations and report on the findings in the inception report.

##### **Preliminary design:**

- Based on the Technical Sheets (project documents) and outcome of the initial meetings, the Consultants shall develop the preliminary design, including a Bill of Quantities (BOQ) and a cost estimate.

- Consultants will undertake a broad review of each project and refine each project concept and scope accordingly
- Project Review meetings with UNDP and beneficiaries shall be carried out before approval of the preliminary design.

#### **Detailed design and bidding documents**

- After approval of the preliminary design, the Consultants shall develop and present to UNDP Cluster Leads and beneficiaries the full list of deliverables (reports, drawings, specifications, and statement of works, BoQ, Structural drawings, MEP drawings, details and schedules, etc.) that will compose the drawings, detailed cost estimate and a timetable for the construction
- A design review meeting with the UNDP Cluster Leads and beneficiaries shall be carried out at this stage before approval of the detailed design
- This activity will finalize the complete definition of the works and of the related budget and shall be carried out in close collaboration with the UNDP and the beneficiaries
- In line with the approved designs and related bill of quantities, and collaboration with the Consultants, UNDP shall prepare the tender documents for the works in compliance with the UNDP procurements guidelines as well as the most recent version of the UNDP's Invitation to bid for the procurement of works

#### **Bidding:**

The Consultants shall provide technical advice during the Prebid meeting/site visit process, response to clarifications (if any), bid evaluation and recommendation for award of construction contract.

#### **General requirements for design:**

The Consultants shall:

- Develop the design in line with the design concepts set forth in the technical sheets
- Ensure that the design do not exceed the approved budget as per technical sheet
- Ensure all documentation is compliant with Sierra Leone applicable laws and regulations
- Prepare application for development consents and permits with relevant MDAs as needed
- Liaise with the Cluster and project team to ensure application of the environmental and social management plan
- Apply all the environmental sustainability recommendations included in the technical sheets and in the annexes

#### **Phase II: Construction Supervision and Management**

##### **Contract Administration:**

The Consultant shall perform the role of the Engineer in the administration of all works contracts.

The Consultant shall at all times ensure that the specific Conditions of Contract, Technical Specifications and Standards of the Contractor (and his sub-contractors, if any), are strictly adhered to and that all contractual obligations are fulfilled.

The Consultant shall review the Contractor's programme of works and/or revisions thereof as shall be required and recommended for approval. The Consultant shall ensure that such programmes are provided by the Contractor in accordance with the Works Contract.

In order to achieve efficient and timely administration of the contract, the Consultant shall have sufficient powers and authority to deal with day-to-day matters and minor changes to the works as may become necessary. All site orders and instructions will be properly documented with written justifications and reporting.

Careful attention shall be paid to the Contractor's operation with regards to method statements, equipment, the environment, safety of works, staff and road users, traffic diversions and the population affected by the works (when applicable).

In the eventuality that a variation to the contract is found absolutely necessary and to the benefit of the Project, the Consultant shall inform UNDP of all comprehensive aspects and implications (such as financial and time) that such variations may have on the project. In such cases, the Implementing Agency's approval shall always be sought prior to issuing any variation order (through an amendment to the contract) is issued to the Contractor.

The Consultant shall maintain up-to-date records of all contractual and administration matters, measurements, payments, and variations as relevant in the project implementation process. This shall include provision and operation of a computerized system with appropriate software, enabling monitoring of the construction by critical path analysis. The Consultant shall also be responsible for the production of as-built drawings, progress photographs, and maintenance of the official site diary to record all activities, equipment availability, stoppages, weather related delays, claim incidents, accidents and complaints.

The Consultant shall conduct periodic on-site meetings with the Implementing Agency, all implementing partners and the Contractor in attendance. The objectives of these meetings shall include discussion and review of the works progress, discussion of project related problems, and administrative, financial and technical matters. The Consultant in collaboration with the implementing agency shall also propose optimum technical solutions to any matters arising in the course of works execution. Written notification of meetings as well as reports shall be sent to all parties in sufficient time.

Any contractual claims raised by the contractor together with requests for extension of time, extra or varied work and the like, shall be scrutinized by the Consultant. The Consultant shall then formulate and submit formal recommendations to the Implementing Agency. At all times the Consultant shall endeavors to resolve disputes in an amicable manner within the terms of the contract by liaison with both the Implementing Agency and the Contractor.

The Consultant shall perform all such tasks that are necessary and essential to successfully manage, supervise and control all construction activities in accordance with the Works Contract.

### **Quality Control, Soils and Materials Testing**

The Consultant shall ensure as far as practicable that the originally estimated quantities are not exceeded and that the Contractor's applications for payment for the works executed are a reasonable representation of the works executed.

Levels and other geometric parameters affecting the works shall be carefully monitored to ensure that the project is constructed to the full satisfaction of the Implementing Agency.

Periodic records and measurements shall be taken throughout the duration of the project so as to facilitate the preparation of the Contractor's Final Account as early as possible after the completion of the works.

Where relevant, the Contractor shall be encouraged to explore and utilize methods and materials that would be of benefit to the quality and economy of the project, including for example the opening of more economically located and suitable quarries. Where applicable, amendments to the design and specifications may be proposed to UNDP for consideration and approval, if such variations are believed to be beneficial both in quality and in time to the project, keeping in mind the overall cost factor.

The Consultant shall as far as practicable and cost-effective and without compromising the strength, soundness, or durability of the works, ensure that the design and implementation of the contract shall encourage and/or allow for the use of locally available materials, construction products and labor. The Consultant shall conduct surveys of the materials and construction products available locally and shall establish their availability and suitability for use in the works together with their related costs, for active considerations of their use in the works.

Testing as required by the Technical Specifications, of soils, aggregates, concrete, reinforcement and other products needed for the works shall be carried out at timely and frequent intervals so as to ensure that the highest possible standard is achieved.

Where levels, dimensions, materials and workmanship do not conform to the specifications or are otherwise found lacking, the Consultant shall order the Contractor to make good the relevant portion of the works.

The specific responsibilities of the Consultant shall include but not limited to:

- inspect and evaluate the Contractor's installations, housing, warehouse and other accommodation to ensure compliance with the terms and conditions of the contract.

- furnish the contractor with all necessary engineering information and data for carrying out the works.
- examine and approve all equipment that the Contractor intends to put in place to ensure that interruption to movement by all persons are kept to a minimum.
- furnish timely assistance and direction to the contractor in all matters related to ground survey control testing for the new construction works.
- review and approve the contractors working drawings and drawings for temporary works.
- monitor and oversee the relocation of all utilities.

### **Cost Control**

The Consultant shall ensure as far as practicable that the original estimated quantities are not exceeded and that the Contractor's applications for payment for work executed are a reasonable representation of the works executed. In addition, the Consultant shall ensure that the Contractor's execution of the works is in accordance with the contract documents.

Continuous accurate records and measurements shall be taken throughout the duration of the project to facilitate reaching agreement on the Contractor's Final Account as early as possible after the completion of works.

### **Safety Management**

The Consultant shall review the Contractor's safety management plan and monitor the implementation in order to ensure safety to all pedestrians and workers during works execution

The Consultant shall also oversee and report on the Contractor's full-time precautions to maintain the health and safety of the personnel in collaboration with local health authorities, and ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times on call and that suitable arrangements are made for all necessary welfare and hygiene requirements.

The Consultant shall oversee and report on the Contractor's appointment and maintenance of a qualified accident prevention officer on the site, responsible for maintaining safety and protection against accidents.

### **Measurement and Payment**

The Consultant shall make field measurement of quantities of materials incorporated into the works and maintain up to date books, ledgers, etc containing such computations or other information concerning the use of construction materials, properly classified.

Periodic payment certificates shall be prepared in a form to be agreed upon with the Implementing Agency showing the quantities as per contract, cumulated quantities completed per date and corresponding quantities related to the payment period.

No separate measurement and payment shall be made for works performed under the Environmental and Social Management Plan unless specified otherwise in the contract documents and the related "Environmental and Social Management Report" for the project. All cost in connection therewith shall be considered a subsidiary obligation of the Contractor in fulfilling the works and shall be included in the overall cost of the works. Also, payment for development operation and re-instatement of quarries and borrow areas is deemed to be included in the BOQ.

### **Variation Orders Management**

- All Variation Orders should be discussed with UNDP to decide the engagement of each party and to certify the process.
- Recommend necessary or desirable variations to UNDP, review requests to changes, submit recommendations, and assist in negotiating variation orders
- Make recommendations to UNDP regarding costs for works not specified in the contract documents.
- Once the process route for each variation Order is decided by UNDP the Consulting Firm will be responsible for gathering all necessary information from Contractor, designer, or their internal team.
- The Consulting Firm will keep Records of all Variation Orders and monitor the total contract costs.



- The Consulting Firm shall verify and recommend on Variation orders and respective Bills of Quantities and provide them to UNDP for further certification and processing.

**Implementation of Environmental and Social Management Plan (ESMP) *The Consultant must be familiar with the National Environmental Protection Agency (EPA) Regulations and Requirements for conducting environmental activities in Sierra Leone.***

The Environmental and Social Management Plan will cover the following.

Monitoring of the ESMP; and

**Monitoring of Environmental and Social Management Plan (ESMP)**

The Consultant shall develop an environmental and social monitoring work plan and form based on the recommended monitoring form in the Environmental Protection Agency of Sierra Leone (EPA). The Environmental Monitoring Form (EMF) shall be completed and submitted bi-weekly, which shall be appended into the periodic progress report with an appropriate section in the monthly and quarterly reports covering environmental and social issues.

The Consultant shall perform regular site inspection within the construction zones so as to closely and efficiently monitor the effectiveness of environmental and social management and protection measures of works executed by the Contractor in areas such as quarries and borrow pits, drainage and erosion mitigation, water bodies pollution, noise, dust pollution, landscaping and re-vegetation, restoration of work areas, recycling of pavement, and compensation issues. The Resettlement Action Plans (RAPs) shall be handled entirely by and with the Government of Sierra Leone. Neither UNDP, nor the Consultant, nor the contractors shall by any means have anything to do with RAP issues.

**Phase III: Defects Liability Period Services**

During the Defect Liability Period, the Consultant shall inspect the works at quarterly intervals to ensure that defects identified on the checklist as well as any other occurring during this period are corrected and upon the expiration of the Defect Liability Period issue a Final Completion Certificate.

Prepare and submit a detailed inventory including detailed drawings and “as-built” drawings together with the Final Completion Report (FCR) for all components of the project. The FCR shall include all the relevant technical and financial details of the project and a section containing specific recommendations for routine maintenance for locations requiring special care and attention as well as type and schedule of projected periodic maintenance over the life of the project.

The Consultant shall also review and approve the Contractor's As-built drawings in digital format acceptable to the Implementing Agency.

**V. Payment Modalities**

The consultant shall submit a financial offer detailing the costs of the services as per the template provided in price schedule. The rates shall be valid for the whole LTA duration.

Payment shall be made to the consultant firm based upon certified/approved service(s) delivered at a fixed rate that will be agreed upon before the Long - Term Agreement is signed.

Designs, BoQs, SOWs, Schedules and other direct achievable will be paid based of a standard agreed rate, while contract management supervision will be paid as per number of days spent at the project sites or fixed supervision timeline and percentage (whichever is in the best interest of UNDP).

**VI. Qualifications**



This assignment requires the services of a local firm that can demonstrate adequate academic and technical capacity to undertake the assessment, provide designs and BoQ, Schedules and SOW, Progress Report, supervision and rehabilitation or construction buildings, boreholes and solar pump systems with related water distribution networks.

### **Project Manager/Team Leader**

#### **Education:**

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

#### **Experience:**

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

### **Construction Supervisor/Structural Engineer:**

#### **Education:**

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

#### **Experience:**

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

### **Clerk of Works**

#### **Education:**

- University degree) in Civil Engineering

#### **Experience:**

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

### **Quantity Surveyor / Measurement Engineer**

#### **Education:**

- A degree in Civil Engineering/Quantity Surveying

#### **Experience:**

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

### **Mechanical Engineer - Plumbing/Sanitary and Heating, ventilation, and air conditioning (HVAC)**

#### **Education:**

- A degree in Mechanical and Maintenance Engineering/plumbing, or a related professional Certification

#### **Experience:**

- Minimum 5 years professional experiences in supervision of the construction of civil engineering facilities
- Demonstrated understanding of community engagement.
- Previous experience working in similar situation would be an asset

- Proof of Registration (License) with the Sierra Leone Institution of Engineers SLIE/PERC

#### **Electrical Engineer-light & power, low voltage**

##### **Education:**

- A degree in Electrical Engineering

##### **Experience:**

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

#### **VII. How to Apply**

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

- Brief letter of cover letter/application.
- Business registration documents, including tax clearance and registration with other relevant professional institution(s)
- Personal CV and Certificates of Consultant Team indicating relevant academic and professional experience of each member
- Detail description of the proposed methodology on how to complete the assignment.
- Proof of Registration (License) with the Sierra Leone Institution of Engineers SLIE/PERC
- Company's profile and proof of relevant similar experience including details of previous clients, project details, tools, and equipment (including software etc.)

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

Note:

- The information in the breakdown of the offered lump sum amount provided by the offer or will be used as the basis for determining best value for money, and as reference for any amendments of the contract.
- The agreed contract amount will remain fixed regardless of any factors causing an increase in the cost of any of the components in the breakdown that are not directly attributable to UNDP.

**Complete application documents must be submitted to: [procure.sle@undp.org](mailto:procure.sle@undp.org)**

**Hardcopies must be submitted in the blue drum-in box at the reception of UNDP office at Fourah Bay Close, Wilberforce, Freetown, Sierra Leone. Please endeavour to complete the bid submission register at the point of submitting your bid.**

**Please note that applications will only be considered if they include ALL of the items listed above. Also note that the UNDP job portal website only allows for one document to be uploaded, so please combine all of the abovementioned items into one single Word or PDF document before uploading.**

#### **VI. Competencies**

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**Corporate Competencies**

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

**Job Knowledge/Technical Expertise**

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

**Functional Competencies:****Building Strategic Partnerships**

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

**Results Orientation**

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

**Teamwork and Communication skills**

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

**Organizational Learning and Knowledge Sharing**

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

**IX. Evaluation criteria**

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

**Technical evaluation criteria (total 70 points):**

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

**Financial evaluation (total 30 points):**

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

# Model Contract for Goods and/or Services

## Between the United Nations Development Programme and a Company or Organization

**United Nations Development Programme**



Empowered lives.  
Resilient nations.

### Contract for Goods and/or Services

#### Between the United Nations Development Programme and [insert name of the Contractor]

1. <b>Country Where Goods Will be Delivered and/or Services Will be Provided:</b>	
2. <b>UNDP</b> <input type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Invitation to Bid <input type="checkbox"/> direct contracting Number and Date:	
3. <b>Contract Reference (e.g. Contract Award Number):</b>	
4. <b>Long Term Agreement:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <span style="color: red;">[indicate as appropriate]</span>	
5. <b>Subject Matter of the Contract:</b> <input type="checkbox"/> goods <input type="checkbox"/> services <input type="checkbox"/> goods <i>and</i> services	
6. <b>Type of Services:</b>	
7. <b>Contract Starting Date:</b>	8. <b>Contract Ending Date:</b>
9. <b>Total Contract Amount:</b> <span style="color: red;">[insert currency and amount in figures and words]</span>	
9a. <b>Advance Payment:</b> <span style="color: red;">[insert currency and amount in figures and words or indicate “not applicable”]</span>	
10. <b>Total Value of Goods and/or Services:</b> <input type="checkbox"/> <b>below US\$50,000 (Services only)</b> – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply <input type="checkbox"/> <b>below US\$50,000 (Goods or Goods and Services)</b> – UNDP General Terms and Conditions for Contracts apply <input type="checkbox"/> <b>equal to or above US\$50,000 (Goods and/or Services)</b> – UNDP General Terms and Conditions for Contracts apply	
11. <b>Payment Method:</b> <input type="checkbox"/> fixed price <input type="checkbox"/> cost reimbursement	
12. <b>Contractor's Name:</b> Address:  Country of incorporation:	

Website:
<b>13. Contractor's Contact Person's Name:</b> Title: Address:  Telephone number: Fax: Email:
<b>14. UNDP Contact Person's Name:</b> Title: Address:  Telephone number: Fax: Email:
<b>15. Contractor's Bank Account to which payments will be transferred:</b> Beneficiary: Account name: Account number: Bank name: Bank address: Bank SWIFT Code: Bank Code: Routing instructions for payments:

This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

1. This face sheet ("Face Sheet").
2. UNDP Special Conditions [delete if not applicable].
3. [UNDP General Terms and Conditions for Contracts] [UNDP General Terms and Conditions for Institutional (de minimis) Contracts] [delete if not applicable and remove square brackets].
4. Terms of Reference (TORs) and Schedule of Payments, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount [delete if not applicable].
5. Technical Specifications for Goods [delete if not applicable].
6. The Contractor's Technical Proposal and Financial Proposal, dated [insert date], as clarified by the agreed minutes of the negotiations meeting, dated [insert date]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.
7. Discount Prices [to be used in cases where the Contractor is engaged on the basis of an LTA; delete if not applicable].

All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the “Contract”), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

For the Contractor		For UNDP	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	