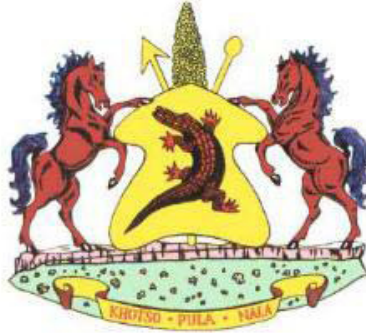




Government of the Kingdom of Lesotho

Ministry of Public Works and Transport

Request for Proposals Document

Small Works Consultancy Services

Subject of Procurement	
RFP Reference Number	
Basis of Selection	Financial Proposal Only
Date of Issue of RFP Document	

Important Note for draftees using this RFP document:

The Request for Proposals for Small Works Consultancy Services is designed to be used on small low value projects, on simple low technical projects, on standard building type projects such as staff housing, classrooms, etc that have little design inputs apart from site plans.

Before editing any part of this document, ensure that you do not delete any **Section Breaks**. (This can be done by turning on the “Show All” command from the Tools menu, Customize and look under the View list to find the “Show All” button). Transfer this button to the toolbar at the top of the screen and click on it so that all editing and formatting marks are displayed). This is a master document, to preserve the document it needs to be “Saved As” a different referenced document. (The footer is automatically created from the new saved filename). Also note the following conventions within this standard document:

[Instruction shown in red italics in [] brackets are instruction/guidance for the draftee of the document and should be deleted afterwards before the document is issued to Consultants]

This box and contents should be deleted from the finished document prior to issue.

Important Note for Consultants and drafters of Proposals:

{Instructions shown in black text between {} brackets are for the guidance of Consultants in completing the documents(s) and should be retained in the document unaltered.}

This box and contents should not be deleted from the finished document prior to issue.

PART 1: PROPOSAL PROCEDURES

1.1 Procurement Reference Number: _____

1.2 Preparation of Proposals: You are requested to quote for these services by submitting a financial proposal, as detailed below. The standard forms in this Request for Proposals (RFP) may be retyped for completion but the Bidder is responsible for their accurate reproduction.

You are advised to carefully read the complete RFP document, including the Form of Contract in Part 3: Contract, before preparing your proposal.

1.3 Preparation of Financial Proposals: Financial proposals should contain the following documents and information:

1. the Financial Proposal Submission Sheet in this Part;
2. the Breakdown of Contract Price form in this Part for your proposal, showing all costs for the assignment, broken down into fees and reimbursable costs;

1.4 Basis of Pricing and Payment: The contract will be a lump sum price contract. Payments will be made on the basis that the contract price shall be a fixed total lump sum, based on a percentage of the construction costs, including all costs required to carry out the Services. This percentage will be reduced should the final construction costs exceed the contract sum by more than 20% and moves the fee into the next 'value for fee purposes' band. The percentage to be then applied, will be that calculated on the fee percentage in the new band, that bears the same proportion as the tendered percentage bears to the relevant SA applicable professional fee scale percentage (excluding the primary fee) at time of tender. The Breakdown of Contract Price shall be used only to determine the price for any additional services agreed.

1.5 Validity of Proposals: The proposal validity required is _____ days.

1.6 Sealing and marking of Proposals: The financial proposals should be sealed in an envelope, clearly marked with the Procurement Reference Number above and the name of the Procurement Unit. The Bidder's name should not be marked on the envelope.

1.7 Submission of Proposals: Proposals should be submitted to the address below, no later than the date and time of the deadline below. Late proposals will be rejected.

Date of deadline: _____ *[day, month and year].*

Time of deadline: _____ *[local time].*

Address: The Procurement Unit
Ministry of Public Works and Transport
First Floor, Roads Headquarters,
Lepoqo Road, Maseru

1.8 Opening of Proposals: The financial proposals will be opened in public at the time, date and address shown below by the Procurement Unit.

Date of opening: _____ *[day, month and year].*

Time of opening: _____ *[local time].*

Address: The Procurement Unit

Ministry of Public Works and Transport
First Floor, Roads Headquarters,
Lepoqo Road, Maseru

1.9 Evaluation of Proposals: The evaluation of proposals will be as detailed below:

- A. Preliminary examination to confirm that all documents required have been provided, to confirm the eligibility of bidders and to confirm that the Consultant has accepted all terms and conditions without material deviation or reservation;
- B. Financial evaluation, to determine the lowest priced proposal.

1.10 Eligibility Criteria: The Consultant and all parties constituting the Consultant shall meet the following criteria to be eligible to participate in public procurement:

- A. The Consultant has the legal capacity to enter into a contract;
- B. The Consultant is not
 - i) insolvent,
 - ii) in receivership,
 - iii) bankrupt or
 - iv) being wound up,
- C. The Consultant's business activities have not been suspended from public procurement and not be the subject of legal proceedings for any of the foregoing;
- D. the Consultant is not the subject of legal proceedings for any of the circumstances in (b); and
- E. The Consultant shall have fulfilled its obligations to pay taxes according to the tax laws and social security contributions of your country of registration;
- F. The Consultant is not suspended, or excluded from participation in any public procurement exercise by the Office of the Director of PPAD, Ministry of Finance in Lesotho;
- G. Neither the Consultant nor any of its Directors have not been convicted, been convicted, of any criminal offence relating to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of these procurement proceedings;
- H. The applicant does not have a conflict of interest in relation to the pre-qualification or the procurement requirement

In order to demonstrate compliance with these criteria, you should submit appropriate documentary evidence or self certified statements as appropriate.

Government-owned enterprises in the Kingdom of Lesotho may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency to the Government.

1.11 Conflict of Interest: The Government of the Kingdom of Lesotho (hereinafter called "the Government") requires that Consultants provide professional, objective, and impartial advice and at all times hold the Government's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Without limitation on the generality of the foregoing, Consultants, and any of

their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- A. A firm that has been engaged by the Government to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- B. A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Government Procurement Unit. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting Government in the privatisation of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.
- C. A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Government's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment (iii) a member of the Procurement Unit's Evaluation Team or (iv) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government throughout the procurement process and the execution of the Contract.

Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Government, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

No agency or current employees of the Government shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees to work for their former ministries, departments or agencies is acceptable.

If a shortlisted Bidder could derive a competitive advantage from having provided consulting services related to the assignment in question, the Government shall make available to all shortlisted Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

1.12 Corrupt Practices: The Government requires that Procurement Units, as well as Bidders and Consultants under government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - iii. "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Government, designed to establish prices at artificial, non competitive levels; and
 - iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and
- (c) will debar a Bidder from participation in public procurement for a specified period of time if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

1.13 Currency: Proposals should be priced in Lesotho Maloti.

1.14 Recommendation for Award: The proposal with the lowest evaluated price shall be recommended for award of contract, subject to any negotiations required.

1.15 Award of contract: Award of contract shall be by placement of a Contract in accordance with Part 3: Contract, or any other formal notice to the bidder

1.16 Right to Reject: The Procurement Unit reserves the right to accept or reject any proposal or to cancel the bidding process and reject all proposals at any time prior to contract award.

1.17 Detailed Procedures: Consultants are referred to the Instructions to Consultants in Part 1 of the Proposal Procedures of the 'RFP Complex Works Consultancy Services' document, a copy of which can be obtained from the Director, Building Design Services, Ministry of Public Works and Transport. The clauses in that document explain in more detail the procedures to be followed in the procurement, evaluation and award of the consultants bids in this document.

Financial Proposal Submission Sheet

{Note to Bidders: Complete this form with all the requested details and submit it as the first page of your financial proposal, with the documents requested above attached. Ensure that your proposal is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorised, it may be rejected. The total price of the proposal should be expressed in the currency permitted in the instructions above}.

Procurement Reference Number:	
Subject of Procurement:	
Name of Bidder:	
Bidder's Reference Number:	
Date of Financial Proposal:	

We offer to provide the services described in the Schedule of Requirements, in accordance with the terms and conditions stated in your Request for Proposals referenced above.

We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: Proposal Procedures of your Request for Proposals.

The validity period of our proposal is: _____ days/weeks/months from the time and date of the submission deadline.

The total price of our proposal is: _____.

We confirm that the rates quoted in our Financial Proposal are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

Financial Proposal Authorised By:

Signature:		Name:	
Position:		Date:	
Authorised for and on behalf of:	(DD/MM/YY)		
Company:			
Address:			

Breakdown of Contract Price

[Complete this form with details of all your costs and submit it as part of your financial proposal. Authorise the rates quoted in the signature block below. Where this is a lump sum contract, the total price will be the contract price and the breakdown will be used only to determine the price of any additional services.]

Procurement Reference Number: _____

Currency of Fees: Maloti

FEES			
Services (e.g. architect, engineer or QS)	%	Estimated Construction Cost (Refer Part 2)	Total Price
TOTAL:			

Currency of Reimbursable Costs: Maloti

REIMBURSABLE COSTS				
Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
TOTAL:				

TOTAL PRICE: _____

Breakdown of Contract Price Authorised By:

Signature:		Name:	
Position:		Date:	
Authorised for and on behalf of:	(DD/MM/YY)		
Company:			

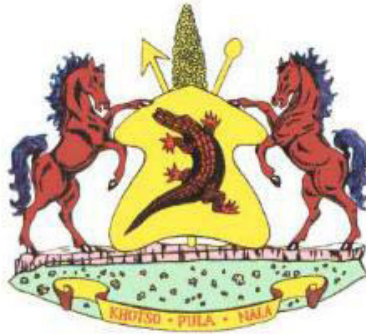
PART 2: SCHEDULE OF REQUIREMENTS

Terms of Reference

Procurement Reference Number: _____

[Insert Terms of Reference. The contents of Terms of Reference are determined by the individual assignment, but typically should include the following details:

- the background to the assignment, including details of any larger project which the assignment will be part of;*
- the objectives of the assignment and what it is expected to achieve;*
- a description of the scope of the services required;*
- the estimated cost of construction works (excluding professional fees and loose furniture) and a note to the effect that 'the consultants are advised to make their own estimates for the purpose of preparing their fees and this estimate should be included in the consultant's proposal. If the consultant's estimate differs from the client's figure by more than 10% then this should be reported before ten days of the end of the tender period. The client will evaluate bids on the client's construction budget against which the fee percentages will be calculated. The reimbursable costs will be paid as actual amounts disbursed.'*
- the specific deliverables required, such as study reports and recommendations, software, databases, bidding documents, drawings, specifications, maps, software, training materials etc and the dates by when they are required;*
- requirements for transfer of knowledge or training programmes;*
- the location or locations for performance of the services;*
- the role, qualifications and experience of key staff;*
- the duration of the contract or expected completion date;*
- any facilities, services or resources to be provided by the Client, including any counterpart staff;*
- arrangements for reporting to the Client, including lines of communication and the contact point for management and administration of the assignment;*
- a schedule of any reports required, including inception, progress and final reports;*
- any other details or requirements relevant to the assignment;*
- past performance and good standing with Building Design Services]*



Government of the Kingdom of Lesotho

PART 3: CONTRACT FOR CONSULTING SERVICES Lump Sum Payments

[Title of the Assignment]

between

Ministry of Public Works and Transport

And

[Name of the Consultant]

Procurement Reference: _____

Dated: _____

CONTRACT FOR CONSULTING SERVICES

Lump-Sum Payments

CONTRACT

This Contract is made the.....day of the month of20....between the Ministry of _____ of the Government of the Kingdom of Lesotho (hereinafter called “the Client”) and *[insert name of Consultant]* having its principal place of business at *[insert full registered address]* (hereinafter called “the Consultant”).

WHEREAS, the Client wishes the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
 - (ii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex B, “Consultant’s Reporting Obligations.”

2. **Term**

The Consultant shall perform the Services during the period commencing _____ and continuing until _____, or any other period as may be subsequently agreed by the parties in writing.

3. **Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed _____. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

The percentage fee will be reduced in the calculation of the final fee should the final construction costs exceed the contract sum by more than 20% and moves the fee into the next ‘value for fee purposes’ band. The percentage to be applied, will be that calculated on the fee percentage in the new band, that bears the same proportion as the tendered percentage bears to the relevant SA applicable professional fee scale percentage (excluding the primary fee) at time of tender.

- B. Schedule of Payments

The schedule of payments is specified below:

_____ upon completion of *the inception and preliminary design stage*, acceptable to the Client; and

_____ upon completion of *the detailed design stage*, acceptable to the Client; and

_____ upon completion of *the documentation and procurement stage*, acceptable to the Client; and

_____ upon 25%, 50%, 75% and *practical completion of the works* and

_____ upon *issue of the final completion certificate*

_____ upon *completion of the signed final account and submission of the 'as built' drawings (this stage should be 10%)*

_____ Total

C. Payment Conditions

Payment shall be made no later than 30 days following submission by the Consultant of an invoice to the Client's Representative designated in paragraph 4.

If the Client has delayed payments beyond the above 30 days interest shall be paid to the Consultant at the prime bank rate which is applicable from time to time to registered banks when borrowing money from the Central Bank of Lesotho plus 2% compounded monthly.

4. Project Administration

A. Client's Representative.

The Client designates the Director of Building Design Services as the Client's Representative; the Client's Representative will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex B, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

- 6. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents in soft and hard copies.
- 8. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of the Kingdom of Lesotho, and the language of the Contract shall be English.
- 12. Resolution of Disputes** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to mediation/arbitration in accordance with the laws of the Kingdom of Lesotho.

For and on behalf of the Client	 <i>[name of Client]</i>
Signatory	 <i>[Authorized Representative]</i>
Signatory Name:	
In capacity as (position)	
Witnessed by:	 <i>[Witness signatory]</i>
Witness name:	

Request for Proposals for *[brief description of assignment]*

For and on behalf of the Consultant	[name of Consultant]
Signatory	[Authorized Representative]
Name:	
In capacity as (position)	
Witnessed by:	[Witness signatory]
Witness name:	

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Reporting Obligations

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Reporting Obligations