



RFP No.1088.19 to source 250 voice recorders

(for delivery and use in Sierra Leone classrooms)

12 November 2019

24 Regent Road
Opposite Orange Office
Hill Station
Freetown
Sierra Leone

T +232 (0) 79 460755

mottmac.com

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1 Overview of the Requirement and Procurement Process

The purpose of this Request for Proposal (RFP) is to source 250 voice recorders for use in classrooms in Sierra Leone. Delivery and handover of such recorders will take place in Freetown, Sierra Leone.

1.1 The Company

Mott MacDonald is a £1.4bn turnover, employee-owned management, engineering and development consultancy serving the public and private sectors around the world. We employ around 17,000 staff and work across more than 200 offices globally, undertaking projects in 140 countries. Our expertise and resources help deliver projects covering:

• Buildings	• Environment
• Education	• Communications
• Health	• Industry
• Oil and Gas	• Power
• Transport	• Water
• Mining	• Urban Development
• International Development	

Additional general information about Mott MacDonald can be found at www.mottmac.com.

1.2 Background & Current Situation

Mott MacDonald Limited has been appointed by the UK Department for International Development (DFID) to deliver the Sierra Leone Secondary Education Improvement Programme (SSEIP - also known as Leh Wi Lan). This programme supports the Ministry of Basic and Senior Secondary Education to improve learning outcomes for boys and girls at secondary level and to increase the enrolment, retention and well-being of girls and children with disabilities.

To support our programme, MM is buying 250 voice recorders for use in classrooms in Sierra Leone.

1.3 Overview of goods required

250 voice recorders for use in classrooms in Sierra Leone. See Section 3 for detailed specifications.

1.4 Timescales

Set out below is the proposed procurement timetable. This is intended as a guide and whilst the Company does not intend to depart from the timetable it reserves the right to do so at any stage.

Table 1: Proposed timetable

Date	Action
12 November 2019	RFP to be published.
13 November 2019	Clarification period for RFP opens.
28 November 2019	Clarification period closes.
29 November 2019 1500 (Sierra Leone time)	Closing date and time for receipt by the Company of Suppliers' RFP Responses (bids).
29 November 2019 1515 (Sierra Leone time)	Opening of bids, in the presence of bidders and/or their representatives who choose to attend.
29 November to 3 December 2019	Evaluation of bids and selection of supplier.
3 December 2019	Notification of outcome to selected supplier.
January 2020	Delivery of voice recorders

1.5 Company's Contact Details

Unless stated otherwise in this RFP or in writing from the Company, all correspondence and communications from Suppliers during the period of this procurement exercise must be directed to the Company's designated contact:

Name: **Grace Mooring**

Contact telephone number: **+44 (0) 1223 463 521**

Email: grace.mooring@mottmac.com

All email communications should bear the subject line "**RFP 1088.19 – Voice recorders - Sierra Leone**". Please ensure that the name, contact details and position of the person making the enquiry are clearly identified in any written communication.

1.6 Response Required

Prospective Suppliers are asked to submit responses in the manner set out in Sections 3 and 4 of this RFP document. In addition to returning a compliant RFP Response, the Company would also consider any alternative proposals Suppliers might wish to suggest which could in their opinion fulfil our requirements.

1.7 Glossary

- Unless the context otherwise requires, the following words and expressions used within this RFP document shall have the following meanings:

Table 2: Definitions of terms used in this document

Term	Meaning
“Agreement” or “Contract”	The agreement to be entered into by the Company and the Supplier following any award under the procurement exercise to supply the goods and/or services.
“Charges” or “Prices”	The costs, prices and related expenses proposed by the Supplier in relation to the supply of the goods and/or services.
“Company” or “Mott MacDonald”	Mott MacDonald Group Limited and its subsidiary companies.
“Deadline”	The closing date for RFP Responses, as shown in Section 1.4 – Timescales.
“Due Diligence Information”	The background and supporting documents and information provided by the Company for the purpose of better informing Suppliers’ responses to this RFP.
“Instructions to Suppliers”	The terms and conditions set out in this RFP relating to the submission of a Response.
“Request for Proposal” or “RFP”	This Request for Proposal document and all related documents published by the Company and made available to Suppliers (including any Due Diligence Information).
“RFP Response” or “Response” or “Tender” or “Bid”.	A Supplier’s formal offer in response to this Request for Proposal.
“Supplier” or “Suppliers” or “Tenderer” or “Tenderers”	The party/parties responding to or contemplating a response to this RFP.

2 Instructions to Tenderers

2.1 Introduction

- This RFP is in four sections:
 - Section 1 states the outline of the requirement.
 - Section 2 contains the Instructions to Tenderers and the conditions of this RFP.
 - Section 3 contains the detailed specifications/scope of the requirement.
 - Section 4 specifies the format or manner in which Tenderers are requested to respond.
- Potential Suppliers are free to express and propose in their response the solution(s) that they believe meet best the Company's requirement.
- Suppliers shall under no circumstances be entitled to recover from the Company any costs, charges, expenses, or claims associated with the preparation and submission of a response to this RFP, including in the event of this RFP or subsequent Tender being withdrawn.
- Whilst it is the Company's intention to purchase the goods/services described herein from the Supplier(s) appointed, this does not confer any exclusivity on any appointed Supplier. The Company reserves the right to purchase any goods/services (including those similar to the goods/services covered by this procurement exercise) from any supplier.

2.2 General

- These instructions are designed to ensure that all Suppliers are given fair and equal access and consideration. It is important therefore that Tenderers provide all the information asked for in the format and manner specified.
- Suppliers should read these instructions carefully before submitting a Tender. Failure to comply with these requirements for completion and submission of the RFP Response may result in the rejection of the Tender. Suppliers are advised therefore to acquaint themselves fully with the extent and nature of the goods/services and contractual obligations. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Supplier accepts these Conditions.
- All material issued in connection with this RFP shall remain the property of the Company and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to the Company or securely destroyed by the Supplier (at the Company's option) at the conclusion of the procurement exercise.
- The Supplier shall ensure that each and every supplier, sub-contractor, consortium member and adviser that they chose to work with in responding to this RFP abides by the terms of these instructions.
- The Supplier shall not contact any employee, agent or consultant of the Company that is in any way connected with this procurement exercise during the period of this procurement exercise, save for the Company's designated contact, unless instructed otherwise by the Company in writing.
- The Company shall not be committed to any course of action as a result of: issuing this RFP or any invitation to participate in this procurement exercise; an invitation to submit any Response in respect of this procurement exercise; communicating with a Supplier or a

Supplier's representatives or agents in respect of this procurement exercise; or any other communication between the Company (whether directly or by its agents or representatives) and any other party.

- Suppliers shall accept and acknowledge that by issuing this RFP the Company shall not be bound to accept any subsequent Tender and reserves the right not to conclude an Agreement, where applicable, for some or all of the goods and/or services for which Tenders are invited.
- The Company reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement exercise.

2.3 Confidentiality

- Subject to the exceptions stated below, the contents of this RFP are made available by the Company with the following conditions:
 - Suppliers shall always treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain.
 - Suppliers shall not disclose, copy, reproduce, distribute, or pass any of the Information to any other person at any time or permit any of these things to happen.
 - Suppliers shall not use any of the Information for any purpose other than for the purpose of submitting (or deciding whether to submit) a response to the RFP.
 - Suppliers shall not undertake any publicity activity within any section of the media, including but not limited to social networking and online blogs, in relation to this RFP.
- Suppliers may disclose, distribute, or pass any of the Information to its advisers, sub-contractors or to another person provided that at least one of the following conditions applies:
 - This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Supplier.
 - The Supplier obtains the prior written consent of the Company in relation to such disclosure, distribution or passing of Information.
 - The Supplier is legally required to make such a disclosure.
- The Company may disclose detailed information and responses relating to this RFP and any subsequent Tenders to its officers, employees, agents, or advisers.
- Where a Supplier has requested information or clarification then the Company reserves the right to disseminate information that is materially relevant to the procurement to all Suppliers involved, even if the information has only been requested by one Supplier, subject to the duty to protect each Supplier's commercial confidentiality in relation to its Response.
- In this section, the definition of 'person' includes but is not limited to any person, firm, corporate body, or unincorporated association.

2.4 Clarification

- It is anticipated that sufficient information has been provided herein to allow Suppliers to prepare their response. However, should additional information be deemed necessary, please submit a request by email to the Company's designated contact. The Company will endeavour to answer all questions as quickly as possible. If, in our opinion, the question and answer are deemed to be of interest to all potential Suppliers, then we reserve the right to respond with the question and answer to all potential Suppliers. Care will be taken to ensure that the identity of the party asking the question will remain anonymous.

2.5 Preparation of Responses

- Suppliers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of the Response. Suppliers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will the Company, or any of its officers, employees, agents, or advisers, be liable for any costs or expenses borne by Suppliers or their sub-contractors, suppliers, or advisers in this process.
- The Company relies on Suppliers' own analysis and review of information provided. Consequently, Suppliers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Responses and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- Suppliers must form their own opinions, making such investigations, and taking such advice (including professional advice) as is appropriate, regarding the scope of supply and any subsequent Response, without reliance upon any opinion or other information provided by the Company or its advisers or representatives. Suppliers must notify the Company promptly of any perceived ambiguity, inconsistency, or omission in this RFP, any of its associated documents and/or any other information issued to them during the procurement process.

2.6 Submission of Responses

- Responses are to be received by the Company no later than the closing date and time stated in Section 1.4.
- The Company may at its own absolute discretion extend the closing date and the time for receipt of Responses. Any extension granted will apply to all Suppliers.
- Suppliers must submit Responses according to the instructions set out Section 4
- It is anticipated that all Responses can be processed from the submitted documents but if Suppliers would like to ask any question, they may do so by emailing the Company's designated contact. The Company will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.
- Suppliers' Response and any documents accompanying it must be in the English language.
- Suppliers may include in the Response a small amount of related and relevant information which has not been specifically requested in the RFP.

2.7 Canvassing

- Any Supplier who directly or indirectly canvasses any officer, member, employee, or agent of the Company concerning this procurement or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Supplier, Tender or proposed Tender may be disqualified.

2.8 Disclaimers

- Whilst the information in this RFP has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- Suppliers should note that the details, volumes, and any potential service dates set out in this document are estimates only. They are not intended to provide any commitment as to the value of goods/services that the Company may purchase using this or any other procurement.

- Any Agreement(s) awarded will be non-exclusive. The Company gives no undertaking that it will purchase the whole or any of the requirements for goods/services through such arrangement.
- Neither the Company nor its advisers, directors, officers, members, partners, employees, other staff or agents:
 - Makes any representation or warranty (express or implied) as to the accuracy, reasonableness, or completeness of the RFP.
 - Accepts any responsibility for the information contained in the RFP or for the fairness, accuracy or completeness of that information, nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- Any persons considering making a decision to enter contractual relationships with the Company following receipt of the RFP should make their own investigations and their own independent assessment of the Company and its requirements for the goods/services and should seek their own professional advice.
- Any Agreement concluded as a result of this RFP shall be governed by the Laws of England and Wales, or by the laws of the country in which the Supplier is based, or by alternative laws and jurisdiction, at the Company's discretion.

2.9 No Inducement or Incentive

- The RFP is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Supplier to submit a Response or enter into any subsequent Agreement or any other contractual arrangement.

2.10 Acceptance and Admission to the Agreement

- The Company shall be under no obligation to contract with, or conclude any Agreement with the Supplier following receipt of its Response to this RFP or any subsequent tender documentation, irrespective of whether it has tendered the lowest price.

2.11 Amendments to RFP Documents

- At any time prior to the deadline for the receipt of RFP Responses, the Company may modify the RFP by amendment. Any such amendments will be numbered and dated and issued to all prospective Suppliers prior to the Deadline for the submission of Responses. To give prospective Suppliers reasonable time in which to take the amendment into account in preparing their Responses, the Company may, at its discretion, extend the Deadline for receipt of Responses.

2.12 Late Responses

- Any Response received at the designated point after the Deadline for receipt of Responses may be rejected unless the Supplier can provide irrefutable evidence that the Response was capable of being received by the due date and time.

2.13 Modification and Withdrawal

- Suppliers may modify or withdraw their Response prior to the Deadline by giving notice to the Company in writing or via electronic submission to the Company's designated contact.

- Suppliers may withdraw their Response at any time prior to accepting the offer of an Agreement following the final stage of the tender process. The notice to withdraw the Response must be in writing and sent to the Company by recorded delivery or equivalent service and delivered to the Company's designated contact.

2.14 Right to Reject/Disqualify

- The Company reserves the right to reject or disqualify a Supplier where one or more of the following apply:
 - The Supplier fails to comply fully with the requirements of this RFP.
 - The Supplier is guilty of serious misrepresentation in relation to its Tender and/or the Tender process or in supplying any information required in this document.
 - There is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Supplier.
 - There is evidence that the Supplier has acted in collusion with another party.

2.15 Right to Cancel, Clarify or Vary the Process

- The Company reserves the right to:
 - Amend the terms and conditions of the Tender process.
 - Cancel the evaluation process at any stage.
 - Require the Supplier to clarify its Response in writing and/or provide additional information. Failure to respond adequately may result in the Supplier not being selected.

2.16 Customer References

- The Company may wish to contact and/or visit one or more customer references submitted by the Supplier, as part of the evaluation stage of this RFP or subsequently if the Supplier is selected as preferred supplier.

2.17 Evaluation Process

- The evaluation process for this RFP will feature the following steps:
 - Step 1: Compliance checks, verifying that all information requested has been submitted in compliance with the Tender instructions.
 - Step 2: Evaluation and scoring of Responses:
 - Technical (goods/services offered)
 - Commercial (price and terms)
 - Step 3: Evaluation report and recommendation.
 - Step 4: Confirmation of outcome and authorisation to proceed.
 - Step 5: Notification of outcome to the successful Tenderer.

2.18 Notification

- The Company will inform the successful Tenderer(s) of its intention to award contract(s) based on the evaluation process as outlined above.
- Upon request, all unsuccessful Tenderers will be afforded the opportunity of feedback on the Company's reasons for the unsuccessful outcome.

2.19 Agreement

- In the event that the Company wishes to enter into an Agreement with any Supplier, that Agreement will be augmented with appropriate information submitted in the Tender's Responses including any Specifications, Technical Requirements and Charges. In drafting their responses Tenderers must be mindful of this, and should ensure that their Responses are drafted in clear and concise terms which will provide a basis for translation into firm contractual commitments.

3 Scope of Supply

The purpose of this RFP is to source 250 voice recorders for use in classrooms in Sierra Leone. Delivery and handover of such voice recorders will take place in Freetown, Sierra Leone

3.1 Introduction

Mott MacDonald Limited has been appointed by the UK Department for International Development (DFID) to deliver the Sierra Leone Secondary Education Improvement Programme (SSEIP - also known as Leh Wi Lan). This programme supports the Ministry of Basic and Senior Secondary Education to improve learning outcomes for boys and girls at secondary level and to increase the enrolment, retention and well-being of girls and children with disabilities.

To support our programme, we require voice recorders suitable for use in classrooms throughout Sierra Leone. The Company wishes to purchase 250 such voice recorders. Section 3.2 (below) sets out the detailed specifications.

3.2 Technical specifications

The supplier should provide:

- Voice recorders (suitable for use in classrooms, with voice guidance and distinctive button contours for students with sight impairment, lightweight).
- Single AAA rechargeable battery
- Carry case
- Software CD
- USB cable
- Strap

See also 3.8 (below) regarding alternative proposals.

3.3 Tender pricing

- Prices tendered must be firm, fixed and valid for 90 days following the closing date for submission of RFP Responses.
- Prices tendered must be for delivery of voice recorders to the Company's offices in Freetown, Sierra Leone, and must include any and all applicable administration, shipping, handling, import, registration and taxation costs (including, but not limited to, import duties and sales taxes).
- Prices tendered must be inclusive of warranty (see 3.6 below).
- Tenderers based in Sierra Leone must specify their Tender price in Leones (SLL).
- Tenderers based elsewhere may specify their Tender price in SLL, USD, GBP or EUR.
- The common currency for evaluation purposes is SLL and all Tender prices specified in other currencies will be converted to SLL at the selling exchange rate quoted by the Central Bank of Sierra Leone on the closing date for submission of RFP Responses.

- No element of advance payment will be available for this requirement. Bidding is open to all Suppliers who can demonstrate the capacity to deliver without advance payment.

3.4 Delivery

Delivery and handover of the voice recorders is expected to take place at the Company's offices in Freetown, Sierra Leone, within 4 to 6 weeks of the placing of an order with the selected Supplier.

3.5 Payment

- Supplier(s) based in Sierra Leone will be paid in Leones (SLL).
- Supplier(s) based elsewhere may be paid in SLL, GBP, USD or EUR, in accordance with the currency specified in the Supplier's Tender price.
- Payment will be conditional upon delivery and acceptance by the Company of the voice recorders. Voice recorders will only be accepted if they conform to the agreed Specifications and are free from defects.
- The Supplier may submit to the Company a single invoice for full and final payment upon acceptance of the voice recorders by the Company.
- Payment to the Supplier will be made within 30 days following receipt by the Company of a valid invoice.

3.6 Warranty

Tenderers must specify as part of their RFP Response what manufacturer's and/or other warranty provisions will apply to the voice recorders offered, and confirm that such warranty shall be fully transferrable to the Company and fully applicable in Sierra Leone.

Tender prices must include the specified warranty cover.

3.7 Legal

- Tenders are asked as part of their RFP Response to supply a copy of their proposed Terms and Conditions of Business.
- Mott MacDonald reserves the right to request changes to the selected Supplier's Terms and Conditions as part of any subsequent contracting process.
- Mott MacDonald will carry out its own assessment of tenders' financial standing and this will be considered alongside the RFP Response.

3.8 Alternative proposals

- Alongside the requirements stated in this RFP, Mott MacDonald would be open to considering other or alternative options that Suppliers might wish to propose to fulfil our requirements.

3.9 Attachments

- Tenders should provide current copies of the following (as applicable) in support of their RFR Response:
 - Valid business registration certificate.
 - Valid NASSIT clearance certificate (if based in Sierra Leone).
 - Valid tax clearance certificate (if based in Sierra Leone).

- References indicating the Tenderer's experience and capacity to deliver similar products to reputable organisations (private companies, INGOs, Government).
- Proposed Terms and Conditions of Business.
- Any relevant accreditations or quality certificate(s) such as ISO standards, etc.
- Any other relevant information such as ethics policy, anti-slavery policy, etc.
- Tenderers may include in their Response a small amount of related and relevant information which has not been specifically requested in the RFP

4 Response

Tenderers based in or having representatives or agents in Sierra Leone must submit sealed bids in hard copy, by the Deadline, to the following address:

Mott MacDonald (Sierra Leone) Limited
24 Regent Road, Opposite Orange Office
Hill Station
Freetown, Sierra Leone

Bid envelopes must be clearly marked “**RFP 1088.19 – Voice recorders - Sierra Leone**” and addressed for the attention of the **Operations Manager**. Bids will remain unopened until after the Deadline.

Tenderers based outside Sierra Leone and having no representative or agent in Sierra Leone may submit bids in Portable Document Format (PDF) by email attachment to the Company's designated contact, by the Deadline.

Bid submission emails must bear the subject line “**RFP 1088.19 – Voice recorders - Sierra Leone**”. Bids submitted by email will remain unopened and unread until after the deadline.

Tenderers' RFP responses must contain the following, set out clearly and unambiguously:

- The name of the manufacturer and precise model designation of the voice recorder(s) offered.
- The full specifications of the voice recorder(s) offered.
- The Tenderer's unit price for the voice recorder(s) offered, inclusive of any and all applicable administration, shipping, handling, import, registration and taxation costs (including, but not limited to, import duties and sales taxes).
- A breakdown showing the tax component(s) of the unit price.
- The total fully-inclusive Tender price.
- The currency in which the Tender price is specified (see Sections 3.3 and 3.5).
- The duration and terms of the warranty included in the Tender price. Prices tendered must be inclusive of warranty (see Section 3.6).
- Any relevant additional information (see Section 3.9).

Bids will be opened at or after 1515 hrs (Sierra Leone time) on **Friday 29th November 2019**, at the address given above, in the presence of any bidders and/or their representatives who wish to attend the bid opening.

Subject only to Section 2.12, late bids will be rejected and returned unopened to bidders, or deleted/destroyed by the Company, at the Company's discretion.