REPUBLIC OF LIBERIA

MINISTRY OF PUBLIC WORKS

P. O. BOX 9011
SOUTH, LYNCH STREET
MONROVIA, LIBERIA

Request for Expressions of Interest

Date: May 30, 2023

Name of Assignment: Individual Consultancy Services for the Project Management Unit of the Monrovia Integrated Development Project – **Procurement Specialist**

REOI Reference No.: LR-MPW-003-CS-INDV

Agreement No.: CLR1014 01 U

Country: Liberia

Dear Sir/ Madam:

The Government of Liberia has received a loan and grant facilities from the International Development Association /World Bank and the French Development Agency (AFD) and intends to apply part of the proceeds of these facilities to eligible payments under the contract for which this Request for Expression of Interest **for** Individual Consultancy Services for the Project Management Unit (PMU) of the Monrovia Integrated Development Project (MIDP) – **Procurement Specialist** has been published.

The Liberia Urban Resilience Project (LURP) and the Monrovia Integrated Development Project (MIDP) are led by the Government of Liberia through the Ministry of Public Works (MPW) and respectively financed by the World Bank (WB) and the French Development Agency (AFD). The proposed development objective is to increase flood resilience and access to urban infrastructure in underserved neighborhoods and to improve urban infrastructure planning and management in Liberia.

The scope of service for this position requires an experienced consultant to be the **Procurement Specialist** who shall be in charge of procurement activities for the Monrovia Integrated Development Project (MIDP)He/She shall report directly to the Senior Procurement Specialist. Additionally, s/he shall provide a variety of specialized and non-specialized transactional support services, ensuring consistency and quality of work steps completed, as well as optimal information flow. The duration of this service will be for **12 months** but renewable on an annual basis for a period up to four (4) years based upon satisfactory performance, project needs and available budget. Further details of this service are indicated in the attached Term of Reference. (TOR).

The Ministry of Public Works through the Project Management Unit (PMU) now invites eligible interested individuals to indicate their interest in providing this service. Interested individuals must provide information indicating that they are

qualified to perform the services in accordance with the requirements set forth in the TOR including copies of their CV, attached relevant applicable certificates/documents, description of similar assignments, experience in similar conditions, availability of appropriate skills, etc.

This selection process will be conducted in accordance with the **Guidelines for the Procurement of AFD Financed Contracts in Foreign Countries, OCTOBER (2019)**. Copyof the Terms of Reference (TOR) can be downloaded at **www.emasion.gov.lr, www.mpw.gov.lrand www.iiu-mpw.org**

Expressions of Interest must be delivered to the address below by hand, mail, courier, or email on or before **June 20, 2023, at 4:30 pm:**

Attn: Ministry of Public Works
Gabriel S. Flaboe, Sr
Project Coordinator
Ministry of Public Works
South Lynch Street 1000 Monrovia, Liberia
Tel: 0777-004004 / 0880523691
E-mail: lurp.midp@gmail.com

Terms of Reference (TOR)
Procurement Specialist
Project Management Unit
MONROVIA INTEGRATED DEVELOPMENT PROJECT (MIDP)
Republic of Liberia

1. Background

The Liberia Urban Resilience Project (LURP)-Monrovia Integrated Development Project (MIDP) led by the Government of Liberia through the Ministry of Public Works (MPW) and financed by the World Bank (WB) and the French Development Agency (AFD). The proposed development objective is to increase flood resilience and access to urban infrastructure in underserved neighborhoods and to improve urbaninfrastructure planning and management in Liberia. The project proposes 4 components:

Number	**Name**	**Activities**	**W B Financing**	**AFD Financing**
Component1	Climate Resilient Infrastructure and Urban Upgrading	Resilient infrastructure for climate risk management	US$30-32 Million	~US$9 million (for Neighborhood upgrading)
		Neighborhood and marketupgrading		
Component2	Strengthening Integrated Resilient Urban Development Capacity	Laws/regulations, codes and permitting processes	US$4-6 Million	~US$1.1 million (for strengthening Operation and maintenance and risks management capacities)
		Climate Resilient Spatial Development Plan for Greater Monrovia		
		Revenue mobilization and financial sustainability		
		Operations and maintenance of infrastructure (O&M)		
Component3	Contingency Emergency Response Component (CERC)	The CERC is a zero-sum component that allows for therapid reallocation of un- disbursed IDA funding for situations of urgent need in response to a natural disaster or crisis that has caused, or is likely to imminently	US$0 Million	N/A

		cause, a major adverse economic and/or social impact.		
Component4	Project Management	Project coordination; procurement; financial management; safeguards; M&E; operational costs; etc.	US$4 Million	1.2 million euros

AFD-financed activities will provide basic services to local communities exposed to poor livingconditions and high levels of vulnerability to climate change under Component 1, through the

development of secondary and tertiary infrastructure in targeted neighborhoods and communities. Works will include three types of investments: roads rehabilitation including pathways, drainage, lighting points and trees; water kiosks; and public spaces gathering different services (playgrounds, sports grounds, library, community hall, restrooms). Neighborhoods for interventions will be selected based on criteria agreed between the stakeholders and the funding agency are Lakpazee (Monrovia Community Council area), Woodcamp (Paynesville communitycouncil area) and Shoe Factory (Gardnersville township area).

WB-financed activities are focus on climate and flood resilience. Activities will include rehabilitating/upgrading/constructing drainage infrastructure in densely populated areas, and implementing blue-green-grey infrastructure, beyond traditional concrete drainage, such as protected green water retention areas, permeable paving, and rainwater capture. A feasibility and design study will confirm the specific geographic and technical scope of the investments. These will include areas of interest within Liberia, as well as two sites in Monrovia City Corporation jurisdiction: (i) Northern Bushrod Island, and (ii) Central Business District (CBD), and two in Paynesville City Corporation jurisdiction, including (iii) Omega Market area, and (iv) South eastern Paynesville. In the target areas where climate resilience interventions are envisaged, a small portion of the budget will be used for associated resilient upgrading interventions activities to support improvements in living conditions and access to public services. In addition, the projectwill support the strengthening of integrated resilient urban development capacity through four major areas of support including (i) Laws/regulations, codes, and permitting processes; (ii) climateresilient spatial development plan for Greater Monrovia; (iii) revenue mobilization and financial sustainability; and (iv) operations and maintenance of flood management infrastructure.

Both phases of the project will be implemented simultaneously but with different schedules due to different scope and project locations. The WB through its IDA financing has provided US$40.0 million for this project while the French Development Agency (AFD) will provide co-financing in the amount of EUR10.0 million (US$11.3 million). A parallel financing arrangement will be used, whereby the two development partners will finance their respective activities separately, while using the same umbrella program framework and the same implementation arrangements, including the use of the same Project Implementation Manual (PIM) and Project Management Unit (PMU).

The project will be implemented through a PMU, hosted by MPW.

The financial management aspects of the Project will be managed by the Project Financial Management Unit (PFMU) hosted by the Ministry of Finance, Planning and Economic Development while the PMU will provide operational support for financial transactions of the project.

2. Scope of Works

This project will competitively recruit an experienced local consultant to be the **Procurement Specialist** who shall work in close consultation with the **Senior Procurement Specialist** of the PMU, other departments and stakeholders to ensure that all procurement activities under the MIDP are carried out efficiently and in accordance with the guidelines and policies of the Project Management Framework and Financing Agreement.

3. Roles and Responsibilities:

- Support the Senior Procurement specialist to develop and update procurement strategy for various project activities to determine the most appropriate procurement method and approaches to maximize the effectiveness of a given procurement process.
- Support the Senior Procurement specialist to develop, update and publish periodical procurement plans as required for the implementation of the project.
- Ensure these plans meet the donors' requirements/guidelines and the arrangements defined in the financing agreements.
- Review, monitor, and report on the progress of the procurement activities in relation to all bidding packages (Goods, Works, Non-Consulting Services, and consultancy Services) for the project that has been defined in the plan and promptly inform the Senior Procurement Specialist and Project Coordinator of any challenges related to their implementation.
- Prepare bidding invitations (invitations for bids, requests for proposals, requests for expressions of interest) for all procurement packages within the scope of the Project as well as prepare responses to requests for clarifications from bidders, responses to complaints from bidders, communications with service providers,

suppliers and vendors, minutes of pre-bid meeting, bid opening, negotiations, contract finalization meetings, and working documents with stakeholders.

- When required under the project and in close consultation with the Senior Procurement Specialist, develop specific procurement plans/ packages within scope of the Project,
- Participate in developing bidding invitations (invitations for bids, requests for expressions of interest) for all procurement packages within the scope of the Project as well as prepare responses to request for clarifications from bidders, responses to complaints from bidders, communications with service providers, suppliers and vendors, minutes of pre-bid meeting, bid opening, negotiations, contract finalization meetings, and working documents with stakeholders.
- Prepare evaluation reports of the bids and proposals.
- Prepare all the contracts for the implementation of the project.
- Prepare all the work orders related to the contracts and monitor their implementation.
- Provide Contract management services which includes the monitoring and reporting of contracts provided under the project and the disbursement of funds under these contracts; shall also carryout evaluation and recommendation to improve procurement activities including delivery of logistical supplies/services.
- Regularly update an archiving system, including all the documents that may be asked by auditors or donors.
- Contribute to the elaboration of advancement reports on the project, providing up-to-date information on the procurement aspects.
- Carryout all other procurement related functions as directed by the Senior Procurement Specialist.
- Carryout any other procurement related services under the project by directive of the Senior Procurement Specialist or Project Coordinator.

4. Minimum Qualifications:

The person suitable for this position should have the following qualifications:

- At least a Bachelor's Degree in Procurement / Economics / Management and or Business Administration. Master's degree or specific procurement training (preferably World Bank related) will be an advantage.
- 5 years working experience in public procurement, with at least 2 years on Donor funded projects financed by the Government of Liberia, AFD and international financial organizations; experience in infrastructure projects will be advantage.
- Knowledge of international organizations/institutions and national public procurement regulations and procedures.

- Knowledgeable of a broad range of specialized activities related to contract, asset and procurement management, including organization and conduct of procurement processes, implementation of contract and sourcing strategies, reporting, control of assets, etc;

- Demonstrate strong IT skills, computer literacy, in particular experience with Microsoft Office products (MS. Words, Excel, Power Point, Internet Explorer, etc.).

- Ability to communicate, negotiate, analyse, elaborate and present reports.

- Participate in team meetings and support the capturing and completion of next steps and action items.

- Ability to work independently and within a team environment and exercise mature judgment.

- Highly motivated self-starter with the ability to coordinate multiple projects/ tasks simultaneously in a high-pressure environment.

5. Reporting

a. Monthly progress reports: The Consultant shall prepare concise Monthly Progress Reports covering progress towards achieving the objectives in this ToR as well as identified areas of weaknesses and strategies for improvement of procurement activities. The reports shall provide a brief but comprehensive end-of-month progress assessment. Tabulated representations of the work program, details of impediment to the performance and proposals for overcoming them. These reports shall be submitted within or not later than the 7th day of the first week of the succeeding month. The report will be assessed and appraised by the Senior Procurement Specialist and the Project Coordinator.
b. Quarterly Progress Reports: These reports shall make use of the information previously reported monthly, but suitably modified to include, summarize, and draw conclusions on all pertinent issues concerning the assignment. In addition, the Quarterly Progress Reports shall summarize the Consultant's activities, with solutions adopted, and any other relevant information considered necessary in respect of the services delivery. Each of these reports shall be submitted not later than the7th day of the first month of the following quarter.
c. A draft final report within the last week of the second-to-last month of the assignment for review by the development partner and the project steering committee.
d. A final report within the last week of the assignment.

6. Contract Duration:

The contract duration will be for a period of one year (12 months), subject to a probation period of six months, upon which it can be renewed based on

satisfactory performance, need, and available budget.

7. Selection Method:

The selection method for this assignment is Individual Consultants selection (ICS) using the Guidelines for the Procurement of AFD-Financed Contracts in Foreign Countries.

Appendix to The Request for Expressions of Interest
(To be sumitted with the application, signed and unaltered)

Statement of Integrity, Eligibility and Environmental and Social Responsibility

Reference of the bid or proposal _____ (the "**Contract**")

To: _____ (the "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("**AFD**") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:

2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;

2.2 Having been:

a) convicted, within the past five years by a court decision, which has the force of *res judicata i*n the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);

b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);

c) convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;

2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged

and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

2.6 Being subject to an exclusion decision of the World Bank and being listed on the website http://www.worldbank.org/debarr (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);

2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:

3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;

3.5 In the case of procurement of goods, works or plants:

a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;

b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.

4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.

6. In the context of the procurement process and performance of the corresponding contract:

6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately indented to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of[1]:_____

Signature: _____

Dated: _____

[1] In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.