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Resilient nations.*

REQUEST FOR PROPOSAL

Selection of a Service Provider/s to Provide Survey, Design and Construction Supervision of Rural Water Supply systems for drinking water in Anuradhapura, Kurunegala, Puttlam and Vavuniya Districts.

RFP No.: **RFP/UNDP/GCF/2018/14**

Project: Climate Resilient Integrated Water Management Project (CRIWMP)

Country: Sri Lanka

Issued on: 20 August 2018

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Section 1. Letter of Invitation

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

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

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
 - Form A: Technical Proposal Submission Form
 - Form B: Bidder Information Form
 - Form C: Joint Venture/Consortium/Association Information Form
 - Form D: Qualification Form
 - Form E: Format of Technical Proposal
 - Form F: Financial Proposal Submission Form
 - Form G: Financial Proposal Form
 - Form H: Form of Proposal Security

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

Please acknowledge receipt of this RFP by sending an email to procurement.lk@undp.org, indicating whether you intend to submit a Proposal or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

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

Issued by:

Approved by:

Name: Nilmini Jayatilake
Title: Operations Associate
Date: **August 20, 2018**

Name: Chanaka Liyanage
Title: Head of procurement/administration.
Date: **August 20, 2018**

Section 2. Instruction to Bidders

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

4. Conflict of Interests	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
B. PREPARATION OF PROPOSALS	
5. General Considerations	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
6. Cost of Preparation of Proposal	<p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
7. Language	<p>7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>
8. Documents	<p>8.1 The Proposal shall comprise of the following documents:</p>

Comprising the Proposal	<ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by BDS; e) Any attachments and/or appendices to the Proposal.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
10. Technical Proposal Format and Content	<p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p>
11. Financial Proposals	<p>11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
12. Proposal Security	<p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or; b) In the event that the successful Bidder fails:

	<p>i. to sign the Contract after UNDP has issued an award; or</p> <p>12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p>
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <p>a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and</p> <p>b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</p>
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <p>a) Those that were undertaken together by the JV, Consortium or Association; and</p> <p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>

<p>15. Only One Proposal</p>	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
<p>16. Proposal Validity Period</p>	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
<p>17. Extension of Proposal Validity Period</p>	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
<p>18. Clarification of Proposal</p>	<p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.</p>
<p>19. Amendment of Proposals</p>	<p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p>

	19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.
20. Alternative Proposals	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
21. Pre-Bid Conference	21.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.
C. SUBMISSION AND OPENING OF PROPOSALS	
22. Submission	<p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> a) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. b) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall: <ul style="list-style-type: none"> i. Bear the name and address of the bidder; ii. Be addressed to UNDP as specified in the BDS

	<p>Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
25. Proposal Opening	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p>
D. EVALUATION OF PROPOSALS	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. Evaluation of Proposals	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ol style="list-style-type: none"> Preliminary Examination Minimum Eligibility and Qualification (if pre-qualification is not done) Evaluation of Technical Proposals Evaluation of Financial Proposals
28. Preliminary Examination	<p>28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ol style="list-style-type: none"> They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; They have a good financial standing and have access to adequate financial

	<p>resources to perform the contract and all existing commercial commitments,</p> <ul style="list-style-type: none"> c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical and Financial Proposals	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p style="text-align: center;">TP Rating = Total Score Obtained by the Offer</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p style="text-align: center;">FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 300</p> <p><u>Total Combined Score:</u></p> <p style="text-align: center;">Combined Score = (TP Rating) + (FP Rating)</p> </div>
31. Due Diligence	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p>

	<ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Proposals	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.</p>
33. Responsiveness of Proposal	<p>33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34. Nonconformities, Repairable Errors and Omissions	<p>34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;

	<p>and</p> <p>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Proposals	35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. Award Criteria	36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.
37. Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default

	DOCUMENT LIBRARY/Public/PSU Contract%20Management%20Payment%20and%20Taxes Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
44. Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.
45. Vendor Protest	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html
46. Other Provisions	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

Section 3. Bid Data Sheet

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	<p>Will be Conducted</p> <p>Time: 9.30am Sri Lanka Time</p> <p>Date: August 27, 2018 9:30 AM</p> <p>Venue: FAO Conference Room. 202-204 Bauddhaloka Mw, Col 7</p> <p>The UNDP focal point for the arrangement is:</p> <p>Mr. Sujeewa Ratnayake</p> <p>Telephone: +94 773188604</p> <p>E-mail: Sujeewa.ratnayake@undp.org</p>
5	10	Proposal Validity Period	90 days
6	14	Bid Security	<p>Required in the amount of LKR 100,000.00</p> <p>Acceptable Forms of Bid Security</p> <ul style="list-style-type: none"> ▪ Bank Guarantee (See Section 6 for template)
7	41	Advanced Payment upon signing of contract	Allowed up to a maximum of 20% of contract value upon a bank guarantee for the full amount
8	42	Liquidated Damages	<p>Will be imposed as follows:</p> <p>Percentage of contract price per day of delay: 0.05%</p> <p>Max. number of days of delay 15, for the Phase 1</p>

9	40	Performance Security	Required in the amount of 5% of the contract value
10	18	Currency of Proposal	Local currency LKR
11	31	Deadline for submitting requests for clarifications/ questions	05 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Mr. Asoka Ajantha Address: 202-204, Bauddhaloka Mawatha, Colombo 07 E-mail address: asoka.ajantha@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to prospective Proposers by email
14	23	Deadline for Submission	10 th September 2018 2pm Sri Lanka Time
14	22	Allowable Manner of Submitting Proposals	x Courier/Hand Delivery- All submission shall be accompanied with 1. Technical proposal - one original hard copy and one duplicate hard copies and one soft copy in a CD 2. Financial Proposal – One original hard copy only
15	22	Proposal Submission Address	Head of Procurement/ Administration, UNDP, 202-204, Bauddhaloka Mawatha, Colombo 7
16	22	Electronic submission (email or eTendering) requirements NOT APPLICABLE	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Password for technical proposal <u>must</u> not be provided to UNDP until the date as indicated in No. 14 (<i>for email submission only</i>) ▪ Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP ▪ Max. File Size per transmission: [Specify] ▪ Mandatory subject of email: [Specify]

			<ul style="list-style-type: none"> Documents which are required in original (e.g. Proposal Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: [Insert Address]
17	27 36	Evaluation Method for the Award of Contract	<p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively</p> <p>The minimum technical score required to pass is 70%.</p> <p>Lot 01 and lot 02 shall be evaluated separately</p>
18		Expected date for commencement of Contract	<i>September 24, 2018</i>
19		Maximum expected duration of contract	21 months
20	35	UNDP will award the contract to:	One or two Proposers, depending on the following factors : Each LOT can be separately awarded or both LOTs per to one bidder depending on Highest cumulative score per Bid and capacity to deliver both Lots simultaneously.
21	39	Type of Contract	<p>Purchase Order and Contract for Goods and Services for UNDP</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
22	39	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Professional Services</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
23		Other Information Related to the RFP	<i>[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the RFP must be cited here, and any further entries that may be added below this table row]</i>

Section 4. Evaluation Criteria

Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity
- Bid Security submitted as per RFP requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
Other	Kindly refer the TOR	
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 05 years of relevant experience.	Form D: Qualification Form
	Minimum 03 contracts of similar value, nature and complexity implemented over the last 05 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of LKR 100 million for the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Any additional criteria if required	

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	250
2.	Proposed Methodology, Approach and Implementation Plan	200
3.	Management Structure and Key Personnel	250
	Total	700

Section 1. Bidder's qualification, capacity and experience		Points obtainable			
1.1	Technical Capacity <table><tr><td>Professional expertise and experience in Construction Management Consultancy Services. Past Experience must be supported with experience certificates, which comprise quality of work, timely completion, technical proficiency, resourcefulness, approach & behavior.</td></tr><tr><td>Mobility facilities and equipment to be used for the project - support with the evidences such as availability of transport facilities and equipment.</td></tr><tr><td>Delivered high quality and high impact reports and presentations and organized work in a manner that achieves maximum productivity - Support with evidence such as Client commendation reports in different sectors.</td></tr></table>	Professional expertise and experience in Construction Management Consultancy Services. Past Experience must be supported with experience certificates, which comprise quality of work, timely completion, technical proficiency, resourcefulness, approach & behavior.	Mobility facilities and equipment to be used for the project - support with the evidences such as availability of transport facilities and equipment.	Delivered high quality and high impact reports and presentations and organized work in a manner that achieves maximum productivity - Support with evidence such as Client commendation reports in different sectors.	80
Professional expertise and experience in Construction Management Consultancy Services. Past Experience must be supported with experience certificates, which comprise quality of work, timely completion, technical proficiency, resourcefulness, approach & behavior.					
Mobility facilities and equipment to be used for the project - support with the evidences such as availability of transport facilities and equipment.					
Delivered high quality and high impact reports and presentations and organized work in a manner that achieves maximum productivity - Support with evidence such as Client commendation reports in different sectors.					

	<p>Ability in the production of quality product - must be supported with samples of similar assignment in different requested sectors (sample must include, drawings, estimates, recommendation/consideration on cost effectiveness, environment friendly approaches, feasible studies, preliminary investigation/detail investigation reports, etc.</p> <p>Applied recognized problem/risk mitigation mechanism in the performance of the work as well as the ability to devise actionable recommendations and support with implementation of those recommendations - Support with recommendation report, sub substantial/final completion certificates from client.</p> <p>Ability to work countrywide - provide evidence of work undertaken in different districts, network of field presence and mobility facilities.</p>	
1.2	<p>Financial Capacity/Status</p> <p>Average annual turnover, directly related to the Company's core consultancy services and profit & loss, must support with certified audit reports, balance sheet/profit & loss account and Tax clearance certificates for the last three years. project financing capacity.</p>	90
1.3	<p>EXPERIENCE AND EXPERTISE</p> <p>The Firm/Company should have been in the Advisory/Consulting business for at least 5 years - performance reports must evidently show having adequate experience in different sectors such as irrigation, drainage, water supply, buildings, roads, etc.</p> <p>Experience in providing similar services to multiple stakeholder such as government projects, private sector projects, NGO/INGO projects, and/or Commercial Companies and UN agency projects, etc.</p> <p>Reference check - support with, references, information and certificates from the clients certifying suitability, technical know - how or capability of the applicant. UNDP also may conduct reference check if required.</p> <p>Project Monitoring techniques and Quality assurance procedures - support with copies of field visit report, photos.</p>	80
Total Section 1		250

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	Understanding of the requirement: Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal. Have the important aspects of the task been addressed in sufficient detail?	30
2.2	Is the conceptual framework adopted, approach and methodology appropriate for the task	30
2.3	Is the scope of task and inputs proposed well defined and does it correspond to the TOR?	40
2.4	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project	30
2.5	Does the proposal include climate resilience aspects?	40
2.6	Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract and capture innovative approaches to overcome the challenges arising from prevailing ground conditions?	30
Total Section 2		200

Section 3. Management Structure and Key Personnel		Points obtainable
3.1	Team Leader – Chartered Engineer (based in the districts)	75
	Civil Engineering (B.Sc.), specialized in water supply with at least 10 years relevant experience and professional qualifications, and knowledge/experience in contract management. Having work experience in RWS sector is an advantage	
3.2	Engineers (based in the project areas)	55
	Civil Engineering (B.Sc.) or equivalent, specialized in water supply, with minimum 3 years experience, or Civil Engineering (NDT or equivalent), specialized in water supply with at least 6 years experience. Having work experience in RWS sector is an advantage.	
3.3	Land Surveyor Team(based in the project areas) Experience in water supply projects with minimum 5 years relevant experience	50
3.4	Quantity Surveyor/CAD Draftsman (based in the project areas) Experience in water supply projects with minimum 5 years relevant experience	45
3.5	Engineering Assistants (based in the project areas) Civil Engineering (NDT or equivalent), specialized in water supply with minimum 3 years experience, or Civil Engineering (NCT or equivalent), specialized in water supply with minimum 5 years experience	25
Total Section 3		250

Section 5. Terms of Reference

Title: Selection of Service Provider/s to Provide Surveying, Feasibility Studies, Designs and Construction Supervision of Rural Water Supply systems for drinking water in Anuradhapura, Kurunegala, Puttalam and Vavuniya Districts.

Reports to: Project Director of the PMU and Technical Advisor (DRR) UNDP

Language required: English and Sinhala

Expected Duration: 21 months

1. BACKGROUND

The Ministry of Mahaweli Development and Environment (MMDE) with the assistance of the United Nations Development Programme and in collaboration with the Department of National Planning (NPD), Ministry Irrigation and Water Resources & Disaster Management, Ministry of Agriculture, and Ministry of City Planning and Water Supply, secured financing from the Green Climate Fund (GCF) to implement a USD 38.1 million project aimed at strengthening the resilience of Smallholder farmers in the Dry Zone to climate variability and extreme events, called Climate Resilient Integrated Water Management Project (CRIWMP).

This Project will support the Government to implement integrated solutions to water management in three river basins in the Dry Zone of Sri Lanka (i.e. Mi Oya, Yan Oya and Malwathu Oya) and associated districts (i.e. Anuradhapura, Vavuniya, Kurunegala, Puttalam, Mannar, Polonnaruwa and Trincomalee). The Project aims to achieve higher levels of food, livelihoods and water security for flood and drought affected poor communities. GCF resources will be invested in improving access to irrigation and eco-system based agricultural practices, improved community managed drinking water infrastructure, scaling up decentralized drinking water systems and strengthening early warning, forecasting and climate advisories to protect farmers, particularly women from climate related impacts.

The Project will benefit 750,000 people living in the three river basins directly through investments in irrigation, drinking water and disaster risk management over next six years. The Project covers three key components, of which Component 2 referring to investments to increase access to and quality of drinking water in remote and rural areas through a multi-pronged partnership approach that seeks to replenish sources, build storage, purify contaminated water and address root causes of water quality issues

The Project implementation modality includes a Project Management Unit (PMU) established under the Ministry of Mahaweli Development and Environment with a Project Director who will be in-charge of overall project implementation, a Deputy Project Director responsible for three river basins, Project Accountant and other project staff and two field offices established in the project areas. UNDP as the responsible party for Project assurance will provide technical assistance to implement the Project. Under this, the service of a team of technical specialists will be provided by UNDP to facilitate the implementation of the Project. Further, a national level technical advisory committee will be established to obtain specialists' advice to ensure an integrated approach for climate resilient water management is adopted by the Project. PMU has recruited four experienced Civil Society Organizations (**CSOs**) for social mobilization and to ensure community engagement in the project activities.

The Responsible Parties to Component 2 of the Project are the National Water Supply and Drainage Board (**NWSDB**) and Department of National Community Water Supply (**DNCWS**); and the CRIWMP PMU/District staff and Civil Society Organizations in districts. In addition, the Technical Specialist for Climate Resilient Drinking Water Supply, Technical Coordinator Water Resources and the Water Supply Engineer are part of the UNDP's technical team in the office/field for Project implementation and is responsible to provide overall technical guidance to implement the Component 2 of the Project.

The Project Outputs under the Component 2: Drinking Water Supply includes;

- New Community Managed Rural Water Supply (RWS) Systems – 35 No.s
- Water Purification and Treatment Units to Existing Community Managed RWS Systems – 70 No.s
- New Water Purification and Treatment Systems to Schools and Health Centres – 55 No.s
- Rainwater Harvesting and Recharging Systems – 4000 No.s

These outputs have been rationally allocated to the 07 districts while in the first phase of the Project, the work is implemented in Puttlam, Kurunegala, Anuradhapura and Vavuniya districts.

2. SCOPE AND OBJECTIVES

The scope of the work is to carry out the Yield Tests and Water Quality Analysis (where relevant), Topographical Surveys (where relevant), Feasibility Studies, Detailed Designs, Government tender Documents for construction work, field managing the pre-construction phase, construction phase and post construction phase activities in order to implement the above works in accordance with the following specifications published by the Construction Industry Development Authority (CIDA);

- a) Specifications for Building Works (Volume I & II) Volume I–July 2004 & Volume II– October 2001
- b) Specifications for Water Supply, Sewerage and Storm Water Drainage Works - 2002 April
- c) Specifications for Irrigation and Land Drainage Works - November 1999
- d) Specifications for Electrical and Mechanical works associated with Building and Civil Engineering August 2000

and in accordance with the project specific guidelines and specifications provided by the PMU. Summary of each work output is as follows;

2.1 New Community managed RWS projects

The Project has identified the following New Community managed RWS projects in the four (04) districts:

Year 2018	Anuradhapura	Vavuniya	Kurunegala	Puttlam	Total for 2018
Number of New Community managed RWS projects	2	3	3	3	11

The relevant Divisional Secretariat (DS) Divisions and Grama Niladhari Divisions (GNDs) of the above selected New Community managed RWS projects are given below;

District	Relevant DS Division	Relevant GND	New Community managed RWS projects
Puttalam	Mahawewa	Hawana 521	Hawana
	Chilaw	Prappanmulla 569 A	Rambepitiya
	Naththandiya	Kachchirawa 500 A & Kudeththiyawa 499A	Kachchirawa/ Kudeththiyawa
Vavuniya	Vavuniya South	Track - 07 - 209D	Awaranthulawa
	Vengalcheddikulam	Andiyapuliyankulam - 207	Menikfarm
	Vengalcheddikulam	Pavatkulam Unit - IV -208 D & Pavatkulam Unit - V & VI - 208 E	Pavatkulam
Kurunegala	Galgamuwa	Peddogama- 41	Kapuhengama
		Mottapettewa-56	Mottapettewa
		Ihala Palukandewa-54	Arthikulama
Anuradhapura	Galenbindunuwewa	Ihala Galkulama - 187	Palugollagama
	Palugaswewa	Kalawa- 593	Kalawa

The NWSDB is responsible for the geo-physical investigations, construction of shallow/deep boreholes, long-term yield testing and Water Quality Analysis of the above New Community managed RWS projects. The present position of these Activities are as follows;

District	Number of New Community managed RWS projects	Present Position of geo-physical investigations, construction of shallow/deep boreholes, long-term yield testing and Water Quality Analysis	Anticipated Date of Completion
Anuradhapura	2	Investigation Work in Progress	End September 2018
Vavuniya	3	Drilling work in 02 Projects is in progress	End August 2018
Kurunegala	3	Investigation Work in Progress	End September 2018
Puttalam	3	Work in 02 projects completed. Drilling work in 01 Project is in progress.	End August 2018

The Typical Parameters and Characteristics of a New Community Managed RWS System are presented below to be used for the preparation of the Consultancy Proposal.

Type of Output	Typical Parameters and Characteristics			
	Number of Households Served	Capacity in Cubic Meters per Day	Capacity of Storage Reservoir/Tower (Cubic Meters)	Length of Distribution System (Km.)
New Community Managed RWS Systems	500	200	50	20

2.2 Water Purification and Treatment Units to Existing Community Managed RWS Systems

The Project has identified the following Existing Community Managed RWS Systems in the three (03) relevant districts to provide Water Purification and Treatment Units;

Year 2018	Anuradhapura	Vavuniya	Kurunegala	Total for 2018
Water Purification and Treatment Units- Community: Large – Capacity of a new water Purification and Treatment unit to be installed in an existing Community Managed RWS systems will be in the range of 50m ³ to 100 m ³ per day.	6	5	4	15

The relevant Divisional Secretariat (DS) Divisions and Grama Niladhari Divisions (GNDs) of the above selected Existing Community Managed RWS Systems in the three (03) relevant districts to provide Water Purification and Treatment Units are given below;

District	Relevant DS Division	Relevant GND	Existing Community managed RWS project
Vavuniya	Vavuniya South	Avasadapitiya – 212 C	Puthuvagama
		Allagela-212 B	Aluthgama
	Vengalchettikulam	Sooduventhapulavu- 208	Rahmathnagar
	Vavuniya	Asikulam – 244	Periyakomarasan kulam
	Vavuniya	Poovarasankulam- 217 A	Thalikulam
Kurunegala	Ehetu-wewa	Hunugallewa- 128	Hunu-gallewa
			Madadenigama
	Galgamuwa	Kaatuwewa- 42	Kaatuwewa
		Peddogama- 41	Peddogama
Anuradhapura	Palugaswewa	Palugaswewa- 601	Palugaswewa
		Kumbukwewa- 596	Kumbukwewa
	Galenbindunuwewa	Galwaduwaswewa- 183	Galwaduwaswewa
		Meegahapattiya – 188	Meegahapattiya
	Horowpothana	Diyatiththawewa- 151	Diyatiththawewa
		Wadigawewa- 126	Wadigawewa

The Contractor will be responsible for the long-term yield testing and Water Quality Analysis of the existing raw water sources of the above systems.

The Typical Parameters and Characteristics of an Existing Community Managed RWS Systems to provide Water Purification and Treatment Units; are presented below to be used for the preparation of the Consultancy Proposal.

Type of Output	Typical Parameters and Characteristics				
	Number of Households Served	Capacity in Cubic Meters per Day	Capacity of Storage Reservoir/ Tower (Cubic Meters)	Length of Distribution System (Km.)	Intake Pumps, High-Lift Pumps and other connected M&E and Control Equipment
A new water filtration/ treatment unit installed in an existing Community Managed RWS system	100 to 250	50 to 100	Existing Structures are available	Existing Distribution System is available	Intake Pumps, High-Lift Pumps and other connected M&E and Control Equipment have to be replaced and/or new Equipment provided

3. CONSULTANCY CONTRACT LOTS

This Consultancy Contract includes two (02) LOTs as indicated below:

Lot 01 – Works in Vavuniya and Anuradhapura Districts

Lot 02 - Works in Kurunegala and Puttlam Districts

The Locations of each Lot are shown below;

Description of LOTs	District	New Community Managed RWS projects		Existing Community Managed RWS Systems to provide Water Purification and Treatment Units	
		DS Division	Name	DS Division	Name
Lot 1 – 05 New RWS projects and 11 Water Purification and Treatment Units to Existing RWS Systems	Vavuniya	Vavuniya South	1.Awaranthu-lawala	Vavuniya South	1.Puthuvagama
		Vengal-cheddikulam	2.Menikfarm	Vavuniya South	2.Aluthgama
			3.Pavatkulam	Vengal-cheddikulam	3.Rahmathnagar
				Vavuniya	4.Periyakomarasankulam
					5.Thalikulam
	Anuradhapura	Galenbindunuwewa	4.Palugollagama	Galenbindunuwewa	6.Galwaduwagama
		Palugaswewa	5.Kalawa		7.Meegahapattiya
				Palugaswewa	8.Palugaswewa
					9.Kumbukwewa
				Horowpothana	10.Diyatiththawewa
					11.Wadigawewa
LOT 2 -06 New RWS projects and 04 Water	Kurunegala	Galgamuwa	1.Kapuhengama	Galgamuwa	1.Kaatuwewa
			2.Mottapettewa		2.Peddogama
			3.Arthikulama		

Purification and Treatment Units to Existing RWS Systems				Ehetuwewa	3.Hunu-gallewa
	Puttlam	Mahawewa	4.Hawana		4.Madadenigama
		Chilaw	5.Rambepitiya		
		Naththandiya	6.Kachchirawa/ Kudettiyawa		

4. DURATION OF THE CONTRACT

Duration of the contract will be 21 months for each LOT including surveying, feasibility and detailed designs phase (03 months) construction supervision (12 months) and monitoring defects liability period phase (06 months).

5. CONTRACTOR'S RESPONSIBILITIES

The Project plans to implement the works indicated in Section 2.0 above and they will be located within the DS Divisions and GNDS of Kurunegala, Puttlam, Anuradhapura and Vavuniya Districts as indicated in Sections 2.1 and 2.2

Expected outputs of the assignment falls under the following main categories; with respect to the

(a) New Community Managed RWS, and

(b) Water Purification and Treatment Units to Existing Community Managed RWS

Type of Output	Output Expected from the Contractor			
	Yield Tests & Water Quality Analysis	Topographical Surveys	Feasibility Studies, Detailed Designs and Government tender documents for construction work	Construction Supervision and Quality Assurance during Pre-construction phase, construction phase and post construction phase
New Community Managed RWS	This activity is the NWSDB's Responsibility	Yes	Yes	Yes
Water Purification and Treatment Units to Existing Community Managed RWS	Yes	Topographical Survey work is not anticipated.	Yes	Yes

The contractor will report to the Project Director and Technical Advisor of the Project. Technical advice shall be provided by the UNDP Technical Team. Further, the Contractor is required to liaise with and maintain a good relationship with the National Water Supply and Drainage Board and Department of National Community Water Supply through out the process.

The contractor shall submit three hard copies and three soft copies for each submission

The Scope of Works will be implemented in two Phases.

5.1 Phase I – Water Source Confirmations, Topographical Surveys, Feasibility Studies, Detailed Designs and Government tender documents for construction work

5.1.1. Yield Tests and Water Quality Analysis for Water Purification and Treatment Units to Existing Community Managed RWS

- a. Carryout yield tests of the existing water sources; which consists of open dug wells, deep tube wells and infiltration wells; using appropriate type of pumps and associated equipment relevant for the purpose. The water sources have to be cleaned of debris and foreign matter before the test is commenced.
- b. The tests should be continuous for at least 72 hours to identify the safe yield of the source using approved calibrated water meters and to stabilize the water quality parameters of the source water for subsequent water quality testing. The pumped water should be used in the water supply system or discarded without any adverse effects to third parties. The test procedure and the equipment planned to be used should be submitted for prior approved of the Project Director.
- c. Adequate number of water samples should be collected during the yield tests in order to ascertain the relevant water quality parameters to make a firm decision regarding the unit treatment processes required and design parameters to treat the raw water to comply with the Sri Lanka Standards for potable water – SLS 614: 2013 Part 1 & Part 2.
- d. These Samples should be prepared, collected and transported according to the relevant ASTM Standard and tested from NWSDB or any other laboratory approved by the Project Director.

5.1.2. Topographical Surveys for New Community Managed RWS Systems

- a. The location and the extent of the New Community Managed RWS have been already finalized and the relevant technical details will be made available by the client.
- b. The scope of the Topographical Survey work will include;

(i) Levels and Works

The topographical surveys shall comprise of the following but not limited to;

- Survey plans for intake sites, pump house sites, ground/elevated reservoirs sites, office and stores sites etc., with contours with all available details.
- Detailed survey plan (Flat Plan) and longitudinal section along the proposed pipe routes.
- Bridge crossing plans
- Key plan including all the roads and sites surveyed.
- Plans for acquisition
- Contour plans

(ii) Longitudinal Sections

Levels of the longitudinal sections shall be taken at 30 m intervals along existing roads including culvert details and Number of bridge crossings, bends, Byroads Node Nos. Junctions, special places, Type of Roads, Pathways or pipe line routes.

(iii) Detailed Survey Plans (Flat Plan)

The Detailed Survey Plan (Flat Plan) shall be based on an approved GIS Base Map. It should have the following details.

- Roads with names, junction names, names of special places etc.
- For bridges; Bridge No., No. of spans, length of span, width of carriage way etc.
- For culverts; Culvert No., No. of rows/opening, diameter or internal width and height of each row/opening, height of deck etc.

(iv) Plans for Acquisition

The survey of the required land shall be done to the Survey Department Specifications to facilitate the requirement of Section 2 & Section 05 of the land acquisition act. The outer boundaries of these lands should be defined with boundary stones.

(V) Contour Plans

The contour surveys for treatment plant and other relevant locations shall show all variations on the terrain and all natural & artificial features. The contour interval shall be decided according to the terrain & shall not be less than 0.1 m

- c. The Topographical Survey work should be carried out according to the Specifications of the National Water Supply & Drainage Board.

5.1.3. Feasibility Studies, Detailed Designs and preparation of Government tender documents for construction work of New Community Managed RWS Systems and Water Purification and Treatment Units to Existing Community Managed RWS

- a. The NWSDB will identify, select and develop suitable water sources for the New Community Managed RWS and the required water quality parameters of the raw water will be made available to determine and design the most appropriate, simple, feasible and cost-effective water treatment option.
- b. Prepare Feasibility Reports for each New Community Managed RWS covering the standard engineering procedures. These reports should be concise and will be submitted for appraisal of the NWSDB and DNCWS. The format and contents for the report will be based on the NWSDB Planning Manual – P1 and agreed between the Project Director, NWSDB and DNCWS. The social and environmental screening requirements of the GCF/UNDP and Sri Lanka; will have to be incorporated in to the Feasibility Reports.
- c. These Community Managed RWS are planned, constructed and operated by a Community Based Organization (CBO). As such user community involvement, participation and engagement is essential at each step of the Project cycle. The district Project staff, CSO and DNCWS will coordinate these activities and the Contractor is expected to present the findings from the Feasibility Studies and detailed designs to the CBOs and user communities in line with the Project Cycle and incorporate the agreements reached. The CBOs are required to provide a minimum contribution of 10% of the total cost of the project which will in most cases be limited to excavations for pipe laying and other less complicated works.
- d. Similarly prepare Feasibility Reports for each Water Purification and Treatment Units to Existing Community Managed RWS based on the output of the Item 5.1 above and submitted for appraisal of

the NWSDB and DNCWS. These Reports should clearly indicate the agreed community contributions by CBOs for each scheme.

- e. When the Feasibility Report is accepted by the CBO and appraised by NWSDB/DNCWS, the Contractor will carry out detailed designs for New Community Managed RWS and Water Purification and Treatment Units to Existing Community Managed RWS ; based on relevant NWSDB Design Manual and the outputs expected are:
- Design Report indicating the Design Concepts and parameters agreed with the Project Director and all relevant calculations according to the relevant NWSDB Design Guidelines. The Contractor will carry out soil tests at selected locations in agreement with the Project Director.
 - Transmission/Distribution Model including water nodal demands, and the output
 - All relevant civil, structural, mechanical/electrical/control and pipeline specifications and drawings
 - Relevant Bill of Quantities in an agreed format including the Rated Engineer's Estimate for the works based on agreed Rates and Prices.

These design outputs will be reviewed and approved by NWSDB before issuing to the selected Civil Contractors.

- f. The contractor will also prepare Government tender documents for construction work for each New Community Managed RWS System/Water Purification and Treatment Units to Existing Community Managed RWS or for a cluster of systems based on an agreed SBD of the Project Director.

5.2 Phase 2 - Construction Supervision and Quality Assurance during Pre-construction phase, construction phase and post-construction phase

5.2.1 Construction Supervision and Quality Assurance during Pre-construction phase, construction phase and post construction phase for New Community Managed RWS Systems and Water Purification and Treatment Units to Existing Community Managed RWS Systems

- a. The construction supervision and quality assurance shall be carried out as per the accepted and approved specifications and instruction manuals.
- b. Technical guidance/technical details should be provided during construction period
- c. Quality assurance of construction works/overall construction works should be in fulfilling design requirements.
- d. Preparation of final reports (one report per each sub project) including; finalization of as built drawings, Asset Registers, Asset Management Plans, Operation & maintenance Manuals, Standard Operation Procedures, Agreements for back-up support for machinery and equipment.
- e. Providing all necessary documentations for technical training to the CBOs to ensure sustainable operations.
- f. The duties to be performed are as follows:
 - Prepare construction programme and ensure its implementation by the contractors
 - Check setting out and monitor design and construction standards and specifications are maintained during construction

- Carry out quality control of all the works
- Monitor progress and assist in quantifying work for payments
- Assist in monitoring health and safety standards and environmental safeguards in construction work
- Assist the PMU during defects liability period in rectifying any defects

These Community Managed RWS systems are planned, constructed and operated by a Community Based Organization. As such user community involvement, participation and engagement is essential during this phase also. The CBOs will also be involved in participatory monitoring of the works; in addition to implementing identified community contributions which will be limited to excavation for pipe laying in most of the situation.

6. EXPECTED OUTPUTS

6.1 Phase I – Water Source Confirmations, Topographical Surveys, Feasibility Studies, Detailed Designs and Government tender documents for construction work

6.1.1 Yield Tests and Water Quality Analysis for Water Purification and Treatment Units to Existing Community Managed RWS

Output	Submission
1. Results of the Yield Tests	By 02 nd Week
2. Result of the Water Quality Analysis	By 02 nd Week

6.1.2 Topographical Surveys and Soil Testing for New Community Managed RWS

Output	Submission
1. Levels and Works	By 02 nd Week
2. Longitudinal Sections	By 02 nd Week
3. Detailed Survey Plans (Flat Plan)	By 04 th Week
4. Plans for Acquisition	By 04 th Week
5. Contour Plans	By 04 th Week

The Contractor will carry out soil tests at selected locations in agreement with the Project Director and this activity should be also completed within 04 weeks.

6.1.3 Feasibility Studies, Detailed Designs and Government tender documents for construction work for New Community Managed RWS and Water Purification and Treatment Units to Existing Community Managed RWS

Output	Submission
1. Feasibility Study Report	By 02 nd Week
2. Detailed Designs, Specifications and Drawings	By 04 th Week
3. Engineer's Estimate	By 05 th Week
4. Government tender documents for construction work	By 06 th Week

6.2 Phase 2 - Construction Supervision and Quality Assurance during Pre-construction phase, construction phase and post-construction phase

6.2.1. Construction Supervision and Quality Assurance

The Contractor shall have full responsibility and authority for ensuring the professional quality and sufficiency of the supervision with respect to progress, quality of materials and work, measurements of quantities, and costs related to the contract. The Contractor will ensure timely progress of the works, initiate laboratory as well as in-situ tests as necessary, ensure specified materials are used, workmanship requirements and construction methods, and control the overall quality of construction. This work shall be carried out with reference to the specifications, guidelines and procedures laid down by the PMU.

6.2.2 Activities

Activity	Submission
1. Assisting the PMU with bid evaluation and construction contract negotiations, as necessary	Not applicable
2. Day-to-day construction supervision, monitoring, quality control including earth and concrete works, application of quality assurance procedures, ensuring work conforms to designs, checking the adequacy of contractor's drawings and method statements	Throughout the construction activities
3. Monitoring construction progress, quality of works, environmental and social safeguards, health and safety and reporting including photographic records	Daily monitoring and weekly and monthly reporting. Monthly report shall contain within month and cumulative progress.
4. Advising to resolve problems that arise during construction including those monitored above, conducting site meetings and recording, instructing the Contractors to effect corrective measures while maintaining the progress	Throughout the construction activities
5. Surveying each of the constructed components to evaluate physical and financial progress of each item and facilitate payment certificates	Throughout the construction activities

6. Examining contractor's payment claims, making recommendations for the claims, issuing interim payment certificates after final measurements	Throughout the construction activities
7. Examining the need for any contract variations and make recommendations to the PMU	Throughout the construction activities
8. Monitoring the preparation and timely submission of as-built drawings as well as final reports by contractors	At the end of the construction contract
9. Preparing final completion certificates for consideration by PMU	Within two weeks of the end of construction contract
10. Assisting the PMU during Defect Notification Period	06 Months from the full completion report

7. THE CONTRACTOR'S PROFILE

7.1 Competencies

Technical

- Professional expertise and experience in Construction Management Consultancy Services. Past experience must be supported with experience certificates, which comprise quality of work, timely completion, technical proficiency, resourcefulness, approach & behavior.
- Mobility facilities and equipment to be used for the project - support with the evidences such as availability of transport facilities and equipment.
- Delivered high quality and high impact reports and presentations and organized work in a manner that achieves maximum productivity - Support with evidence such as Client commendation reports in different sectors.
- Ability in the production of quality product - must be supported with samples of similar assignment in different requested sectors (sample must include, drawings, estimates, recommendation/consideration on cost effectiveness, environment friendly approaches, feasible studies, preliminary investigation/detail investigation reports, etc.
- Applied recognized problem/risk mitigation mechanism in the performance of the work as well as the ability to devise actionable recommendations and support with implementation of those recommendations. Support with recommendation report, sub substantial/completion certificates from clients.
- Ability to work countrywide - provide evidence of work undertaken in different districts, network of field presence and mobility facilities.

Financial Capacity/Status

- Project financing capacity will be based on average annual turnover, directly related to the Company's core consultancy services and profit & loss, must support with certified audit reports, balance sheet/profit & loss account and Tax clearance certificates for the last three years.

EXPERIENCE AND EXPERTISE

- The Firm/Company should have been in the Advisory/Consulting business for at least 5 years - performance reports must evidently show having adequate experience in different sectors such as irrigation, drainage, water supply, buildings, roads, etc.
- Experience in providing similar services to multiple stakeholder such as government projects, private sector projects, NGO/INGO projects, and/or Commercial Companies and UN agency projects, etc.
- Reference check - support with, references, information and certificates from the clients certifying suitability, technical know-how or capability of the applicant.
- Project Monitoring techniques and Quality assurance procedures - support with copies of field visit report, photos.

7.1.1 Phase I – Water Source Confirmations, Topographical Surveys, Feasibility Studies, Detailed Designs and Government tender documents for construction work

(a) Technical work:

- Availability to use modern survey instruments including but not limited to Total stations, Automatic level instruments.
- Availability of software including WaterCad, AutoCAD, AutoDesk, Civil3D, ArcGIS
- Availability of equipment to carryout simple yield tests and water quality sampling or arrangements for same

(b) Human resources qualifications

Staff with the following qualifications will be required:

- Engineers with BSc (Engineering) in Civil Engineering or equivalent with at least one engineer with professional qualifications and 10 years' experience in the relevant field to serve as the Team Leader
- Licensed Surveyor and Leveler
- Technical Officer/Engineer's Assistant - Civil Engineering (NDT or equivalent), specialized in, irrigation with minimum 3 years' experience, or Civil Engineering (NCT or equivalent), specialized in irrigation with minimum 5 years' experience
- CAD draughtsman/Quantity surveyor - Experience in water supply projects with minimum 5 years relevant experience
- The Contractor shall determine the number of staff for each LOT to suit the Scope of Work and the Time Frame.

7.1.2 Phase 2 - Construction Supervision and Quality Assurance during Pre-construction phase, construction phase and post-construction phase

(a) Technical work:

- Availability to use modern survey instruments including but not limited to Total stations, Automatic level instruments.

(b) Human resources qualifications

Staff with the following qualifications will be required:

- Engineers with BSc (Engineering) in Civil Engineering and professional qualification
- Licensed Surveyor and Leveler
- Technical Officer/Engineer's Assistant - Civil Engineering (NDT or equivalent), specialized in, irrigation with minimum 3 years' experience, or Civil Engineering (NCT or equivalent), specialized in irrigation with minimum 5 years' experience
- CAD draughtsman/Quantity surveyor-NCT or equivalent

During the Defect Notification Period, the Staff with the following qualifications will be required;

- Technical Officer/Engineer's Assistant- Civil Engineering (NDT or equivalent), specialized in, irrigation with minimum 3 years' experience, or Civil Engineering (NCT or equivalent), specialized in irrigation with minimum 5 years' experience

The Contractor shall determine the number of staff for each LOT to the suit Scope of Work and the Time Frame.

7.2 Results

- Promotes the vision, mission, and strategic goals of project.
- Topographical Surveys, Soil Investigations (where necessary), Feasibility Studies, Detailed Designs, Government tender documents for construction work, field managing the pre-construction phase, construction phase and post construction phase activities with special emphasis on climate change adaptation

8. THE WORKFORCE REQUIREMENT

The project proposes following minimum workforce requirement for each LOT. The contractor may use his judgment to identify the required workforce using the requirement proposed by the project as a guideline.

Phase I – Water Source Confirmations, Topographical Surveys, Feasibility Studies, Detailed Designs and Government tender documents for construction work				
Cost Item	Description	Unit	Number of units	Months
	Feasibility Studies, Detailed Designs and Government tender documents for construction work for New Community Managed RWS and Water Purification and Treatment Units			
1.1	Team Leader/Senior Engineer	No.	1	3
1.2	Engineer	No.	1	3

1.3	Land Surveyor Team	No.	1	3
1.4	Cad Draughtsman/QS	No.	2	2
1.5	Engineering Assistants	No.	1	3
	Phase 2 - Construction Supervision and Quality Assurance during Pre-construction phase, construction phase and post-construction phase			
2.1	Senior Engineer	No.	1	3
2.2	Engineer	No.	1	12
2.3	Cad Draughtsman/QS	No.	1	3
2.4	Engineer Assistants	No.	1	18

Section 6: Returnable Bidding Forms / Checklist

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

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

Technical Proposal Envelope:

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

Financial Proposal Envelope

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

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

Form A: Technical Proposal Submission Form

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

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

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

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

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

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

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

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

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

Form C: Joint Venture/Consortium/Association Information Form

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

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

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

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
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We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

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

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

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Form D: Qualification Form

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

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

Historical Contract Non-Performance

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

Litigation History (including pending litigation)

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

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 5 years.

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

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

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

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

Financial Standing

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

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

Current Ratio			
---------------	--	--	--

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

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

Form E: Format of Technical Proposal

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

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

SECTION 1: Bidder's qualification, capacity and expertise

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

SECTION 2: Proposed Methodology, Approach and Implementation Plan

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

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

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

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

SECTION 3: Management Structure and Key Personnel

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

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of services]</i> <ul style="list-style-type: none">▪ Name of institution: [Insert]▪ Date of certification: [Insert]
Employment Record/ Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i> [Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [Insert] Reference 2: [Insert]

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

Signature of Personnel

Date (Day/Month/Year)

Form F: Financial Proposal Submission Form

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

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

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

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

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

Name: _____
Title: _____
Date: _____
Signature: _____

[Stamp with official stamp of the Bidder]

Form G: Financial Proposal Form

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

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

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

Currency of the proposal: LKR

LOT :.....

1. Details of Staff Proposed and Remunerations – Phase 1 and Phase 2

Position	No. of Personnel (a)	Monthly Salary (b)	No. of Man Months (months = 20 working days)		Total No. of Months (c)	Total Cost LKR (a*b*c)
			Phase 1	Phase 2		
Team Leader/Senior Engineer						
Engineer						
Land Surveyor Team						
Cad Draughtsman/QS						
Engineering Assistants						
Other (please specify)						
Total Staff Cost						

2. Other Costs

Cost Item	Description	Unit	Quantity	Rate	Amount (LKR)
Phase I – Water Source Confirmations, Topographical Surveys, Feasibility Studies, Detailed Designs and Government tender documents for construction work					
2.1	Water Source Yield Tests and Water Quality Analysis for water filtration/ treatment units to Existing Community Managed RWS	No.s			

2.2	Provisional Sum for Soil Testing and Advanced Water Quality Testing*	Provisional Sum	1,000,000.00
2.3	Transport Costs for Phase 1	Item	
2.4	Others – Please (Specify, add Rows as necessary)	Item	
	Sub Total - Phase 1		
Phase 2 - Construction Supervision and Quality Assurance during Pre-construction phase, construction phase and post-construction phase			
3.1	Transport Costs for Phase 2	Item	
3.2	Others – Please (Specify, add Rows as necessary)	Item	
	Sub Total - Phase 2		
4.Administration/ Overheads (Specify, add rows as required)			
4.1	Overheads	Item	
		Item	
	Sub Total - Administration/ Overheads		
5.Contingencies			
5.1	Contingencies 5% (Of 1.0 +2.0 + 3.0 + 4.0) *	Item	
6. VAT			
6.1	VAT (15%)		
All Inclusive Cost (Total of 1+2+3+4+ 5+6)			

* – Requires the approval of PMU/UNDP

Note : The proposer must factor in all possible costs in his/her “All Inclusive Lump Sum Fee” financial proposal. No costs other than what has been indicated in the financial proposal will be paid or reimbursed to the consultant company

Breakdown of Payment Terms per Payment Milestone/Activity

Payment Milestone	Activity description	Percentage from Total Cost
First Payment (Phase 1)	Upon the submission of the relevant report and related documents of the Yield Tests and Water Quality Analysis for Water Purification and Treatment Units to Existing Community Managed RWS Systems after submission of the surveys and related documents of the Topographical Surveys for New Community Managed RWS Systems	30%
Second Payment (Phase 1)	Upon the submission of the relevant report and related documents of the Feasibility Studies for New Community Managed RWS Systems and Water Purification and Treatment Units with the approval of the NWSD and DNCWS and submission of the relevant report and related documents of the of Detailed Designs, Drawings, Government tender documents for construction work for New Community Managed RWS Systems and Water Purification and Treatment Units to Existing Community Managed RWS	10%

	Systems with the approval of the designs by NWSDB and bidding documents by PMU.	
Third Payment (Phase 2)	a. Upon mobilization of Civil Contractors for construction of New Community Managed RWS Systems and b. Upon completion of installation of Water Purification and Treatment Units to Existing Community Managed RWS Systems	15%
Fourth Payment (Phase 2)	a. Upon completion of 50% of the Civil Construction works of New Community Managed RWS Systems and b. Upon submission of "Substantial Work Completion Reports" and as-built drawings, Asset Registers, Asset Management Plans, Operation & maintenance Manuals, Standard Operation Procedures and Agreements for back-up support for machinery and equipment for Water Purification and Treatment Units to Existing Community Managed RWS Systems	15%
Fifth Payment (Phase 2)	Upon completion of the Civil Construction works of New Community Managed RWS Systems and submission of "Substantial Work Completion Reports" and submission of as-built drawings, Asset Registers, Asset Management Plans, Operation & maintenance Manuals, Standard Operation Procedures and Agreements for back-up support for machinery and equipment.	20%
Sixth Payment (Phase 2)	Upon completion of the defect liability period of the New Community Managed RWS Systems and submission of "Work completion reports"	10%

Note: Payments will be based on invoices on achievement of agreed milestones i.e. upon delivery of the services specified in the TOR and certification by the PMU.

Form H: Form of Proposal Security

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

To: Resident Representative, UNDP, 202-204, Bauddhaloka Mawatha, Colombo 7

[Insert contact information as provided in Data Sheet]

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]