



*Empowered lives.  
Resilient nations.*

# REQUEST FOR PROPOSAL

## **Selection of a Service Provider to Provide Survey, Design and Construction Supervision of the upgrading of Village Irrigation Systems**

**LOT 1** - Aluth Halmillewa Cascade in Anuradhapura District

**LOT 2** - Ratmale Cascade in Anuradhapura District

**LOT 3** - Kadawala Cascade in Kurunegala and Puttalam Districts.

RFP No.: **RFP/UNDP/GCF/2018/39**

Project: Climate Resilient Integrated Water Management Project (CRIWMP)

Country: Sri Lanka

Issued on: 31 October 2018

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## Section 1. Letter of Invitation

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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](mailto: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:

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Name: Nilmini Jayatilake  
Title: Operations Associate  
Date: **October 31, 2018**

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Name: Chanaka Liyanage  
Title: Head of procurement/administration.  
Date: **October 31, 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 <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a></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 (<a href="http://www.ungm.org">www.ungm.org</a>). 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 <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</a></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 <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a></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"> <li>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;</li> <li>b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> </ul> <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"> <li>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</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul> <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>B. PREPARATION OF PROPOSALS</b>	
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>

<b>Comprising the Proposal</b>	<ul style="list-style-type: none"> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Proposal;</li> <li>c) Financial Proposal;</li> <li>d) Proposal Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Proposal.</li> </ul>
<b>9. Documents Establishing the Eligibility and Qualifications of the Bidder</b>	<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>
<b>10. Technical Proposal Format and Content</b>	<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>
<b>11. Financial Proposals</b>	<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>
<b>12. Proposal Security</b>	<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"> <li>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</li> <li>b) In the event that the successful Bidder fails:</li> </ul>

	<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>
<b>13. Currencies</b>	<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>
<b>14. Joint Venture, Consortium or Association</b>	<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><b>15. Only One Proposal</b></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"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this RFP; or</li> <li>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;</li> <li>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</li> <li>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.</li> </ul>
<p><b>16. Proposal Validity Period</b></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><b>17. Extension of Proposal Validity Period</b></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><b>18. Clarification of Proposal</b></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><b>19. Amendment of Proposals</b></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.
<b>20. Alternative Proposals</b>	<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>
<b>21. Pre-Bid Conference</b>	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.
<b>C. SUBMISSION AND OPENING OF PROPOSALS</b>	
<b>22. Submission</b>	<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>
<b>Hard copy (manual) submission</b>	<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"> <li>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.</li> <li>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"> <li>i. Bear the name and address of the bidder;</li> <li>ii. Be addressed to UNDP as specified in the BDS</li> </ul> </li> </ul>



	<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>
<b>25. Proposal Opening</b>	<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>
<b>D. EVALUATION OF PROPOSALS</b>	
<b>26. Confidentiality</b>	<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>
<b>27. Evaluation of Proposals</b>	<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"> <li>Preliminary Examination</li> <li>Minimum Eligibility and Qualification (if pre-qualification is not done)</li> <li>Evaluation of Technical Proposals</li> <li>Evaluation of Financial Proposals</li> </ol>
<b>28. Preliminary Examination</b>	<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>
<b>29. Evaluation of Eligibility and Qualification</b>	<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"> <li>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;</li> <li>They have a good financial standing and have access to adequate financial</li> </ol>

	<p>resources to perform the contract and all existing commercial commitments,</p> <ul style="list-style-type: none"> <li>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;</li> <li>d) They are able to comply fully with UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
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;"><b>TP Rating</b> = Total Score Obtained by the Offer</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p style="text-align: center;"><b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 300</p> <p><u>Total Combined Score:</u></p> <p style="text-align: center;"><b>Combined Score</b> = (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"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>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;</li> <li>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;</li> <li>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;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
<b>32. Clarification of Proposals</b>	<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>
<b>33. Responsiveness of Proposal</b>	<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>
<b>34. Nonconformities, Repairable Errors and Omissions</b>	<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"> <li>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;</li> <li>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;</li> </ul>

	<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>
<b>E. AWARD OF CONTRACT</b>	
<b>35. Right to Accept, Reject, Any or All Proposals</b>	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.
<b>36. Award Criteria</b>	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.
<b>37. Debriefing</b>	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.
<b>38. Right to Vary Requirements at the Time of Award</b>	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.
<b>39. Contract Signature</b>	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.
<b>40. Contract Type and General Terms and Conditions</b>	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 <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
<b>41. Performance Security</b>	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> 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.
<b>42. Bank Guarantee for Advanced Payment</b>	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 <a href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a>



	<a href="#">DOCUMENT LIBRARY/Public/PSU Contract%20Management%20Payment%20and%20Taxes Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default</a>
<b>43. Liquidated Damages</b>	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.
<b>44. Payment Provisions</b>	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.
<b>45. Vendor Protest</b>	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: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html</a>
<b>46. Other Provisions</b>	<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 <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a></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)	Within a LOT Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	<p>Will be Conducted</p> <p>Time: 10am Sri Lanka Time</p> <p>Date: November 7, 2018 10:00 AM</p> <p>Venue: UN 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 per LOT for a period of 120 days from the bid closing date.</p> <p>Acceptable Forms of Bid Security</p> <ul style="list-style-type: none"> <li>▪ Bank Guarantee (See Section 6 H for template)</li> </ul>
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: 0.01%</p>

			Max. number of days of delay 30, after which UNDP may terminate the contract.
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	15 <sup>th</sup> November 2018 2pm Sri Lanka Time
14	22	Allowable Manner of Submitting Proposals	x Courier/Hand Delivery- All submission shall be accompanied with a 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 in a separate seal envelope.
15	22	Proposal Submission Address	Head of Procurement/ Administration, UNDP, 202-204, Bauddhaloka Mawatha, Colombo 7
16	22	Electronic submission (email or eTendering) requirements  <b>NOT APPLICABLE</b>	<ul style="list-style-type: none"> <li>▪ Format: PDF files only</li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ 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>)</li> <li>▪ Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP</li> </ul>

			<ul style="list-style-type: none"><li>▪ Max. File Size per transmission: [Specify]</li><li>▪ Mandatory subject of email: [Specify]</li><li>▪ 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]</li></ul>				
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%. Each Lot will be evaluated separately.</p>				
18		Expected date for commencement of Contract	January 1, 2019				
19		Maximum expected duration of contract	<p>Duration of Phase 1 (Surveys and designs) will be 16 weeks, Phase 2 (Construction supervision and quality assurance) is 16 weeks and Phase 3 (Defects and liability) is 12 weeks.</p> <p>There will be a minimum 03 months' gap between Phase 01 and Phase 02</p>				
20	35	UNDP will award the contract to:	<div><p>One or more Proposers, depending on the following factors :</p><table><tr><td>To award only one Lot</td><td>Annual turnover in last three years from related consultancy services should be more than LKR 75 million and cumulative highest proposal for the LOT</td></tr><tr><td>To award two Lots</td><td>Annual turnover in last three years from related consultancy services should be more than LKR 100 million and cumulative highest proposal for multiple LOTs.</td></tr></table></div>	To award only one Lot	Annual turnover in last three years from related consultancy services should be more than LKR 75 million and cumulative highest proposal for the LOT	To award two Lots	Annual turnover in last three years from related consultancy services should be more than LKR 100 million and cumulative highest proposal for multiple LOTs.
To award only one Lot	Annual turnover in last three years from related consultancy services should be more than LKR 75 million and cumulative highest proposal for the LOT						
To award two Lots	Annual turnover in last three years from related consultancy services should be more than LKR 100 million and cumulative highest proposal for multiple LOTs.						
21	39	Type of Contract	<p>Purchase Order and Contract for Goods and Services for UNDP</p> <p><a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a></p>				
22	39	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Professional Services</p> <p><a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a></p>				
23		Other Information Related to the RFP	<p><b>Special Considerations</b></p> <ul style="list-style-type: none"><li>• Separate teams should be proposed for each Lot, if applied for more than one Lot</li><li>• Evaluation of each Lot will be carried out separately. Therefore, each submission should contain full details/documents pertaining to each Lot.</li></ul>				

			<ul style="list-style-type: none"><li>• Each Lot should have separate bid bonds</li><li>• One bidder can apply for one or more Lots.</li><li>• <b>One bidder will be awarded maximum two Lots.</b></li><li>• Financial capacity of the Bidder is assessed based on the following criteria:</li></ul>				
			<table><tr><td><b>To award only one Lot</b></td><td><b>Annual turnover in last three years from related consultancy services should be more than LKR 75 million and cumulative highest proposal for the LOT</b></td></tr><tr><td><b>To award two Lots</b></td><td><b>Annual turnover in last three years from related consultancy services should be more than LKR 100 million and cumulative highest proposal for multiple LOTs.</b></td></tr></table>	<b>To award only one Lot</b>	<b>Annual turnover in last three years from related consultancy services should be more than LKR 75 million and cumulative highest proposal for the LOT</b>	<b>To award two Lots</b>	<b>Annual turnover in last three years from related consultancy services should be more than LKR 100 million and cumulative highest proposal for multiple LOTs.</b>
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## 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
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Form B: Bidder Information Form
<b>Eligibility</b>	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 RFP clause 3.	Form A: Technical Proposal Submission Form
<b>Conflict of Interest</b>	No conflicts of interest in accordance with RFP clause 4.	Form A: Technical Proposal Submission Form
<b>Bankruptcy</b>	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
<b>Others</b>	Kindly refer the TOR	
<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts<sup>1</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form

<sup>1</sup> 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.

<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
<b>Previous Experience</b>	Minimum 05 years of relevant experience.	Form D: Qualification Form
	Minimum 03 contracts of similar value, nature and complexity implemented over the last 05years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
<b>Financial Standing</b>	Minimum average annual turnover of LKR 75 million for the last 3 years to award one LOT or Minimum average annual turnover of LKR 100 million for the last 3 years to award Two LOTs. <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
<b>Any additional criteria if required</b>	Kindly refer the TOR	

## 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
	<b>Total</b>	<b>700</b>

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	<b>Technical Capacity</b> <ul style="list-style-type: none"> <li>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 &amp; behavior</li> <li>Mobility facilities and equipment to be used for the project - support with the evidences such as availability of transport facilities</li> <li>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</li> <li>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.</li> <li>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</li> <li>Ability to work countrywide - provide evidence of work undertaken in different districts, network of field presence and mobility facilities.</li> </ul>	80
1.2	<b>Financial Capacity/Status</b> <ul style="list-style-type: none"> <li>Average annual turnover, directly related to the Company's core consultancy services and profit &amp; loss, must support with certified audit reports, balance sheet/profit &amp; loss account and Tax clearance certificates for the last three years.</li> </ul>	90
1.3	<b>EXPERIENCE AND EXPERTISE</b> <ul style="list-style-type: none"> <li>Number of years in related business</li> <li>The Firm/Company should have been in the Advisory/Consulting business for at least 5 years - performance reports must evidently show having</li> </ul>	80

	<p>adequate experience in different sectors such as irrigation, drainage, water supply, buildings, roads, etc.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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</li> <li>• Project Monitoring techniques and Quality assurance procedures - support with copies of field visit report, photos</li> </ul>	
<b>Total Section 1</b>		<b>250</b>

<b>Section 2. Proposed Methodology, Approach and Implementation Plan</b>		<b>Points obtainable</b>
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 appropriate for the task	30
2.3	Is the scope of task well defined organized, controlled and delivered 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
<b>Total Section 2</b>		<b>200</b>

<b>Section 3. Management Structure and Key Personnel</b>			<b>Points obtainable</b>
3.1	Team Leader – Chartered Engineer (based in the district) Civil Engineering (B.Sc.) or equivalent, specialized in irrigation, with minimum 10 years’ experience (minimum qualification)		
	Experience (1 mark for each year exceeding 10 years- 20 years max)	20	
	Specific experience related to the assignment; irrigation system designs	10	
	Specific experience related to the assignment; knowledge/experience in contract management	15	
	Specific experience related to the assignment; team leading	10	
	Specific Experience relevant to the assignment; (, Village Tanks rehabilitation)	15	
	Post-graduate qualifications (M.Sc. or equivalent)	05	
	<b>Sub total</b>		<b>75</b>



3.2	Engineer (based in the project areas) Civil Engineering (B.Sc.) or equivalent, specialized in irrigation, with minimum 3 years' experience or Civil Engineering (NDT or equivalent), specialized in irrigation with at least 6 years' experience Minimum qualifications		
	Specific Experience relevant to the assignment: knowledge in soil engineering properties and designs	20	
	Specific Experience relevant to the assignment: (knowledge/experience in contract management and Village Tanks rehabilitation)	20	
	Experience as a civil engineer addition to the minimum requirement (01 mark for each year for 10 years max)	10	
	<b>Sub total</b>		<b>50</b>
3.3	Licensed Surveyor (based in the project areas) - Experienced in irrigation, water supply projects, etc. with minimum 5 years relevant experience		50
3.4	Quantity Surveyor/CAD Draftsman (based in the project areas)- Experienced in irrigation, with minimum 5 years' experience		45
3.5	Engineering Assistants (based in the project areas)- 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		30
<b>Total Section 3</b>			<b>250</b>

### Special Considerations

- Separate teams should be proposed for each Lot, if applied for more than one Lot
- Evaluation of each Lot will be carried out separately. Therefore, each submission should contain full details/documents pertaining to each Lot.
- Each Lot should have separate bid bonds
- One bidder can apply for one or more Lots.
- One bidder will be awarded maximum two Lots.
- Financial capacity of the Bidder is assessed based on the following criteria:

To award only one Lot	Annual turnover in last three years from related consultancy services should be more than LKR 75 million and cumulative highest proposal for the LOT
To award two Lots	Annual turnover in last three years from related consultancy services should be more than LKR 100 million and cumulative highest proposal for multiple LOTs.

## Section 5. Terms of Reference

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### **Survey, Design and Construction Supervision of the upgrading of Village Irrigation Systems in Aluth Halmillewa Cascade and Ratmale Cascade in Anuradhapura District and Kadawala Cascade in Kurunegala and Puttalam Districts**

#### **A. BACKGROUND**

UNDP is the UN's global development network, advocating for change and connecting countries to knowledge, experience and resources to help people build a better life. We are on the ground in 166 countries, working with them on their own solutions to global and national development challenges. Climate change threatens the sustainability of major development programs implemented by the government of Sri Lanka. Already the impact of climate-related weather anomalies is manifest in reduced agriculture productivity, in crop losses, in flood and landslide related damage to infrastructure and in increased uncertainty for farm based livelihoods and markets.

In order to address climate change adaptation issues, the Ministry of Mahaweli Development and Environment (MMDE) with the assistance of the United Nations Development Programme in collaboration with the Department of National Planning (NPD), Ministry of Irrigation and Water Resource Management (MIWRM), Ministry of Agriculture (MA), Ministry of City Planning and Water Supply and Ministry of Disaster Management, secured financing from the Green Climate Fund (GCF) to implement a 07 year project from 2017 to 2024 aimed at strengthening the resilience of Smallholder farmers in the Dry Zone to climate variability and extreme events. The Project will directly benefit 750,000 people living in the three river basins; Mi Oya, Malwathu Oya and Yan Oya, directly through investments in irrigation, drinking water and disaster risk management and further 770,000 people with indirect benefits from the project interventions in capacities and early warning systems.

#### **B. SCOPE AND OBJECTIVES**

The scope of the work is to provide the consultancy service for surveys and designs, construction supervision and quality assurance and managing defect-liability period in selected Village Irrigation Systems (VIS) located in

**Lot 01 - Aluth Halmillewa Cascade in Anuradhapura District** which contains 23 Village Irrigation Systems (VIS),

**Lot 02 - Ratmale Cascade in Anuradhapura District** which contains 15 Village Irrigation Systems (VIS),

**Lot 03 - Kadawala Cascade** which contains 17 Village Irrigation Systems (VIS) in Kurunegala District and 08 VIS in Puttalam District,

in accordance with guidelines and criteria issued by the Project Management Unit (PMU).

The number of VISs to be upgraded shall be subjected to confirmation at the ratification meeting. The current VIS list is attached (Appendix 1).

### **C. CONTRACT PERIOD**

The contract period shall be from 01<sup>st</sup> of January 2019 to 31<sup>st</sup> December 2020 consisting of 3 Phases as follows:

Duration of Phase 1 (Surveys and designs) will be 16 weeks, Phase 2 (Construction supervision and quality assurance) is 16 weeks and Phase 3 (Defects and liability) is 12 weeks.

There will be a minimum 03 months' gap between Phase 01 and Phase 02

### **D. CONTRACTOR'S RESPONSIBILITIES**

The Contractor will report to Project Director of the PMU and Technical Advisor (DRR) of the UNDP Technical Team or their nominated representatives. The contractor shall provide a work program within one week after the award of contract, furnish corresponding summary progress reports each week and a detailed report each month, and participate in progress review meetings.

The Consultant shall provide a Work Programme within one week after the award of the consultancy contract. The PMU will issue technical criteria, explanatory notes and other instructions to ensure the sustainability of project interventions, from time to time, based on the emerging or unanticipated issues under each of these phases, and the Consultant shall pay due attention to these documents when submitting deliverables<sup>2</sup>. The PMU shall be consulted before making important decisions during investigations and designs.

The Contractor will be expected to organize accommodation and transport on their own to and from the field. The Contractor should provide their own personal computers and will be expected to make good quality reports/drawings and other required documents in English. Expected outputs of the Contract falls under 3 main phases; (1) Surveys & Designs (2) Construction Management & Quality Assurance (3) defects and liability. The duties to be performed are as follows:

#### **Surveys & Designs**

The duties to be performed are as follows:

- a. Conduct PIR for each tank in coordination with the Civil Society Organization (CSO). PIR meetings will be arranged by CSOs.
- b. Survey the selected VISs in the cascade including the tank bund, tank bed, structures including approaches and outlets, breaches (if any) full supply level (FSL) and high flood level (HFL) contour, catchment area, upstream and downstream reservations, diversions (anicut), link/feeder canals in the cascade, irrigation supply canals, and spill tail canals. Surveying is to be done as per the relevant survey department guidelines and survey specifications provided by the PMU
- c. Establish two (02) Ground Control Points (GCP) for each Tank in the cascade, and transfer MSL elevation from the nearest Survey Department Bench Mark
- d. Get the survey (reservations and ground control points including the MSL elevation) validated from the Survey Department
- e. Conduct soil surveys in the Tank bed to identify the area and depth of siltation for de-silting including necessary soil testing (Lab and in-situ).
- f. Study the soil condition of the tank bund as required.
- g. Carry out engineering designs including hydrological, hydraulic and structural aspects of the Tank bunds, spillways, sluice structures and other structures including their approaches and outlets.
- h. Conduct a cascade level (surface) water balance study and make operational recommendations

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<sup>2</sup> The following documents have been already issued: a. Design Criteria, b. An explanatory note on surveys, designs and construction supervision consultant's responsibilities

- i. Develop area-capacity curves to facilitate water management operations.
- j. Identify borrow areas with relevant soil properties.
- k. Prepare standard drawings, specifications, BOQ and cost estimates, present them to the ratification meeting and obtain relevant recommendations.
- l. Incorporate the feasible (technically/financially/ environmentally) suggestions and comments raised during the ratification meetings
- m. Assist in evaluation of the bids for civil construction works.
- n. Periodically report the progress as per the instructions of the PMU

The surveys and designs shall be carried out as per the guidelines developed for surveys and designs. They should respond to the upgrading priorities identified during the Preliminary Investigation Report and confirmed at the Ratification Meetings. The decisions taken at ratification meetings shall be included in the designs. Technical advice shall be provided by the PMU Technical Team.

### **Construction Supervision & Quality Assurance**

The duties to be performed are as follows:

- a. Obtain construction programs from the contractors and ensure its implementation.
- b. Check setting out and monitor design and construction standards and specifications are maintained during construction
- c. Carry out quality control of all the works
- d. Monitor progress and quantify work and make recommendations for payments
- e. Monitor health and safety standards and social and environmental safeguards in constructions and submission of weekly reports.
- f. Provide inputs to the PMU to redress grievances and resolve conflicts arise from the construction work
- g. Obtain the consent/ recommendations for the work from the respective government entity for the completed work
- h. Issue “work completion certificate” to the contractor with the recommendation of relevant government agency.
- i. Periodically report the progress as per the instructions of the PMU

### **Defects and Liability Period**

The duties to be performed are as follows:

- a. Participate in defects-liability period stakeholder meetings with relevant government staff including engineers and technical officers, contractor and farmer organization per cascade based tank
- b. Present the work done to the farmer organization and make them fully understand the completed scope of work relevant to the individual tank
- c. Record complaints relevant to the rehabilitation works per each tank
- d. Evaluate complaints on engineering, technical and climate resilient perspectives and present the farmer organization with the validity of their queries
- e. Propose and obtain the consent for remedial measures to rectify raised issues relevant to the rehabilitation works
- f. Instruct the contractor for rectification of defects in writing
- g. Conduct field monitoring of defect rectification by first agreeing on a work plan and engaging in the technical supervision
- h. Ensure the planned rectification of defects are complete, and prepare and submit final work completion reports along with defects and liability clearance certificates

- i. Participate in final stakeholder meetings with relevant government staff including engineers, technical officers and farmer organization relevant to the rehabilitated tank
- j. Periodically report the progress as per the instructions of the PMU

The construction supervision and quality assurance shall be carried out as per the specifications and instruction manuals provided by the PMU. The decisions taken at ratification meetings shall be attended to.

## E. EXPECTED OUTPUTS

### PHASE 1: Surveying and Design

Surveying, CAD drafting, Design, and Preparing BOQ and Cost Estimates of minor Irrigation Tanks in the selected Village Irrigation Cascades located in above mentioned District within 12 weeks as follows:

#### Activities:

Activities	Output	Submission
1. Surveys and investigations; <ol style="list-style-type: none"> <li>a. Establishment of Ground Control Points and Bench Marks</li> <li>b. Tank bed topographic survey</li> <li>c. Command area outer boundary including feeder/link/spill tail/irrigation supply canals and downstream reservation of the Tank bund. Survey of feeder canal shall extend to the HFL of the downstream tank.</li> <li>d. Catchment area showing upstream reservation, FSL, HFL and BTL</li> <li>e. Site surveys of all the structures and breach sites</li> <li>f. Physically demarcate FSL, HFL, and upstream reservation of the tank.</li> <li>g. Drawings of the survey output including layout maps, longitudinal sections, cross sections, contour maps, plans of the structures, area-capacity curves, etc.</li> </ol>	Report per tank containing control points, bench marks with their respective levels, levelling sheets, field books, location maps and drawings as per specification together with appropriate diagrams and photos	04 weeks
2. Soil profile analysis; <ol style="list-style-type: none"> <li>a. Tank bed augur hole testing to determine the soil profile and safe de-silting depth spaced on a 100m x 100m grid up to FSL (for smaller tanks the grid interval will be shorter and will be decided by the PMU). Augur hole depth 1.25 m (4 ft) and the minimum number of Augur holes per Tank in the de-silting area is six (06)</li> <li>b. Locate borrow areas and conduct testing</li> </ol>	Report on the analysis of the augur hole testing with appropriate diagrams per tank	02 weeks (overlaps with surveys and investigations)
3. Designing the upgrading work with reference to recommended guidelines and submission with drawings, specifications and design notes	Report containing detailed drawings, specifications and design notes as per the design criteria of the PMU and relevant guidelines	06 weeks (overlaps with survey work)

4. Preparing BOQ and cost estimates	Report on BOQs and cost estimates	04 weeks (overlaps with the above)
5. Assist in preparing bidding documents	Solicitation documents per tank as per Government guidelines	03 weeks

#### Survey and design completion and BOQ submission schedule;

#	Activity	Week															
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	Surveys and investigations																
2	Soil profile analysis																
3	Designing the upgrading work																
4	Preparing BOQ and cost estimates																
5	Assisting Preparing bidding documents																

### Technical Specifications Surveying of Tank Cascade systems

#### 1. Expected Outputs

The expected outputs are as follows:

- Longitudinal and Cross Sections of tank bunds
- Longitudinal and Cross Sections of existing Feeder Canals and Link Canals
- Details of spills, spill approaches, sluices and other structures including sill/crest level, FSL, HFL, reservations, sluice opening sizes, slopes, cross sections, as appropriate
- Other maps, drawings and reports as per the Terms of Reference relevant to this work

#### 2. Specifications

##### a) General requirements

- It is necessary to submit Documents and Sketches in standard format for Bench Marks & Temporary Bench Marks, including coordinates.
- All horizontal control points/ reference points/ bench marks shall be tied to National Grid (SLD 99). All levels shall be with respect to mean sea level (m MSL).
- Soft copies of all outputs of surveys should be submitted in AutoCAD 2007 format or later version, and in MS Excel.

##### b) Tank Bund

Longitudinal Section (L SS):

At 25 m intervals along the centre line of the tank bund and at significant changes of spot heights within the intervals and at all structures. Additional levels may be taken at breaches of the bund (to sufficiently show the level changes), at major structures, both ends/abutments of the spillway. The spot levels may be extended to a level of 1.5 m above the existing bund top level or to a lesser extent as directed by the engineer.

**Cross Section Intervals:**

At 25 m intervals along the centre line of the bund and at significant changes of spot heights within the intervals.

**Cross Section Length & Direction:**

Bund base width + 10 m on both U/S and D/S normal to the centre line.

**Cross Section Spot Heights:**

At 5 m intervals and at changes of slopes within the interval. The levels may be sufficient to define the bund profile including the bund top width and upstream and downstream toes.

**Details to be covered:**

Rock outcrops, roads, foot paths, outlets and structures, boundaries of private lands and buildings etc.

**Traverse:**

Along the Centre Line of the bund.

**Bench Marks:**

At 1 km intervals and close to the LB and RB ends of the bund

**Accuracy of Survey:**

Survey shall be done by “Total Station” or better Instrument. Levelling shall be done by “Engineer’s Level” or better Instrument

**Drawing:**

C. SS in Natural Scale of 1:100

L. SS in 1:100 Vertical & 1:1000 Horizontal

1: 2000 for plan

Drawing setup to be adjusted to include at least 6 CSS in A1 size paper.

The drawing shall show in plan all features surveyed and levelled, give values of spot levels taken at specified intervals and additional spot levels taken for definition of other features. Soft copies shall be to AUTOCAD 2007 or later version

**c) Detailed Site Surveys at specified locations of interest**

**Grids and Spot Height:**

The survey shall be carried out with the Grid Lines at 5 m intervals along and perpendicular to the base line and covering the area specified. Spot Levels shall be taken at grids and at changes of ground slope within the grids and should extend to the nearest CS of the bund or canal as applicable.

**Details to be covered:**

Rock outcrops, Streams / drainage lines, roads, foot paths, culverts / bridges, dilapidated structures, boundaries of private lands and buildings etc shall be marked on the Plan. Opening sizes and gate sizes of water conveyance and control structures shall be provided. Levels shall be taken at banks and beds of streams, upstream and downstream sills of the sluices, approach canal bed, crest, downstream sill and bed and banks of the spill tail canal, breach sites etc as directed by the Engineer.

**Drawing:**

Site Surveys in Natural Scale of 1:1000

The drawing shall show, in plan, all features surveyed and levelled. Give values of spot levels taken at Grid Points and other additional spot levels taken for definition of other features. Contours be drawn for 500 mm intervals or as directed by the UNDP's Engineer/Technical Coordinator.

Hard copies to be produced in A3 size; Soft copies shall be to AUTOCAD 2007 or later version

**d.) Specifications for surveying the Tank Bed and soil investigations for De-silting**

- i. Base line is the center line of the existing bund
- ii. Grid lines: At 25 m intervals parallel and perpendicular to the base line
- iii. Spot levels: At 25 m intervals along the grid lines, additional levels at sudden changes of elevation
- iv. Details to be covered in the survey: Rock outcrops, Streams / drainage lines, roads, foot paths, trees and scrub and other details relevant to silt removal shall be marked on the plan
- v. Levels shall be extended to BTL and contours be drawn for 250 mm intervals
- vi. It is necessary to submit Documents and Sketches in standard format for Bench Marks & Temporary Bench Marks, including coordinates.
- vii. All horizontal reference points shall be tied to National Grid Coordinates; all levels shall be with respect to mean sea level (m MSL).
- viii. Soft copies of all surveys such as site surveys should be submitted in AutoCAD 2007 format or later version, and the relevant data such as levels in MS Excel
- ix. Drawings: Plan 1:1000
- x. In the selected de-silting area, spot levels shall be taken at 10m X 10m
- xi. Augur holes shall be spaced on a 100 m X 100 m grid, BOQ and cost estimate shall provide for additional augur holes if found necessary

**e.) Specifications for the Survey of Existing Canals and bunds, including Drainages**

- i. Traverse: along the centerline of the canal
- ii. Longitudinal Section: Along the mean center line of the canal with zero station at the downstream end of the turnout structure or the outlet to the canal
- iii. L/S spot heights: At 25 m intervals or at sudden changes of the grade/elevation



- iv. Cross section: at 100 m intervals or at changes of the profile as directed by the Engineer, normal to the Centerline to extend 10 m beyond the upstream and downstream toes of the bund/edge of the bank
- v. Canal bund: In addition to the Canal cross sections, cross sections of the canal bund shall be taken to define the canal bund profile, if required
- vi. Structures: Station location, Levels at upstream and downstream sills and all the details as per the Technical Guidelines for Irrigation Works by the Irrigation Department and measurements to be furnished with drawings (Plan, front and side elevations)
- vii. Drawings:
  - Drainage canal profiles- 1:5000
  - Canals- profile 1:2000
  - Cross sections: 1:100

**f.) Proposed canals/new canals**

- i. Strip survey covering a strip of 50 to 100 m wide with spot height intervals at every 25 m and at changes of the slope on longitudinal section along the centerline of the canal trace
- ii. Cross section at 25 m intervals and along bisectors at angle points including at points of change in slope of longitudinal section, normal to the centerline of the canal trace, with spot heights at 5 m and at significant changes of elevation
- iii. Traverse: along the centerline of the canal trace
- iv. Details to be surveyed: Rock outcrops, Streams / drainage lines, roads, foot paths, culverts / bridges, all structures, boundaries of private lands and buildings, areas subject to floods with appropriate levels

**g.) General Specifications**

**i. Instruments Accuracy of Survey**

Survey shall be done by “Total Station” or better Instrument. Levelling shall be done by “Engineer’s Level” or better Instrument.

**ii. Drawing scales:** as specified above

**iii. Bench marks**

- Close to each end of the center line of the bund
- On a structure or as directed by the Engineer for canals
- Size of the Bench Mark: as per the specifications of the Survey Department

**iv. Submission of Drawings and other documents**

- All measurements given shall be in metric units.
- All printed copies shall be produced in A3 size unless otherwise stated
- Soft copies of drawings shall be in AutoCAD 2007 format or later.
- Soft copies of Leveling sheets may be in MS Excel
- All documents shall be certified by the Team Leader/Senior Engineer and Licensed Surveyor

#### **v. Other relevant Specifications**

Sizes of Bench Marks, pickets, Ground Control Points, accuracy of traverses and levelling, field work and recording and adjustments to the specifications for surveying with Total Stations shall be in accordance with the “Departmental Survey Regulations, Fifth Edition” issued by the Surveyor General, Sri Lanka Survey Department. For surveys of works related to drinking water supply schemes, the “Specification for Surveying Works” prepared by the National Water Supply and Drainage Board (NWSDB) shall be followed. For deciding on the reservations, instructions contained in “Cultivation Meetings and Maintenance of Minor Irrigation” by the Department of Agrarian Development and the relevant regulations contained in Land related legislation and Departmental Survey Regulations may be used.

#### **vi. References**

- i) Technical Guidelines for Irrigation Works, 1988. A.J.P. Ponrajah, Irrigation Department
- ii) Departmental Survey Regulations, Fifth Edition, 2015 March. P.M.P. Udayakantha, Surveyor General. Sri Lanka Survey Department

### **PHASE 2: 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. Also, the contractor shall assist the government in prequalification of civil contractors and invitation of tenders. The Contractor will obtain civil contractor’s work programme, 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. A site log book shall be maintained by the civil contractor for instructions to the civil contractor. The work shall be carried out with reference to the specifications, guidelines and procedures laid down by the PMU. The contractor will take measurements and certify payment claims of contractual works relevant to rehabilitation of cascade based tanks.

#### **Activities**

<b>Activity</b>	<b>Output</b>	<b>Submission</b>
1. Data entry and BOQ analysis relevant to bids and assist the PMU in bid evaluation and construction contract negotiations, as necessary	Report on the bid evaluation summary	03 weeks
1. Construction supervision and monitoring; a. Obtain civil construction contractor’s construction programme b. Day-to-day construction supervision, monitoring, quality control including and management of log books and notes relevant to earth and concrete works, application of quality assurance procedures, ensuring work conforms to designs, checking the adequacy of contractor’s drawings and method statements	Weekly reports as per formats given by PMU	Throughout the construction activities

c. Daily monitoring of construction progress, quality of works, environmental and social safeguards, health and safety and reporting including photographic records  d. 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		
2. Evaluation of physical and financial progress of each item and facilitate payment certificates	Monthly evaluation reports	Third week of the month
3. Interim payment recommendations;  a. Day-to-day Examining contractor's payment claims, making recommendations for the claims, issuing interim payment certificates after final measurements	Interim payment certification of rehabilitation works	Throughout the construction activities
4. Recommendations for variations;  a. Management of variations with in civil work contractual limits  b. Examining the need for any civil work contract variations and make recommendations to the PMU	Monthly reports on variations of civil works	Fourth week of the month
5. Monitoring the preparation and timely submission of as-built plans drawings as well as final reports by contractors	As built plans and drawings per tank	At the end of the construction contract
6. Work completion certificates for consideration by PMU	Work completion reports	Within two weeks of the end of construction contract

**Construction supervision and quality assurance work schedule;**

#	Activity	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	Assist in bid evaluation																
2	Supervision & monitoring																
3	Evaluation of progress																
4	Interim payment recommendations																
5	Recommendation for variations																
6	As built plans and final reports																
7	Work completion reports																

### PHASE 3: Managing Defects and Liability

The Contractor shall assist the PMU in identification of defects in construction, proper management and recommending rectifications where necessary in consultation with relevant stakeholders.

#### Activities

Activity	Output	Submission
1. Participate in liability period stakeholder meetings and presentation of work done per tank	Power point presentation per tank	04 weeks from work completion
2. Compilation of evaluation of complaints	Complaints evaluation report	06 weeks
3. Rectification of defects with the consent of project stakeholders	Defect liability clearance certificates	04 weeks
4. Participation in final stakeholder meetings and presentation of completed tasks per tank	Power point presentation per tank	03 weeks

#### Defects liability period work schedule

#	Activity	17	18	19	20	21	22	23	24	25	26	27	28
1	Liability period stakeholder meetings												
2	Evaluation of complaints												
3	Rectification of defects												
4	Generate clearance certificates												
5	Final stakeholder meeting												

### F. INSTITUTIONAL ARRANGEMENT

The Field Office of the PMU will provide the necessary programme support for the successful execution of the assignment.

The below table shows the Institutional Arrangements of different stake holders who will be involved in the whole procurement process.

Tasks	Name of the stake holders	
	Contractor	Government Entity
<b>PHASE 1: Surveying and Design</b>		
Report per tank containing control points, bench marks with their respective levels, levelling sheets, location maps and drawings as per specification as per specification with appropriate diagrams and photos	√	√
Report on the analysis of the augur hole testing with appropriate diagrams per tank	√	√
Report containing detailed drawings and design notes	√	√
Report on BOQs and cost estimates	√	√
Solicitation documents per tank as per Government guidelines	√	
<b>PHASE 2: Construction Supervision and Quality Assurance</b>		
Report on the bid evaluation summary	√	
Weekly reports as per formats given by PMU	√	
Monthly evaluation reports	√	
Interim payment certification of rehabilitation works	√	√
Monthly reports on variations of civil works	√	√
As built plans and drawings per tank	√	√
Work completion reports	√	√
<b>PPHASE 3: Managing Defects and Liability</b>		
Power point presentation per tank	√	
Complaints evaluation report	√	
Defect liability clearance certificates	√	√
Power point presentation per tank	√	

## G. PROPOSED MINIMUM QUALIFICATIONS OF STAFF<sup>3</sup>

Lot	Minimum staffing requirement for each Lot	Nature of activities
Lot 01 – Aluth Halmillewa Cascade in Anuradhapura District/ Lot 02 – Ratmale Cascade in Anuradhapura District/ Lot 03 - Kadawala Cascade in Puttalam and Kurunegala districts	<ul style="list-style-type: none"> <li>Team Leader (based in the project areas) Civil Engineering (B.Sc.) or equivalent, specialized in irrigation, with at least 10 years' relevant experience as an Engineer and professional qualifications, and knowledge/experience in contract management and Village Tanks rehabilitation and related designs is an advantage</li> <li>Engineers (based in the project areas) Civil Engineering (B.Sc.), experienced in irrigation, with at least 3 years' relevant experience in designs and construction, or Civil Engineering (NDT or equivalent), experienced in irrigation, with at least 6 years' relevant post-qualifying experience as an Engineer (with knowledge in soil engineering properties, and irrigation-related designs)</li> <li>Licensed Surveyor (based in the project areas) Experienced in irrigation, water supply projects, or rural infrastructure etc. with minimum 5 years' relevant experience</li> <li>Quantity Surveyor/CAD Draftsman (based in the project areas) Experienced in irrigation, water supply or rural infrastructure projects, etc. with minimum 5 year's relevant experience</li> <li>Engineering Assistants Civil Engineering (NDT or equivalent), specialized in, irrigation, water supply supply or rural infrastructure with at least 3 years' relevant experience or Civil Engineering (NCT or equivalent), specialized in irrigation, water supply, supply or rural infrastructure with at least 5 years' relevant experience</li> </ul>	<ul style="list-style-type: none"> <li>Surveying, design, drawings, BOQ, estimations, evaluation of construction contractors' bids, quality assurance/control and site management</li> <li>Certifying Contractor's Invoices</li> </ul>

## H. PROPOSED MINIMUM RESOURCE REQUIREMENT<sup>4</sup>

### Lot 01 – Aluth Halmillewa Cascade in Anuradhapura District

Phase 01	Phase 02	Phase 03
Team Leader - 01	Team Leader - 01	Engineering Assistants - 02
Engineer - 01	Engineer – 01	Motor Bikes - 02
Licensed Surveyor - 01	Quantity Surveyor/CAD Draftsman - 01	
	Engineering Assistants - 05	
	Office Space -01	
	4x4 cabs – 01	
	Motor Bikes - 05	

<sup>3</sup> CV and a certified copy of professional qualifications required

<sup>4</sup> The bidders are expected to identify the actual requirement. The team should have adequate designs and construction supervision experience among the proposed staff

**Lot 02 – Ratmale Cascade in Anuradapura District**

Phase 01	Phase 02	Phase 03
Team Leader - 01	Team Leader - 01	Engineering Assistants - 02
Engineer - 01	Engineer – 01	Motor Bikes - 02
Licensed Surveyor - 01	Quantity Surveyor/CAD Draftsman - 01	
	Engineering Assistants - 03	
	Office Space -01	
	4x4 cabs – 01	
	Motor Bikes - 03	

**Lot 03 - Kadawala Cascade in Puttalam and Kurunegala districts**

Phase 01	Phase 02	Phase 03
Team Leader - 01	Team Leader - 01	Engineering Assistants - 02
Engineer - 01	Engineer – 01	Motor Bikes - 02
Licensed Surveyor - 01	Quantity Surveyor/CAD Draftsman - 01	
	Engineering Assistants - 05	
	Office Space -01	
	4x4 cabs – 01	
	Motor Bikes - 05	

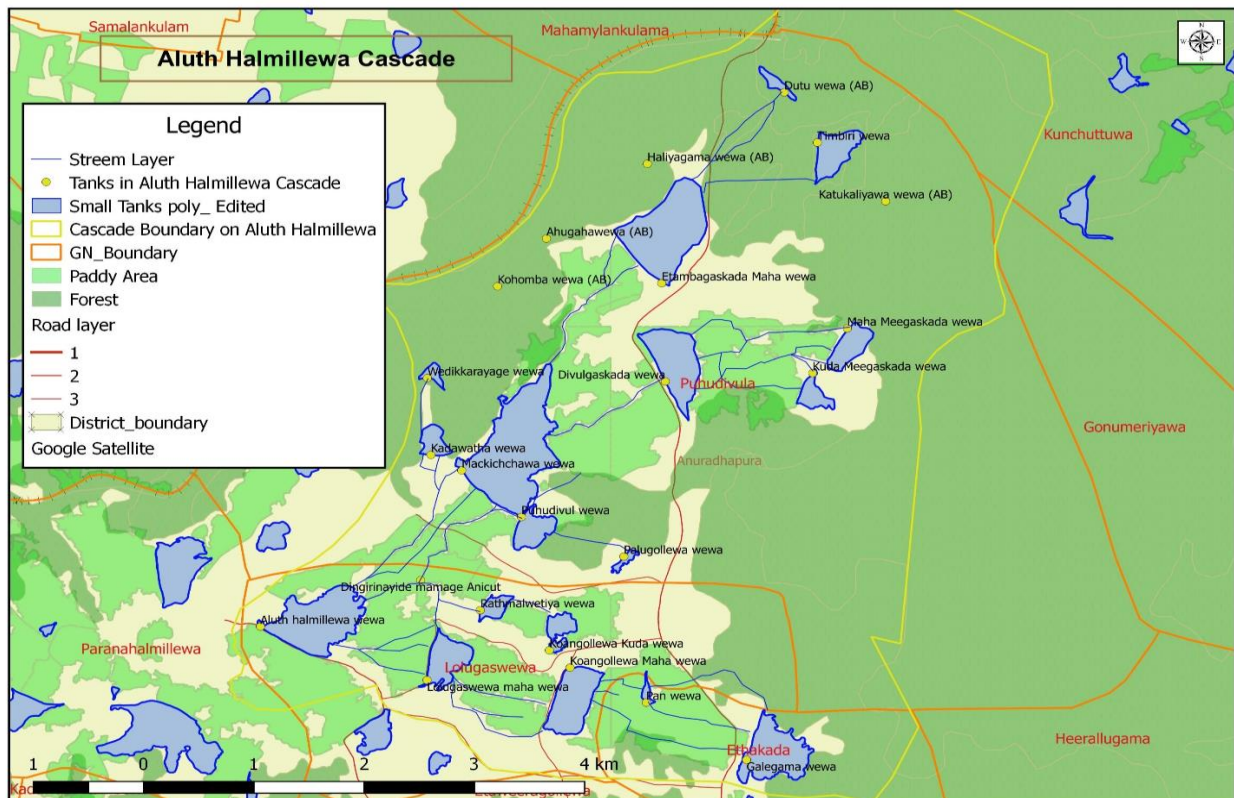
**H. FINANCIAL PROPOSAL**

As the number of Tanks, bund lengths etc. vary from cascade to cascade, the Consultant may submit the estimates as suggested in the **format in the Form G “Financial Proposal Form”**

Technical and financial proposals shall be submitted in two separate envelopes. The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. If the Financial Proposal is not submitted in a separate sealed envelope, this will constitute grounds for declaring the Proposal non-responsive.

## Lot 01 – Aluth Halmillewa Cascade Tank details

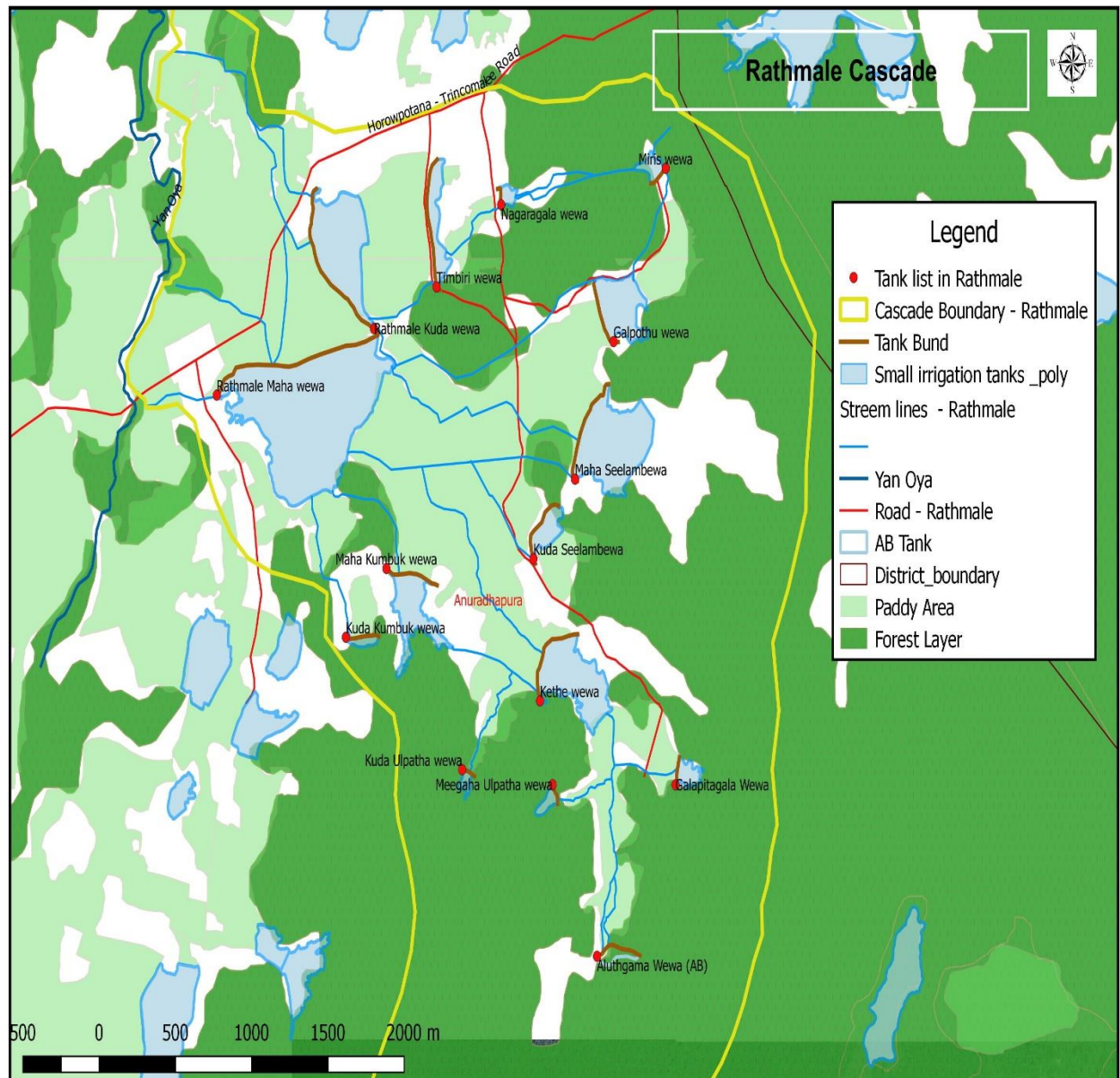
Annex 1. VIS in the Aluth Halmillewa Cascade								
District	DSD	ASC	Cascade Name	No. of VIS	Tank Name	GNDs Name	Longitude	Latitude
Anuradhapura	Medawachchiya	Eihakada	Aluth Halmillewa	1	Etambagaskada Maha wewa	Puhudivula	80.559826	8.677599
				2	Divulgaskada wewa	Puhudivula	80.560124	8.668737
				3	Puhudivul wewa	Puhudivula	80.548267	8.656502
				4	Kadawatha wewa	Puhudivula	80.540810	8.662114
				5	Aluth halmillewa wewa	Lolugaswewa	80.526754	8.646609
				6	Lolugaswewa maha wewa	Lolugaswewa	80.540486	8.641781
				7	Rathmahwetiya wewa	Lolugaswewa	80.544870	8.648094
				8	Koangollewa Kuda wewa	Lolugaswewa	80.550571	8.644476
				9	Koangollewa Maha wewa	Lolugaswewa	80.552276	8.642909
				10	Galgama wewa	Eihakada	80.567829	8.637842
				11	Pan wewa	Lolugaswewa	80.558367	8.641194
				12	Mackichchawa wewa	Puhudivula	80.543342	8.660709
				13	Wedikkarayage wewa	Puhudivula	80.540515	8.669034
				14	Palugollewa wewa	Puhudivula	80.556710	8.652936
				15	Maha Meegaskada wewa	Puhudivula	80.575124	8.673519
				16	Kuda Meegaskada wewa	Puhudivula	80.572274	8.669484
				17	Timbiri wewa	Puhudivula	80.572659	8.690293
				18	Dutu Wewa ( Forest Area)	Puhudivula	80.569937	8.694830
				19	Katukaliyawa Wewa (Forest Tank)	Puhudivula	80.574561	8.685368
				20	Haliyagama Wewa ( Forest Tank)	Puhudivula	80.558636	8.688438
				21	Ahugaha Wewa (Forest Tank)	Puhudivula	80.550331	8.681641
				22	Kohomba Wewa (Forest Tank)	Puhudivula	80.546247	8.677199
				23	Dingirinayide mamage Anicut	Lolugaswewa	80.539961	8.650803





## Lot 02 – Ratmale Cascade Tank Details

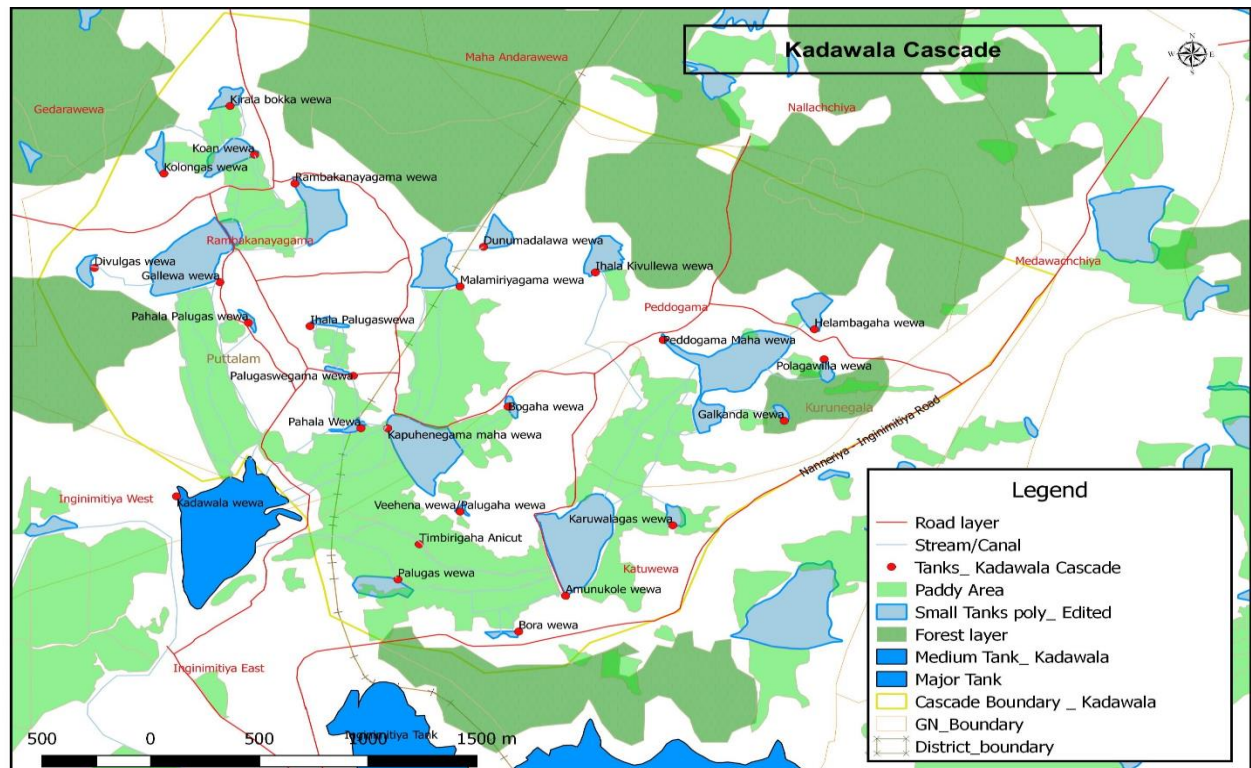
VIS list in Ratmale cascade								
River Basin - Yan Oya								
District	DSD	ASC	Cascade Name	No. of VIS	Tank Name	GNDs Name	Longitude	Latitude
Anuradhapura	Horowpotana	Horowpotana	Rathmale	1	Nagaragala wewa	Rathmale - 147	80.903130	8.585922
				2	Kuda Seelambewa wewa	Rathmale - 147	80.904855	8.571451
				3	Galapitagala wewa (Forest area)	Rathmale - 147	80.913810	8.561855
				4	Kethe wewa	Rathmale - 147	80.907710	8.567192
				5	Aluthgama wewa (Forest Area) (AB)	Rathmale - 147	80.909554	8.553757
				6	Meegaha Ulpatha wewa (Forest area)	Rathmale - 147	80.906504	8.560114
				7	Kuda Ulpath wewa (Forest Area)	Rathmale - 147	80.901208	8.561324
				8	Miris wewa (Forst area)	Rathmale - 147	80.912439	8.586679
				9	Maha Seelambewa wewa	Rathmale - 147	80.907570	8.573910
				10	Galpothu wewa	Rathmale - 147	80.908680	8.582183
				11	Timbiri wewa	Rathmale - 147	80.899302	8.582082
				12	Maha Kumbuk wewa	Rathmale - 147	80.896879	8.569754
				13	Kuda Kumbuk wewa	Rathmale - 147	80.894411	8.566966
				14	Rathmale kuda wewa	Rathmale - 147	80.893576	8.581807
				15	Rathmale Maha wewa	Rathmale - 147	80.887194	8.578316



## Lot 03 - Kadawala Cascade Tank Details

### 1. VIS in the Kadawala Cascade

ASC	Cascade Name	No. of VIS	Tank Name	GNDs Name	Longitude	Latitude
Mahananneriya	Kadawala	1	Amunukole wewa	Katuwewa	80.142978	7.963426
		2	Bora wewa		80.141019	7.961712
		3	Palugas wewa		80.135974	7.964205
		4	Timbirigaha Anicut		80.136869	7.965887
		5	Karuwalagas wewa		80.147455	7.966793
		6	Dunumadalawa wewa	Peddogama	80.139551	7.980114
		7	Malamiriyagama wewa		80.138572	7.978219
		8	Palugaswegama wewa		80.134110	7.973943
		9	Kapuhenegama maha wewa		80.135546	7.971436
		10	Veehena wewa/Palugaha wewa		80.138570	7.967450
		11	Bogaha wewa		80.140579	7.972472
		12	Peddogama Maha wewa		80.147052	7.975658
		13	Polagawilla wewa		80.153774	7.974737
		14	Helambagaha wewa		80.153371	7.976171
		15	Galkanda wewa		80.152108	7.971791
		16	Ihala Kivullewa wewa		80.144219	7.978890
		17	Pahala Wewa		80.134431	7.971436
Nawagatthegama	Kadawala	18	Ihala Palugaswewa	Rambakanayagama	80.132310	7.976319
		19	Gallewa wewa		80.128536	7.978424
		20	Rambakanayagama wewa		80.131676	7.983145
		21	Kirala bokka wewa		80.128966	7.986854
		22	Kolongas wewa		80.126201	7.983620
		23	Divulgas wewa		80.123300	7.979109
		24	Koan wewa		80.129990	7.984521
		25	Pahala Palugas wewa		80.129732	7.976482



## Section 6: Returnable Bidding Forms / Checklist

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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:

<b>Have you duly completed all the Returnable Bidding Forms?</b>	
▪ 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"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>

### Financial Proposal Envelope

**(Must be submitted in a separate sealed envelope)**

▪ 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

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



## 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]

<b>Name of leading partner</b>  (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
--	------------

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

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

Financial information (in LKR 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

<b>Name of Personnel</b>	[Insert]
<b>Position for this assignment</b>	[Insert]
<b>Nationality</b>	[Insert]
<b>Language proficiency</b>	[Insert]
<b>Education/ Qualifications</b>	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
<b>Professional certifications</b>	<i>[Provide details of professional certifications relevant to the scope of services]</i> <ul style="list-style-type: none"><li>▪ Name of institution: [Insert]</li><li>▪ Date of certification: [Insert]</li></ul>
<b>Employment Record/ Experience</b>	<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]
<b>References</b>	<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

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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 No. ....**

### 1. Staff

Position	No. of Personnel	Monthly Salary	No. of Man Months (months = 20 working days)			Total Cost LKR
			Phase 1	Phase 2	Phase 3	
Team Leader						
Engineers						
Licensed surveyor						
Quantity Surveyors/CAD Draughtsman						
Engineering Assistants						

### 2. Administration/ Overheads (specify, add rows as required)

Overheads	Unit	Unit Cost/LKR	Total Cost LKR
Office Space			
Others (Please specify)			

### 3. Other costs (specify, add rows as required)

Other Costs	Unit	Unit Cost/LKR	Total Cost LKR
Transportation cost (please provide detail breakdown)			
Soil testing (minimum 06 auger hole test per tank)			
Others (Please specify)			

#### 4. Provisional Sum <sup>5</sup>

	Cost LKR
Allowed (for soil testing of tank embankment during design stage and testing for quality control during construction )	1.50 million

#### 5. Contingencies - 5% of (1+2+3)

Contingencies	Cost LKR
<b>5% of (1+2+3) (for unforeseen activities which are not identified in TOR)</b>	
(Payments made subject to prior approval from PMU)	

#### 6. All-inclusive Cost

	Cost LKR
All-inclusive cost (1+2+3+4+5)	

**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. The final cost estimates and the payments will be subject to confirmed Preliminary Investigation Reports. 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 Deliverable/Activity

Deliverable	Activity description	Percentage from Total Contract value
Deliverable 1	Completion of surveys and investigations	30%
Deliverable 2	Submission of designs, estimates, BOQ and preparation of Government bidding documents	30%
Deliverable 3	Completion of 50% civil rehabilitation works by civil contractors	10%
Deliverable 4	Completion of civil works by civil contractors	20%
Deliverable 5	Completion of defect liability period	10%

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<sup>5</sup> Payments made subject to prior approval from 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.**

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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]*