

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No: SCDP/AFD/CS/03

**SELECTION OF INDIVIDUAL CONSULTANT FOR STORM WATER DRAINAGE
IN ANURADHAPURA INTEGRATED URBAN DEVELOPMENT PROJECT**

CLIENT: MINISTRY OF MEGAPOLIS & WESTERN DEVELOPMENT

COUNTRY: SRI LANKA

**PROJECT: STRATEGIC CITIES DEVELOPMENT PROJECT
CREDIT No: CLK 1009**

ISSUED ON: 31ST DECEMBER 2018

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1.0 Letter of Invitation

RFP No. SCDP/AFD/CS/03

Colombo

Date: December 28, 2018.

.....
.....

Dear Mr./Ms.:

1. The Ministry of Megapolis & Western Development (hereinafter called “Client”) has received financing from the Agence Française de Développement (the “Agency”) toward the cost of Strategic Cities Development Project. The Client intends to apply a portion of the proceeds of this financing to eligible payments under the contract for which this Request for Proposals is issued.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): Individual Consultancy Services for Storm Water Drainage for Anuradhapura Integrated Urban Development Project. More details on the Services are provided in the Terms of Reference (Section 5).
3. A Consultant shall be selected under the selection method based on quality (mostly Consultant’s qualifications). The candidate’s experience in Storm Water Drainage and his knowledge/skills in *technical expertise and experience of the same*, shall be a critical criterion in the selection. *[The maximum budget for those services is LKR 200,000.00]*
4. This Request for Proposals includes the following documents:
 - This Letter of Invitation;
 - The letter of Submission of the Proposal;
 - Technical Proposal;
 - Financial Proposal;
 - Terms of Reference;
 - Standard Form of Contract.
5. Please contact Assistant Project Director (Procurement-AIUDP) (tel:0112887320) for further details
6. Please inform us upon receipt
 - (a) That you received the request for Proposals; and
 - (b) Whether you will submit a proposal or not.
7. Your proposal shall comprise your Proposal Submission Form, a Technical Proposal (including curriculum vitae (CV)), a Financial Proposal net of taxes and the signed Statement of Integrity, and must be received at the following address Project Director, Strategic Cities Development Project, 4th floor, Sethsiripaya Stage 1, Battaramulla by **14th January 2019**. If necessary, you may request any clarification by sending an email to the same email address.

Yours sincerely,

Project Director
Strategic Cities Development Project
Ministry of Megapolis & Western Development
4th Floor, Sethsiripaya Stage 1
Battaramulla

2.0 Proposal Submission Form

[Location, Date]

To: *Project Director
Strategic Cities Development Project
Ministry of Megapolis & Western Development
4th Floor, Sethsiripaya Stage 1
Battaramulla]*

Dear Sir/ Madam,

I, the undersigned, offer to provide the consulting Services for *Individual Consultancy for Urban* as a Consultant in accordance with your Request for Proposal dated [Insert Date] and my attached Technical Proposal.

My Financial Proposal is for the amount of [Insert amount(s) and/or rate(s) in words and figures].....

This amount is exclusive of all taxes.

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

I remain,

Yours sincerely,

Name of the Consultant: _____

Signature of the Consultant: _____

Address: _____

3.0 Technical Proposal

Expert's Curriculum Vitae (CV)

Detailed and up-to-date CV(s) shall be provided.

4.0 Financial Proposal

	<i>Unit price:</i>	<i>Quantity</i>	<i>Total (tax excluded)</i>
<i>Remuneration</i>	<i>(fee net of taxes per day)</i>	<i>Minimum 5 days/ Maximum 15 days</i>	
<i>Other expenses</i>	<i>(Per filed visit - Lump sum amount)</i> <i>(The amount will be subject to negotiation with the client)</i>	<i>(to be specified if applicable)</i>	

Conditions for payment eligibility and price inclusions are:

On the submission of the Review Report on the due date as agreed, a meeting with the client shall be organized within 5 working days to obtain any clarifications required. The consultant is eligible to invoice after acceptance of the deliverables.

Consultant's signature: _____

Address: _____

5.0 Terms of Reference

1. Background

Strategic Cities Development Programme is a national level programme in the urban development sector presently working with World Bank, French Agency for Development and Asian Development Bank selecting strategic cities outside of the Western Province. Anuradhapura Integrated Urban Development Project (AIUDP) is implemented under this programme as one of the integrated urban development projects and the Credit Facility allocated by the AFD is US\$57.5 million. It is agreed that part of the proceeds of the credits will be invested under the consultancy contract on Detailed Design Study of Anuradhapura Integrated Urban Development Project.

2. Anuradhapura Integrated Urban Development Project (AIUDP)

The principle aim of the Anuradhapura Integrated Urban Development Project (AIUDP) is to include, balanced growth and co-development between the sacred and new town of Anuradhapura and through this, leverage the cultural heritage of the city, to become an economic driver.

The specific objectives of the Project are:

- Improvement of storm water management - Enhance Flood Risk Management through storm water drainage improvement
- Addressing urban mobility issues both in the town center & sacred city – Provision of infrastructure facilities for public transport improvement and traffic management.
- Urban Upgrading & Public Space enhancement – Strengthen the urban and heritage management practices along with the improvement in the tourist attraction in the Anuradhapura City.
- Institutional Capacity Building – for Urban Planning and Heritage Management.

The consultancy service contract of Detailed Design Study of Anuradhapura Integrated Urban Development Project (hereafter call “Consultancy Services”) has been awarded to SCE (France) JV Green Tech Consultants (Pvt.) Ltd (Sri Lanka) in order to implement the project interventions in the sectors of storm water management, mobility enhancement including the public transport and traffic management, development of public urban spaces and heritage valorization for tourism improvement.

3. Nature of Duties

The deliverables of the consultancy service will be reviewed by the Storm Water Drainage Specialist. Specific deliverables of the consultancy service which are relevant to the Storm Water Drainage Specialist are as follows:

- a. Storm-water Drainage Master Plan
- b. Feasibility Reports & Investment Plan pertaining to Storm Water Drainage Component
- c. Draft MOUs between MMWD and Asset owners pertaining to Storm Water Drainage Component
- d. Institutional Analysis Reports pertaining to Storm Water Drainage Component
- e. Capacity Building and Technical Assistant pertaining to Storm Water Drainage Component
- f. Detailed Engineering Designs pertaining to Storm Water Drainage Component
- g. Detailed Implementation Schedule pertaining to Storm Water Drainage Component
- h. Tender documents for Each of the civil works packages, Each of the Works Supervision Consultancy packages, Project implementation support and capacity building Consultancy package under Storm Water Drainage Component.

The Specialists will be expected to assess the overall impact of the designs/projects on the macro setup of the Cities as well as the details of each deliverable. The deliverables of the consultant need to be assessed independently in regards to several aspects:

- a. Applicability and application of theories, formulae, concepts applied in deliverables;
- b. Relevance and validity of information, data, and other used in in deliverables;
- c. Clarity, usability and comprehensiveness of figures, maps, charts, et c;
- d. Suitability, appropriateness, adequacy, practicality and sustainability of proposals for the purpose;
- e. Socio-economic, cultural and environmental compatibility;
- f. Effect of proposals on the macro framework of particular Cities and Sri Lanka by reviewing the proposals in a holistic manner;
- g. The possibility of human error on the part of the consultants.

4. Tasks and Duties of the Specialists

Tasks of the Storm Water Drainage Specialist will be to:

1. Verify the accuracy pertaining to technical aspects of the above Project Deliverables and suggest corrections;
2. Suggest and prepare appendages to qualify the technical aspects so as to cover any unverified aspect to the above deliverables;
3. Advise and assist the Project Director on any technical or scientific matter as required in regard to planning, design and implementation stage of the Project activities.

5. Qualifications for the Specialist

- 5.1 A bachelor's degree and a post graduate degree in relevance to the hydrology field
- 5.2 Full membership of recognize professional institute with a least 15 years post qualifying experience (if relevant)
- 5.3 Extensive experience in the planning, designing and implementations of storm water drainage, hydrology, flood controlling and storm water management related investments in urban areas.
- 5.4 A reputation in the field as a Specialist with exceptional professional abilities.
- 5.5 Previous experience in donor assistance project will be an advantage.

6. Reports and Time Schedule

Outputs of the Storm Water Drainage Specialist according to deliverables of the main consultancy contract are given below. The Specialist shall require to submit the review report/note within of one-week period. However, it is difficult to determine accurately the required man-days for each deliverable. Minimum number of man-days for the respective deliverables are given below and those are based only for the Detailed Design of AIUDP.

Task	Deliverable of the Consultancy contract	Output	Anticipated date of Deliverable	Number of Days for review.	Anticipated date of Specialist Output
<p>1. Verify the accuracy pertaining to technical aspects of the above Project Deliverables and suggest corrections;</p> <p>2. Suggest and prepare appendages to qualify the technical aspects so as to cover any unverified aspect to the above deliverables.</p> <p>3. Advise and assist the Project Director on any technical or scientific matter as required in regard to planning, design and implementation stage of the Project activities.</p>	Confirmed Activity: Storm-water Drainage Master Plan (Draft)	Review Note	January 12, 2019	5 working days	January 18, 2019
	Confirmed Activity: Storm-water Drainage Master Plan (Final)	Review Note	February 1, 2019	4 working days	February 6, 2019
	Optional Activity: Feasibility Reports & Investment Plan pertaining to Storm Water Drainage Component	Review Note for each package		5 working days	
	Optional Activity: Draft MOUs between PMU and Asset owners pertaining to Storm Water Drainage Component	Review Note		3 working days	
	Optional Activity: Institutional Analysis Reports pertaining to Storm Water Drainage Component	Review Note		3 working days	
	Optional Activity: Capacity Building and Technical Assistant pertaining to Storm Water Drainage Component	Review note for each package		3 working days	
	Optional Activity: Detailed Engineering Designs pertaining to Storm Water Drainage Component	Review Note		7 working days	
	Optional Activity: Detailed Implementation Schedule pertaining to Storm Water Drainage Component	Review note for each package		5 working days	
Optional Activity: Tender documents for Each of the civil works packages, Each of the Works Supervision Consultancy packages, Project implementation support and capacity building Consultancy package under Storm Water Drainage Component.	Review note for each package		7 working days		

Estimated Cost

Estimated cost for the above Specialist as follows.

Total Number Minimum Man-days required for the proposed activities	Confirmed Activities- 9 Optional Activities - 33
Average Remuneration (approximately) However, the financial proposal to be obtained from the Consultant	LKR
Total Cost for the Assignments	LKR
Total Cost for the Assignments in Euros (LKR 205 = 1 Euro)	

6.0 Standard Contract

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of the Services]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*; Telephone: _____, Email: _____.

BACKGROUND

The Agence Française de Développement (the “AFD”) and *[insert name of Client]* have signed a Financing Agreement for *[insert name of project]* (the “Project”).

The Client requires the Consultant to perform the Services described in Annex A as part of the implementation of the Project.

WHEREAS, the Client wishes to have the Consultant performing the Services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the Services and submit the reports specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
 - (ii) The Consultant shall mobilize the expertise and shall use the methodology specified in Annex B, “Technical Proposal of the Consultant”.
2. **Contract Period**

The Consultant shall perform the Services during the period commencing *[insert start date]* and ending on *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.
3. **Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits but excludes any tax obligation that may be imposed on the Consultant.
 - B. Payment modalities

The payment schedule and conditions are specified in Annex C.

Payments shall be made no later than 30 days following submission of original invoices in duplicate to the Coordinator designated in article 4 on the following bank account:

Bank account number:

Bank account's name:

4. Contract Administration

A. Coordinator

The Client designates Mr./Ms. *[insert name]* as Client's Coordinator; the Coordinator shall be responsible for the coordination of the Services under the Contract, for receiving and approving field visits request, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Reports

The reports listed in Annex A, "Terms of Reference and Scope of Services" shall be submitted as part of the Services, and will constitute the basis for payments to be made under article 3.

5. Performance Standard

The Consultant undertakes to perform the Services in compliance with the highest ethical and professional standards.

6. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any study, report or other output such as drawings, software or else, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant shall be disqualified from providing goods, works or non-consulting services resulting from or closely related to the Services.

9. Insurance

The Consultant will be responsible for subscribing to an appropriate insurance coverage.

10. Assignment

The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the laws of Sri Lanka, and the language of the Contract shall be the English language.

12. Termination

The contract may be terminated by the Client if the Consultant fails to perform the Services or fails to submit satisfactory reports as specified in Annex A. The termination shall be preceded by a 7 days' notice.

- 13. Dispute Resolution** Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.
- 14. Declaration of Integrity** The Consultant commits to comply with the requirements specified in the Declaration of Eligibility and Social and Environmental Responsibility, a signed copy of which is attached as Annex D.
- 15. Consultant's Status** If the Consultant has the status of an independent consultant, the Consultant shall not be deemed to be an employee of the Government of the Country of the Client or an employee of the Client by virtue of the Contract. The Consultant shall have no right to payments, allowances, compensation, pension or reimbursements of any kind, except as explicitly specified in the Contract.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

ANNEX A - Terms of Reference and Scope of the Services

[After negotiation with the consultant]

1. Background and justification of the Services;
2. Objectives of the Services;
3. Scope of the Services;
4. Reports to be submitted by the Consultant;
5. Consultant's required profile;
6. Time schedule of the Consultant Services.

ANNEX B - Consultant's Technical Proposal

[Insert here the Consultant's CV(s).]

ANNEX C - Payment Schedule and Modalities

[The following is provided as a sample provision. The payment schedule should be prepared specifically for each contract. Any tax obligations of the Consultant in the Country of the Client should be indicated explicitly.]

[Insert: The Contract is a lump-sum contract or The Contract is a unit price contract time-based remunerated]

[Insert here the Financial Proposal table resulting from price negotiation with the Consultant]

	<i>Unit price:</i>	<i>Quantity</i>	<i>Total (tax excluded)</i>
<i>Remuneration</i>	<i>(fee net of taxes per day)</i>	<i>Minimum 5 days/ Maximum 15 days</i>	
<i>Other expenses (Food & Lodging for field visit if applicable):</i>	<i>(Per filed visit - Lump sum amount as agreed with the client)</i>	<i>(Number of field visits agreed with the client)</i>	

Conditions for payment eligibility and price inclusions are:

On the submission of the Review Report on the due date as agreed, a meeting with the client shall be organized within 5 working days to obtain any clarifications required. The consultant is eligible to invoice after acceptance of the deliverables.

Payment schedule:

100% of the Contract Price including all expenses as given in the schedule shall be paid upon acceptance of the deliverable of the consultant.

For lump sum payment shall not exceed the maximum amount specified in the Contract

ANNEX D - Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the bid or proposal: **Individual Consultancy Service for Urban Drainage Specialist** (The "Contract")

To: **Strategic Cities Development Project** (The "Contracting Authority")

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
 - 2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2) Having been:
 - a. convicted within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
 - b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
 - c. convicted within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

- 2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
 - 2.6) Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debar> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
 - 2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
- 3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
 - 3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
 - 3.5) In the case of procurement of goods, works or plants:
 - i. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
 - ii. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
- 6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

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

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

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

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

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

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

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

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹: _____

Signature: _____ Dated: _____

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