

SELECTION OF TRAINING PROVIDER

REQUEST FOR PROPOSALS

RFP No. : CIDA/ADV/SS/Q/2018/85

Selection of Consulting Services

for

Delivering Overseas Trainer Training Programme for Training Officers and Demonstrators to in Construction Equipment Operator Training

Client: Construction Industry Development Authority

Issued To :
Issued Date :
Proposal No :
Non Refundable
Fee Receipt
Number & Date :
Supplies Officer :

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CONSTRUCTION INDUSTRY DEVELOPMENT AUTHORITY [CIDA]
(SUCCESSOR TO ICTAD)

**INVITATION OF PROPOSAL FOR THE PROVISION OF
OVERSEAS TRAINER TRAINING**

CIDA functioning under the purview of the Ministry of Housing and Construction is mandated to regulate register, formalize & standardize the activities of the Construction Industry in Sri Lanka. One of the major functions of CIDA is to build the capacities of Industry professionals, technicians and craftsmen. To undertake the above tasks, Capacity Development of its staff in terms of trainer-training is identified as a priority area.

The Chairman, CIDA invites proposals from prospective training providers from Overseas or accredited local agents for the provision of Trainer -Training Program for Training Officers and Demonstrators in the field of Construction Equipment Operator Training. Interested training providers should provide information such as their overseas training facilities, Brochures, Description of similar assignments, Experience, availability of adequately qualified trainers, etc. to prove that they have the required Capacity and facilities to deliver the expected outcome.

01. Prospective bidders may obtain bid documents from the Supplies Officer, Supplies Division, Construction Industry Development Authority, "Savsiripaya", 123, WijeramaMawatha, Colombo 07, Sri Lanka, from 09.00 hrs to 14.30 hrs on normal working days from 2018.07.24 till 2018.08.10
Tel.+94 11 2699801 ext. 214, Fax +94 11 2699738.
02. Interested International Training Providers may download the bid documents from the CIDA web site (www.cida.lk)
03. Interested bidders may obtain further clarification from:
 - a. Director (EMS), Tel: +94 11 269 6166, Fax: +94 11 269 6166 Email: dircetrac@gmail.com
Construction Industry Development Authority, "Savsiripaya", 123, WijeramaMawatha, Colombo 07.
04. Proposals should be addressed to the Chairman Procurement Committee, Construction Industry Development Authority, "Savsiripaya", 123, WijeramaMawatha, Colombo 07, Sri Lanka, either to be received under sealed cover by Registered Post, delivered by hand or by courier under sealed cover to the Supplies Officer, Supplies Division, at the above address, on or before 14.30 on 2018.08.13
05. The Sealed outer cover enclosing the original and duplicate in separate envelopes should be marked "PROPOSAL FOR PROVIDING TRAINER – TRAINING FOR CIDA" for respective categories on the upper left hand corner.
06. Proposals Will be opened immediately after the above closing time, in the presence of the bidders or their authorized representative in Sri Lanka nominated to attend at 14.30 hrs on 2018.08.13 at the office of Supplies Division, Construction Industry Development Authority, Savsiripaya, 123, WijeramaMawatha, Colombo 07, Sri Lanka.

The Chairman
Construction Industry Development Authority [CIDA]
"Savsiripaya", 123, Wijerama Mawatha,
Colombo 7, Sri Lanka.

Section 2

Instructions to Consultants and Data Sheet

A. General Provisions

1.0 Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Guidelines” means the policies of the Organization governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (e) “Consultant” means a legally-established professional firm or Training Provider, an entity that may provide or provides the Services to the Client under the Contract.
- (f) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (g) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (h) “Day” means a calendar day.
- (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub- consultant or Joint Venture member(s).
- (j) “Government” means the government of **Sri Lanka**.
- (k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the

performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.

- (m) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (n) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (p) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (q) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants,
- (r) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (s) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (t) "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2.0 Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant within Sri Lanka as specified in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the Training requirements and take them into account in preparing their proposals.
- 2.4 Eligibility of Consultants
 - a) Valid Business Registration
 - b) Experience in the field of Construction Equipment Repair, Maintenance and Training.
 - c) Experience in handling similar quality training
 - d) Capacity in International Cooperation for organizing construction equipment operator training.

B. Preparation of Proposals

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| 3.0 General Considerations | 3.1 In preparing the Proposal, the Consultant 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. |
| 4.0 Cost of Preparation of Proposal | 4.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant. |
| 5.0 Language | 5.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in English. |
| 6.0 Documents Comprising the Proposal | 6.1 The Proposal shall comprise the documents and forms listed in the Data Sheet . |
| 7.0 Proposal Validity | 7.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. |
| | 7.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. |
| | 7.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation. |
| (a) Extension of Validity Period | 7.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals validity. |
| | 7.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. |
| | 7.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated. |

(b) Substitution of Key Experts at Validity Extension	<p>7.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>7.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p>
(c) Sub-Contracting	<p>7.9 The Consultant shall not subcontract the whole of the Services.</p>
8.0 Clarification and Amendment of RFP	<p>8.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals" submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>8.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>8.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>8.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
9.0 Preparation of Proposals – Specific Considerations	<p>9.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>9.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a</p>

shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

9.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts time input (expressed in person-days) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

9.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

9.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

10.0 Technical Proposal Format and Content

10.1 The Technical Proposal shall not include any financial information. **A Technical Proposal containing material financial information shall be declared non-responsive.**

10.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

10.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

11.0 Financial Proposal

11.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

(a) Taxes

11.2 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**.

Information on taxes in the Client's country is provided in the **Data Sheet**.

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| (b) Currency Proposal | of 11.3 | The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet . If indicated in the Data Sheet , the portion of the price representing local cost shall be stated in the national currency. |
| (c) Currency Payment | of 11.4 | Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal. |

C. Submission, Opening and Evaluation

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| 12.0 Submission, Sealing, and Marking of Proposals | 12.1 | The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet , |
| | 12.2 | An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal. |
| | 12.2.1 | A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. |
| | 12.3 | Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. |
| | 12.4 | The signed Proposal shall be marked " ORIGINAL ", and its copies marked " COPY " as appropriate. The number of copies is indicated in the Data Sheet . All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. |
| | 12.5 | The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked " TECHNICAL PROPOSAL ", "[Name of the Assignment]" reference number, name and address of the Consultant, and with a warning " DO NOT OPEN UNTIL ". |

- 12.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”
- 12.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]”.
- 12.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 12.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

13.0 Confidentiality

- 13.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 13.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Organizations sanctions procedures.
- 13.3 Notwithstanding the above provisions, from the time of the Proposals opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any so only in writing matter related to the selection process, it should do so only in writing.

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| <p>14.0 Opening of Technical Proposals</p> | <p>14.1 The Client’s Opening committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 17 of the ITC.</p> <p>14.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p> |
| <p>15.0 Proposals Evaluation</p> | <p>15.1 Subject to provision of Clause 10.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is Concluded.</p> <p>15.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 7.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> |
| <p>16.0 Evaluation of Technical Proposals</p> | <p>16.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> |
| <p>17.0 Public Opening of Financial Proposals (FBS, methods)</p> | <p>17.1 After the technical evaluation is completed the Client shall notify those Consultants whose Proposals were considered non- responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating scores obtained for each criterion and sub-criterion) that their to the Consultant’s overall technical score, as well as Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The</p> |

Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

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| | 17.2 | The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals. |
| 18.0 | Correction of Errors | 18.1 Activities and items 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, and no corrections are made to the Financial Proposal. |
| 19.0 | Taxes | 19.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the Data Sheet . |
| 20.0 | Conversion to Single Currency | 20.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet . |
| 21.0 | Fixed-Budget Selection (FBS) | 21.1 In the case of FBS, those Proposals that exceed the budget indicated in Clause 9.1.4 of the Data Sheet shall be rejected. |
| | 21.2 | The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract. |

D. Negotiations and Award

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| 22.0 | Negotiations | 22.1 | The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. |
| | | 22.2 | The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative. |
| | (a) Availability of Key Experts | 22.3 | The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 7 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. |
| | | 22.4 | Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate. |
| | (b) Technical negotiations | 22.5 | The negotiations include discussions of the Terms of Reference (TORs), the proposed training methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the quality of the final product, its price, or the relevance of the initial evaluation be affected. |
| | (c) Financial negotiations | 22.6 | The negotiation include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract. |
| | | 22.7 | If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated. |
| 23.0 | Conclusion of Negotiations | 23.1 | The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative. |
| | | 23.2 | If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the |

Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

24.0 Award of Contract

24.1 After completing the negotiations the Client shall sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Consultants.

24.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Instructions to Consultants

E. Data Sheet

A. General

**ITC Clause
Reference**

1 (c) *Applicable Law in Sri Lanka.*

2.1 **Name of the Client: Construction Industry Development Authority**

Method of selection: Fixed Budget Selection method

Applicable Guidelines: National Procurement Guide Line of the Selection and Employment of Consultants, National Procurement Authority of Ministry of Finance, Sri Lanka.

2.2

Financial Proposal to be submitted together with Technical Proposal in separately sealed envelope :

Yes ☒ No ☐

The name of the assignment is: Delivering Overseas Trainer Training Programme for Training Officers and Demonstrators in Construction Equipment Operator Training

B. Preparation of Proposals

5.0 This RFP has been issued in the in the English language

6.1 All correspondence exchange shall be in The Proposal shall comprise the following:

For FULL TECHNICAL PROPOSAL (FTP):

1st Inner Envelope with the Technical Proposal:

- | | |
|-----|--|
| (1) | Power of Attorney to sign the Proposal |
| (2) | TECH-1 |
| (3) | TECH-2 |
| (4) | TECH-3 |
| (5) | TECH-4 |
| (6) | TECH-5 |
| (7) | TECH-6 |

AND

2nd Inner Envelope with the Financial Proposal (if applicable):

- | | |
|-----|--|
| (1) | FIN-1 |
| (2) | FIN-2 |
| (3) | FIN-3 |
| (4) | FIN-4 |
| (5) | Statement of Undertaking (if required under Data Sheet 10.2 below) |

7.9 **Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible**

Yes ☐ No ☒

7.1 **Proposals must remain valid for 91** calendar days after the proposal submission deadline (i.e., until: *[insert the date]*)

8.1 **Clarifications may be requested no later than 4 days prior to the submission deadline.**

The contact information for requesting clarifications is: 011 2686236, 011 2686092

Facsimile: 011 2699738 E-mail:

9.1 **Shortlisted Consultants may associate with**

(a) **other shortlisted Consultants:** Yes ☒ No ☐

9.1.4 Use for Fixed Budget method The total available budget for this Fixed-Budget assignment is:

LKR 5.0 Mn (inclusive of taxes). Proposals exceeding the total available budget will be rejected.

The format of the Technical Proposal to be submitted is:

- (1) *Cost of Travel (Return Air Tickets), Accommodation, Internal Transport and Travel Insurance.*
- (2) *VISA charges and Administration costs*
- (3) *Medical expenses*
- (4) *Meals and Refreshments*
- (5) *cost of any equipment required, operational cost and training materials to be provided by the Consultants;*
- (6) *Any Other costs / expenses*
[insert relevant type of expenses, if/as applicable]

11.3 **The Financial Proposal shall be stated in the following currencies:**

Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.

The Financial Proposal should state local costs in the Client's country currency (local currency):

Yes ☒ No ☐

C. Submission, Opening and Evaluation

12.1 **The Consultants shall not have the option of submitting their Proposals electronically.**

*[If “Yes”, insert: **The electronic submission procedures shall be: (Describe the submission procedure)***

12.4 **The Consultant must submit:**

(a) **Technical Proposal:** one original and 01 copy

(b) **Financial Proposal:** one original and 01 copy

12.9 **The Proposals must be submitted no later than:**

Date : Day/Month/Year

Time: 10.00 hrs Local time

[add translation of the warning marking [“Do not open....”] in English to the outer sealed envelope]

The Proposal submission address is: Supplies Division, Construction Industry Development Authority, 1st Floor, “Savsiripaya”, 123, Wijerama Mawatha, Colombo 07.

14.1 **An online option of the opening of the Technical Proposals is offered:**

Yes ☐ or No ☒

14.1 **The opening shall take place at:**

Supplies Office, of Construction Industry Development Authority, “Savsiripaya”, 123, Wijerama Mawatha, Colombo 07

Date: same as the submission deadline indicated in 12.9.

Time: 10.00hrs

14.2 In addition, the following information will be read aloud at the opening of the Technical Proposals

N/A

[insert “N/A” or state what additional information will be read out and recorded in the opening minutes]

16.1
(for FTP) **Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:**

Points

(i) Specific experience of the Consultant (as a firm) relevant to the Assignment: [0-10]

(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): [0-40]

{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}

(iii) Key Experts' qualifications and competence for the Assignment:
{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}

- (a) Position K-1: [Team Leader] [Insert Points]
(b) Position K-2:[Insert Position Title] [Insert Points]
(c) Position K-3 [Insert Position Title] [Insert Points]

Total points for criterion (iii): [0-30]

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

- (1) General qualifications (general education, training, and experience):
..... [weight 20 %]
(2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) :[weight 80 %]

Total weight: 100%

(iv) **Transfer of knowledge (training) program** (relevance of approach and methodology):

[normally, not to exceed 10 points]
Total points for criterion (iv): [0-10]

Participation by nationals among proposed Key Experts [0-10]
[not to exceed 10 points] [Sub-criteria shall not be provided. *Calculated as a ratio of the national Key Experts' time-input (in person-days) to the total number of Key Experts' time-input (in person-days) in the Consultant's Technical Proposal*]

Total points for the five criteria: 100

The minimum technical score (St) required to pass is: 50

17.1

An online option of the opening of the Financial Proposals is offered:

Yes ☐ No ☒

[If yes, insert "The online opening procedure shall be: [describe the procedure for online opening of Financial Proposals.]

19.1

For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices;

If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.

20.1

*** The Financial Proposal shall be submitted only in LKR.
The single currency for the conversion of all prices expressed in various currencies into a single one is: Sri Lankan Rupees**

The official source of the selling (exchange) rate is: Central Bank

The date of the exchange rate is: 28 days prior to the proposal submission deadline.

***In case of Foreign currency, following procedures will be followed for the conversion.**

D. Negotiations and Award

22.1

Expected date and address for contract negotiations:

Date: day/month/year

Address: Supplies Division, of Construction Industry Development Authority,
“Savsiripaya”, 123, Wijerama Mawatha, Colombo 07

24.1

The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:

www.cida.gov.lk / By post

The publication will be done within [Insert number of days) after the contract signing.

Expected date for the commencement of the Services:

Date: Will be Negotiated **at:** consultant’s training location.

Section 3

Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Check List of Required Forms

	FORM	DESCRIPTION	<i>Page Limit</i>
	TECH-1	Technical Proposal Submission Form.	
	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
	TECH-2	Consultant's Organization and Experience.	
	TECH-2A	A. Consultant's Organization	
	TECH-2B	B. Consultant's Experience	
	TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
	TECH-3A	A. On the Terms of Reference	
	TECH-3B	B. On the Counterpart Staff and Facilities	
	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
	TECH-5	Work Schedule and Planning for Deliverables	
	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

.....
{Location /Date}

.....
{Name and Address of the Client}

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Delivering Trainer Training for Training Officers and Demonstrators to Deliver High Quality Construction Equipment Operator Training** in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Fixed Budget selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”.*

{If the Consultant is a joint venture, insert the following:} We are submitting our Proposal a joint venture with: *{Insert a list with full name and the legal address of each member, and indicate the lead member}*. We have attached a copy *{insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”}* signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: *{Insert a list with full name and address of each Sub-consultant.}*

We hereby declare that:

- (a) 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 by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 7.1.
- (c) We have no conflict of interest.
- (d) We meet the eligibility requirements as stated in ITC Clause 2.4,

Except as stated in the Data Sheet, Clause 7.2, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the

(d) substitution of Key Experts for reasons other than those stated in ITC Clause 7 and ITC Clause 22.3 may lead to the termination of Contract negotiations.

(e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 24.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 5 years if any.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/ outputs	Name of Client & Country of Assignment	Role on the Assignment

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, data, background reports, etc., if any}

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the lecturing, practical and site visiting hours and staffing for training.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Modules to be covered by lecturing, practical sessions and site visits
- b) Work Plan
- c) Organization and Staffing }

a) **Technical Approach and Methodology.**{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for conducting the training, deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) **Work Plan.**{Please outline the schedule of the training(Time table) for the implementation of the main activities/tasks of the programme, their content and duration.

Organization and Staffing.{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }

FORM TECH-5 (FOR FTP AND STP)
WORK SCHEDULE AND PLANNING FOR DELIVERABLES

No	Deliverables (D-.....)	Days											
		1	2	3	4	5						n	Total
D -1	{e.g., Deliverable #1: Report A												
	Training Completion Report												
D-2													
n													

FORM TECH-6 (FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

No	Name	Expert's input (in person/Hrs) per each Deliverable (listed in TECH-5)							Total Time Input (in hrs)		
		Position		D-1	D-2	D-3	Home	Field	Total
KEY EXPERT											
K-1											
K-2											
K-3											
n											
								Sub Total			
NON KEY EXPERT											
N-2											
n											
								Sub Total			
								Total			

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

Full time input

Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: { List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained }

.....

.....

.....

Employment record relevant to the assignment: { Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment.

Period	Employing organization and your title/position Contact for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

.....

Language Skills (indicate only languages in which you can work):

.....

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert's contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{ day/month/year }

Name of Expert

Signature

Date

{ day/month/year }

Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date

Section 4

Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

.....
To: [Name and address of Client] {Location, Date}

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Delivering Trainer Training for Training Officers and Demonstrators to Deliver High Quality Construction Equipment Operator Training** in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert "including" or "excluding"] of all indirect local taxes in accordance with Clause 19.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 7.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

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

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

	Cost
Item	<i>{Insert Local Currency, if used and / or required 9.1.4 Data Sheet}</i>
Cost of the Financial Proposal Including:	
(1) Remuneration (2) Reimbursable	
<u>Total Cost of the Financial Proposal:</u> <i>{Should match the amount in Form FIN-1}</i>	
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded	
(i) {insert type of tax: e.g., VAT or Sales tax	
(ii) {e.g., income tax on non- resident experts}	
(iii) {insert type of tax}	
<u>Total Estimate for Indirect Local Tax:</u>	

Payments will be made in the currency(ies) expressed above (Reference to ITC

Section 5

Terms of Reference

CONSTRUCTION INDUSTRY DEVELOPMENT AUTHORITY (CIDA), SRI LANKA

Delivering Overseas Trainer Training for Training Officers and Demonstrators to Deliver High Quality Construction Equipment Operator Training

1.0 Background

Construction Industry Development Authority (CIDA) in Sri Lanka functioning under the Ministry of Housing and Construction is the apex government body in Sri Lanka to regularize, formulate and to develop the local construction industry in Sri Lanka.

CIDA is fully responsible and actively engaged in the development of manpower for the improvement of the efficiency and the productivity of the construction industry. It has already emphasized the training of construction equipment operators by its Operator Training Arm (OTC) and Construction Equipment Mechanics by Construction Equipment Training Centre, CETRAC to effectively handle the construction equipment in a productive manner, which has been imported to Sri Lanka over the years with the construction industry mechanization.

Institutional Functions:

- Increase the number of skillful workforce engaged in construction industry
- Construction manpower development and skill development in relevant field
- To cater to the emerging demand for the construction machine operators
- Reduce unemployment by improving employability armed with latest sophisticated technologies through training for the unemployed youth in Sri Lanka.
- To generate valuable foreign exchange for the country through meeting the demands of machine operators in overseas job market.
- To increase the investor confidence by providing skilled and trained manpower.
- To develop the skill level of the operators by proper assessment and recognition

The Trainers of the Institution comprise with Training Officers with Mechanical Engineering Diploma qualifications and the Demonstrators with National Vocational Qualifications of Level 3 and 4. The Construction equipment operator training programmes being conducted by CIDA have been organized to train the applicants by giving 40 hrs theoretical training by the Training Officers and the institutional practical training at the field with special attention to special techniques to operate the Construction Equipment by the Demonstrators.

Objective of the Training Programme Overseas

The main objective of this TOR is, “To obtain the services of the selected Training Provider to conduct high quality Trainer Training on training the operating and maintenance of construction equipment based on agreed curricula.

This training shall support CIDA to create

1. The background ensuring the competency development of the trainers geared to deliver the planned training and implement development plans for their continuous upgrading.
2. A student centered innovative, dynamic and flexible working and learning environment within the institutions

3.0 Target Participants

The participants for the Trainer training will be 5 Training Officers and 15 Demonstrators of the Operator Training College of CIDA.

4.0 Scope of Work

The training providers will be responsible for overall management and coordination for the training. More in specific, the selected service providers will:

- Conduct the training program in a training facility located overseas.
- Use their equipment for effective conduct the programme according to the agreed curricular.
- The training programme shall be conducted in English medium.
- Provide sufficient resource persons for the delivery of the programme as per agreed curricula and quality standards
- Make available necessary venue, tools and equipment for the conduct of training and the accommodation facilities in hotels for the participants for the training.
- Submit the training completion report and the attendance records for finalizing the training programme.

5.0 Modules of the Training

The main expected topics of the training are:

- General Awareness of the structure and the function of construction equipment and the usage of it
- Maintenance of the plants and machinery general awareness
 - * Maintenance of major components
 - * Simple Troubleshooting
 - * Awareness on Advanced troubleshooting
 - * Testing and adjusting

- Training methodologies, Training Objectives Identification, Lesson Plans and Practical Sessions Organizing
- Field visit to a construction equipment manufacturing plant or any other suitable place to get a foreign exposure seeing manufacturing, assembling or testing and checking of Equipment.

6.0 Duration of the Training

The Training Period shall be minimum 3 days.