**27 March 2024**

**Request for Proposals for**

**Individual Transport Consultant for the Project SUMART (Sustainable Urban Mobility and Reliable Transport)**

**PART 1 – INTRODUCTION AND OVERVIEW OF THE ASSIGNMENT**

**1.1 Introduction of AFD**

The Agence Française de Développement (AFD) is a public body, owned by the Government of France, and is the main operator of France’s development assistance working towards the achievement of the Sustainable Development Goals (SDGs). The AFD Group comprises of AFD (finances public sector), Proparco (finances private sector) and Expertise France (technical operator). Established in Türkiye since 2004 (20 years), the total commitments in the country cumulatively stand at approximately 2 Billion EUR (loans and grants). In Türkiye, AFD extends concessional loans to the central and local authorities of Türkiye for projects in forestry management, protection of biodiversity, sustainable urban mobility, water and sanitation. AFD also extends credit lines to public banks for the attainment of Sustainable Development Goals. Proparco in Türkiye has activities targeting local commercial banks and private companies, in form of either equity or loans.

**1.2 Overview of services**

AFD Türkiye is now seeking a qualified individual consultant who is an expert in sustainable urban mobility (the Consultant). The role of the Consultant will be to support the implementation of the SUMART Project (the Project), (15M€ EU grant and 200M€ AFD loan) and to disseminate the know-how of the Mobilize Your City (MYC) initiative to Turkish municipalities.

The role will involve working closely with AFD’s Agency in Ankara, the Project’s primary beneficiary ILBANK, and the Project’s final beneficiaries, i.e., municipalities. Through their role in the dissemination of MYC in Türkiye, the Consultant will also support the other grant beneficiary of the Project, i.e. TBB (Union of Municipalities of Türkiye).

The duty station for this assignment is the **AFD Office in Ankara.** Frequent travel to the project cities, and occasional travel to Europe (including MYC office in Brussels) will be required.

The Consultant will report to the AFD Ankara Agency. Day-to-day, the Consultant will work closely with AFD Ankara Agency, ILBANK, and municipalities of Türkiye.

TheConsultant will work full-time on an average of 223 days / year during the duration of the project, i.e. 6 years (if the contract is renewed). An extension of up to 12 months is possible.

**PART 2 – INSTRUCTIONS TO INDIVIDUAL CONSULTANTS AND EVALUATION OF PROPOSALS**

**2.1 Application documents:**

Your proposal **must** include the following documents;

* Technical proposal (see detailed content in 2.2)
* Current tax compliance certificate
* Copy of Registration certificate from governing authority/body (where applicable)
* Signed Statement of Integrity (see Annex II)

**2.2 Structure / Content of Proposals:**

1. Your proposal will include a **technical proposal which will comprise:**

* A cover letter demonstrating your suitability for the role
* An updated curriculum vitae (CV)
* An indicative financial proposal (it will not be subject to evaluation)

**2.3 Evaluation of proposals**

Proposals will be evaluated according to quality-based selection, using the following weighted evaluation criteria:

|  |  |
| --- | --- |
| **Criteria** | **Weighting** |
| 1. ***Technical evaluation*** | ***100%*** |
| *1.1 Previous relevant experience* | *70 pts* |
| *1.2 Qualifications* | *10 pts* |
| *1.3 Understanding of the assignment & motivation* | *20 pts* |

Proposals that do not meet the minimum technical score of **60** (out of 100) will be eliminated. Retained candidates will be invited to an interview (may be face to face or online) before final selection.

**2.4 Negotiation and award of contract**

After reviewing the proposals, AFD reserves the right to enter into negotiations with all or some candidates that submitted the most attractive proposals based on the criteria and weighting defined above. AFD also reserves the right to award the contract based on the initial proposals, without negotiation.

Where applicable, as part of these negotiations, the selected consultants may be invited as many times as necessary by AFD, under strict conditions of fairness, to clarify, supplement or modify their proposal without making any material changes to the specifications.

**3.0 Submission of proposals**

Proposals must be submitted by **Wednesday 8th May 2024 by 12 noon (Türkiye time)** in soft copy to the following email addresses:

Yonca MORALI, Project Manager, AFD Türkiye: [**moraliy@afd.fr**](mailto:kohlerg@afd.fr)

AFD Ankara generic email address: [**afd\_ankara@afd.fr**](mailto:afd_ankara@afd.fr)

**PART 3 – TERMS OF REFERENCE OF THE ASSIGNMENT**

**Annex 1 – Statement of Integrity, Eligibility and Environmental and Social Responsibility**

Reference name of the Bid/Proposal/Contract signed[[1]](#footnote-1) (the **“Contract”**)

To: (the **“Contracting Authority”**)

1. We recognize and accept that Agence Française de Développement (“**AFD**”) only finances the projects of the Contracting Authority subject to its own conditions, as set out in the Financing Agreement that directly or indirectly binds it to the Contracting Authority. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the Contract. Consequently, no legal exists between AFD and our company, our joint venture, and our subcontractors. The Contracting Authority may also mean the Client, Employer or Purchaser, as the case may be, for the procurement of works, goods, plants, equipment, consulting services , or non-consulting services.
2. We hereby certify that neither we, nor any person acting on our behalf,[[2]](#footnote-2) nor any of the members of our joint venture, nor any of our subcontractors, 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, or being in any analogous situation arising from any similar procedure;

2.2 Having been, within the past five years, subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution[[3]](#footnote-3) having notably an extinctive effect on public action, either (i) in the country where we are constituted, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution, or (v) pronounced by a competent authority in France, for:

1. Prohibited Practices, as defined in Article 6.1 below, or for any other offence committed in the context of the procurement or performance of a Contract (in the event of such sanction, conviction or non-court resolution, we may attach additional information to this Statement of Integrity, such as a compliance program, showing that we (or the person acting on our behalf, the member of our joint venture, or our subcontractor) consider that this sanction, judgement or non-court resolution is not relevant in the context of the Contract, where applicable);
2. Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;
3. Having created an entity in a different jurisdiction (i) with the the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction of its registered office, central administration or principal place of business, or (ii) for being an entity created with the intention of avoiding such obligations;

2.3 Having been subject within the past five years to a Contract termination fully settled against us for significant or persistent breach of our contractual obligations during the performance of the Contract, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.4 Having been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010[[4]](#footnote-4) (in the event of such ineligibility, we may attach additional information to this Statement of Integrity showing that we consider that such ineligibility is not relevant in the context of the Contract, where applicable);

2.5 Not having fulfilled our fiscal obligations relating to the payments of our taxes or social contributions in accordance with the legal provisions of our country of incorporation or of the country of the Contracting Authority;

2.6 Having created falsified documents or committed misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.

1. We hereby certify that neither we, nor any party acting on our behalf[[5]](#footnote-5), nor any members of our joint venture, nor any of our subcontractors, nor any of our direct or indirect shareholders, nor any of our subsidiaries acting with our knowledge or consent:
   1. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **individual sanctions** **measures** adopted by the United Nations, the European Union and/or France;
   2. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **sectoral sanctions** **measures** adopted by the United Nations, the European Union and/or France;
   3. Are ineligible for the implementation of the Project owing to any other international sanctions measures pronounced by the United Nations, the European Union or France.
2. We hereby certify that neither we, nor any party acting on our behalf,2 nor any of the members of our joint venture, nor any of our subcontractors, are [nor have been *(in the case of refinancing for a Contract already awarded)*] in any of the following situations of conflict of interest:

4.1 Being a shareholder controlling the Contracting Authority or a subsidiary controlled by the Contracting Authority, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.

4.2 Having business or family relations with a member of the Contracting Authority’s services involved in the procurement process or the supervision of the resulting Contract, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

4.3 Controlling or being controlled by another applicant, bidder or consultant, or being under common with another applicant, bidder or consultant, receiving subsidies from another applicant, bidder or consultant, or granting subsidies to another applicant, bidder or consultant, directly or indirectly, having the same legal representative as another applicant, bidder or consultant, maintaining direct or indirect contacts with another applicant, bidder or consultant allowing us to (i) have given and/or give access to information contained in our respective applications, bids or proposals likely to distort competition (ii) influence them, or (iii) influence the decisions of the Contracting Authority;

4.4 Being engaged for a consulting services mission which, by its nature, is or may be in conflict with the mission envisaged for the Contracting Authority;

4.5 Having prepared ourselves, being or having been associated with a natural or legal person who has prepared, specifications, terms of reference or other documents that have been used for the procurement process in question, and that contain provisions likely to favor an application, bid or proposal;

4.6 Having or having had access to, having prepared ourselves, being or having been associated with a natural or legal person who has or has had access to or prepared, specifications, plans, calculations, studies, or other documents that have not been communicated to all the applicants, bidders or consultants in the context of the present procurement procedure, and which thereby confer us an unfair competitive advantage;

4.7 In the case of a procurement procedure for works, plants, equipment or goods, having been selected ourselves or proposed to be selected (or any of our subsidiary companies having been or being proposed to be selected) to carry out supervision or inspection of the services in the context of this Contract.

1. If we are a state-owned entity or a public enterprise, to participate in a competitive procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
2. In the context of the procurement and performance of the Contract:

6.1 Neither we, nor any party acting on our behalf,2 nor any members of our joint venture, nor any of our subcontractors, have committed or shall commit a Prohibited Practice as defined in the document entitled “AFD Group’s Policy to Prevent and Combat Prohibited Practices” available on AFD’s Website.[[6]](#footnote-6)

6.2 Neither we, nor or any party acting on our behalf,2 nor any members of our joint venture, nor any of our subcontractors, shall acquire or provide [have acquired or provided *(in the case of refinancing for a Contract already awarded)*] in sectors subject to an embargo by the United Nations, the European Union or France.

1. We hereby undertake to, and we undertake to ensure that any party acting on our behalf,2 any members of our joint venture, and any of our subcontractors undertake to:

7.1 Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the Contract.

7.2 Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.

7.3 Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.

7.4 Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.

7.5 Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.

1. We, any party acting on our behalf,2 the members of our joint venture, our subcontractors, our direct or indirect shareholders, and our subsidiaries, authorize AFD to conduct investigations and, in particular, inspect the documents and accounting records relating to the procurement and performance of the Contract, including, but not limited to, our internal processes and rules related to the respect of international sanctions pronounced by the United Nations, the European Union and/or France, and to have them verified auditors appointed by AFD.
2. We declare that we have paid, or that we shall pay, the commissions, benefits, fees, gratuities or charges relating to the procurement procedure or the performance of the Contract to the following third party/parties (for example, an intermediary/agent)(\*):

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of beneficiary** | **Contact details** | **Purpose** | **Amount (indicate the currency)** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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(\*): If no amount has been paid or is to be paid, indicate “None”.

1. We undertake to promptly inform the Contracting Authority, which shall inform AFD, of any change of circumstance regarding the sections above, including in case of any sanctions or embargo measures adopted by the United Nations, the European Union and/or France, after we have signed the present Statement.

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of:[[7]](#footnote-7)

Signature:

Dated:

1. In the case of a Contract already signed to be refinanced. [↑](#footnote-ref-1)
2. Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees, or agents (be them declared or not). [↑](#footnote-ref-2)
3. Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Recognition of Guilt (CPRC), a negotiated resolution agreement, or any other similar form of transaction terminating criminal proceedings. [↑](#footnote-ref-3)
4. World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank, and European Bank for Reconstruction and Development. [↑](#footnote-ref-4)
5. Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees or agents (be them declared or not). [↑](#footnote-ref-5)
6. For informational purposes, this policy can be accessed *via* the following link: <https://www.afd.fr/en/combating-corruption>. [↑](#footnote-ref-6)
7. In the case of a joint venture, insert the name of the joint venture. The person signing the bid, proposal or application on behalf of the bidder, consultant or applicant, shall attach a power of attorney from such bidder, consultant or applicant. [↑](#footnote-ref-7)