



C.M.A.A

REQUEST FOR PROPOSAL

RFP No: 006/CMAA/PLN/CFR/2017

For

Pailin Land Release Project

Letter of Invitation

Date: 11, September 2017

Dear Sir/Madam,


Subject: RFP for 2017 Pailin Land Release Project under Clearing for Results (CFR).

1. You are requested to submit a proposal for the above project, as per enclosed Statement of Work (SOW) in Annex III.
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract (Annex II)
 - iii. Statement of Work (SOW) (Annex III)
 - iv. Proposal Submission Form (Annex IV)
 - v. Price Schedule (Annex V)
 - vi. Audit Terms of Reference (TOR) (Annex VI)
 - vii. Standard Form of Contract (Annex VII)
 - viii. List of Minefields for Preparing project work plan (Annex VIII)(Annex VIII to be provided by CMAA website: www.cmaa.gov.kh)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **24 October 2017** before **15:00, local time, Cambodia. Submission of bids to the CMAA Procurement Unit is possible at any time during working hours.**

CMAA, St 273 Corner 516, Sangkat Toul Sangker, Khan Russey Keo, Phnom Penh

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.



Yours Sincerely; 
Ly Thuch
Senior Minister
Secretary General
CMAA

Instructions to Offerors

A. Introduction

1. General

The CMAA is seeking suitably qualified CMAA-accredited operators to conduct **Pailin Land Release Project** as per Statement of Work (SOW) attached in Annex- III.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the CMAA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the CMAA in writing to procurement@cmaa.gov.kh. The CMAA will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than **25 September 2017**. Written copies of the CMAA's response (including an explanation of the query but without identifying the source of inquiry) will be sent by email to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the CMAA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the CMAA may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the CMAA shall be written in the English language. Any printed literature furnished by the Offeror may be written in another

language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8, 9 and 10;

8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the CMAA.

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specifications by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

Technical and Financial proposals must be submitted in separate sealed envelopes. Operational and Technical Parts of the Proposal that contain any pricing information whatsoever on the services offered will be rejected. Pricing information shall be separated and only contained in the appropriate prices schedule.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in US dollars.

11. Period of validity of proposals

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by the CMAA, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the CMAA on the grounds that it is non-responsive.

In exceptional circumstances, the CMAA may solicit the Offeror’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each “Original Proposal” and “Copy of Proposal” as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or person duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

13. Payment

UNDP shall effect payments to the Service Provider after acceptance by UNDP of the invoices submitted by the Service Provider to the CMAA, upon achievement of the corresponding milestones.

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –

Procurement Unit, CMAA, St 273 Corner 516, Sangkat Toul Sangker, Khan Toul Kork, Phnom Penh

and,

- marked with –

“RFP: (insert project name)”

- (b) **Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.**

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the CMAA will not assume responsibility for the Proposal’s misplacement or premature opening.

Appendix A and B should be provided in hard and soft copy (Excel format) without any restriction to the manipulation of data. In the event of any discrepancy between the soft and hard copy, the hard copy shall govern.

15. Deadline for submission of proposals

Proposals must be received by the CMAA at the address specified under clause *Sealing and marking of Proposals* no later than 15:00 PM local time on **24 October 2017**.

The CMAA may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the CMAA and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the CMAA after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the CMAA prior to the deadline prescribed for submission of Proposals.

The Offeror’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by email but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

18. Opening of proposals

The CMAA will open the Proposals in the presence of a Committee formed by the Secretary General of the CMAA. The committee shall include members from UNDP as Observers.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the CMAA may at its discretion, ask the Offeror for clarification of its Proposal by the email or/and phone. The request for clarification and the response shall be provided over the phone with the response then also sent in writing and no change in price or substance of the Proposal shall be sought, offered or permitted. If deemed necessary, the committee can invite the Offeror to a meeting to clarify.

20. Preliminary examination

The CMAA will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the CMAA will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The CMAA's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the CMAA and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation of proposals

Quality and Cost Based Selection method with a weight of 70%:30% is applied for this evaluation. A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Statement of Work.

The evaluation of technical proposal is in accordance with the following criteria:

- Responsiveness of proposed work plan and approach
- Composition of teams (the experience.....)
- Organization capability in Cambodia

In the Second Stage, CMAA will evaluate the proposed price and as a result CMAA will evaluate which Offeror/s will be contracted subject to available funding.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Offeror Entity				
				A	B	C	D	E
1.	Expertise of organization	25%	250					
2.	Proposed Work Plan and	75%	750					
Total			1000					

The Technical Proposal Evaluation

Forms are: Form **1**: Expertise of organization

Form **2**: Proposed Work Plan and Approach

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

Technical Proposal Evaluation Form 1: Expertise of organization submitting proposal		Points obtainable
1.1	Litigation and Arbitration history of the organization	50
1.2	Experience of the organization (General Organisational Capability, size of the organisation, strength of project management support e.g. project financing capacity and project management controls)	100
1.3	Current capacity of the organization to undertake this project	100
Total Form 1		250

Technical Proposal Evaluation Form 2: Proposed Work Plan and Approach		Points obtainable
2.1	Does the offeror understand the SOW and demonstrate that in their proposal?	100
2.2	Have the land release methods (NTS, TS, clearance) been considered in applying to the minefields?	250

2.3	Does the proposal provide confidence that quality management issues will be addressed timely and effectively?	150
2.4	Does the proposal provide sufficient evidence that it can achieve the proposed targets?	100
2.5	Has the offeror understood the requirement for accurate and timely reporting to the CMAA?	50
2.6	Have gender and environmental issues been considered in the proposal?	50
2.7	Is the information presented in the proposal clear and well organized?	50
Total Form 2		750

Financial Evaluation Criteria

Proposal will receive the maximum score of 1,000 points. The score for each other Financial Proposal is inversely proportional to its cost per square meter and will be computed as follows:

$$S_f = 1,000 \times F_m /$$

F where:

S_f is the score of the Financial Proposal being evaluated,

F_m is the cost per square meter of the lowest priced (per square meter) Financial Proposal,

F is the cost per square meter of the Financial Proposal under consideration. Cost per square meter = Total cost of the proposal/ Total number of square meter offered in the proposal

Total Score

Total score of the proposal is a sum of technical score and financial score using the abovementioned weight:

$$\text{Total score of the proposal} = (\text{technical score} \times 70\%) + (\text{financial score} \times 30\%)$$

F. Award of Contract

22. Award criteria, award of contract

The CMAA reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the CMAA's action.

Prior to expiration of the period of proposal validity and subject to available funding, the CMAA will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the CMAA and activity concerned.

23. CMAA's right to vary requirements at time of award

The CMAA reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions. The CMAA recognizes that there may be the requirement to further negotiate costs should the variation in the quantity of services and goods be major.

24. Signing of the contract

Within 7 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the CMAA.

General Conditions of Contract

1. LEGAL STATUS

The Service Provider shall be considered as having the legal status of an independent Service Provider vis-à-vis CMAA. The Service Provider's personnel shall not be considered in any respect as being the employees or agents of the CMAA or the UNDP.

2. SOURCE OF INSTRUCTIONS

The Service Provider shall neither seek nor accept instructions from any authority external to CMAA in connection with the performance of its services under this Contract. The Service Provider shall refrain from any action which may adversely affect the CMAA and shall fulfill its commitments with the fullest regard to the interests of the CMAA.

3. SERVICE PROVIDER'S RESPONSIBILITY FOR EMPLOYEES

The Service Provider shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Service Provider shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Service Provider's rights, claims or obligations under this Contract except with the prior written consent of the CMAA.

5. SUB-CONTRACTING

There shall be no sub-contracting accepted.

6. OFFICIALS NOT TO BENEFIT

The Service Provider warrants that no official of the CMAA has received or will be offered by the Service Provider any direct or indirect benefit arising from this Contract or the award thereof. The Service Provider agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, CMAA, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service Provider's employees, officers or agents, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Service Provider, its employees, officers, agents and servants. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Service Provider shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment acquired under this Contract.
- 8.2 The Service Provider shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Service Provider shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Service Provider or its agents, servants, employees performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- (i) Name CMAA as additional insured;
 - (ii) Include a waiver of subrogation of the Service Provider's rights to the insurance carrier against CMAA;
 - (iii) Provide that CMAA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Service Provider shall, upon request, provide CMAA with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

The Service Provider shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the CMAA against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Service Provider.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by the CMAA shall rest with the CMAA and any such equipment shall be returned to the CMAA at the conclusion of this Contract. Such equipment, when returned to the CMAA, shall be in the same condition as when delivered to the Service Provider, subject to normal wear and tear. The Service Provider shall be liable to compensate the CMAA for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

The CMAA shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the CMAA's request, the Service Provider shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the CMAA in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE CMAA

The Service Provider shall not advertise or otherwise make public the fact that it is a Service Provider with CMAA, nor shall the Service Provider, in any manner whatsoever use the name, emblem or official seal of the CMAA, or any abbreviation of the CMAA in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 With the exception of documents and information covered in CMAS, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Service Provider under this Contract shall be the property of the CMAA, shall be treated as confidential and shall be delivered only to CMAA authorized officials on completion of work under this Contract.
- 13.2 The Service Provider may not communicate at any time to any other person, Government or authority external to the CMAA, any information known to it by reason of its association with CMAA which has not been made public except with the authorization of CMAA; nor shall the Service Provider at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Service Provider shall give notice and full particulars in writing to the CMAA, of such occurrence or change if the Service Provider is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Service Provider shall also notify CMAA of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Service Provider to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, CMAA shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Service Provider of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.3 If the Service Provider is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, CMAA shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 CMAA reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Service Provider, in which case CMAA shall reimburse the Service Provider for all reasonable costs incurred by the Service Provider prior to receipt of the notice of termination.
- 15.3 In the event of any termination by CMAA under this Article, no payment shall be due from CMAA/UNDP to the Service Provider except for work and services satisfactorily

performed in conformity with the express terms of this Contract. The Service Provider shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

- 15.4 Should the Service Provider be adjudged bankrupt, or be liquidated or become insolvent, or should the Service Provider make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Service Provider, CMAA may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Service Provider shall immediately inform CMAA of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

Both parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof.

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration at a hearing in the presence of the Clearing for Results Project Board. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17 TAXES

The Contractor authorizes the CMAA to deduct from the Contractor's invoice any amount representing taxes (excepting personal income tax), duties or charges, unless the Contractor has consulted with the CMAA before the payment thereof and CMAA has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide CMAA with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

18 CHILDLABOUR

- 18.1 The Service Provider represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

- 18.2 Any breach of this representation and warranty shall entitle CMAA to terminate this Contract immediately upon notice to the Service Provider, at no cost to the CMAA.

19. MINES

- 19.1 The Service Provider represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in

Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

19.2 Any breach of this representation and warranty shall entitle CMAA to terminate this Contract immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind of CMAA.

20. OBSERVANCE OF THE LAW

The Service Provider shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

21. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Service Provider shall be valid and enforceable against CMAA unless provided by an amendment to this Contract signed by the authorized official of the CMAA.

22. LANGUAGE OF THE CONTRACT

The official language of the Contract and that of annexes and documents relating to the Contract will be English.

**Statement of Work
Pailin Land Release Project
Duration from 01 December 2017 to 30
April 2018**

Annex III

Introduction

1. The Cambodian Mine Action and Victim Assistance Authority (CMAA) is seeking innovative proposals to deliver a land release contract in Pailin province from 01 December 2017 to 30 April 2018 (5 months).
2. The term “land release” refers to methods and techniques used to release land contaminated by landmines and/or possible explosive remnants of war through non-technical survey, technical survey and/or full clearance as defined in the Cambodian Mine Action Standards (CMAS).
3. This tender is under the Clearing for Results III (CfRIII) (2016-2019) managed by CMAA with advisory support from UNDP Cambodia. CfRIII aims to release minefields located in priority/target villages in Battambang, Banteay Meanchey and Pailin provinces through competitive tendering to provide CMAA with management and oversight of clearance resources within Cambodia as well as ensuring effectiveness, value for money and transparency.
4. The minefield list included under this tender is composed of minefields prioritized by the affected communities through the Mine Action Planning Units (MAPU) planning and prioritization process to contribute to the achievement of the National Mine Action Strategy and for human development.
5. Demining operators accredited and licensed by CMAA are eligible to participate in the bidding for this contract.
6. CMAA Proposal Evaluation Committee (PEC) is responsible for opening and evaluating the proposals and submitting the evaluation minutes to the CMAA Procurement Review Committee (PRC). PRC’s decision is final and no correspondence or appeal shall be entered into.

Aim

7. The purpose of this tender is to seek innovative yet proven solutions in the operational context of Cambodia, maximizing the use of the available funds to release as much land as possible from the minefield list included as part of this tender through non-technical survey, technical survey and/or full clearance.

Contract location

8. The target location of this contract is in CfRIII target villages in Pailin province.

Duration

9. The duration of this contract is 5 months from 01 December 2017 to 30 April 2018, subject to funding availability and Contractor performance.

Budget

10. The maximum budget available for is contract is **US\$305,885**
11. The bidder shall ensure that their financial proposal does not exceed the maximum budget available for this contract.

Contract requirements

12. This contract intends to release as much land as possible from the attached minefield list (Annex IX) through non-technical survey, technical survey and/or full clearance as defined in CMAS.
13. Bidders shall provide detailed descriptions in the technical proposal on how they will approach the minefield list based on funds available for this contract.
14. Bidders shall include a detailed clearance/land release work plan. Bidder should understand that they are not automatically expected to prepare the work plan using all the minefields from the minefield list, but to prepare the work plan to match their capacity and maximum budget available for this contract.
15. Bidders shall include in their detailed clearance/land release work plan a list of reserved tasks. Reserved tasks shall be 10 or more of the entire work plan measured in square meters. Areas of reserved tasks are not counted as clearance/land release output in evaluation of proposal. Any reserved task shall not have part of its area included in the work plan.
16. Detailed clearance/land release work plan that contains minefield not included in the attached minefield list (Annex VIII) will not be considered and the proposal rejected.
17. Should the minefield list (Annex VIII) have a lesser area (square meters) than the capacity of the bidder to clear/release, the bidder should immediately notify CMAA. CMAA will then provide additional minefields to match the bidder's capacity.
18. Clearance/land release work plan shall be developed based on the format provided at Appendix A. On award of contract, it implies that the work plan is approved.
19. Should the Contractor complete tasks in the work plan before the end of the contract period, the Contractor shall select minefields from the reserved tasks to include in the work plan. The Contractor shall inform the CfRIII Project Manager immediately to secure approval in writing to the revised work plan.
20. The Contractor shall ensure that the approved work plan is completed by the end of the contract date. Should the Contractor realize that the work plan will not be achieved by the end of the contract period, the Contractor should inform the CfRIII Project Manager in writing immediately. In this situation, the Contractor shall provide additional assets at its own cost to complete the approved work plan by the end of the contract period.
21. Should any change to the work plan be required due to force majeure, the Contractor shall obtain approval from the CfRIII Project Manager in writing before any changes are implemented. Any change implemented without approval from the CfRIII Project Manager could result in warning or termination of the contract, based on the severity.

22. No team covered by this contract shall be funded by any other donor or institution throughout the contract period. No team covered by this contract is to be deployed outside the scope of this contract. Any double payment occurring within this contract shall be subject to the cancellation of the contract.
23. The bidder is not allowed to include in the proposal any team(s) that are not directly involved in clearing/releasing land and disposing of mines and ERW. Any proposal that includes such teams will be rejected.
24. The contract shall have three distinct phases and shall be clearly articulated in the technical proposal:
- a. **Mobilization.** Mobilization shall be a maximum of 10 working days allowing the Contractor sufficient time to ensure that they can start the contract in accordance with the work plan. It allows time to conduct any maintenance on equipment as well as conduct any necessary refresher training and site reconnaissance.
 - b. **Implementation.** The number of working days defined by the Contractor not including mobilization, demobilization, public holidays and week-ends. Each working day should be spent on tasks in the work plan.
 - c. **Demobilization.** Demobilization is a maximum of 10 working days and it allows for the completion of administration and outstanding paperwork. If there is maintenance requirement, it can be conducted during this period. This demobilization period may be reduced if the Contractor can complete the demobilization lesser than 10 working days.
25. Each technical proposal shall follow the following structure:

SECTION 1: About bidder and understanding of SOW

- a. **Description of the organization** and an outline of experience (last five years) on mine clearance contract of a similar nature.
- b. **Understanding of the requirements outlined in the tender.** This should include but not limited to key assumptions of the bidder regarding the scope of the statement of work.

SECTION 2: About approach to clear/release land

- c. **Proposed technical approach** in which your organization would respond to the SOW. Provide full information on how you will release minefields in the minefield list, including the technical approach, strategy and techniques that your organization will use to effectively deliver the anticipated tasks.
- d. **Comprehensive contract implementation plan,** including mobilization, implementation and demobilization periods. **Include working days each month** for the entire contract period.
- e. **Equipment to be used under the contract** shall be included under this section. The equipment list must include a detailed description of all items, year of manufacture and quantity in tabular form. **Include equipment to be procured (please indicate as such).** Please do not provide any price information in the equipment list in your technical proposal. Note that the **suitability of the equipment** you are proposing shall be graded accordingly during the evaluation of your proposal.

- f. **Internal quality assurance and quality control measures** as well as corrective action measures and cooperation with CMAA quality management teams.
- g. **Cooperation with MAPU.**
- h. **Involvement of communities in land release and handover of minefields.**
- i. **Environmental protection and sustainability and gender consideration** in your approach to the extent possible and develop a plan for implementing sustainable operating practices in your proposal. This includes, but is not limited to, adhering to international standards, applying an environmental management system to the operations, providing a planned approach to mitigate negative environmental impacts during the delivery of the contract, amongst others. You are encouraged to include ways to use innovative approaches in your operations.
- j. **Sexual exploitation.**

SECTION 3: About assets, output and supports

- k. **Type, number and structure of teams** deployed under this contract.
- l. **Overall output and expected productivity per team.**
- m. **Command, control and monitoring of teams** deployed under this contract.
- n. **Medical support and evacuation.**
- o. **Staff insurance and third party liability.**

Staff

- 26. The Contractor shall ensure their staffs have the relevant qualifications and experience in delivering the contract.
- 27. The Contractor shall comply with local laws and regulations and is responsible for all personnel administration of all staff members employed under this contract.

Training

- 28. The contract has a mobilization period. Any refresher training required shall occur within this period. CfRIII recognizes that any teams offered are licensed and therefore, should only require minimum refresher training to fulfill their tasks under this contract.
- 29. Recognizing the importance of demining activity, Contractor teams deployed under this contract are allowed to undertake training or refresher training for a maximum period of five working days throughout the duration of this contract.
- 30. The contract budget shall not be used to fund any trial activities.

Supervision

- 31. The Contractor shall provide appropriate and suitable on site supervision at each task site in accordance with CMAS and their approved SOP.
- 32. The Contractor shall appoint a focal point for the contract. In the event of multiple contracts being awarded under CfRIII, it may be feasible to have a single focal point. The CfRIII focal point shall be the CfRIII Project Manager. The Contractor shall fully cooperate with the CfRIII Project Manager on all matters related to this contract.

Working Days

33. The Contractor shall provide the working calendar for the entire duration of the contract, stating working days and number of working days each month. The Contractor teams shall be expected to work according to the working calendar.
34. Variations to the working calendar shall obtain prior approval in writing from the CfRIII Project Manager. Any variations without approval from the CfRIII Project Manager can result in the issuance of a warning or termination of the contract based on the severity.

Medical Support and evacuation

35. The Contractor shall be responsible for medical and casualty evacuation of personnel deployed under this contract.
36. All casualty evacuation shall be in compliance with CMAS and casualty evacuation drills shall be regularly rehearsed and understood by all personnel deployed under this contract.

Staff insurance and third-party liability

37. The Contractor shall provide staff insurance in full compliance with applicable national legislation, local labour laws and regulations and/or CMAS.
38. The Contractor shall provide for any third-party liability as required by applicable national legislation, local labour laws and regulations and/or CMAS.

Standards Applicable

39. The Contractor, once awarded, shall adhere to CMAS for all activities implemented under this contract. Should the Contractor revise their approved Standard Operating Procedures (SOPs), the Contractor shall submit the revised SOPs to CMAA for review and clearance prior to continuing operations.
40. Failure to comply may result in delayed accreditation which could ultimately affect the start of operations. The cost of this delay will be borne by the Contractor on a pro rata basis for every day delayed in submitting the revised SOPs.
41. During the contract period, CMAA may request the Contractor to amend their SOPs to conform with any changes to the CMAS. If this occurs, it is recognized that there may be a requirement to further negotiate the contract budget to comply with these changes.

Quality Management Requirements

42. The Contractor will be required to implement an internal Quality Management System across the complete spectrum of their operations.
43. The Contractor shall conduct internal quality assurance on each licensed asset/team of the organization.
44. The internal quality assurance and quality control mechanisms are to be clearly stated as part of the technical proposal and this is to include how this is to be conducted, achieved and the resources to be utilized.

45. CMAA shall conduct external quality assurance at regular intervals and/or as practical to ensure compliance with CMAS and the Contractor's SOP, to ensure that the aforementioned quality management system is being implemented, adhered to and used correctly.

Monitoring

46. The Contractor shall be monitored against contract delivery using the parameters of the contract monitoring tool. This tool will incorporate information that includes the following:
- a. Planned outputs compared with actual outputs.
 - b. Number of NCRs and repeat NCRs.
 - c. Timeliness and accuracy of reporting.
47. On a quarterly basis performance of the Contractor shall be reviewed by the CfRIII Project Manager and appropriate action taken if required. Monitoring scoring matrix is provided at Appendix C.
48. When requested, the Contractor shall make available all documentation related to operational and quality assurance activities to the CfRIII Project Manager within five working days after being requested.

Reporting

49. The Contractor shall ensure that all required data on released land is correctly entered into the IMSMA database and shared with the CMAA Database Unit within five weeks of the land being released. Late action on this can lead to warnings or lead to termination of contract based on severity.
50. The Contractor shall report on a **monthly** basis, within two weeks after the month's end, to the CfRIII Project Manager, progress against the work plan. Monthly reports are submitted through email in electronic copy according to the templates to be provided by the CfRIII Project Manager before the first monthly report due date.
51. The Contractor shall also provide written comments on how it has rectified any cases of major and critical nonconformance identified through the quality management process. These shall be provided on occurrence to the CfRIII Project Manager.
52. The Contractor is required to submit **quarterly** reports to the CfRIII Project Manager within one month after the quarter end date. Accepted quarterly reports will lead to the release of the next payment. The template of the quarterly report will be provided to the Contractor within the first month of the contract's implementation. Failure to meet this requirement may result in CMAA withholding payment or cancelling this contract.
53. The Contractor is required to submit a **final** report to the CfRIII Project Manager within one month after the contract end date. Failure to meet this reporting deadline may result in CMAA withholding or cancelling the last payment. The final report template will be provided to the Contractor within the first three months of the contract.

Visibility and field visits

54. The Contractor is required to erect weather proof clearance signboards within three weeks after completing clearance on a minefield. The costs of the signboards shall be included in the financial proposal. The Contractor shall obtain from the CfRIII Project Manager a sample of the signboard.
55. The Contractor shall facilitate field visits of CMAA/UNDP CfRIII Project team as well as field visits by donors and consultants. The Contractor is required to provide full cooperation to ensure the success of visits.
56. Email or phone calls should be considered as an official means of communication between the CfRIII Project Manager and the Contractor's focal person to facilitate such visits outlined above.

International Travel

57. There is no entitlement to international travel under this contract.

Equipment

58. Any non-expendable equipment procured out of the contract budget shall remain the property of CfRIII. Non-expendable equipment is defined as those items that have a purchase value over US\$1,000 and an anticipated serviceable life of at least three years and special items such as computers, communication equipment (VHF, HF), specialize equipment (such as PPE, detectors etc.), security related equipment. Low value items that are below the above threshold and not included in the above list should not be considered as non-expendable equipment.

Contractor's Responsibility for Equipment

59. The Contractor shall be responsible for the following:
 - a. No contract equipment shall be used for work outside the scope of this contract,
 - b. The day to day management, routine maintenance as prescribed in the service manual of the equipment, and security of the stores and equipment issued to the Contractor,
 - c. The security of equipment while being used by the Contractor or stored in premises controlled by the Contractor,
 - d. The provision of all user-maintenance, in accordance with the manufacturers' maintenance manual, on the equipment,
 - e. Reporting and investigating on all equipment lost or damaged under its control,
 - f. Providing training as appropriate and certifying Contractor as competent to be operating the equipment,
 - g. Ensuring equipment is operated with due care and with consideration for the safety of the Contractor and others in the vicinity of the equipment,
 - h. Providing training to logistical staff in the management of equipment and stores. Handing and taking over between logistical personnel is to be done which will include a 100% stocktaking, and
 - i. Facilitate accident/incident investigations conducted by the CMAA team.

Equipment Loss and Damage

60. Contractor is responsible for the submission of loss and damage reports for equipment lost or damaged while under its control. Should negligence be the cause of the loss or damage to equipment provided for the Contractor use, the Contractor shall be required to reimburse the CfRIII project at the replacement value of the item plus freight and insurance.

Sub-contracting

61. The Contractor shall not be allowed to sub-contract the entirety or part of the contract.

Gender

62. Bidders should provide a description of the steps undertaken to promote gender mainstreaming in operations, as well as steps to include obtaining information and views from women, girls, boys, and men in survey and clearance activities. The bidder should also adhere to the Cambodian Gender Mainstreaming in Mine Action Plan (GMAP) and the “UN Gender Guidelines for Mine Action Programmes.” Please read/review full text of the UN Gender Guidelines for Mine Action Programmes on the following website: <http://www.mineaction.org/sites/default/files/publications/MA-Guidelines-WEB.pdf>.

Sexual Exploitation

63. Bidders should provide in the Technical Proposal a description of the steps they will undertake to prevent sexual exploitation or abuse of anyone by it or by any of its personnel or any other persons who may be engaged to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of the age of majority or consent, shall constitute the sexual exploitation and abuse of such person.

Environment protection

64. Bidders shall provide in the technical proposal a description of the steps they will undertake to apply an environmental management system in their operations, providing a planned approach to mitigate negative environmental impacts during the delivery of the contract, amongst others.
65. The Contractor shall ensure that appropriate and sufficient field toilets are available for deminers’ use at the demining site and accommodation site. Toilets should be constructed appropriately and away from water sources and houses.

Financials and Payment

66. No contract funds shall be used for work outside the scope of this contract.
67. The agreed cost per team as per the proposal provided by the Contractor, attached as Appendix B, is to be followed. No variations to cost shall be accepted without prior consultation with the CfRIII Project Manager. The total price of the contract shall not exceed the maximum budget available for this contract as mentioned above.
68. Payment schedule shall be based on Appendix D:
- a. On signature of contract—US \$10,000,
 - b. On completion of mobilization—total contract cost less a and c,

- c. Final payment on completion of contract work, successful performance and acceptance of contract final/completion report by the CMAA—US \$40,000.

69. Payment shall be made within 30 days of CMAA accepting and approving reports from the Contractor.

Audit

70. The CMAA reserves the right at its own discretion to order an audit of the Contractor's Financial Report of the CMAA funded contract in accordance with Annex VI. The CMAA will inform the Contractor at least 15 working days prior to the start of the audit. The audit firm will be hired by the CMAA and the audit cost will be covered by the CfRIII.

Division of Responsibilities

Activity	CMAA	Contractor
1. Coordination of tasking	x	
2. Conduct of external quality assurance of Contractor field activities	x	
3. Coordination of visits by project team, donors and consultants etc.	x	
4. Provision of office facilities		x
5. Accommodation for Contractor operational staff		x
6. Provision of all equipment to carry out/ meet Contractor's obligations		x
7. Management of equipment		x
8. Repair and maintenance of equipment		x
9. Provision of explosives needed to dispose of items found on minefields		x
10. Responsibility for providing national operational and support staff as specified in the proposal		x
11. Provision of food for personnel deployed under this contract		x
12. Training of field and office staff		x
13. Supervision and internal QA of operations		x
14. Provision of communications for demining operations		x
15. Personnel administration to include pay, insurance, leave, movement		x
16. Payment of operating costs directly related to the Contractors internal administration.		x
17. Provision of Medical and Casevac Support to operations		x
18. Provision of medical evacuation for personnel deployed under this contract		x
19. Provision of insurance (medial and life insurance) for personnel deployed under this contract and third party		
20. Local and international procurement		x
21. Movement of equipment procured by Contractor to inside Cambodia		x
22. Daily transportation within Cambodia of personnel and equipment deployed under this contract		x
23. Installation of clearance signboard at minefields		x

Appendices:

- A. Work Plan Template
- B. Cost per Team
- C. Monitoring Scoring Matrix
- D. Payment Schedule

Appendix A
Work Plan Template

Minefield Information									Planned Clearance				Actual Clearance														
S.N	BLS ID	Land Class	BLS size (m²)	Requested size (m²)	Village	Commune	District	Prov	Team ID	Ops start date	Ops end date	Ops days	Team ID	Ops start date	Suspension start date	Suspension end date	Ops end date	Ops days	APM	ATM	ERW	IPM	C1 area (m²)		C2 area (m²)		
																							Cancel	Reclaim	System	Target	Full cover
1																											
2																											
3																											
4																											
5																											
6																											
7																											

- Minefield completed before reporting period
- Minefield completed during reporting period
- Minefield suspended
- Minefield ongoing

Reserved minefields

Minefield Information									Planned Clearance				Actual Clearance														
S.N	BLS ID	Land Class	BLS size (m²)	Requested size (m²)	Village	Commune	District	Prov	Team ID	Ops start date	Ops end date	Ops days	Team ID	Ops start date	Suspension start date	Suspension end date	Ops end date	Ops days	APM	ATM	ERW	IPM	C1 area (m²)		C2 area (m²)		
																							Cancel	Reclaim	System	Target	Full cover
1																											
2																											
3																											
4																											

			Planned Post-Clearance Land Use (m²)														Beneficiaries (BEN) for Resettle and Agriculture					Beneficiaries (BEN) for infrastructures and Others					
C3 area Clear (m²)	Total area (C1+C2+C3) (m²)	Handover date	Agriculture	Resettle	Road/ bridge	Risk Reduction	Irrigation	Pond/well	Pagoda	Health center	School	Admin office	Commercial land	Tourist site	Temple/ historical site	Others	No. of Family	No. of People	No. of Male	No. of Female	No. of PWD	No. of Family	No. of People	No. of Male	No. of Female	No. of PWD	No. of Student

			Planned Post-Clearance Land Use (m²)														Beneficiaries (BEN) for Resettle and Agriculture					Beneficiaries (BEN) for infrastructures and Others					
C3 area Clear (m²)	Total area (C1+C2+C3) (m²)	Handover date	Agriculture	Resettle	Road/ bridge	Risk Reduction	Irrigation	Pond/well	Pagoda	Health center	School	Admin office	Commercial land	Tourist site	Temple/ historical site	Others	No. of Family	No. of People	No. of Male	No. of Female	No. of PWD	No. of Family	No. of People	No. of Male	No. of Female	No. of PWD	No. of Student

Appendix B: Cost per team




Cost breakdown per team

Description	Unit	Cost	Monthly cost	Total cost
Staff				
(by position)				
Equipment				
Technical equipment *				
Uniforms				
Vehicles				
Operating costs				
Fuel				
Equipment maintenance				
Expendable items				
Vehicle maintenance				
Insurance				
Management cost (%)				
Total				

* Detailed breakdown must be provided for all new technical equipment purchases

Appendix C: Monitoring scoring tool

This monitoring scoring tool will be used to score quarterly progress reports operator submitted to CMAA on a quarterly basis.

Criteria	Scoring	Scoring instruction	Action
Quarterly performance rating (actual output/planned output)	100	80% to 120%	No
	75	60% to 79% or 121%-140%	Sound justification from operator needed. If necessary, call for meeting with the operator
	50	50% to 59% or 141%-150%	Notify operator's management
	25	Below 50% or above 150%	Consider cancellation of contract
Accumulative performance rating (actual output/planned output)	100	80% to 120%	No
	75	70% to 79% or 121%-130%	Notify operator's management
	50	Below 70% or above 130%	Consider cancellation of contract
Number of critical non-conformity reported in the reporting period	100	0	No
	75	1	Sound justification from operator needed
	50	2	Notify operator's management
	25	3 and more	Consider cancellation of contract
Number of major non-conformity reported in the reporting period	100	0	No
	75	1 to 2	Sound justification from operator needed
	50	3 to 4	Notify operator's management
	25	More than 4	Consider cancellation of contract
Submission of quarterly reports	100	Before or on deadline	No
	75	Within one week later	Sound justification from operator needed.
	50	Within two weeks later	Notify operator's management
	25	More than two week later	Consider cancellation of contract
Total score	375-500		No
	250-374		Call for meeting with operator or notify operator's management
	150-249		Consider cancellation of contract

Appendix D: Payment schedule

PAYMENT SCHEDULE FOR LAND RELEASE PROJECT (1 December 2017 - 30 April 2018)

Team ID	5 Months					Total Value
	Dec	Jan	Feb	Mar	Apr	Total Cost (USD)
Total	Dec-Apr					\$

No	Payment schedule	Amount
A	On signature of contract	\$10,000
B	On completion of mobilization—total contract cost less A and B,	\$
E	Final payment on completion of contract work, successful performance and acceptance of contract final/completion report by the CMAA	\$40,000
Total contract value		\$

Annex IV

Dear Sir / Madam,

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day /month of year

Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

29

[Please insert the company letter-head]

Annex V

PRICE SCHEDULE

The Service Provider is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be inclusive of taxes.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

The format shown on the following pages should be strictly used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

	Unit	Cost	Monthly Cost	Total Cost
Staff				
(By position by team)				
Equipment **				
PPE				
Detector				
Vehicles				
Operating Costs (provide detail)				
Fuel				
Equipment Maintenance				
Medical				
Uniforms				
Insurance				
Medical/Casevac				
Accommodation/Per diem				
Management Cost (%)				
TOTAL				

** Detailed breakdown must be provided for all new technical equipment purchases

NOTE: WHEN SUBMITTING YOUR BID DOCUMENTS, PLEASE CAREFULLY PLACE THE TECHNICAL AND FINANCIAL PROPOSALS IN SEPARATE ENVELOPES. CMAA WILL NOT BE ABLE TO CONSIDER BIDS THAT CONTAIN THE TECHNICAL AND FINANCIAL PROPOSALS IN ONE ENVELOPE, AND/OR BIDS OF WHICH THE OPERATIONAL AND TECHNICAL PART CONTAINS ANY PRICING INFORMATION WHATSOEVER ON THE SERVICES OFFERED.

AUDIT TERMS OF REFERENCE

Objective of audit

The objective of auditing the Service Providers is to enable auditors to give an opinion on the Service Provider's financial report for the CMAA projects. Thus the audit is:

- To review the systems and procedures surrounding the CMAA funded project expenditures
- To review the appropriateness of the accounting policies and procedures used in the preparation of financial statements and ensure compliance thereof,
- To assess the adequacy and effectiveness of internal controls,
- To review budgets and examine the allocation of funds as budgeted

The audit should thus provide reasonable assurance that the financial report gives a true and fair view and has been prepared in accordance with relevant accounting, reporting and other requirements, as outlined in the contract signed between the Service Provider and the CMAA.

Responsibilities of Service Providers

The management of the Service Provider is responsible for ensuring that proper accounting records are maintained for preparing the financial report, and for making available to the auditors, as and when required, all accounting records and other relevant records and related information. The responsibility for safeguarding the assets of the Project and for the prevention and detection of fraud, error and non-compliance with the Project contract agreement rests with the Service Provider.

Responsibilities of Auditors

The auditors will endeavor to plan their audit so that they have a reasonable expectation of detecting material misstatement in the financial statements and accounting records (including those resulting from fraud, error or non-compliance with the contract/project Agreement). ***The auditors are to provide the CMAA with a general outline of his or her methodology.*** This may include the proposed analysis and review of internal controls and the extent to which these controls lead to reliance on Contractor administration and financial systems to produce accurate reports. Thus, the auditors will have the responsibility to report on whether, in their opinion, the financial report gives a true and fair view and whether the financial report has been properly prepared in accordance with the accounting policies and other requirements of the service the Service Provider is contracted for. In arriving at the opinion the auditors are required to consider the following issues, and to report on any aspects with which they are not satisfied:

- Whether proper accounting records have been kept and adequate information has been received from field, Phnom Penh and Head quarter office (in case of an international Organisation) relating to international procurement, DSA for expats etc) not visited by the auditors.
- Whether the financial report presented is in agreement with the accounting records and other relevant data.
- Whether all the information and explanations which the auditors consider necessary for the purpose of the audit have been obtained.

Scope of the Audit

The audit should be conducted in accordance with generally accepted auditing standards (GAAS) or International Standards on audit (ISA) and will include, as the auditors consider necessary, tests of transactions and of the existence, ownership and valuation of assets and liabilities.

Finance

- The auditor will provide an opinion as to the overall financial situation of the project for the period and will certify:
 - The signed financial report for the period from 01 Dec 2017 to 30 Apr 2018.
 - The cash position (under-spent or overspent) reported by the projects as at 30 Apr 2018; and
- The auditors will expect to obtain sufficient and appropriate evidence to enable them to draw reasonable conclusion there from. This would involve an assessment of:
 - The accounting records maintained, which normally includes: a general ledger accounting system; bank statements and reconciliations; cash book; and, petty cash book.
 - The budgetary control system: to ascertain the adequacy of the budgetary control system to monitor actual expenditure against budget on a regular basis; to determine that disbursements are in accordance with budgetary provisions, and that overspent of budget lines above 10% have been properly authorized.
 - The internal control system, including approval and control of documents in the expenditure cycle: adequate segregation of duties; maintaining and reviewing of control accounts and trial balances; the performance of reconciliations.
 - The cut-off procedures in Project periods to ensure that only actual disbursements are recorded in the financial report and that no advances were charged as expenditure, that any receivables and payables are disclosed.
 - The audit work shall cover all cash funds held by the project and review procedures for safeguarding of cash.

Human resources

The audit work shall cover the competitiveness, transparency and effectiveness of the recruitment and hiring of personnel and include performance appraisal, attendance control, calculation of salaries and entitlements, payroll preparation and payment, and management of personnel records.

Procurement

The audit work shall cover the competitiveness, transparency and effectiveness of the procurement activities of the project in order to ensure that the equipment and services purchased meet the requirement of the Service Provider and the CMAA and include assessment of the following:

- As applicable, delegations of authorities, procurement thresholds, call for bids and proposals, evaluation of bids and proposals and approval and purchase orders;
- Receiving and inspection procedures to determine the conformity of equipment with the agreed specifications,
- Management and control over the variation orders.

Asset Management

The audit work shall cover equipment (vehicles, and demining and office equipment) purchased for use of the project. The procedures for receipt, storage, and disposal shall also be reviewed.

A review of the use of assets acquired or made available (loaned) under the Project is required in order to assess that their use is in compliance with the Project Agreement. This would involve an assessment that:

- Controls are in place to safeguard assets, including: an inventory of the CMAA Project assets; assets are properly maintained; regular physical verification is carried out; assets are used for the intended purposes of the Project under which they have been acquired; and, logbooks are kept which record dates of travel, distance and purpose of the trip.
- Assets that are lost or damaged are reported to CMAA within the stipulated period. Further disposal of assets only takes place after prior authorization by CMAA.

If there are particular areas of concern which are not within the scope stated above, the auditors can be requested to carry out this additional service.

Fees

The auditor is to provide an estimate of the hours to be spent on the audit, and fees for completing the audit in accordance with this specification;

Other requirements

It is in the interest of both the Service Provider and auditor that the auditor sends an engagement letter, preferably before the commencement of the engagement, to help in avoiding misunderstandings with respect to the engagement.

The auditors should documents matters which are important in providing evidence to support the audit opinion and evidence that the audit was carried out in accordance with ISA/GAASs. Thus, the auditor should prepare working papers which are sufficiently complete and detailed to provide an overall understanding of the audit and shared the document with the CMAA. The auditor is also expected to share audit observation, recommendation and management action plan with the CMAA in order for the CMAA to carry out/supervise audit reconciliation and implementation.

At least the team leader of the auditors should be a licensed CA/ACCA/CPA to carry out the audit function.

STANDARD FORM OF CONTRACT

Contract No...

MEMORANDUM OF CONTRACT MADE (DD/MM/YYYY) / /201_, between the Cambodian Mine Action and Victim Assistance Authority (hereinafter referred to as "the CMAA") and [name] (hereinafter referred to as "the Service Provider") whose address is: in the framework of the Clearing for Results Project Phase III according to the provisions of the Project Document 16/12/2015 between the Government of Cambodia and the United Nations Development Programme (hereinafter referred to as UNDP).

WHEREAS

- (a) the CMAA has requested the Service Provider to provide Land Release services in **Pailin** Province as defined in this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the CMAA that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW, therefore, the CMAA and the Service Provider (hereinafter collectively the "Parties") agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) General Conditions of Contract;
 - (b) Statement of Work;
 - (c) The following Appendices:
 - Appendix A: Workplan
 - Appendix B: Cost per Team
 - Appendix C: Monitoring Scoring
 - Appendix D: Payment Schedule
 - Appendix E: Audit Terms of Reference
2. The mutual rights and obligations of the CMAA and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract;
 - (b) the CMAA shall make payments to the Service Provider in accordance with the provisions of the Contract;
 - (c) payments under this Contract shall not exceed ([amount in words]) to be paid in US Dollars except as otherwise agreed between the CMAA and the Service Provider;

I have read and understood the details of this Contract and its documents mentioned in paragraph 1 above.

By: _____

By: _____

For the CMAA:

For the Service Provider: