



C.M.A.A

REQUEST FOR PROPOSAL

RFP No:004/CMAA/NTS/CFR/2018

For

**Land Reclamation Non-Technical Survey and Baseline Survey
Contract
In 10 Districts of Battambang and Banteay Meanchey Provinces**

Letter of Invitation

Date: 02 January 2018

Dear Sir/Madam,

Subject: RFP for Land Reclamation Non-Technical Survey and Baseline Survey in 10 Districts of Battambang and Banteay Meanchey Provinces 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. Audit Terms of Reference (TOR) (Annex V)
 - vi. Standard Form of Contract (Annex VI)
 3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **26 January 2018 before 16:00 PM, 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. *k*



Yours Sincerely;

**H.E 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 **Land Reclamation Non-Technical Survey and Baseline Survey in 10 Districts of Battambang and Banteay Meanchey Provinces 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 **17 January 2018**. 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 16:00 PM local time on **26 January 2018**.

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 utilized 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 Approach	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		Points obtainable	Offeror Entity				
			A	B	C	D	E
Expertise of institution/firm/NGO submitting proposal							
1.1	Reputation of organization and its Staff (Competence /Experience/ Reliability)	50					
1.2	Litigation and Arbitration history	30					
1.3	General Organisational Capability in Cambodia which is likely to affect implementation (i.e. size of the organisation, strength of project management support e.g. project financing capacity and project management controls)	50					
1.4	Experience and Qualification of organization						
	- Previous performance in Cambodia	120					
TOTAL PART 1		250					

Technical Proposal Evaluation Form 2		Points Obtainable	Offeror Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	Does the offeror understand the SOW and demonstrate that in their proposal?	50					

2.2	Has the workplan been completed accurately and provides the required detail?	160					
2.3	Has the offeror understood the requirement for accurate and timely reporting and cooperation with the CMAA?	60					
2.4	Does the proposal provide sufficient confidence that quality management issues will be addressed in a comprehensive fashion and any NCRs rectified in a timely manner?	70					
2.5	Is there a clear demonstration of understanding the land release methodology including integration of teams?	250					
2.6	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	50					
2.7	Does the proposal provide sufficient evidence that it can achieve the proposed targets?	60					
2.8	Does the proposal provides enough considerations to gender equality to ensure that all individuals benefit equally from the project	50					
	TOTAL PART 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:

$$Sf = 1,000 \times Fm / F$$

where:

Sf is the score of the Financial Proposal being evaluated,

Fm 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 CMAAs 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
Land Reclamation Non-Technical Survey and Baseline Survey Contract
In 10 Districts of Battambang and Banteay Meanchey Provinces
01 March 2018 to no later than 31 October 2018

Introduction

1. The Cambodian Mine Action and Victim Assistance Authority (CMAA) is seeking proposals to deliver a land reclamation non-technical survey (LRNTS) and baseline survey (BLS) contract in 10 districts of Battambang and Banteay Meanchey provinces.
2. The term “land reclamation non-technical survey (LRNTS)” refers to method used to release land contaminated by landmines and/or possible explosive remnants of war through non-technical survey and the term “baseline survey (BLS)” refers to method used to capture contaminated land that has not been captured by previous baseline survey as defined in the Cambodian Mine Action Standards (CMAS).
3. Demining Contractors accredited and licensed by the CMAA are eligible to participate in the bidding for this contract.
4. 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.

Aim

1. The aim of this contract is two-fold 1) to release contaminated lands which have been reclaimed by locals by conducting non-technical survey, and 2) to record contaminated lands that had not been captured by previous baseline surveys by re-conducting baseline survey. Ultimately, the result of this contract is a clearer picture of contamination in the villages visited by the non-technical survey team.

Duration

2. The duration of this contract must no longer than 8 months starting from 01 March 2018 to no later than 31 October 2018. The duration of this contract can be shorter if the potential Contractor has the capacity to complete this work earlier.
3. There is a possibility of amending this contract based on availability of fund and performance of the Contractor.
4. The entire contract period is divided into three distinctive periods as follow:
 - a. **Mobilization Period:** Mobilization allows Contractor time to mobilize teams, equipment and conduct required refresher training before starting the work. The mobilization period can be shortened if the Contractor already has teams that can be deployed immediately on this contract. **10 days** is maximum mobilization period.

- b. Implementation Period:** Contractor baseline survey team is expected to be working on all working calendar days. Variations to working calendar shall be agreed in advance with the CfR/III Project Manager. The implementation period can be expended if the Contractor requires less mobilization and/or demobilization periods.
- c. Demobilization Period:** Demobilization allows Contractor to complete paper work, data verification and transfer to CMAA, administration and human resources matters, and the handover of equipment procured using contract fund to the CMAA. The demobilization period can be shorter if the Contractor requires less time for the demobilization. **12 days** is maximum demobilization period.

Budget

- 5. Contractor must propose budget required to complete this contract. Contract budget shall not be used to fund other activities outside the scope of this contract.

Standards

- 6. All Contractor activities shall be conducted in accordance with CMAS and the organizations' accredited SOPs.
- 7. During the contract period, CMAA may request the Contractor to amend their SOP 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 support the changes.

Sub-contracting

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

Scope of Work

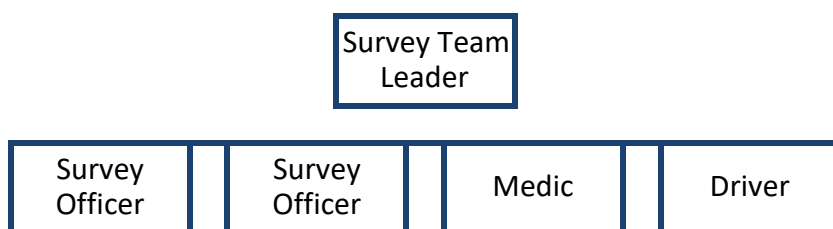
- 9. The scope of this contract is to convert reclaimed land¹ locates within or on entire BLS polygon to an end state land (C1 classification) using the land reclamation non-technical survey criteria as specified in the CMAS on Land Release. Contractor teams should not spend time to survey a BLS polygon if the size of the area meeting the criteria to be released is believed to be lesser than 10% of the entire polygon area; and to capture, map and submit new BLS polygon in villages when there is new evidence of mine/ERW threats by following their baseline survey SOP that was approved by the CMAA.
- 10. This contract targets the districts of Mongkol Borei, Paoy Paet, Phnum Srok, Preah Netr Preah, Serei Saophoan and Thma Puok of Banteay Meanchey province and the districts of Aek Phnum, Battambang, Sangkae and Thma Koul of Battambang province. Table below presents the 10 districts targeted by this contract. Based on IMSMA data updated on 11 Dec 2017, there are 1,176 BLS polygons in these ten districts.

¹ "Reclaimed land" is contaminated land that exists in CMAA database, but been put into productive use, meeting criteria to be released to end state land (C1 classification) as stated in CMAS on Land Release.

Banteay Meanchey province	Polygon	Battambang province	Polygon
Mongkol Borei	11	Aek Phnum	59
Paoy Paet	67	Battambang	1
Phnum Srok	9	Sangkae	65
Preah Netr Preah	17	Thma Koul	44
Serei Saophoan	8		
Thma Puok	895		

Staff

11. The Contractor shall ensure their staff have the relevant qualifications and experience in delivering the contract. The Contractor shall comply with local laws and regulations and is responsible for all personnel administration of all staff members employed under this contract.
12. Each team deployed under this contract shall consist of one Survey Team Leader, two Survey Officers, one Medic, one Driver, with the following team structure:



13. Each technical proposal shall follow the structure below:

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 the work

- 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 the contract work.**
- 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.**

Training

- 14. The contract has a mobilization period. Any training before the work shall occur within this period. A maximum period of **5 days** is allowed for any training during the implementation period.

Working Days

- 15. Contractor shall provide working calendar for the duration of the contract, stating number of working days each month. The Contractor team shall work according to the working calendar. Variations to the working calendar shall obtain prior approval from the CfRIII Project Manager. Any variations without approval from the CfRIII Project Manager can result in warning or termination of contract based on its severity.

Monitoring

16. Contractor will be monitored against each 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.
17. Monitoring matrix is provided at Appendix B. On a quarterly basis, the performance of the Contractor is reviewed by the CfRIII Project Manager and appropriate action taken.
18. When requested, Contractor shall make available requested documentations to the CfRIII Project Manager within 5 working days after the request.

Supervision

19. Contractor shall appoint a focal person for each contract awarded by the CMAA. In the event of multiple contracts being awarded, it may be feasible to have a single focal person. On the CMAA part, the focal person is the CfRIII Project Manager. Contractor shall fully cooperate with CfRIII Manager and respond to all reporting requirements in a timely fashion.
20. Contractor shall ensure that all required data on released land is correctly and timely entered into the IMSMA database and shared with the CMAA Database Unit within five weeks after the land being released.

Reporting

21. Contractor is required to comply with the requirements on reporting as per Cambodian Mine Action Standards (CMAS).
22. Contractor shall report monthly, within two weeks after the month's end, to the CfRIII Project Manager the work progress against the work plan. Monthly report is submitted through email in editable electronic copy.
23. Contractor is required to submit quarterly reports to the CfRIII Project Manager within one month after the quarter's end based on which acceptance the funds for the next payment will be released. Failure to meet this reporting requirement may result in CMAA withholding payment or cancelling the contract.
24. Contractor is required to submit final contract report to the CfRIII Contract Manager within one month after the contract end date. Failure to meet this reporting requirement may result in CMAA withholding or cancelling the last payment.
25. Templates of the reports will be provided by the CfRIII Project Manager before the reporting dates.

Branding

26. To recognize the development role played by and to support the broader public diplomacy strategy of the CfRIII development partners, Contractor is required to maintain logos of development partners on all reports (monthly, quarterly, and final) submitted to the CMAA. For clearance, clearance signboard shall be installed within 3 weeks after the minefield being cleared/released.

Field Visits

27. There could be field visits by CMAA/UNDP team, development partners (donors), consultants etc. during the lifetime of the contract. Emails and phone calls between CfRIII Project Manager and Contractor Focal Person will be regarded as an official mean of communication for the visits. Contractor is required to provide full cooperation and facilitation pertaining to the visits.

International Travel

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

Medical Support

29. Contractor shall be responsible for medical and casualty evacuations of staff deployed under this contract. All casualty evacuations shall follow CMAS and casualty evacuation drills shall be regularly rehearsed and understood by all personnel deployed under this contract.

Equipment

30. Any non-expendable equipment procured out of the contract budget shall remain the property of CfRIII Project. 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

31. 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 near 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,
 - i. Facilitate accident/incident investigations conducted by the CMAA team.

Equipment Loss and Damage

32. Contractor is responsible for submission of 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.

Financial and Payment Schedule

33. No contract funds shall be used for work outside the scope of this contract.
34. The agreed cost per team as per the proposal provided by Contractor, attached as Appendix A, is to be followed. No variations to cost shall be accepted without prior consultation with the CfRIII Project Manager.
35. Payment schedule:
- On signature of contract—**5% of total contract price**,
 - On completion of mobilization—**total contract price subtracted a and c**,
 - Final payment on completion of contract work, successful performance and acceptance of contract final report by the CMAA—**15% of total contract price**.
36. Payment shall be made within 30 days of CMAA accepting and approving reports from the Contractor.

Audit

37. 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 VII. The CMAA will inform Contractor at least 15 working days prior to the start of the audit. The audit firm will be hired 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 operations	x	
3. Coordination of visits by CfRIII Project team, donors and consultants	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 to the Contractor		x
10. Responsibility for providing national operational and support staff as specified in the proposal		x
11. Provision of food for operational staff employed by the Contractor		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 Contractor internal administration.		x
17. Provision of Medical and Casevac Support to operations		x
18. Provision of Casevac for Contractor international staff to second country locations		x
19. Local procurement		x
20. Provision of insurance i.e. third party, personal and Contractor liability		x
21. Movement of equipment procured by Contractor to inside Cambodia		x
22. Daily Transportation within Cambodia of Contractor's personnel and equipment		x

Appendices:

- A. Cost per team
- B. Monitoring tool
- C. Payment schedule

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 B: Monitoring scoring tool

This contract monitoring tool will be used to score quarterly progress reports submitted to the CMAA.

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 Contractor needed. If necessary, call for meeting with the Contractor
	50	50% to 59% or 141%-150%	Notify Contractor'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 Contractor'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 Contractor needed
	50	2	Notify Contractor'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 Contractor needed
	50	3 to 4	Notify Contractor's management
	25	More than 4	Consider cancellation of contract
Timeliness of quarterly reports	100	Before or on deadline	No
	75	Within one week later	Sound justification from Contractor needed.
	50	Within two weeks later	Notify Contractor's management
	25	More than two week later	Consider cancellation of contract
Total score	375-500		No
	250-374		Call for meeting with Contractor or notify Contractor's management
	150-249		Consider cancellation of contract

Appendix C: Payment schedule

No	Payment schedule	Amount
a	On signature of contract	5% of contract price
b	On completion of mobilization	Total contract price subtracted a and c
c	On completion of contract work, successful performance and acceptance of contract final report	15% of contract price

Annex IV

Dear Sir / Madam,

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 contacted 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 March 2018 to 31 October 2018.
 - The cash position (under-spent or overspent) reported by the projects as at 31 October 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 and reclamation non-technical survey (LRNTS) and baseline survey (BLS) contract in 10 districts of Battambang and Banteay Meanchey provinces 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: Cost per Team
 - Appendix B: Monitoring Tool
 - Appendix C: 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: