



REQUEST FOR PROPOSAL

RFP No: 004/CMAA/BMC/CFR/2015

For

**Land Reclamation Non-Technical Survey and Baseline Survey
In Banteay Meanchey**

Letter of Invitation

Date: **31 December 2014**

Dear Sir/Madam,

Subject: RFP for Land Reclamation Non-Technical Survey and Baseline Survey in Banteay Meanchey

1. You are requested to submit a proposal for the above services, 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. Acknowledgment Letter (Annex VI)
 - vii. Audit TOR..... (Annex VII)
 - viii. Standard Form of Contract (Annex VIII)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **02 February 2015 before 10:00, local time, Cambodia.**

CMAA, New Building, St 273 Corner 516, Sangkat Toul Sangker, Khan Reussey 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 as reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal by **15 January 2015.**

Yours sincerely;

H.E. Prum Sophakmonkol
Secretary General
CMAA

Instructions to Offerors

A. Introduction

1. General

The CMAA is seeking suitably qualified accredited operators to conduct Land Reclamation Non-Technical Survey and Baseline Survey in Banteay Meanchey 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 **15 January 2015**. Written copies of the organisation'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 and 9;

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 organisational 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 specification 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 one hundred and twenty (120) 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 a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation 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, New Building, St 273 Corner 516, Sangkat Toul Sangker, Khan Reussey Keo, Phnom Penh

and,

- marked with –

“RFP: for Land Reclamation Non-Technical Survey and Baseline Survey in Banteay Meanchey”

(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.

15. Deadline for submission of proposals

4. Proposals must be received by the CMAA at the address specified under clause *Sealing and marking of Proposals* no later than **02 February 2015 before 10:00, local time, Cambodia.**

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 first Vice President. The Committee shall include members from UNDP as observer(s).

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 over the phone or email. The request for clarification and the response shall be provided over the phone or email with the response then also sent in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

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

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 1,000 points in the evaluation of the technical proposals.

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

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

- Responsiveness of proposed work plan and approach
- Composition of team members (the experience.....)
- Quality of training for new teams

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. CMAA will decide how many teams it would wish to contract and shall confirm which destinations to deploy these teams.

Technical Evaluation Criteria

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

	Total	1000					
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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	Company / Other 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 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	Company / Other 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?	40					
2.2	Does the proposal provide adequate explanation on methodology to conduct baseline survey (BLS)?	250					

2.3	Does the proposal provide adequate explanation on the methodology to conduct land reclamation non-technical survey?	250					
2.4	Has the offeror understood the requirement for accurate and timely reporting and cooperation with the CMAA?	60					
2.5	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					
2.6	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	40					
2.7	Does the proposal provides enough considerations to gender equality to ensure that all individuals benefit equally from the project	40					
	TOTAL PART 2	750					

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 organisation 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.

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 United Nations.

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, 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, 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 used for the execution of 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 or when no longer needed by the Service Provider. 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 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

The 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 Team. 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

17.1 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 CHILD LABOUR

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.

STATEMENT OF WORK

Land Reclamation Non-Technical Survey and Baseline Survey Project, Banteay Meanchey Province

01 March to 31 October 2015

A. BACKGROUND

The Clearing for Results Phase II Project (CFRII) covers the period of 2011-2015. It aims to strengthen national structures and mechanisms to ensure demining resources are effectively allocated promoting land release for productive use and thereby assist Cambodia to meet its objectives as defined in the National Mine Action Strategy. CFRII is implemented by the Cambodian Mine Action & Victim Assistance Authority (CMAA) in partnership with the United Nations Development Programme (UNDP) and international donor support.

CFRII has been developed so as to increase transparency, accountability, cost-efficiency, and best value for money in the allocation of land release resources and so as to provide the CMAA with greater control in the management and oversight of mine action resources.

B. AIM

This Land Reclamation Non-Technical Survey and Baseline Survey Project shall target 17 districts of Banteay Meanchey, Battambang, and Pailin, completed under the Baseline Survey as initial priority project areas.

The aim of this project is two-fold:

- 1) to release contaminated lands, which had been reclaimed by locals by conducting non-technical survey, and;
- 2) to map contaminated lands that had not been captured by the baseline survey from 2009 to 2012 by re-conducting baseline survey. The result of this project is a clearer picture of contamination in the communities visited by the non-technical survey teams.

C. PROJECT LOCATION

The initial priority project locations shall target the 5 districts of Banteay Meanchey province that were completed under the Baseline Survey:

1. Ou Chrov
2. Thma Puok
3. Svay Chek
4. Malai
5. Poi Pet

Additional districts can be tasked by the CMAA as time and resources allows.

D. PROJECT DURATION

The project has a defined duration of 8 months from 01 March 2015 to 31 October 2015.

As the CFR II project will end on 31 December 2015, there is no possibility of an extension.

E. ELIGIBILITY TO BID

All bidders must comply with the following conditions:

- Current Government registration to operate as an organization/company in Cambodia;
- Current accreditation from the CMAA to conduct land release in Cambodia;
- Experience of land release in Cambodia in the target province;
- Experience of baseline survey work in Cambodia in the target province;
- Experience and understanding of current CMAA information management system and reporting practices;
- Available qualified national technical staff.

F. SCOPE OF WORK

Service providers are required to deliver the following:

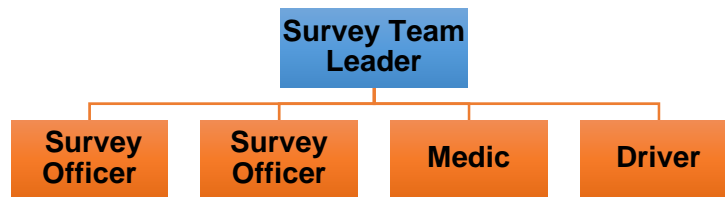
1. Convert reclaimed areas within identified BLS polygons or the entire BLS polygons to an end state land or C1 classification using the land reclamation non-technical survey criteria as stipulated in the CMAA Land Release guidelines document;
2. Capture, map and submit new BLS polygons in areas when there is new evidence of mine/ERW threats by following their baseline survey SOPs that were approved by the CMAA.

The minimum area eligible for land reclamation non-technical survey is 30% of the total area of the BLS polygon.

Each land reclamation non-technical survey team shall consist of:

Survey Team Leader x 1;
Survey Officer x 2;
Medic x 1;
Driver x 1.

with the following team structure:



The provision of the required support staff and equipment should be indicated within the Technical and Financial Proposal documents.

All Land Reclamation Non-Technical Survey and Baseline Survey and related activities shall be conducted in accordance with CMAS, CMAA guidelines, and the organizations' accredited SOPs.

This work will have three distinct phases. These phases shall be clearly articulated in the Technical Proposal and Workplan. The phases are:

a) Phase One Mobilization

Mobilization shall be a maximum of 10 working days and is designed to allow the service provider sufficient time to ensure that they can start the mobilization tasks in accordance with the workplan.

Within the Phase One, there will be a requirement to attend a project mobilization workshop at a date agreed with the contracted service provider. The workshop will be organized by the CMAA and held in Banteay Meanchey. A period of 2 days should be allocated for this (excluding travel days). The required DSA should be allocated within the Financial Proposal.

b) Phase Two Implementation

Each implementation day should be spent on tasks in accordance with the detailed workplan submitted with the Technical Proposal.

The service provider shall be expected to be deployed on tasks for all working calendar days. Variations to working calendar shall be agreed in advance with the CFRII Project Manager.

Within the Phase Two, there will be a requirement to attend three project review workshops, each held in the first week of the following month after completion of each period of performance. The workshops will be organized by the CMAA and held in Banteay Meanchey. A period of 1 day should be allocated for this (excluding travel days). The required DSA should be allocated within the Financial Proposal.

c) Phase Three Demobilization

Demobilization allows for the completion of the final report, any outstanding data work, reports and other paperwork, completion of relevant project administration and human resources activities, and the handover of project equipment. The demobilization period includes the submission of the final report by 16 November 2015.

Within the Phase Three, there will be a requirement to attend a project review workshop in the last week of October. The workshop will be organized by the CMAA and held in Banteay Meanchey. A period of 1 day should be allocated for this (excluding travel days). The required DSA should be allocated within the Financial Proposal.

d) Performance Monitoring

The service provider shall be monitored against each project delivery using the parameters of the project monitoring tool (Appendix A). This tool will incorporate information that includes the following:

- a) Planned outputs compared with actual achievement;
- b) Timeliness and accuracy of reporting; and
- c) Cost efficiency.

Contract performance shall be reviewed together by the Project Manager and the service provider at the end of each of the three Phases and at the end of each period of performance within Phase Two.

The service provider shall appoint an agreed focal point for liaison with the CMAA. The CFRII focal point shall be the CFRII Project Manager. The service provider shall cooperate with CMAA and respond to all information and reporting requirements in a timely fashion.

G. BID DOCUMENTS

The bid documents will consist of two separate documents – the Technical Proposal document and the Financial Proposal document and shall be submitted in both hard and soft copy.

a) Technical Proposal

The Technical Proposal shall detail the mobilization, implementation, and demobilization process and timelines, including minimum number of working days for each.

The Technical Proposal shall at a minimum include:

- Detailed workplan consisting of:
 - Project calendar detailing proposed working days, holidays, and stand down periods;
 - Mobilization plan, including recruitment and training plans;
 - Implementation plan, including training plans;
 - Demobilization plan;
 - Internal Quality Management plan, including technical monitoring and support activities;
- Proposed number of survey teams;
- Proposed minimum total of BLS polygons completed under the land reclamation procedures;

- Procurement Plan, including a list of equipment to be procured and a list of equipment being contributed to the project by the service provider/other donor(s);
- Coordination and reporting mechanisms with MAPU and the CMAA;
- Description of experience in the implementation of land release in Cambodia in the target province. Please include detailed description of experience in implementing Non-Technical Survey within Cambodia, including total land released through Non-Technical Survey;
- Description of experience in baseline survey work in Cambodia in the target province;
- Description of experience and understanding of the current CMAA information management and reporting systems.

Within the Technical Proposal **evidence must be provided** on how the service provider meets the Eligibility to Bid as detailed in Section E and shall include the following documents as annexes:

1. Copy of current national government registration document to operate as a service provider in Cambodia;
2. Copy of current accreditation document issued by the CMAA to operate as a mine action service provider;
3. CV of members of key project management staff and Survey Team Leaders;
4. Policy(ies) promoting equal opportunities, gender equality and diversity;
5. Policy(ies) for data protection and confidentiality.

b) Financial Proposal

The Financial Proposal must be completed in the format provided in Annex V.

The Financial Proposal shall not exceed a total of US\$270,000 (two hundred and seventy thousand US dollars)

Organizational charges for management and administrative support overheads shall not exceed 7%.

c) Procedures and Standards

1. The service provider shall adhere to the agreed procedures and standards;
2. During the life of the Contract, the CMAA may modify this Statement of Work in consultation with the service provider to ensure compliance with any changes made to the agreed procedures and standards;
3. When requested, the service provider shall make available all documentation related to activities to the CFRII Project Manager within 5 working days;
4. No trials shall be undertaken using Clearing for Results funds;
5. No project funds and equipment procured with project funds shall be used for work outside the scope of this project.

d) Variations

The CMAA Project Manager shall be informed of any variation(s) to the Technical and Financial Proposals prior to such variations occurring. Variations made without the prior approval of the CMAA Project Manager shall not be recognized and shall not be subject to retroactive payment.

CMAA, through the CMAA Project Manager, may request a change to the Statement of Work at any time, but if this occurs, it is recognized that there may be the requirement to further negotiate costs.

H. FINANCIAL

The agreed cost as per the proposal provided by the service provider is to be followed. No variations to cost shall be accepted without prior consultation with the CFRII Project Manager. The cost of contract shall not be exceeded.

The payment schedule shall be based as below and payment will be subject to performance monitoring process:

Upon signature of contract	15%
Upon completion of Mobilisation in Phase One, subject to successful performance and acceptance of reports submitted to CMAA	20%
Upon completion of successful performance and acceptance of progress reports submitted to CMAA: <ul style="list-style-type: none">➤ 1st Progress Report➤ 2nd Progress Report➤ 3rd Progress Report	20% 20% 15%
Final payment on submission and approval of the Final Report submitted and the handover of project equipment to the CMAA	10%

Payment shall be made by bank transfer within 10 working days of the CMAA accepting and approving the required reports from the Service Provider.

The CFRII Project Manager shall be informed of any variation to the agreed and contracted Statement of Work and proposal and workplan documents prior to changes occurring. Changes made without the prior approval of the CFRII Project Manager shall not be recognized and shall not be subject to retroactive payment. CMAA, through the CFRII Project Manager, may request a change to this Statement of Work at anytime, but if this occurs, it is recognized that there may be the requirement to further negotiate costs.

I. REPORTING

The service provider shall submit the following reports by the deadlines as scheduled below (or earlier):

a) Project Mobilization Report by Friday 10 April 2015.

b) Project Progress Report by:

- 12 June 2015 for the 1st Progress Report covering from March to May 2015;
- 11 September 2015 for the 2nd Progress Report covering from June to August 2015;
- 10 November 2015 for the 3rd Progress Report covering from September to October 2015.

c) Final Project Report by 16 November 2015.

Reporting formats will be provided to the service contractor after contracting has been completed.

All payments are subject to the CMAA accepting and approving the required reports from the Service Provider.

J. EQUIPMENT

All equipment procured out of the funds for this project shall remain the property of the Clearing for Results Phase II project.

a) Responsibilities

The service provider is responsible for the following:

1. 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 service provider.
2. The security of equipment while being used by the service provider or stored in premises controlled by the service provider.
3. The provision of all user-maintenance, in accordance with the manufacturers' maintenance manual, on the equipment.
4. Reporting and investigating on all equipment lost or damaged under his control.
5. Providing training as appropriate and certifying service providers as competent to be operating the equipment.
6. Ensuring equipment is operated with due care and with consideration for the safety of the service provider and others in the vicinity of the equipment.
7. 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.
8. Facilitate accident/incident investigations conducted by the CMAA team

b) Loss and Damage

The service provider is responsible for the submission of loss and damage reports for equipment procured with funding from this project that are lost or damaged while under their control. Should negligence be the cause of the loss or damage to equipment provided for the service provider use, the service provider shall be required to reimburse the project at the replacement value of the item plus freight and insurance.

K. AUDIT

The CMAA reserves the right at its own discretion shall order an audit of the Service Provider Financial Report of the CMAA funded project in accordance with Annex VII.

The CMAA will inform the Service Provider 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 project.

L. DIVISION OF RESPONSIBILITIES

Activity	Service Provider	CMAA
Coordination of tasking		X
Conduct of External quality assurance of technical and information management operations		X
Provision of office facilities	X	
Accommodation for Service Providers operational staff	X	
Provision of all equipment to carry out/ meet Service Provider's obligations	X	
Management of equipment	X	
Repair and maintenance of equipment	X	
Provision of explosives to the Service Provider (free of charge)	X	
Responsibility for providing national operational and support staff as specified in the proposal	X	
Provision of food for operational staff employed by the Service Provider	X	
Training of field and office staff	X	
Supervision and internal QA of operations	X	
Provision of communications for survey teams and operations	X	
Personnel administration to include pay, insurance, leave, movement	X	
Payment of operating costs directly related to the Service Providers internal administration.	X	
Provision of Medical and Casevac Support to operations	X	
Provision of Casevac for Service Providers international staff to second country locations	X	
Local and international procurement	X	
Provision of insurance i.e. third party, personal and Service Providers liability	X	
Movement of equipment procured by Service Provider to inside Cambodia	X	
Daily Transportation within Cambodia of Service Provider's personnel and equipment	X	

Appendices:

- A. *Workplan (to be provided in Service Provider's own template)*
- B. *Cost per Team*

- C. *Monitoring Scoring*
- D. *Payment Schedule*

Appendix B Cost per Team

Ser No	Team ID to be provided*	Planned Productivity per team

Annex III - Statement of Work

Cost Breakdown per team type

	Unit	Cost	Monthly Cost	Total Cost
Staff				
(By position by team)				
Equipment				
Technical Equipment**				
Uniforms				
Vehicles				
Operating Costs				
Fuel				
Equipment Maintenance (incl equip expendables)				
Vehicle Maintenance				
Insurance				
Medical/Casevac				
Accommodation/Per diem				
Management Cost (%)				
TOTAL				

Notes:

* Format to be provided (Organisation team type team number) example is CMAC EOD01

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

Appendix C - Monitoring Scoring

Annex III - Statement of Work

Criteria	Description	Max Score	Scoring	Corrective Actions
1	Workplan vs tasks	100	Percentage of planned tasks on track * Max score	If less than 65%, reasons why, corrective plan agreed and workplan reassessed.
				If less than 50%, consider cancellation of contract.
2	Planned productivity vs Actual	100	Planned vs actual achieved for period	
			81%-119% of planned achieved = Max score	Reasons why, corrective action agreed, workplan reassessed
			65%-80% of planned achieved = -25	Consider cancellation of contract
			Less than 65%, more than 135% of planned achieved = -50	
3	Number of NCRs	100	No. of minors for the period x -2	If score less than 80 reasons why, corrective plan agreed
			No. of majors for the period x -5	If less than 65 consider cancellation of contract
			No. of criticals for the period x -10	
4	Repeat NCRs	100	No. of repeat per team per period x -25	If score less than 80 reasons why, corrective plan agreed
				If score less than 65, consider cancellation of contract.
5	Reporting		More than 1 week = -10	If score less than 90, reasons why, corrective action agreed.
			More than 2 week = -30	If score less than 70, consider cancellation of contract.
			More than 3 week = -80	If less than 70 for two periods consider cancellation of contract.
6	Project Cost efficiency	100	Mistake -2	If less than 80% and more than 110% reasons why
				If less than 70% reasons why and consider cancellation of contract
	Overall	600	Less than 80% total score	Corrective action plan agreed.
			Less than 65% total score	Less than 60% consider cancellation of contract

	On track performance
	Performance not as required, corrective action necessary
	Performance not acceptable, cancellation of contract considered by Board

Appendix D - Payment Schedule

Annex III - Statement of Work

ser	Team ID	March to May 2015				June to July 2015				September to October 2015				Total Cost
		March	April	May	Cost	June	July	August	Cost	September	October	Cost		
1														
2														
3														
4														
5														
6														
7														
8														
9														
	Total cost	Mar-May				\$0	Jun-Aug			\$0	Sep-Oct		\$0	\$0

No Payment Schedule

1	On signature of Contract	\$0
2	On completion of Mobilisation Phase	\$0
3	On completion of 1st Progress Report	\$0
4	On completion of 2nd Progress Report	\$0
5	On completion of 3rd Progress Report	\$0
6	On submission and approval of Final Report	\$0
Total Contract Value		

Dear Sir / Madam,

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

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 authorised to sign Proposal for and on behalf of

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.

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 Instructions 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 below should be 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*				
Technical Equipment				
Uniforms				
Vehicles				
Operating Costs				
Fuel				
Equipment Maintenance (incl equip expendables)				
Vehicle Maintenance				
Insurance				
Medical/Casevac				
Accommodation/Per diem				
Audit Fee				
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.

ACKNOWLEDGEMENT LETTER

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Please type or print legibly and return no later than **15 January 2015**

Via email: procurement@cmaa.gov.kh

Date:.....

Dear **Sir/Madam**,

Subject: (insert project name).

We, the undersigned,

a) ☐ intend

☐ do not intend

to submit a Proposal for (insert project name) in Banteay Meanchey by the deadline specified under Clause 3 of RFP.

Names of our representative(s) designated for this engagement		1.; and 2.			
Firm/Company's name (Offeror):					
Address:					
City:		State:		Zip:	
Signature of Authorized Representative:					
Name:			Title:		
Phone No.:			Ext.:	Fax No.:	

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 2015– To 31 October 2015
 - The cash position (under-spent or overspent) reported by the projects as at 31 October 2015; 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 II according to the provisions of the Project Document 25/01/2011 and the Standard Letter of Agreement dated 04/02/2011 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 Reclamation Non-Technical Survey and Baseline Survey services in Banteay Meanchey 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 (*Annex II of RFP*);
 - (b) Statement of Work (*Annex III of RFP*);
 - (c) The following Appendices:
 - Appendix A: Workplan (*final template will be confirmed before contract signing*)
 - Appendix B: Cost per Team (*Appendix B - Annex III of RFP*)
 - Appendix C: Monitoring Scoring (*Appendix C - Annex III of RFP*)
 - Appendix D: Payment Schedule (*Appendix D - Annex III of RFP*)
 - Appendix E: Audit Terms of Reference (*Annex VII of RFP*)
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:

Date: _____

Date: _____