



**C.M.A.A**

# **REQUEST FOR PROPOSAL**

**RFP No: 001/CMAA/BTB/CFR/2017**

**For**

**Battambang Land Release Project**

## Letter of Invitation

Date: 25 November 2016

Dear Sir/Madam,

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

1. You are requested to submit a proposal for the above project, as per enclosed Statement of Work (SOW) in Annex III.
  2. To enable you to submit a proposal, attached are:
    - i. Instructions to Offerors (Annex I)
    - ii. General Conditions of Contract (Annex II)
    - iii. Statement of Work (SOW) (Annex III)
    - iv. Proposal Submission Form (Annex IV)
    - v. Price Schedule (Annex V)
    - vi. Audit Terms of Reference (TOR) (Annex VI)
    - vii. Standard Form of Contract (Annex VII)
    - viii. List of Minefields for Preparing project work plan (Annex VIII)
  3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **13 January 2017 before 10:00, local time, Cambodia. Submission of bids to the CMAA Procurement Unit is possible at any time during working hours.**
- CMAA, St 273 Corner 516, Sangkat Toul Sangker, Khan Russey Keo, Phnom Penh**
4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

Yours Sincerely; 

**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 **Battambang Land Release Project** as per Statement of Work (SOW) attached in Annex- III.

#### 2. Cost of proposal

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

### B. Solicitation Documents

#### 3. Contents of solicitation documents

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

#### 4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the CMAA in writing to [procurement@cmaa.gov.kh](mailto:procurement@cmaa.gov.kh). The CMAA will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than **23 December 2017**. Written copies of the CMAA's response (including an explanation of the query but without identifying the source of inquiry) will be sent by email to all prospective Offerors that has received the Solicitation Documents.

#### 5. Amendments of solicitation documents

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

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

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

### C. Preparation of Proposals

#### 6. Language of the proposal

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

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

## 7. Documents comprising the proposal

The Proposal shall comprise the following components:

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

## 8. Proposal form

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

### (a) Management plan

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

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

### (b) Resource plan

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

### (c) Proposed methodology

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

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

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

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

#### **9. Proposal prices**

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

#### **10. Proposal currencies**

All prices shall be quoted in US dollars.

#### **11. Period of validity of proposals**

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

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

#### **12. Format and signing of proposals**

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

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

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

#### **13. Payment**

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

#### **D. Submission of Proposals**

#### **14. Sealing and marking of proposals**

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

(a) The outer envelope shall be:

- addressed to –

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

and,

- marked with –

**“RFP: (insert project name)”**

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

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

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

#### **15. Deadline for submission of proposals**

Proposals must be received by the CMAA at the address specified under clause *Sealing and marking of Proposals* no later than 10:00 AM local time on **13 January 2017**.

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

#### **16. Late Proposals**

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

#### **17. Modification and withdrawal of Proposals**

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

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

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

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

## **E. Opening and Evaluation of Proposals**

### **18. Opening of proposals**

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

### **19. Clarification of proposals**

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

### **20. Preliminary examination**

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

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

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

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

### **21. Evaluation of proposals**

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

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

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

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

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

### ***Technical Evaluation Criteria***

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

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:

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

where:

$S_f$  is the score of the Financial Proposal being evaluated,

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

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

### ***Total Score***

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

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

## **F. Award of Contract**

### **22. Award criteria, award of contract**

The CMAA reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the 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**  
**Battambang Land Release Project from**  
**01 March 2017 to 28 February 2018**  
**(Extension is possible based on funding availability and performance**  
**of the operator)**

**Introduction**

1. The CMAA is launching request for proposals for land release project in **Battambang** province. The term “land release” refers to methods used to release land contaminated by landmines and/or possible ERW through non-technical survey, technical survey and/or clearance.
2. Clearing for Results III (CFRIII) (2016-2019) managed by the CMAA with advisory support from the UNDP Cambodia aims to release minefields located in priority villages in **Battambang** province through competitive bidding to ensure effectiveness, value for money, transparency as well as to provide CMAA with greater control in the management and oversight of the clearance resources.
3. Demining operators accredited by the CMAA is eligible to participate in the bid for this project.
4. CMAA’s Proposal Evaluation Committee (PEC) is responsible for opening and evaluating the proposals and submitting the evaluation report to Procurement Review Committee (PRC). PRC’s decision is final and no correspondence or appeal shall be entered into.

**Aim**

5. The aim of this project is to fund the release of priority minefields identified by affected communities through MAPU planning and prioritization process to support the achievement of the National Mine Action Strategy being pursuit by the sector under coordination of the CMAA.

**Duration**

6. The duration of this project is 12 months from 01 March 2017 to 28 February 2018. There is a possibility of amending the project duration or amount of project budget based on funding availability and performance of the operator. Operator is to ensure there is always land release activity covering every month within this period.

**Budget**

7. The maximum budget available for is project is **US \$683,744**
8. Operators are to ensure that the total price proposed for each project shall not exceed the maximum budget available. By time of contracting, the budget available can be greater or lesser due to exchange rate. In this case, the CMAA will negotiate the available budget with the potential operators.

**Standards**



9. The operator shall adhere to CMAS for all activities carried by under the project. All land release activities shall be conducted in accordance with CMAS and the organizations' accredited SOPs.

### Scope of Work

10. This project intends to release minefields selected by the affected communities in **Battambang** province through MAPU planning and prioritization process. As such, operator is required to work closely with MAPU, community when suited and CMAA quality management teams to target the conversion of minefields (BLS polygons) to end state land or C classification.
11. Operator shall develop its land release work plan using the minefields provided in Annex VIII to the maximum budget available for this project; and ensure that there is a reserved tasks that is between 10% to 15% of the area (square meters) of the work plan. The work plan that contains minefield not provided at Annex VIII will not be considered and the proposal will be rejected.
12. Operator is not encouraged to include teams that are not directly involved in releasing land and dispose of mine and ERW in its proposal. However, if it wishes to do so, it will be its own risk as the CMAA's Proposal Evaluation Committee will not consider this inclusion in their evaluation.
13. Should the minefields provided at Annex VIII have less area than the capacity of the operator to release by the project, the operator should as soon as possible notify the CMAA who will provide additional minefields to suit operator capacity.
14. The work plan shall be developed based on the format provided at Appendix A. On award of project, it implies that the work plan is approved.
15. Should the operator complete the work plan before the end of the project, operator shall select minefields from the reserved tasks to include in the work plan and CFRIII Project Manager shall be informed as soon as possible.
16. Operator is to ensure that the work plan is completed no later than the project end date. Should the operator realizes that the work plan is likely not achievable by project end date, it should inform the CFRIII Project Manager as soon as possible and provide additional teams at its own cost to complete the work plan.
17. Should any change to the work plan is required due to force majeure the operator shall obtain approval from the CFRIII Project Manager before change occurring. Any change occurs without approval from the Project Manager, could result in warning or termination of contract based on its severity.
18. During the life of the Contract, the CMAA may request that operator to modify their SOPs in order to be in conformance with the changes made to the CMAS during the normal review process. CMAA, through the CFRIII Project Manager, may request a change to the proposal at any time, but if this occurs, it is recognized that there may be the requirement to further negotiate project budget.

19. No team covered by this Project shall be funded by any other donor or institution during the duration of the project. Any double payment occurring within the CFR shall be subject to the cancellation of the contract.
20. The project shall have three distinct phases. These phases shall be clearly articulated in the proposal. The phases are:
- a. **Mobilization.** Mobilization shall be a maximum of 10 working days and is designed to allow the operator sufficient time to ensure that they can start the first tasks in accordance with the work plan. It allows time to conduct any maintenance on machines as well as conduct any necessary refresher training, site reconnaissance.
  - b. **Implementation.** The number of working days defined by the operator not including mobilization, demobilization, public holidays and week-ends. Each working day should be spent on tasks in accordance with the work plan at Appendix A;
  - c. **Demobilization.** Demobilization is a maximum of 10 working days and it allows for the completion of any outstanding paperwork, and completion of project administration. If there are maintenance requirements they can be conducted during this period. Under exceptional the demobilization period may be reduced in duration if an organization can demonstrate that they can complete the demobilization requirements without any extension to the project duration.
21. Each proposal must demonstrate a clear description and have the following order of headings or sections:
- a. Description of operator organization,
  - b. Type, number and structure of teams deployed on this project,
  - c. Approaches to releasing minefields in the work plan and integration of teams, if any,
  - d. Overall output and planned productivity per team,
  - e. Command, control and monitoring of teams,
  - f. Equipment to be procured using project budget,
  - g. Mobilization, implementation and demobilization periods,
  - h. Working days each month for the project period,
  - i. Coordination mechanisms with MAPU and CMAA,
  - j. Involvement of communities in land release and handover of minefields,
  - k. Internal QA/QC and corrective action measures,
  - l. Cooperation with external QA/QC teams of CMAA,
  - m. Medical support and evacuation,
  - n. Staff insurance and third party liabilities,
  - o. Cooperation and facilitation of field visits requested by CFRIII project manager,
  - p. Clearance data transfer from operator to CMAA,
  - q. Progress Reporting (monthly, quarterly and final reports),
  - r. Promotion of Gender mainstreaming in this project,
  - s. Project branding,
  - t. Audit at discretion of CMAA,
  - u. Project budget and payment schedule,

## **Training**

22. The project shall have a mobilization period of 10 working days. Any refresher training required shall occur within this timeframe. CFRIII recognizes that any teams offered are

accredited and therefore, should only require minimum refresher training to fulfill their tasks under this project.

23. Project budget shall not be used to fund any general training nor fund trial activities.

### **Working Days**

24. Operator shall provide working calendar for the duration of the project, stating number of working days each month. The operator's teams shall be expected to 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 Project Manager can result in issue of warning or termination of contract based on its severity.

### **Monitoring**

25. Operator shall be monitored against each project delivery using the parameters of the project 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,

26. Monitoring scoring matrix is provided at Appendix C. On a quarterly basis the performance of the operator shall be reviewed by the CFRIII Project Manager and appropriate action taken.

27. When requested, the operator shall make available all documentation related to operational and quality assurance activities to the CFRIII Project Manager within 5 working days after the request.

### **Supervision**

28. Operator is to provide appropriate and suitable on site supervision at each task site in accordance with CMAS and their approved SOPs.

29. The operators shall appoint a focal point for each project awarded by the CMAA. In the event of multiple projects being awarded, it may be feasible to have a single focal point. The CFRIII focal point shall be the CFRIII Project Manager. Operator shall fully cooperate with CFRIII Manager and respond to all reporting requirements in a timely fashion.

30. Operator shall ensure that all required data on released land is correctly entered into the IMSMA database and shared with the CMAA Database Unit within five weeks of the land being released.

### **Reports**

31. The operator is required to comply with the requirements and reporting as per Cambodian Mine Action Standards (CMAS).

32. The operator shall report on a monthly basis, within two weeks after the month's end, to the CFRIII Project Manager the progress against the work plan. Monthly reports are submitted through email in electronic copy according to the templates to be provided by the CFRIII Project Manager before the first monthly report's due date.

33. The operator shall also provide written comments on how it has rectified any cases of major and critical nonconformance identified through the quality management process. These shall be provided on occurrence to the CFRIII Project Manager.
34. The operator 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. Template of the quarterly report will be provided to the operator within the first month of the project. Failure to meet the Statement of Work agreed may result in CMAA withholding payment or cancelling the project.
35. Operator is required to submit final project report to the CFRIII Project Manager within one month after project end date. Template of the final project report will be provided to the operator within the first three months of the project. Failure to meet this reporting deadline may result in CMAA withholding or cancelling the last payment to the project.

### **Branding**

36. To recognize the development role played by and to support the broader public diplomacy strategy of the project development partners, operators are required to erect a clearance signboard at each minefield cleared with funding from this project.
37. Operators are to discuss the design of the clearance signboard with CMAA/UNDP project team. The costs of the signboards should be included in the bidding proposal. The signboard should be erected within two weeks after clearance being completed.

### **Field Visits**

38. There will be field visits from time to time by CMAA/UNDP project team, development partners (donors), consultants etc. during the lifetime of the project. Operators are required to provide full cooperation and facilitation pertaining to the visits. Email and phone call will be used as an official means of communication for the visits between CFRIII Project Manager and Project Focal Person of the operators.

### **International Travel**

39. There is no entitlement to international travel under this project.

### **Medical Support**

40. Operator shall be responsible for casualty evacuation. All casualty evacuation shall be in compliance with CMAS and casualty evacuation drills shall be regularly rehearsed and understood by all personnel deployed under this project.
41. All personnel that will be used as medics shall be defined in each proposal. Copies of certification shall be provided demonstrating that appropriate skills are available on each site.

### **Equipment**

42. Any non-expendable equipment procured out of the project budget shall remain the property of CFRIII. Non-expendable equipment is defined as those items that have a purchase value over US\$1,000 and an anticipated serviceable life of at least three years and special items such as computers, communication equipment (VHF, HF), specialize equipment (such as

PPE, detectors etc.), security related equipment. Low value items that are below the above threshold and not included in the above list should not be considered as non-expendable equipment.

### **Operator's Responsibility for Equipment**

43. Operators shall be responsible for the following:

- a. No project equipment shall be used for work outside the scope of this project,
- 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 operator,
- c. The security of equipment while being used by the operator or stored in premises controlled by the operator,
- 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 operator as competent to be operating the equipment,
- g. Ensuring equipment is operated with due care and with consideration for the safety of the operator and others in the vicinity of the equipment,
- h. Providing training to logistical staff in the management of equipment and stores. Handing and taking over between logistical personnel is to be done which will include a 100% stocktaking,
- i. Facilitate accident/incident investigations conducted by the CMAA team.

### **Equipment Loss and Damage**

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

### **Financial and Payment**

45. No project funds shall be used for work outside the scope of this project;

46. The agreed cost per team as per the proposal provided by the operator, attached as Appendix B, is to be followed. No variations to cost shall be accepted without prior consultation with the CFRIII Project Manager. The total cost of the contract shall not be exceeded.

47. Payment schedule shall be based on Appendix D and performance based on Appendix C:

- a. On signature of contract—US \$10,000,
- b. On completion of mobilization—first 3-months cost,
- c. On completion of first 3 months, successful performance and acceptance of first 3-months report by the CMAA—second 3-months cost,
- d. On completion of second 3-months, successful performance and acceptance of second 3-months report by the CMAA—third 3-month cost,

- e. On completion of third 3-months, successful performance and acceptance of third 3-month report by the CMAA—fourth 3-month cost less payment in a and f,
- f. Final payment on completion of project work, successful performance and acceptance of project final/completion report by the CMAA—US **\$40,000**.

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

### **Audit**

49. The CMAA reserves the right at its own discretion to order an audit of the operator's Financial Report of the CMAA funded project in accordance with Annex VI. The CMAA will inform the operator 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 CMAA or CFRIII.

### **Division of Responsibilities**

<b>Activity</b>	<b>CMAA</b>	<b>Operator</b>
1. Coordination of tasking	x	
2. Conduct of External quality assurance of operations	x	
3. Coordination of visits by project team, donors and consultants	x	
4. Provision of office facilities		x
5. Accommodation for Operators operational staff		x
6. Provision of all equipment to carry out/ meet Operator's obligations		x
7. Management of equipment		x
8. Repair and maintenance of equipment		x
9. Provision of explosives to the Operator		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 Operator		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 Operators internal administration.		x
17. Provision of Medical and Casevac Support to operations		x
18. Provision of Casevac for Operators international staff to second country locations		x
19. Local procurement		x
20. Provision of insurance i.e. third party, personal and Operators liability		x
21. Movement of equipment procured by Operator to inside Cambodia		x
22. Daily Transportation within Cambodia of Operator's personnel and equipment		x
23. Design of clearance signboards	x	x
24. Installation of clearance signboards		x

### **Appendices:**

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

Appendix A  
Work Plan Template

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

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

Reserved minefields

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

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

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





## Appendix C

Criteria	Description	Max Score	Measurement	Scoring	Corrective Actions	Example
1	Workplan vs tasks	100	Quarterly	percentage of planned tasks on track * Max score	If less than 65% reasons why, corrective plan agreed and workplan reassessed.	30 tasks in workplan, 20 on track = $30/20 \times 100 = 67$
					If more than 15% reasons why over achievement	
					If less than 50% consider cancellation of contract.	
2	Planned productivity vs Actual	100	Quarterly	Planned vs actual achieved for period		If 840,000 achieved maximum score is applied
				81%-119% of planned achieved = Max score		
				65%-80%, 120%-134% of planned achieved = -25	Reasons why, corrective action agreed, workplan reassessed	
				less than 65%, more than 135% of planned achieved = -50	Consider cancellation of contract	
3	Number of NCRs	100	Quarterly	No. of minors for the period x -2	If score less than 80 reasons why, corrective plan agreed	20 minors = -40
				No. of majors for the period x -5	If less than 65 consider cancellation of contract	5 majors = -25
				No. of criticals for the period x -10		2 critical = -20
4	Repeat NCRs	100	Quarterly	No. of repeat per team per period x -25	If score less than 80 reasons why, corrective plan agreed	1 repeat of same NCR for team = -25
				No. of repeat within organisation per period x -20	If less than 65 consider cancellation of contract	3 repeats of same NCR within organisation = -60
5	Reporting			More than 1 week = -10	If score less than 90, reasons why, corrective action agreed.	Report provided 3 days later than agreed week = -10
				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  Project cost divided by planned productivity compared to Project cost divided by actual	  If less than 80% and more than 110% reasons why  If less than 70% reasons why and consider cancellation of contract	1 x Mistake in financial report requiring correction = -2  1,000,000USD/1,000,000sqm compared with 1,000,000 USD/840,000sqm = cost efficiency is 84% (ie it will be more expensive to complete the complete list of tasks)
	Overall	600		Less than 80% total score	Less than 80%	
				Less than 65% total score	Less than 65% 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 FOR ..... LAND RELEASE PROJECT (1 March 2017 - 28 February 2018)

S/N	Team ID	Quarter 1				Quarter 2				Quarter 3				Quarter 4				Total Value
		Month 1	Month 2	Month 3	Cost (USD)	Month 4	Month 5	Month 6	Cost (USD)	Month 7	Month 8	Month 9	Cost (USD)	Month 10	Month 11	Month 12	Cost (USD)	Total Cost (USD)
		Quarter 1				Quarter 2				Quarter 3				Quarter 4				

No	Payment Schedule	
1	On signature of Contract	\$10,000
2	On completion of mobilization—first 3-months cost,	
3	On completion of first 3 months, successful performance and acceptance or first 3-months report by the CMAA—second 3-months cost,	
4	On completion of second 3-months, successful performance and acceptance of second 3-months report by the CMAA—third 3-month cost,	
5	On completion of third 3-months, successful performance and acceptance of third 3-month report by the CMAA—fourth 3-month cost	
6	Final payment on completion of project work, successful performance and acceptance of project final/completion report by the CMAA	\$40,000
<b>Total Contract Value</b>		

## Annex IV

Dear Sir / Madam,

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

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

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

Dated this day /month of year

Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

23

*[Please insert the company letter-head]*

## Annex V

### PRICE SCHEDULE

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

All prices/rates quoted must be inclusive of taxes.

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

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

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

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

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

## AUDIT TERMS OF REFERENCE

### Objective of audit

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

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

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

### Responsibilities of Service Providers

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

### Responsibilities of Auditors

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

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

### Scope of the Audit

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

#### Finance

- The auditor will provide an opinion as to the overall financial situation of the project for the period and will certify:
  - The signed financial report for the period from 01 March 2017 to 28 February 2018.
  - The cash position (under-spent or overspent) reported by the projects as at 28 February 2018; and
- The auditors will expect to obtain sufficient and appropriate evidence to enable them to draw reasonable conclusion there from. This would involve an assessment of:
  - The accounting records maintained, which normally includes: a general ledger accounting system; bank statements and reconciliations; cash book; and, petty cash book.
  - The budgetary control system: to ascertain the adequacy of the budgetary control system to monitor actual expenditure against budget on a regular basis; to determine that disbursements are in accordance with budgetary provisions, and that overspent of budget lines above 10% have been properly authorized.
  - The internal control system, including approval and control of documents in the expenditure cycle: adequate segregation of duties; maintaining and reviewing of control accounts and trial balances; the performance of reconciliations.
  - The cut-off procedures in Project periods to ensure that only actual disbursements are recorded in the financial report and that no advances were charged as expenditure, that any receivables and payables are disclosed.
  - The audit work shall cover all cash funds held by the project and review procedures for safeguarding of cash.

#### Human resources

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

#### Procurement

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

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

#### Asset Management

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

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

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

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

### **Fees**

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

### **Other requirements**

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

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

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



## STANDARD FORM OF CONTRACT

Contract No...

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

### WHEREAS

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

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

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

For the CMAA:

For the Service Provider:

