



**Republic of Maldives
Tender Evaluation Section
Ministry of Finance**

**On behalf of
Ministry of Environment**

REQUEST FOR PROPOSALS (RFP)

Consultancy Services for Supervision of *Flood Mitigation Project,
Gdh. Thinadhoo*

Employer: Ministry of Environment

AUGUST 2020

Procurement Section
Ministry of Environment

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1 LETTER OF INVITATION

Dear Proponent,

Dear Proponent.:

1. The Ministry of Environment (MoEnv) (hereinafter called “the Client”) intends to apply part of the proceeds from the Government PSIP Budget for the following services: Consultancy Services for the Supervision of Flood Mitigation Project, Gdh. Thinadhoo . The Client intends to apply a portion of the funds to eligible payments under the contract which this Request for Proposals is issued.
2. The Ministry of Environment (MoEnv), now invites interested eligible consultants to submit their proposals according to the Request for Proposals (RFP). Interested parties must provide information indicating that they are qualified to perform the services (brochures, description of similar assignment, experience in similar conditions, availability of appropriate skills among staff, etc.). Parties may associate to enhance their qualifications. More details on the services are provided in the Terms of Reference (TOR).
3. The RFP document, in the English language is attached together with this letter, it is also available for download from Ministry of Environment’s website.
4. Interested consultants may obtain further information on request by writing to procurement@environment.gov.mv no later than **1300** hours of **25th August 2020**
5. The proposals are expected to be submitted to the following address by no later than **10:00**hours local time on **27th August 2020**.

Procurement Section
Ministry of Environment,
Green Building,
Handhuvaree Hingun, Maafannu,
Male', 20392,
Republic of Maldives.
Tel. +(960) 301 8343
Email: procurement@environment.gov.mv

PART I

INSTRUCTIONS TO PROPONENTS

2 INSTRUCTIONS TO PROPONENTS

Introduction

- a) The Client named in the Data Sheet will select a consultancy firm from those issued with the Letter of Invitation.
- b) The Proponents are invited to submit Technical Proposal and a Financial Proposal for the contract named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Party.
- c) The Client will select a consultancy firm (the Proponent) from those issued with the Letter of Invitation, in accordance with the method of selection specified in the data sheet.
- d) As a direct response to this document, interested parties must provide their detailed proposals for the *Consultancy Services for the Supervision of Flood Mitigation Project, Gdh. Thinadhoo*. The standards and other statements on such provision and legislative compliance made by the parties as part of their proposals will form a binding part of the final contract document.
- e) The proponents shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Proponents.
- f) The Client reserves the right to accept or reject any Proposal and to terminate the tendering process without awarding a contract. The parties should be aware that it is unlikely that the Client will be in a position to go forward with any proposals that fails to meet the statutory and essential requirements, set out in Section 6. Terms of Reference.

Conflict of interest

- a) A Party (including its Personnel) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Schedule of requirements, (ii) the selection process, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government throughout the selection process and the execution of the Contract.
- b) The Proponents have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Proponent or the termination of its Contract.

2.3 Fraud and Corruption

The Client requires that all parties including Proponents and their agents (whether declared or not), personnel, sub-contractors, sub-proponents, service providers and suppliers, observe the highest

standard of ethics during the selection and execution its contracts. In pursuance of this policy, the Client:

- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i. “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
 - v. “obstructive practice” is
 - deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - acts intended to materially impede the exercise of the relevant government authorities’ inspection and audit rights.
- b) will reject a proposal for award if it determines that the recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c) will cancel the portion of the contract if it determines at any time that representatives of the Client or of a beneficiary were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the Proponent having taken timely and appropriate action satisfactory to the Client to address such practices when they occur; and
- d) will take action against any Party or an individual at any time, in accordance with rules and regulations including by publicly declaring such Parties or individual ineligible, either indefinitely or for a stated period of time.

2.4 Proposal Validity

The Data Sheet indicates how long the Proposals must remain valid after the submission date. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request to extend the validity period of proposals. The Parties who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated

in the Proposal, or in their confirmation of extension of validity of the Proposal, The Proponents could submit new staff in replacement, who would be considered in the final evaluation for contract award. Proponents who do not agree have the right to refuse to extend the validity of their Proposals.

2.5 Language of Proposal

The proposal documents must be in written English.

2.6 Preparation of Proposals

- a) The Proposal as well as all related correspondence exchanged by the Proponents and the Client, shall be written in the language (s) specified in the RFP.
- b) In preparing their Proposal, Proponents are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

2.7 Technical Proposal Format and Content

The Technical Proposal shall provide the information indicated in the following paras from (a) to (f) using the attached Standard Forms (Section 4).

- a) A brief description of the Proponents' organization and an outline of recent experience of the Proponents and, in the case of joint venture, for each partner, on assignments of a similar nature are required in Form TECH-2 of Section 4. For each assignment, the outline should indicate the names of Sub-Proponents/ Professional staff who participated, duration of the assignment, contract amount, and Proponent's involvement. Information should be provided only for those assignments for which the Proponent was legally contracted by the client as a corporation or as one of the major consultancy firm/organization within a joint venture. Assignments completed by individual Professional staff working privately or through other organisations cannot be claimed as the experience of the Proponent, or that of the Proponent's associates, but can be claimed by the Professional staff themselves in their CVs. Proponents should be prepared to substantiate the claimed experience if so requested by the Client.
- b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the assignment.
- c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-3 of Section 4. The work plan should be consistent with the Work Schedule (Form TECH-6 of Section 4) which will show in the form of a bar chart the timing proposed for each activity.
- d) The list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-4 of Section 4).

- e) CVs of the professional staff signed by the staff themselves or by the authorized representative of the professional staff (Form TECH-5 of Section 4).
- f) Form TECH-4 and TECH-5 shall be filled for each of the island specified in Section 6 TOR –10 Focus Islands.
- g) The Project Manager, Civil Engineer and Electro-Mechanical Engineer will be a common person for all the specified islands, whereas, a separate Senior Engineer and Field Engineer should be assigned to each of the specified islands.
- h) The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

2.8 Financial Proposal Format and Content

- a) Financial Proposal submitted shall include the total cost for each of the island specified in the TOR (form FIN-2) and the total amount of financial proposal shall be inclusive of General Service Tax (GST).
- b) Financial Proposal submitted shall include the breakdown of cost for each of the island (Form Fin-3). Form Fin-3 shall be prepared for each of the island.
- c) Failure to submit the Form Fin-3 for all the islands specified in the TOR will lead to the disqualification of the proposal submitted by the Proponent.

2.9 Clarification and Amendment of RFP Documents

- a) During the RFP process, questions or clarifications regarding this RFP document must be requested in writing to the person and address stated in the **Data Sheet**.
- b) Any additional documentation issued by the Client during the tender process shall be deemed to form part of this RFP and shall supersede any part of the RFP where indicated. The Client may also exercise the option to extend the tendering period and/or postpone the proposal submission date in the event that subsequent documentation is issued.

2.10 Communications

Except as provided in the preceding section relating to questions about this RFP, No parties shall contact any officers, employees, or team members of Client with respect to this RFP. Any oral communication with a Client employee concerning this RFP is not binding on the Client and shall in no way alter any specifications, term or condition of this RFP or any contract documents.

2.11 Submission, Receipt, and Opening of Proposals

- a) The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Proponents themselves. The person who signed the proposal must initial such corrections.
- b) An authorized representative of the Proponent shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the

representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked “Original”.

- c) Proponents shall submit a “Compliance Statement” stating that the offer is made in accordance with the Request for Proposal. Proponents who offer additional or alternative conditions shall clearly state those in their proposals.
- d) The technical proposal and financial proposal must be submitted in a sealed envelope to the address indicated in the **Data Sheet**. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical and Financial Proposal” followed by the name of the assignment, and with a warning “Do Not Open, except in the Presence of the Deadline of Submission.” The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal submitted is not in the separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive
- e) The Proposals must be sent to the address indicated in the Data Sheet and received by the Client no later than the date specified in the Data Sheet, or any extension to this date. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- f) The Client shall open the Technical and Financial Proposal immediately after the deadline for their submission. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Proponents.

2.12 Evaluation of proposals

- a) From the time the Proposals are opened to the time the Contract is awarded, the Proponents should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Proponents to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Proponents’ Proposal.
- b) The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Technical Requirements, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Technical Requirements or if it fails to achieve the minimum technical score indicated evaluation criteria specified in the Data Sheet.
- c) To be eligible for this assignment the proponents must clearly show their capacity to accomplish the work in the required time frame with the proposed project team by showing the adequacy of staff selected and their current workload.
- d) After the technical evaluation is completed, the Client shall inform the Proponents who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Proponents whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and Schedule of Requirements. The Client shall

simultaneously notify in writing Proponents that have secured the minimum qualifying mark as well.

- e) The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail.
- f) The **highest** evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Evaluation Criteria: $S = St \times T\% + Sf \times P\%$. The Party achieving the **highest combined technical and financial score** will be invited for negotiations.

2.13 Damages

- a) The Client may claim damages in respect of any direct loss that can be reasonably attributed to delays, defects or other breaches of contract on the part of the Consultant, unless the Consultant demonstrates that the Consultant did not cause the breach of contract or the reason for the breach of contract.
- b) Liquidated damages shall be deducted from any other damages in respect of the same delay.
- c) If the agreed delivery date or other time limit in the delivery schedule in respect of which the parties have stipulated is not complied with, and this is not caused by force majeure or circumstances related to the Client, there is a delay on the part of the Consultant that triggers liquidated damages.
- d) The liquidated damages shall accumulate automatically. The liquidated damages amount to 0.05 percent of the total consideration payable for the deliverables (the contract price), excluding relevant Taxes, for each calendar day of delay, but albeit limited to a maximum of one hundred (100) calendar days.
- e) The Client shall not have the right to terminate the Agreement for breach for as long as the liquidated damages continue to accumulate. However, this time restriction shall not apply in the case of wilful misconduct or gross negligence on the part of the Consultant or anyone for whom it is responsible.
- f) If only parts of the agreed deliverables are delayed, the Consultant may request a reduction in the liquidated damages proportional to the ability of the Client to utilise the part of the deliverables that has been delivered.

2.13.1 Limitation of Damages

- i. No damages may be claimed in respect of indirect loss. Loss of data is classified as indirect loss, unless such loss is caused by data handling that is the responsibility of the Consultant under the Agreement.
- ii. Overall damages over the term of the Agreement are limited to an amount corresponding to the contract price, excluding relevant Taxes, or an agreed estimate for the Assignment.

- iii. The said limitations shall not apply in the case of gross negligence or wilful misconduct on the part of the Consultant or anyone for whom it is responsible.

3 DATA SHEET

3.1.	Name of the Client: Procurement Section Ministry of Environment, Green Building, Handhuvaree Hingun, Maafannu, Male', 20392, Republic of Maldives. Tel. +(960) 301 8343 Email: procurement@environment.gov.mv
3.2.	Financial Proposal to be submitted together with Technical Proposal in two different envelopes on the same day and time specified. <i>Please write name of the Consultancy Assignment and indicate whether it is Financial Proposal or Technical Proposal on the envelopes.</i> Name of the assignment is: Consultancy Services for the Supervision of Flood Mitigation Project, Gdh. Thinadhoo Bidders' Name, Address, Email and Contact number should be written in the envelope.
3.3. Validity	Proposals must remain valid up to 90 days after the submission date.
3.4. Clarifications and Amendments of RFP Documents	Clarifications may be requested not later than 25th August 2020, 1300hrs , by writing to the below address or mailing to the below mentioned email address. Procurement Section Ministry of Environment, Green Building, Handhuvaree Hingun, Maafannu, Male', 20392, Republic of Maldives. Tel. +(960) 301 8343 Email: procurement@environment.gov.mv
3.5. Submission, Receipt, and Opening of Proposals	The Proposal submission address is: Procurement Section Ministry of Environment, Green Building, Handhuvaree Hingun, Maafannu, Male', 20392, Republic of Maldives. Tel. +(960) 301 8343 Email: procurement@environment.gov.mv

	<p>The proposals are expected to be submitted to the address before 1000 hours local time on 27 August 2020. Late bids will be rejected. Bids will be opened at 1000 hours local time on 27th August 2020, in the presence of bidders or their representatives who wish to attend the bid opening</p>																																																							
<p>3.6 Evaluation of Proposals</p>	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(A) COMPANY PROFILE:</td> <td style="text-align: right;">[100]</td> </tr> <tr> <td> 1. No. of similar projects</td> <td style="text-align: right;">[40]</td> </tr> <tr> <td> 2. Min. Value of Similar Assignments</td> <td style="text-align: right;">[30]</td> </tr> <tr> <td> Additional Similar Assignment</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td> 3. Organisational Structure</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total A = []</td> </tr> <tr> <td>(B) SUPERVISION TEAM</td> <td style="text-align: right;">[100]</td> </tr> <tr> <td> 1. Resident Project Manager (Team Leader)</td> <td style="text-align: right;">[30]</td> </tr> <tr> <td> 2. Drainage / Water / Civil Engineer</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td> 3. Electro-Mechanical Engineer</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td> 4. Senior Field Engineer</td> <td style="text-align: right;">[30]</td> </tr> <tr> <td> 5. Assistant Field Engineer</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total B = []</td> </tr> <tr> <td colspan="2"> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 80%;">1. Educational Qualification</td> <td style="text-align: right;">[30%]</td> </tr> <tr> <td>2. General Experience</td> <td style="text-align: right;">[50%]</td> </tr> <tr> <td>3. Specific Experience</td> <td style="text-align: right;">[20%]</td> </tr> </tbody> </table> </td> </tr> <tr> <td>(C) APPROACH, WORK PLAN</td> <td style="text-align: right;">[100]</td> </tr> <tr> <td> 1. Approach & Methodology</td> <td style="text-align: right;">[50]</td> </tr> <tr> <td> 2. Work plan of the Assignment</td> <td style="text-align: right;">[50]</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total D = []</td> </tr> <tr> <td colspan="2"> <p>Technical Score (St) = $A/100*[W1] + B/250*[W2] + C/100*[W3]$</p> <p>Weights Distribution</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 10%;">W1</td> <td style="width: 70%;">Company Profile</td> <td style="width: 20%; text-align: right;">[30%]</td> </tr> <tr> <td>W2</td> <td>Supervision Team</td> <td style="text-align: right;">[40%]</td> </tr> <tr> <td>W3</td> <td>Approach, Work Plan</td> <td style="text-align: right;">[30%]</td> </tr> </tbody> </table> </td> </tr> </tbody> </table>		<u>Points</u>	(A) COMPANY PROFILE:	[100]	1. No. of similar projects	[40]	2. Min. Value of Similar Assignments	[30]	Additional Similar Assignment	[10]	3. Organisational Structure	[20]	Total A = []		(B) SUPERVISION TEAM	[100]	1. Resident Project Manager (Team Leader)	[30]	2. Drainage / Water / Civil Engineer	[20]	3. Electro-Mechanical Engineer	[10]	4. Senior Field Engineer	[30]	5. Assistant Field Engineer	[10]	Total B = []		<p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 80%;">1. Educational Qualification</td> <td style="text-align: right;">[30%]</td> </tr> <tr> <td>2. General Experience</td> <td style="text-align: right;">[50%]</td> </tr> <tr> <td>3. Specific Experience</td> <td style="text-align: right;">[20%]</td> </tr> </tbody> </table>		1. Educational Qualification	[30%]	2. General Experience	[50%]	3. Specific Experience	[20%]	(C) APPROACH, WORK PLAN	[100]	1. Approach & Methodology	[50]	2. Work plan of the Assignment	[50]	Total D = []		<p>Technical Score (St) = $A/100*[W1] + B/250*[W2] + C/100*[W3]$</p> <p>Weights Distribution</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 10%;">W1</td> <td style="width: 70%;">Company Profile</td> <td style="width: 20%; text-align: right;">[30%]</td> </tr> <tr> <td>W2</td> <td>Supervision Team</td> <td style="text-align: right;">[40%]</td> </tr> <tr> <td>W3</td> <td>Approach, Work Plan</td> <td style="text-align: right;">[30%]</td> </tr> </tbody> </table>		W1	Company Profile	[30%]	W2	Supervision Team	[40%]	W3	Approach, Work Plan	[30%]
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The minimum technical score (St) required to pass is: **60** Points

The formula for determining the financial scores is the following:

$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.

The weights given to the Technical and Financial Proposals are:

$T = [0.6]$, and

$P = [0.4]$

If the financial price of the bidder is equal or above 10 % maximum or 10% minimum of the estimated priced for the assignment ,the respective bid will not be considered for further consideration for award and the following next highest score (technical and financial) bidder will be taken as recommendation for awarding process.

PART II - STANDARD FORMS

4 TECHNICAL PROPOSAL - STANDARD FORMS

FORM TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consultancy service for Consultancy Services for the Supervision of Flood Mitigation Project, Gdh. Thinadhoo in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services and fulfill the terms and conditions related this contract.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____ Address: _

FORM TECH-2: Proponent's Organization and Experience

A - Proponent's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Proponent's Experience

*[Using the format below, provide information on each contract/assignment for which your Organisation, individually as a corporate entity or as one of the major companies within an association, for carrying out **similar consultancy programmes**. Use 5 pages.]*

Contract/Activity Name:	Approx. If a contract, value of the contract (in MVR):
Country: Location within country:	Duration of assignment/activity (months):
Name of Client:	Total NO of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in MVR):
Start date (month/year): Completion date (month/year):	NO of professional staff-months provided by associated Proponents:
Name of associated Parties, if any:	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Activities/Project:	
Description of actual services provided by your staff within the Activities:	

Firm's Name: _____

FORM TECH-3: Description of Approach, Methodology and Work plan for performing the Assignment

(For small or very simple assignments the Client should omit the following text in Italic)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (10-15 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

FORM TECH-4: Team Composition and Task Assignment

<i>Professional Staff</i>				
Name of Staff	Organisation	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-5: Curriculum Vitae (CV) for proposed Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant trainings since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: _____ To [Year]: _____
Employer: _____
Positions held: _____

Letter of commitment shall be submitted by all the key staff of the proposed team of the consultant firm with their CV.

FORM TECH-6: Work Schedule

	<i>[1st, 2nd, etc. are days from the start of assignment.]</i>												
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	...
Activity (Work)													

5 FINANCIAL PROPOSAL - STANDARD FORMS

FORM FIN-1: Financial Proposal submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide consultancy service for Consultancy Services for the Supervision of Flood Mitigation Project, Gdh. Thinadhoo in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

¹ Amounts must coincide with the ones indicated under financial proposal in Form FIN-2.

FORM FIN-2: Financial Proposal Summary

SUMMARY OF COSTS

Costs	Amount (in MVR)
Subtotal	
Local Taxes	
Total Amount of Financial Proposal	<hr/> <hr/>

Note: Payment will be made in Maldivian Rufiyaa (MVR)

FORM FIN-3: Financial Proposal Breakdown

BREAKDOWN OF PRICE PER ACTIVITY

Island No.: _____	Island Name: _____	Description: _____
Price Component	Currency: MVR	Amount(s)
Remuneration		
Reimbursables		
Subtotal		_____

(to be added) BREAKDOWN OF REMUNERATION

Island No. _____		Island Name: _____		
Names	Position	Input ¹	Remuneration Rate (in MVR)	Amount (in MVR)
Regular staff				
Local staff				
Consultants				
Grand Total				_____

¹ Staff months, days, or hours as appropriate.

(to be added) REIMBURSABLES

Island No: _____

Island Name: _____

No.	Description	Unit	Quantity	Unit Price In MVR	Total Amount In MVR
1.	International flights _____	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs ²				
5.	Office rent/accommodation/ clerical assistance				
6.	Communication costs between _____ and _____ (telephone, telegram, telex)				
7.	Drafting, reproduction of reports				
8.	Equipment: vehicles, computers, etc.				
9.	Software				
	Grand Total				_____

Indicate the total cost with detail cost to be paid in Maldivian Rufiyaa (MVR).

Note:

The consultancy firm is to submit copy of the GST registration certificate along with the financial proposal.

All Consultancy firm shall express the price of their services in Maldivian currency

² Local transportation costs are not included if local transportation is being made available by the Client. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Client.

6 TERMS OF REFERENCE

Consultancy Services for the Supervision of Flood Mitigation Project, Gdh. Thinadhoo

1. Introduction

The Ministry of Environment (MoEnv) (hereinafter called “the Client”) intends to apply part of the proceeds from the Government PSIP Budget for the following services: Consultancy Services for the Supervision of Flood Mitigation Project, Gdh. Thinadhoo

2. Background

The Maldives consist of 1190 low-lying coral islands spread over an area of 90,000km² in the Indian Ocean. Nearly 200 islands are inhabited, around 90 islands are resorts, and the rest are uninhabited. There are 26 geographical atolls which are grouped into 20 administrative atolls.

The Maldives is regularly exposed to multiple natural hazards and the disaster risk scenario for the country is described as “moderate” due to low probability of hazard occurrence and high vulnerability from exposure to geographical, topographical and socio-economic factors. Its unique geography makes this archipelagic small islands nation particularly vulnerable to projected adverse consequences of climate change, including sea level rise, as well as increases in sea surface temperatures, ocean acidification and frequency/intensity of droughts and storms. For example, sea levels are projected to rise within the range of 10 to 100 centimeters by year 2100, threatening submergence of the entire country in the worst-case scenario. Extreme rainfall events are likely to occur twice the current frequency by 2050. Higher ocean temperatures increase the rate of coral bleaching and increase the risk of massive coral die-off during the local ocean temperature spikes that occur during El Nino events. Within the archipelago some islands are more vulnerable to natural cases when compared to other islands. Moreover, various human intervention have had a compound effect on accelerating this condition.

Due to the low lying nature of the islands, most communities around the country face severe inundations during monsoon season, leading to damage and loss of personal property, destruction of crops as well as deterioration of the overall wellbeing of the community.

In order to ensure that mitigation measures are taken to tackle issues related to flooding, it is vital to develop systems at an island level that can improve quality of life along with contribute to the replenishment of the island’s natural aquifer.

3. Scope of Works

Part I: Supervision and Coordination

Construction Supervision

The construction supervision phase of the project will be carried out during project implementation.

The Consultants will implement Construction Supervision including:

- a. Review of Designs:** the Consultant will review the detail designs made by the contractor to ensure that it provides the product required and to verify that correct engineering practices were used in the design and ensure that the design meet the needs and the standards of the Client.
- b. Material Approval:** Approval of all the materials required for the works shall be checked, compared with specifications given in the proposals and design requirements and approved in a predefined clear process and records must be maintained in proper manner and share with the Client. Approvals shall be organized in a way not causing any delays to Contractors works.
- c. Coordination of works:** the Consultant will organize and direct execution of the works, by defining compliance with programmes and relations between stakeholders (MoEnv/PMU, Contractors, Suppliers and third parties). Coordination will be ensured mainly by holding regular site meetings and general monthly meetings, with managers of the Contractors and Manufacturers, the MoEnv/PMU.
- d. Supervision of field surveys:** the Consultants will supervise the Contractors who should carry out field surveys such as topographic, hydro-geological and geological surveys. The Consultants will prepare technical reports on all measurements made by the Contractor and will submit them to the MoEnv/PMU.
- e. Identifying Special Studies:** in case the Consultants during progress of work come to the conclusion that special studies would be required to assist the Project Management Unit (PMU) in specific problems unforeseeable before conclusion of consulting contract, he will inform the MoEnv/PMU immediately and early enough to allow the Employer to arrange for such expertise.
- f. A Quality Control and Quality Assurance Plan** will be developed by the Consultants to ensure that the structures are built and equipment installed in conformity with the Contractual Specifications, approved drawings, standards, good engineering practice and State-of-the-Art.
- g. A Plan for Project Cost Control** will be developed on the basis of the field survey control and quantity survey required for determination of actual quantities of work accomplished

by the Contractor(s) and Supplier(s) under direct guidance of the MoEnv/PMU, the Consultant will approve or reject the quantities of materials delivered, equipment erected, and works performed by the Contractor(s) and Manufacturer(s).

- h. Plan for Project Progress Control:** using the same basic data as those established for project cost control, a progress chart will be maintained and updated in the Consultant(s) office. The work progress will be followed by the Consultant especially during the weekly works meetings on sites. A monthly report of weekly meetings will be established by the Consultant.
- i. Representing the MoEnv/PMU:** the Consultants shall be the MoEnv/PMU's representative on site and shall perform all duties delegated by the MoEnv/PMU in writing in accordance with FIDIC. The Project Coordinator (PC) for the project will be appointed by the MoEnv/PMU in writing.
- j. General Reporting to Government.** The Consultants will assist the MoEnv/PMU in supplying information related to the design and works progress to Government
- k. Environmental Compliance:** The consultant shall ensure that the contractor is in full compliance with the approved EIA and other relevant environmental regulations for the project.
- l. Social Compliance:** The consultant shall provide, implement and enforce a complaint and grievance mechanism for the project. This includes weekly reporting of the status of complaints to the Client.

Works commissioning

The Consultants will implement Works commissioning including:

- m. Supervising the acceptance tests and preparing the **Completion Certificate** and the **Temporary Acceptance Certificate**.**
- n. Preparing the **Completion Report** which will be based on the record maintained during work supervision phases. It will include the environmental completion report which will be submitted to MoEnv/PMU for compliance with initial recommendations.**
- o. Implement Shop Inspection of Electromechanical Equipment:** the Consultants will check the manufacturing of equipment and will attend tests of main items for acceptance as and when necessary. These tests concern mechanical tests and chemical analyses, routing tests and standard tests, dimensional checks and Non-destructive tests.
- p. Review the 'As-Built Drawings'.** The Consultants will review the 'As-Built Drawings' during construction of works prepared by the Contractor.
- q. Prepare Operation and Maintenance Manuals:** Based on the information and booklets received from the Contractors, Manufacturers, Suppliers and his own experience, the

Consultants will prepare the Operation and Maintenance Manuals. He will complete the Manuals with the O&M recommendations identified in Part I.

Outputs of Part I:

- Contractors are properly supervised and coordinated as per MoEnv/PMU instructions.
- Quality Control and Quality Assurance Plans are issued.
- Various authorizations and instructions to the Contractor(s) and/or Manufacturer(s) being issued regularly.
- Plan for Project Cost Control update delivered monthly as per MoEnv/PMU instructions.
- Plan for Project Progress Control update delivered monthly as per MoEnv/PMU instructions.
- Works are temporarily commissioned, 'As Built Drawings' delivered and Operation & Maintenance Manuals issued.
- Weekly, monthly and final report.
- Training for the relevant staff.
- Grievance and complaint management plan for the project

Part II: Capacity Building and Performance Control over Defect Liability Period

Capacity Building

The Consultant will provide on-the job training to the counterpart staff on all aspects of the work carried out. Selected counterpart staff from each island will be attached to the Consultant's team for on-the-job-training in construction supervision. During construction stage the contractor will provide on-the-job training to the selected counterpart staff from the beginning of construction works.

After commissioning, the Consultant will organize a formal two weeks training for the operation and maintenance of the works rehabilitated or newly installed, followed by two weeks of practical exercises on sites.

Defect Liability of Contractors

The Consultant will carry out quarterly inspections during the one year defects liability period and instruct accordingly the contractors with regard to outstanding works and defects. After this period and satisfactory inspections, the Final Acceptance Certificate will be issued.

Defect Liability of the Consultants

The MoEnv/PMU will be in charge of validating the result of the work of the Consultants against the targeted objectives. Any additional consultancy needed for corrective actions that may occur for reaching the objectives will be under the responsibility of the Consultant (unless these measures could not be identified at the detailed design stage or are not under the responsibility of the Consultants).

Outputs of Part II:

- Key MoEnv/PMU staff are trained on the job and formerly;
- Defect liability of contractors has been controlled.
- Project Completion Report (PCR) to be submitted.

3.1 General Requirements

Coordination of works

The Consultant will monitor and report on the progress of the works liaising with MoEnv/PMU and the Contractors. Coordination will be ensured by holding regular site meetings and general monthly meetings, with managers of the Contractors and the MoEnv/PMU.

The Consultant shall establish a field office at each location/ island for the adequate operation and management of the tasks specified.

Quality Control and Quality Assurance monitoring will be carried out by the Consultant to ensure that the structures are built and equipment installed in conformity with the Contractual Specifications, approved drawings, standards and good engineering practice.

A Plan for Project Cost Control will be developed on the basis of the field survey control and quantity survey required for determination of actual quantities of work accomplished by the Contractor. The Consultant will approve or reject the quantities of materials delivered, equipment erected, and works performed by the Contractor in consultation with MoEnv/PMU.

A progress chart will be maintained and updated in the Consultants' office. The work progress will be followed by the Consultant especially during the weekly works meetings on sites. Daily and weekly progress update reports and monthly reports will be prepared by the Consultant and forwarded to the MoEnv/PMU. If there are any urgent issues to notify MoEnv/PMU immediately.

The Conditions of Contract comprise the "General Conditions", which form part of the "Conditions of Contract for Plant and Design-Build" First Edition 1999 published by (Fédération Internationale des Ingénieurs-Conseils, or FIDIC), and the following "Particular Conditions", which include amendments and additions to such General Conditions.

Copies of FIDIC Conditions of Contract, referred to above, maybe obtained from:

FIDIC Secretariat
P.O. Box 86

CH 1000 Lausanne 12
Switzerland
Fax No. +41 21 653 5432

Refer to above FIDIC document which is an integral part of this contract.

The Consultants will assist in providing information related to the works progress to MoEnv/PMU when needed

4. Project Team

The following staff shall be employed in team as detailed below;

#	Post	No
1	Resident Project Manager (Team Leader)	1
2	Drainage / Water / Civil Engineer	1
3	Electro-Mechanical Engineer	1
4	Senior Field Engineer	1
5	Assistant Field Engineer	1

A separate person should be proposed for each of the key experts in the project. The resident project manager, senior field engineer and Assistant Field Engineer should not be engaged in any other assignments handled by the ministry.

4.1 Similar Assignments

To be eligible for this assignment, the consultancy firm must demonstrate past experience in performing the services (description of similar assignments, Value of such assignments). The Firm shall have carried out a minimum of Four (4) similar assignments with an average contract value of MVR 1,000,000.00.

4.2 Qualifications of the Design and Consultancy team

The Consultant should submit full CV's for each of the proposed staff members highlighting the criteria given below.

	PROJECT MANAGER		Sub- Category		Total Score	Sub-Score
Education & Qualification	Bachelor's degree in Project Management or Environmental Management/Science or in a related field				9.0	
General Experience	Experience in the field of civil works	(a)	Experience of 07 Years	7	15.0	15.0
		(b)	Experience of 05 Years	5		10.7
		(c)	Experience of 03 Years	3		6.4
Specific Experience	Experience as a project manager or equivalent position in managing civil works project, which may include resort development, infrastructure works such as buildings, water supply, sewerage facilities, waste management, energy etc.	(a)	Experience of 04 Years	4	20.0	20.0
		(b)	Experience of 03 Years	3		15.0
		(c)	Experience of 02 Years	2		10.0

	DRAINAGE/ WATER / CIVIL ENGINEER		Sub- Category		Total Score	Sub-Score
Education & Qualification	Bachelor's degree in Civil Engineering.				6.0	
General Experience	Experience in Design Works.	(a)	Experience of 05 Years	5	10.0	10.0
		(b)	Experience of 03 Years	3		6.0
		(c)	Experience of 01 Years	1		2.0

Specific Experience	Experience in Design Works such as buildings, resorts, water supply and sewerage works, coastal works, road projects, drainage etc. In addition should be able to monitor and check of materials and equipments as per approval or acceptable specifications and standards.	(a)	Experience of 05 Years	5	4.0	4.0
		(b)	Experience of 04 Years	4		3.2
		(c)	Experience of 03 Years	3		2.4

	ELECTRICAL ENGINEER		Sub- Category		Total Score	Sub-Score
Education & Qualification	Bachelor's Degree in Electrical/Mechanical Engineering				3.0	
General Experience	Experience in designing of electrical / mechanical components.	(a)	Experience of 05 Years	5	5.0	5.0
		(b)	Experience of 03 Years	3		3.0
		(c)	Experience of 01 Years	1		1.0
Specific Experience	Experience in design of electrical / mechanical components in resorts, buildings, water supply, drainage and sewerage projects. In addition should be familiar with pumps and its operations under different applications.	(a)	Experience of 05 Years	5	2.0	2.0
		(b)	Experience of 04 Years	4		1.6
		(c)	Experience of 03 Years	3		1.2

	SENIOR FIELD ENGINEER		Sub- Category		Total Score	Sub-Score
Education & Qualification	Bachelor's degree in Civil Engineering.				3.0	
General Experience	Experience in Construction Site Management.	(a)	Experience of 05 Years	5	5.0	5.0
		(b)	Experience of 04 Years	4		4.0

		(c)	Experience of 03 Years	3		3.0
Specific Experience	Experience in Senior Project Manager in include resort development, infrastructure works such as buildings, water supply, sewerage facilities, waste management, energy, drainage and road development etc.	(a)	Experience of 04 Years	4	2.0	2.0
		(b)	Experience of 03 Years	3		1.5
		(c)	Experience of 02 Years	2		1.0

	ASSISTANT FIELD ENGINEER		Sub- Category		Total Score	Sub-Score
Education & Qualification	Bachelor's degree in Civil Engineering.				3.0	
General Experience	Experience in Supervision and Monitoring of Civil Works.	(a)	Experience of 03 Years	3	5.0	5.0
		(b)	Experience of 02 Years	2		3.3
		(c)	Experience of 01 Years	1		1.7
Specific Experience	Experience in Construction Site Management, Monitoring and Quality Check of on all sorts of building works, pipe jointing works, concrete quality test works and other works carried out on site. In addition Monitor and Check Quality of Materials brought to site.	(a)	Experience of 03 Years	3	2.0	2.0
		(b)	Experience of 02 Years	2		1.3
		(c)	Experience of 01 Years	1		0.7

NOTE: The proposed **RESIDENT PROJECT MANAGER, SENIOR FIELD ENGINEER** and **ASSISTANT FIELD ENGINEER** for the respective islands **SHOULD NOT** be working in any project assignment in the Ministry of Environment.

The bid will not be rejected based on disqualification of a team personnel/s identified in the Terms of Reference (TOR) and shall pass to the opening of the financial proposal. The team members who does not qualify may be asked to be replaced during the contract negotiation period.

The central project team comprising of the resident project manager, resident civil engineer and resident electrical engineer should be based in the capital city, Male' of Maldives. A consultant shall set-up their office in capital city, Male'.

Foreign bidders shall have an association with a local partner to facilitate all local requirements and logistics. The details of this party shall be provided with the proposal and association agreement.

5. Reporting Requirements

The consultants should submit a Monthly report at the end of each month within 10 working days of the preceding month, in a format agreed with the MoEnv/PMU representative. At the end of each quarter a consolidated report summarizing the events of the months preceding shall be submitted in place of the monthly report.

A final report shall be produced 30 days following the issuance of Performance Certificate to the Contractor by the Supervision Consultant to MoEnv/PMU.

6. Equipment, logistics and facilities

The Consultants shall ensure that experts are adequately supported and equipped. In particular he/she shall ensure that there are sufficient administrative, computing and secretarial provision to enable experts to concentrate on their primary responsibilities. The Consultant shall meet the full costs for the supply of the teams including all travels, remuneration, insurance, emergency medical aid, facilities and all else necessary for the competent operation of their teams. The Consultants will provide their own office space for their Project team.

7. Payment

Remuneration will be in accordance with the schedule specified below;

DESCRIPTION	ALLOCATION	REQUIREMENT
Part I Monthly payment	As per invoice	Submission of Monthly Report
		Submission of Invoice in the specified format
Part II Quarterly Payments	As per invoice	Upon submission of quarterly inspection report for defects notification during defects liability period.

8. Deliverables

The consultants shall complete the following deliverables and submit the following reports;

Part I

- Weekly reports

- Monthly reports
- Quarterly reports
- Trainings for relevant staff
- Final report

Part II

- Quarterly inspection reports
- Project Completion Report (PCR)
- Trainings and Operations Manual

9. Technology Transfer

The Consultant shall consider the technology transfer as an important aspect of this project. The Consultant shall provide the opportunity to the staffs of the client and island council to be involved in the working team of Consultants during the work supervision stage of the project for their capacity development wherever possible.

10. Duration of the Assignment

The period of total engagement will be **12 months** upon the signing of the contract agreement with the selected Consultant for the Consultancy for Works Supervision. Commencement of Supervision Consultancy work will start soon after the mobilization of selected Contractor to the site.