Ministry of Health Male', Republic of Maldives

REQUEST FOR PROPOSALS

For the selection of Consultancy Services for the Feasibility Study of a Cancer hospital in the Greater Male' Region.

Procurement Reference No: Moh/NCB/2024/06

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Issued By: Procurement Division Ministry of Health

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Section 1. Instructions to Consultants

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1. Introduction

- 1.1 The Procuring Entity named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Procuring Entity before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Procuring Entity's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Procuring Entity will provide at no cost to the Consultants the timely inputs and facilities specified in the Terms of Reference in Section 5, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Entity 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 Consultants.

Conflict of Interest

- 1.6 Government policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Procuring Entity's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
 - 1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

(i) A firm that has been engaged by the Procuring Entity to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and

satellite imagery.

Conflicting assignments

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Entity. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Procuring Entity in the privatization of public assets shall not purchase, nor advice purchasers of, such assets. Similarly, a consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Entity's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, 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.
- 1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 1.6.3 No agency or current employees of the Procuring Entity shall work as consultants under their own ministries, departments or agencies. Recruiting former government employees of the Procuring Entity to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Procuring Entity by the Consultant as part of his technical proposal.

Unfair Advantage

1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Procuring Entity shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption

1.7 It is the Government's policy to require that Procuring Entities, as well as consultants and their sub-consultants, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Government:

- (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"
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government 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
 - (bb) acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under sub-clause (e) below.
- (b) will reject a proposal for award if it determines that the consultant 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 procurement if it determines at any time that representatives of the Procuring Entity were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Government to address such practices when they occur;
- (d) will suspend a consultant or individual from participation in public procurement, by declaring it ineligible, either indefinitely or for a stated period of time, to be awarded a government-funded contract if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing a government-financed contract; and
- (e) will include a provision in contracts financed by the Government, requiring Consultants, and their sub-consultants to permit the Government to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Government.

- 1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

Eligibility

- 1.10 A Tenderer shall meet the following criteria to be eligible to participate in public procurement:
 - (a) have the legal capacity to enter into the contract;
 - (b) not be insolvent, in receivership, bankrupt or being wound up, its affairs not being administered by a court or a judicial officer, its business activities not being suspended and not the subject of legal proceedings for any of the foregoing;
 - (c) have fulfilled its obligations to pay taxes and social security contributions;
 - (d) not have been, and its directors or officers not have been, convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
 - (e) not have a conflict of interest in relation to the procurement requirement in accordance with Sub-Clause 1.6.

Eligibility of Sub-Consultants

1.11 In case a shortlisted Consultant intends to associate with consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in Sub-Clause 1.10 above.

Origin of Goods and Consulting Services

- 1.12 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:
 - (i) as a matter of law or official regulation, the Republic of Maldives prohibits commercial relations with that country; or
 - (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of Maldives prohibits any imports of goods from that country or any payments to persons or entities in that country.

Only one Proposal

1.13 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

Proposal Validity

1.14 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Entity will make its best effort to complete negotiations within this period. Should the need arise, however, the Procuring Entity may request Consultants to extend the validity period of their proposals. Consultants 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, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

2. Clarification and Amendment of RFP Documents

- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2 At any time before the submission of Proposals, the Procuring Entity may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Entity may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

- 3.1 The Proposal, as well as all related correspondence exchanged by the Consultants and the Procuring Entity, shall be written in the language (s) specified in the Data Sheet.
- 3.2 In preparing their Proposal, Consultants 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.
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
 - (a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or subconsultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Procuring Entity if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - (b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the

Consultants.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language

(d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Procuring Entity's national language.

Technical Proposal Format and Content

- 3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (f) using the attached Standard Forms (Section 3).
 - (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Procuring Entity as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Entity.
 - (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
 - (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Procuring Entity (Form TECH-3 of Section 3).
 - (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology.
 - (c) (i) For the FTP, and STP: 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-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) 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-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- 3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

- 3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Procuring Entity under the Contract. Unless otherwise indicated in the Data Sheet, Consultants are required to include all such taxes and charges in their Financial Proposals.
- 3.8 Unless otherwise specified in the Data Sheet, the Consultant shall quote entirely in Maldivian Rufiya. Where the Data Sheet permits proposals in other currencies, the Consultant may express the proposal price in the currency of any eligible country but shall use no more than two currencies.
- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

4. Submission, Receipt and Opening of Proposals

- 4.1 The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants 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 dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The

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Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Procurement Reference number and the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the assignment, and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]". The Procuring Entity 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 a cause for the rejection of a Proposal. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Procuring Entity after the deadline for submission shall be returned unopened.
- 4.6 The Procuring Entity shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Any effort by consultants to influence the Procuring Entity in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluation of Technical Proposals

5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, subcriteria, 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 Terms of Reference or if it fails to achieve the minimum qualifying technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals

5.3 After the technical evaluation is completed and the Government has issued its approval (if applicable), the Procuring Entity shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Procuring Entity shall simultaneously notify in

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writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.

- 5.4 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.
- 5.5 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. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based type of contract applies, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum type of contract applies, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
- 5.6 In case of QCBS, the lowest 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 Data Sheet: S = (St x T%) + (Sf x P%). The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.7 In the case of the Least-Cost Selection, the Procuring Entity will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.5 shall be considered, and the selected firm is invited for negotiations.

6. Negotiations

6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Procuring Entity proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Procuring Entity and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required

from the Procuring Entity to ensure satisfactory implementation of the assignment. The Procuring Entity shall prepare minutes of negotiations which will be signed by the Procuring Entity and the Consultant.

Financial negotiations

6.3 Financial negotiations will reflect any changes resulting from agreed technical modifications. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. Where para 3.7 is modified in the Data Sheet, financial negotiations will clarify the tax liability of the Consultant.

Availability of Professional staff/experts

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Procuring Entity expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Procuring Entity will require assurances that the Professional staff will be actually available. The Procuring Entity will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

Conclusion of the negotiations

6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Procuring Entity and the Consultant will initial the agreed Contract. If negotiations fail, the Procuring Entity will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

7. Award of Contract

- 7.1 After completing negotiations the Procuring Entity shall award the Contract to the selected Consultant, publishing a notice of award of the Contract and promptly notify all Consultants who have submitted proposals. After Contract signature, the Procuring Entity shall return the unopened Financial Proposals to the unsuccessful Consultants.
- 7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 7.3 Any Consultant may seek a review, in accordance with Regulation 52 of the public procurement chapter of the Financial Regulations, of an act or omission by a Procuring Entity, which it considers to be in breach of Financial Regulations. Any application for review must be submitted in writing to the Accountable Officer of the Procuring Entity, within ten working days from the date the Consultant knew, or should have known, of the circumstances giving rise to the complaint. If the Accountable Officer does not issue a decision within ten days, or the Consultant is not satisfied with the decision, the Consultant may submit the complaint to the Public Procurement Policy Section.

8. Confidentiality

8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The

undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's anti corruption policy.

Section 2. Instructions to Consultants – Data Sheet

The following data shall complement, supplement, or amend the provisions in the Instructions to Consultants (ITC) in Section 1. Whenever there is a conflict, the provisions herein shall prevail over those in Section 1.

ITC Ref	Data that supplements the ITC
1.1	Name of the Procuring Entity: Ministry of Health Method of selection: QCBS – Quality and Cost based selection
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes Name of the assignment is: Consultancy Services to Support the implementation of a comprehensive oxygen supply system.
1.3	A pre-proposal conference will be held: No Date & time - Venue: Ministry of Health
1.14	Proposals must remain valid for: <u>120</u> days after the submission date, i.e. until: <i>Hundred and twenty days</i>
2.1	Clarifications may be requested not later than 26th February 2024, Thursday @11:00am.
	The address for requesting clarifications is:
	Ministry of Health Roashanee Building, Male' Republic of Maldives
	Facsimile:
	E-mail: <u>tender@health.gov.mv</u>
3.1	Proposals shall be submitted in the following language "English"

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ITC Ref	Data that supplements the ITC
3.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: No.
3.4	The format of the Technical Proposal to be submitted is: STP \checkmark
3.3(b)	The estimated number of professional staff-months required for the assignment is: not less than 3 months
3.6	 The following costs shall be listed in the Financial Proposal: (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office for purposes of the and the personnel shall be absent from the home office for purposes of the financial proposal.
	 Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, investigations and surveys; (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;
	 (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services; (6) cost of printing and dispatching of the reports to be produced for the Services; (7) other allowances where applicable and provisional or fixed sums (if any); and (8) cost of such further items required for purposes of the Services not covered in the foregoing.
3.7	Consultants are required to include all taxes and charges in their Financial Proposals.
3.8	The Consultant is required quoting entirely in Maldivian Rufiya.
4.3	Consultant must submit the original and 1 (One) hard copies and Scanned copy of the Technical Proposal, and the original of the Financial Proposal as single envelope.
4.5	The Proposal submission address is: Tender Evaluation Section Ministry of Health Sosun Magu, Male' Republic of Maldives Tel: (960) 3014386, (960) 3014385 Fax: (960) 3328889 tender@health.gov.mv

REQUEST FOR PROPOSALS FOR THE SELECTION OF CONSULTANCY SERVICES FOR: THE SELECTION OF CONSULTANCY SERVICES FOR: FEASIBILITY STUDY OF CANCER HOSPITAL AT GREATER MALE' REGION.

Section 2. Instructions to Consultants- Data Sheet

ITC Ref	Data that supplements the ITC
	Proposals must be submitted no later than the following date and time: 29th February 2024, Wednesday on or before 1000 hours local time
5.2	Criteria, sub-criteria, and point system for the evaluation of Proposals are:
	(i) Experience 40
	(ii)Adequacy of the proposed methodology and work plan60in responding to the Terms of Reference: a)a) Technical Team (Certified Environment Specialist/Environment Engineer, Civil Engineer, Electrical Engineer)50b)Work plan10
	Total weight: 100%
	The minimum technical score S (t) required to pass is: 70 Points
5.5	The single currency for price conversions is: Maldivian Rufiya (MVR) The source of official selling rates is: MMA exchange rate
5.6	The formula for determining the financial scores is the following: S(f) = 100 x (Fm / F), in which $S(f)$ is the financial score, Fm is the lowest price and F the price of the proposal under consideration. The weights given to the Technical and Financial Proposals are: T = 0.7, and P = 0.3

Section 3. Technical Proposal - Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 1 of the RFP for Standard Forms required and number of pages recommended.

Comments in italics, in brackets { } and in black provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; these comments should not appear on the actual Technical Proposals to be submitted.

Form TECH-1:	Technical Proposal Submission Form	18
Form TECH-2:	Consultant's Organization and Experience	19
A - Consultant'	s Organization	19
B - Consultant'	s Experience	20
Form TECH-3:	Consultants Comments and Suggestions	21
A - On the Terr	ns of Reference	21
B - On Counter	part Staff and Facilities to be provided by the Procuring Entity	21
Form TECH-4:	Approach, Methodology and Work Plan	22
Form TECH-5:	Team Composition and Task Assignments	23
Form TECH-6:	Curriculum Vitae (CV) for Proposed Professional Staff	24
Form TECH-7:	Staffing Schedule ¹	26
Form TECH-8:	Work Schedule	27

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for {Insert title of assignment} 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 are submitting our Proposal in association with: $\{Insert \ a \ list \ with \ full \ name \ and \ address \ of \ each \ associated \ Consultant\}^2$

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, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, 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 consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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 [}In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

^{2 [}Delete in case no association is foreseen.]

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

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

FULL REQUEST FOR PROPOSALS FOR THE SELECTION OF CONSULTANTS PROCUREMENT REFERENCE NO:

Section 3. Technical Proposal – Standard Forms

B - Consultant's Experience

{Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use up to 20 pages.}

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Procuring Entity:	Total $N^{\underline{o}}$ of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	Nº of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff w	vithin the assignment:

Firm's Name:

Form TECH-3: Consultants Comments and Suggestions

A - On the Terms of Reference

{Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your methodology.}

B - On Counterpart Staff and Facilities to be provided by the Procuring Entity

{*Comment here on counterpart staff and facilities to be provided by the Procuring Entity according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.*}

Form TECH-4: Approach, Methodology and Work Plan

{*Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:*

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

a) <u>Technical Approach and Methodology</u>. 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) <u>Work Plan.</u> 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 Procuring Entity), 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. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) <u>Organization and Staffing</u>. 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.}

For a Full Technical Proposal, this form should be a maximum of 50 pages, inclusive of charts and diagrams. For a Simplified Technical Proposal, a maximum of 10 pages should be used.

FULL REQUEST FOR PROPOSALS FOR THE SELECTION OF CONSULTANTS PROCUREMENT REFERENCE NO: Section 3. Technical Proposal – Standard Forms

Form TECH-5: Team Composition and Task Assignments

Professional Staff												
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned								

PROCUREMENT REFERENCE NO:

Section 3. Technical Proposal – Standard Forms

Form TECH-6: 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 training 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:

11. Detailed Tasks Assigned	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>(Among the assignments in which the staff has been involved, indicate</i>
{List all tasks to be performed under this assignment}	the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.} Name of assignment or project:
	Year:
	Location:
	Procuring Entity:
	Main project features:
	Positions held:
	Activities performed:

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

	Date:	
{Signature of staff member or authorized representative of the staff}	_	Day/Month/Year
Full name of authorized representative:		

PROCUREMENT REFERENCE NO:

Section 3. Technical Proposal – Standard Forms

	N					Staff in	put (in tl	he form	of a bar	chart) ²					Total staff-month input		
N°	Name of Staff	1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total
Foreign	•											•	•				
		[Home]															
1 2		[Field]															
2												.		L			
2																	
3																	
5																	
				-								.		_			
		-															
n														+			
											Subto	tal					
Local											1				I		
		[Home]															
1		[Field]									1	1					-
2																	
2]					1						
n																	
n																	
											Sb4a	(a)					
											Subto	lai					

Form TECH-7: Staffing Schedule¹

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

= Full time input

= Part time input.

PROCUREMENT REFERENCE NO:

Section 3. Technical Proposal – Standard Forms

N°	1	Months ²													
IN ³	Activity ¹	1	2	3	4	5	6	7	8	9	10	11	12	n	
1															
2															
3															
4															
5															
														 	
														 	
														 	
															
															
														ļ	
				ļ										 	
															
n														1	

Form TECH-8: Work Schedule

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Procuring Entity approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

{Comments in black brackets { } provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated.

The relevant formats for FIN-4 and FIN-5 should be selected, depending on the type of contract indicated in SCC 6.2(b).

Form FIN-1:	Financial Proposal Submission Form	. 29
Form FIN-2:	Summary of Costs	. 30
Form FIN-3:	Breakdown of Costs by Activity	.31
Form FIN-4:	Breakdown of Remuneration (Time-Based)	. 32
Form FIN-4:	Breakdown of Remuneration (Lump-Sum)	. 33
Form FIN-5:	Breakdown of Reimbursable Expenses (Time-Based)	. 34
Form FIN-5:	Breakdown of Reimbursable Expenses (Lump-Sum)	.35

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [*Name and address of Procuring Entity*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Title of assignment*] 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 figures*]¹. This amount is inclusive of all local taxes and duties where applicable.

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, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below: [If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution]."

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

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

We remain,

Yours sincerely,

Authorized Signature:	
Name and Title of Signatory:	
Name of Firm:	

Address:

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2

Form FIN-2: Summary of Costs

_	Costs				
Item	[Indicate Currency 1]	[Indicate Currency 2]			
Total Costs of Financial Proposal ¹					

1 Indicate the total costs, to be paid by the Procuring Entity in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Form FIN-3: Breakdown of Costs by Activity¹

Group of Activities (Phase): ²	Description: ³				
	Costs				
Cost component	[Indicate Currency 1] ⁴	[Indicate Currency 2]			
Remuneration ⁵					
Reimbursable Expenses ⁵					
Subtotals					

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

PROCUREMENT REFERENCE NO:

Section 4. Financial Proposal – Standard Forms

Form FIN-4: Breakdown of Remuneration¹ (Time-Based)

(This Form FIN-4 shall only be used when the Time-Based Form of Contract has been indicated in SCC 6.2(b))

Name ²	Position ³	Staff- month	Input ⁵ (Staff-months)	[Indicate Currency 1] ⁶	[Indicate Currency 2] ⁶
		Rate ⁴	(Buill monuls)	, ,	
Foreign Staff	1	1	-		
		[Home]			
		[Field]			
Local Staff					
		[Home]			
		[Field]			
	1	1	Total Costs		

1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.

2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 Indicate between brackets the name of the currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

PROCUREMENT REFERENCE NO:

Section 4. Financial Proposal – Standard Forms

Form FIN-4: Breakdown of Remuneration¹ (Lump-Sum)

(This Form FIN-4 shall only be used when the Lump Sum Form of Contract has been indicated in SCC 6.2(b)). Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Procuring Entity)

Name ²	Position ³	Staff-month Rate ⁴				
Foreign Staff						
		[Home] [Field]				
Local Staff		1 TT 1				
		[Home] [Field]				

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work..

PROCUREMENT REFERENCE NO:

Section 4. Financial Proposal – Standard Forms

Form FIN-5: Breakdown of Reimbursable Expenses¹ (Time-Based)

Group of Activities (Phase):						
N°	Description ²	Unit	Unit Cost ³	Quantity	[Indicate Currency 1] ⁴	[Indicate Currency 2] ⁴
	Per diem allowances	Day				
	International flights ⁵	Trip				
	Miscellaneous travel expenses	Trip				
	Communication costs between [Insert place] and [Insert place]					
	Drafting, reproduction of reports					
	Equipment, instruments, materials, supplies, etc.					
	Shipment of personal effects	Trip				
	Use of computers, software					
	Laboratory tests.					
	Subcontracts					
	Local transportation costs					
	Office rent, clerical assistance					
	Training of the Procuring Entity's personnel ⁶					
Total Costs						

(This Form FIN-5 shall only be used when the Time-Based Form of Contract has been indicated in SCC 6.2(b))

Notes: 1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.

2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

3 Indicate unit cost and currency.

4 Indicate between brackets the name of the currency. Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.

5 Indicate route of each flight, and if the trip is one or two-ways.

6 Only if the training is a major component of the assignment, defined as such in the TOR.

PROCUREMENT REFERENCE NO:

Section 4. Financial Proposal – Standard Forms

Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)

(This Form FIN-5 shall only be used when the Lump Sum Form of Contract has been indicated in SCC 6.2(b)). Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Procuring Entity)

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Procuring Entity's personnel ⁴		

Notes: 1

1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

2 Indicate unit cost and currency.

3 Indicate route of each flight, and if the trip is one or two-ways.

4 Only if the training is a major component of the assignment, defined as such in the TOR.

Section 5. Terms of Reference