



MINISTRY OF ENVIRONMENT

Male' Republic of Maldives

REQUEST FOR PROPOSALS

Training of Operators for Operation & Maintenance of Water Supply and Sewerage Systems in Maldives (GCF project)

NORTH ZONE

[3rd March 2020]

Prepared by

GCF Project Management Unit
Water and Sanitation Department
Ministry of Environment

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1 LETTER OF INVITATION

Dear Proponent,

1. Ministry of Environment (ME) intends procuring the services of an institute to conduct a water and sewerage systems operation and maintenance (O&M) training programme for a selective group of candidates in the north region of Maldives.
2. A detailed Terms of Reference (TOR) and Request for Proposal (RFP) for the consulting services will be attached to the gazette advertisement. Interested consultation Firms may obtain further information via mail to gcf.watsan@environment.gov.mv.
3. The Bidder shall be registered to submit the proposal by submitting 'Bidders' Registration Form' to the email address gcf.watsan@environment.gov.mv **on or before 1200 hours on 08th March, 2020**. Only registered bidders will be qualified to submit a bid proposal. The form will be attached to this gazette advertisement.
4. Any clarifications to the bid may be sent to the email addresses gcf.watsan@environment.gov.mv **on or before 1400 hours on 08th March, 2020**.
5. Proposals shall be delivered in a sealed envelope, bearing the name of the project "Training of Operators for Operation & Maintenance of Water Supply and Sewerage Systems in Maldives (GCF project)", bid opening time and date, the address the bid is submitted to (as in the RFP), and the bidders company name, to the Ministry of Environment at the address specified in the RFP. Proposals shall be valid for a period of 90 days from the date of Opening. Electronic submissions are not allowed.
6. Bids should be submitted **on 1100 hours, Maldivian time on March 11th 2020** (Only bids submitted at this time will be eligible to proceed to evaluation. The bids will be opened at **1100 hours, Maldivian time on March 11th 2020**. Any late bids will be rejected.

**GCF Project Management Unit
Water and Sanitation Department
Ministry of Environment,
Green Building, Handhuvaree Hingun,
Maafannu, Male', 20392,
Republic of Maldives
Tel. (960)-3018-395/393
Email: gcf.watsan@environment.gov.mv**

2 SCHEDULE OF CRITICAL DATES

ACTIVITY	ACTION DATE
Advertised	3 rd March 2020
Registration	8 th March 2020 before 1200hrs
Bid Clarification	8 th March 2020 before 1400hrs
Deadline to submit proposals	11 th March 2020 on 1100hrs

3 SUBMISSION REQUIREMENTS

Interested parties **shall submit** all the Forms listed under **Sections 6 (TECHNICAL PROPOSAL - STANDARD FORMS)** and **Section 7 (FINANCIAL PROPOSAL - STANDARD FORMS)**.

Please CHECK in the BOXES to confirm the submission of the required Forms.

- 1. Proposal Form (Form Tech-1)
- 2. Consultant's Organisation & Experience (Form Tech -2A&2B)
- 3. Methodology and Work Plan (Form Tech -4)
- 4. Team Composition & Task Assignments (Form Tech -5)
- 5. Curriculum Vitae (CV) for proposed team members (Form Tech -6)
- 6. Work Schedule (Form Tech -7)
- 7. Financial Proposal Submission Form (Form Fin 1)
- 8. Financial Proposal Summary Form (Form Fin 2)

Please CHECK in the BOXES to confirm the submission of the required related documents.

- 9. Company profile of the organisation
- 10. Company registration certificate of the organisation
- 11. Organization chart of the organisation
- 12. Copy of the National Identity Card/Passport
- 13. Project completion letters
- 14. GST Registration Certificate

PART I

INSTRUCTIONS TO PROPONENTS

4 INSTRUCTIONS TO PROPONENTS

4.1 Introduction

- a) The Client named in the Data Sheet will select a Company/Firm/Institute from those issued with the Letter of Invitation.
- b) The Proponents are invited to submit a Technical Proposal and a Financial Proposal as specified in the Data Sheet, 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 an organization (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 **“Training of Operators for Operation and Maintenance of Water Supply and Sewerage Systems in Maldives”**. 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.

4.2 Conflicting 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.

4.3 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.

4.4 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.

4.5 Language of Proposal

The proposal documents must be in written English.

4.6 Preparation of Proposals

- a) The Proposal (see para. 1.2), 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.

4.7 Technical Proposal Format and Content

The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 4). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan. A page is considered to be one printed side of A4 or letter size paper.

- 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 firms/Organisations 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-4 of Section 4. The work plan should be consistent with the Work Schedule (Form TECH-7 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-5 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-6 of Section 4).
- f) The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

4.8 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.

4.9 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.

4.10 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 two separate sealed envelopes with one (1) printed copy of each and one electronic version in a CD-ROM 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 Proposal" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by 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 be clearly marked "Do Not Open, except in the Presence of the Official Appointed". 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 is not submitted in a 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 Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

4.11 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) 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, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Proponents that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Proponents sufficient time to make arrangements for attending the opening. Proponents' attendance at the opening of Financial Proposals is optional.
- d) Financial Proposals shall be opened publicly in the presence of the Proponents' representatives who choose to attend. The name of the Proponents and the technical scores of the Proponents shall be read aloud. The Financial Proposal of the Proponents 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 Proponents.
- 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.

5 DATA SHEET

4.1.a	<p>Name of the Client:</p> <p>Ministry of Environment Green Building, Handhuvaree hingun, Maafannu, Male', 20392, Republic of Maldives</p>
4.1.a	<p>Financial Proposal to be submitted together with Technical Proposal in two different envelopes on the same day and time specified.</p> <p><i>Please write name of the Training Programme and indicate whether it is Financial Proposal or Technical Proposal on the envelopes.</i></p> <p>Name of the assignment is: “Training of Operators for Operation and Maintenance of Water Supply and Sewerage Systems in Maldives”</p>
4.4 Validity	Proposals must remain valid up to 90 days after the submission date.
4.8 Clarifications and Amendments of RFP Documents	<p>Interested consultants may obtain further information/clarifications on request by writing an email to the address below no later 08th March 2020 before 1400hrs.</p> <p>Email: gcf.watsan@environment.gov.mv</p>
4.10 Submission, Receipt, Opening and of Proposals	<p>The Proposal submission address is:</p> <p>GCF Project Management Unit Water and Sanitation Department Ministry of Environment, Green Building, Handhuvaree Hingun, Maafannu, Male', 20392, Republic of Maldives.</p> <p>The proposals are expected to be submitted to the address on 1100hours local time on 11th March 2020 (Only bids submitted at this time will be eligible to proceed to evaluation). Late bids will be rejected.</p> <p>Interested parties should register their interest by email (form attached) no later than 1200hrs on 08th March 2020. Only those parties who register their interest will be allowed to participate in the bid.</p> <p>Proposal of additional or alternative conditions to RFP is not allowable</p>

4.11 Evaluation of Proposals	<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) Experience of Firm/ Institute:</td> <td style="text-align: right;">[100]</td> </tr> <tr> <td>1. No. of similar projects (MQA Certified Courses) (10 marks per course)</td> <td style="text-align: right;">[50]</td> </tr> <tr> <td>2. Experience in community training skills, and in working with teams</td> <td style="text-align: right;">[50]</td> </tr> <tr> <td colspan="2">Experience of organization will be given marks on number of courses/ training basis (10 marks per assignment, full marks will be achieved for organizations that have conducted 05 or more projects)</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total A = []</td> </tr> <tr> <td>(B) Project Team</td> <td style="text-align: right;">[100]</td> </tr> <tr> <td>1. Water Supply and Sewerage Systems Technical Trainer (one water supply technical trainer and one sewerage system technical trainer)</td> <td style="text-align: right;">[60]</td> </tr> <tr> <td>2. Support Trainers (02 trainers 20 marks per trainer)</td> <td style="text-align: right;">[40]</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total B = []</td> </tr> <tr> <td colspan="2">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:</td> </tr> <tr> <td>1. Education and qualifications (refer to TOR for minimum requirements)</td> <td style="text-align: right;">[25%]</td> </tr> <tr> <td>2. Relevant background</td> <td></td> </tr> <tr> <td>Experience of trainer will be given marks on number of courses / training conducted basis (14 marks per assignment, full marks will be achieved for trainers that have conducted 05 or more projects)</td> <td style="text-align: right;">[70%]</td> </tr> <tr> <td>3. Experience in region and language</td> <td style="text-align: right;">[05%]</td> </tr> <tr> <td>(C) Approach & Methodology</td> <td style="text-align: right;">[100]</td> </tr> <tr> <td>1. Understanding & Innovativeness</td> <td style="text-align: right;">[40]</td> </tr> <tr> <td>2. Methodology & Work Plan</td> <td style="text-align: right;">[60]</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total C = []</td> </tr> </tbody> </table>		<u>Points</u>	(A) Experience of Firm/ Institute:	[100]	1. No. of similar projects (MQA Certified Courses) (10 marks per course)	[50]	2. Experience in community training skills, and in working with teams	[50]	Experience of organization will be given marks on number of courses/ training basis (10 marks per assignment, full marks will be achieved for organizations that have conducted 05 or more projects)		Total A = []		(B) Project Team	[100]	1. Water Supply and Sewerage Systems Technical Trainer (one water supply technical trainer and one sewerage system technical trainer)	[60]	2. Support Trainers (02 trainers 20 marks per trainer)	[40]	Total B = []		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:		1. Education and qualifications (refer to TOR for minimum requirements)	[25%]	2. Relevant background		Experience of trainer will be given marks on number of courses / training conducted basis (14 marks per assignment, full marks will be achieved for trainers that have conducted 05 or more projects)	[70%]	3. Experience in region and language	[05%]	(C) Approach & Methodology	[100]	1. Understanding & Innovativeness	[40]	2. Methodology & Work Plan	[60]	Total C = []	
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	<p>Technical Score (St) = $A/100*[W1] + B/100*[W2] + C/100*[W3]$ Weights Distribution</p> <table data-bbox="459 331 1401 450"> <tr> <td>W1</td> <td>Company Profile</td> <td>[20]</td> </tr> <tr> <td>W2</td> <td>Project Team</td> <td>[60]</td> </tr> <tr> <td>W3</td> <td>Approach & Methodology</td> <td>[20]</td> </tr> </table> <p>The minimum technical score (s) required to pass is: 65 Points</p>	W1	Company Profile	[20]	W2	Project Team	[60]	W3	Approach & Methodology	[20]
W1	Company Profile	[20]								
W2	Project Team	[60]								
W3	Approach & Methodology	[20]								
	<p>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 <u>lowest price</u> and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: $T = [0.6]$, and $P = [0.4]$</p>									

PART II - STANDARD FORMS

6 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 **“Training of Operators for Operation and Maintenance of Water Supply and Sewerage Systems in Maldives”** 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 **training programmes**] Each project should be accompanied by reference letters from the client to be counted as a valid experience.*

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 currency US\$ or Euro):
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 (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Activities/Project:	
Description of actual services provided by your staff within the Activities:	

Firm's Name: _____

FORM TECH-4: 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-5: Team Composition and Task Assignment

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

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 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: _____

11. Specific Experience (for Successfully completed up to 5 similar assignments as in TOR)
Starting with latest assignment, list in reverse order (see format here below)::

From [Month/Year]: To [Month/Year]: ____

Assignment Title: _____

Client: _____

Positions held: _____

Summary of assignment/Role by the professional: _

FORM TECH-7: 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)													

7 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 services for **“Training of Operators for Operation and Maintenance of Water Supply and Sewerage Systems in Maldives”** 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 Proposals

	Description	Cost (Maldivian Rufiyaa)
1	Course Fee (no. 20 students)	
2	Professional Fee	
3	Logistical Fee	
	Sub Total :	
	GST :	
	Total with GST:	

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

Note: The total contract price should be quoted inclusive of Goods and Services Tax (GST) as per the GST Legislation and Circulars.

***Quantity = 20 people**

***Training Duration = 06 months (Should align with the MQA standards)**

- **Institute is to submit copy of the GST registration certificate along with the financial proposal.**

8 TERMS OF REFERENCE

8.1 Introduction

The Government of the Republic of Maldives represented by Ministry of Environment (ME) intends procuring the services of an institute to conduct a water and sewerage systems operation and maintenance (O&M) training programme for a selective group of candidates.

8.2 Objectives

The general objective of the assignment is to, develop and improve the Operation and Maintenance (O&M) of water supply and sewerage services provided by the utility centers established across the country.

8.3 Scope of Works

Based on the water supply and sewerage management systems established in the islands across Maldives, the institute/firm is to provide training to the operators on the Operation and Maintenance (O&M) of Water Supply and Sewerage systems involving but not limited to; a brief overview on all types of water supply systems, sewerage systems; concepts of systems in place in Maldives, their design overview and its working with specific to conventional gravity sewerage system.

8.4 Tasks of the Institute

The tasks to be undertaken by the institute under this outlined term of reference are to be undertaken in close collaboration with the Water and Sanitation Department, of Ministry of Environment and Energy and relevant stakeholders as necessary, and include, but are not necessarily limited to, the following:

- Develop the program aims intended learning outcomes, methods of delivery, and comprehensive outline of the core training subjects.
- Develop an indicative book list/ resources/ materials/ equipment for the core subject areas.
- Delivery of training
- Provide recommendation on the appropriate facilities needed for the training.

The training programme is proposed to be delivered for a period of ‘not less than’ 2 weeks. Details of the Training Programme Requirements are given in the Annex A.

8.5 Deliverables

The trainer provider shall provide a:

Final Negotiated Training Program Outline: the final negotiated training program outline shall be submitted not later than 1 week prior to the commencement of the assignment. The final negotiated outline should include but is not limited to:

- (i) Lesson Plans / Training Modules for each training session to be conducted by the Institute representative which shall also include training manuals, handouts, visual aids and other references materials.
- (ii) Subject of each training session, identify and qualifications of individuals to be conducting the training and tentative date, time of each training session.
- (iii) Aims, intended learning outcomes, methods of delivery, and comprehensive outline of the core subjects; and
- (iv) Indicative book list/ resources/ materials/ equipments for the core subject areas.
- (v) Submission of Training Completion Report within week's time after completion of training

Delivery of Training: Training shall be delivered within 06 months period (**Should align with the MQA standards**)

Completion of Training and Issue of Certificates to the Participants: A brief report shall be submitted within 5 days following the issue of the certificates to the participants.

Training Session: the assessment should include but is not limited to successes and difficulties in achieving learning outcomes.

8.6 Eligibility Criteria

To be eligible for this assignment the institute must demonstrate past experience in performing the services (description of the similar assignment, experience in similar conditions, availability of appropriate skills, etc.).

(a) Water Supply and Sewerage Systems Technical Trainer

- Minimum Bachelors Degree in Civil / Environmental or Management or related field.
- Technical trainers should have a minimum 2 year work experience in the relevant field.
- Experience in community training skills, and in working with teams
- Experience in the specific or related training programmes (refer to Evaluation criteria for marks allocated).

(Bidder can utilize the services of a Translator for translating English language into local language if required.)

• Support Trainers

- Assistant/support trainers should have an advance diploma or above from a related field
- Excellent oral and written communications in English and Dhivehi

- Minimum 2 years working experience in a field related
- Experience in the specific or related training programmes (refer to Evaluation criteria for marks allocated).

8.7 Payment Schedule

The payment will be released as follows

- (a) 40% upon submission of Training Materials such as Lesson Plans including training manuals, handouts, visual aids and other reference materials, for each training session to be conducted by the Company/Firm/Institute representatives and its approval by Ministry of Environment.
- (b) 30% upon conduction of successful class room training to the participants.
- (c) 20% upon conduction of successful on-site training to the participants.
- (d) 10% upon submission of Training Completion Report and General Operating Manual.

8.8 Reporting

The Company/Firm/Institute is expected to work closely with the Water and Sanitation Department and will report directly to director general, or his/her designate during the assignment.

8.9 Contract Duration

The successful institute is expected to be available to deliver the training programme in March **2020**. The estimated contract duration will be 06 months from the commencement of the assignment.

8.10 Proposal

The institute is required to submit a simple tentative work plan and proposed fee for the assignment.

ANNEX A

TRAINING PROGRAMME REQUIREMENTS

BACKGROUND

If a water distribution, wastewater collection, water treatment or wastewater treatment system is to operate efficiently and properly, continuous and skilled management is the most important component. Without proper operation and maintenance, mechanical devices will fail and systems will cease to produce the desired results. Although modern mechanical devices have greatly reduced the amount of labor required and to a large extent have eliminated the more disagreeable operational tasks, there is no completely self-operating system.

The Ministry of Environment is responsible for ensuring that water works and sewerage works are maintained and operated in a manner that provides safe, clean drinking water for the present and future generations of Maldives islands as well as, providing for the protection of the natural environment.

The availability of trained and qualified operators is vitally important to the safe and sustainable operation of islands water supply and wastewater systems. Operator's education and training are as essential to the successful operation of these systems as are improved technologies, regulatory inspection, and monitoring. Without adequately trained personnel, the most advanced technology and regulatory compliance cannot reliably deliver safe drinking water, or provide acceptable levels of wastewater treatment. These systems will not retain their economic viability without regular maintenance by adequately trained operators

In 2010, the Government of Maldives made changes to the operation and maintenance of water supply and sewerage systems in Maldives by switching over from Government of Maldives / Community based to Utility Company based and to that effect, Permit to Operate to Utility Companies shall be issued. The Permit to Operate will be based on the system's classification, and will stipulate general operating and system maintenance requirements for each system, as well as noting system-specific conditions where appropriate. All systems will be required to have trained operators to keep maintenance and operational logs; and to submit annual Operation and Maintenance Reports to the ME. ME will submit the names of their system operators, and a database will be maintained regarding the education and training of individual operators.

8.11 TRAINING PROGRAMS AND OPERATOR QUALIFICATION

Although the certification of wastewater systems operators is not yet mandatory within the country, the ME does make training programs available on various aspects of maintenance and operation of islands water supply and sewerage systems. The authorities responsible for operations and maintenance should encourage operator attendance at these training programs. The highlights of various training and certification programs offered by the province are as follows:

1.2.1 Educational seminar - educational seminar consists of classroom training such as seminar, workshop, and certification-specific curriculum. The seminar shall be offered at H.Dh.Hanimaadhoo The training curriculum is based on established training manuals,

which will provide operators with the knowledge to properly operate and maintain their systems.

1.2.2 On-site training - this component of the training program is designed to raise the competency level of operators to an acceptable standard. It is site-based, one-on-one, hands on, and tailored to the needs and aptitude of the operator. The training deals with proper operation/maintenance of the water supply and sewerage system. In addition to providing operation and maintenance training, this program augments the classroom training provided by the operator education component.

On-site training is seen as a very important component of the overall training program. It is expected that the operators will respond positively to hands on training especially in the familiar surroundings of their own facility.

8.12 GENERAL OPERATING MANUAL

The purpose of an operating manual is to provide an understanding of the processes and general operation of water and sewerage systems. This type of manual is not intended to indicate every single step in the operating procedure or to attempt to replace the suppliers' equipment manuals.

An operating manual shall provide a basic understanding of what the system is supposed to accomplish; the philosophy of the design; specific criteria for satisfactory operation and the identification of potential operational problems.

The operating manual should contain, where pertinent, at least the following items in sufficient detail:

1. Purpose of manual;
2. Terminology and definitions;
3. General description of water and sewerage systems;
4. Description of key components and their operation;
5. Operational duties (general);
6. Initial start-up procedures;
7. Normal start-up procedures;
8. Operational procedures as follows:
 - a) plant running normally;
 - b) emergency (including power failure);
 - c) maintenance; and
 - d) keeping operating records;
9. Shutdown procedures;
10. Operation safety;
11. Housekeeping;
12. Test procedures and standards;
13. List of major equipment;
14. List of interlocked equipment;
15. List of pumps;
16. List of motors;

17. List of gates and valves for the process;
18. List of construction drawings;
19. References; and
20. Miscellaneous functional drawings.

8.13 Quality assurance

The expert of the institute shall provide on-the-job training of the Client personnel. The training sessions shall be conducted by qualified, experienced, trainers who have good requisite experience in the factories of Manufacturers factory-trained representatives. Training shall include instruction in both operation and maintenance of the subject equipment and systems.

8.14 SUBMITTALS

The following information shall be submitted to the ME which shall be reviewed and accepted by the ME as a condition precedent to receiving progress payments.

1. Lessons plans for each training session to be conducted by the Institute representatives. In addition, training manuals, handouts, visual aids, and other reference materials shall be included.
2. Subject of each training session, identity and qualifications of individuals to be conducting the training, and tentative date and time of each training session.

8.15 General

The Firm/Institute shall conduct training sessions for the Ministry of Environment's nominated operators/ staff on the proper operation, care, and maintenance of the equipment and systems installed under different contracts. Training shall take place at a location specified below in the following paragraphs. Approved operation and maintenance manuals shall be available at least 1 week prior to the date scheduled for the individual training session.

8.16 Location

Training sessions shall take place at Haa Dhaal Hanimaadhoo

8.17 Lesson plans/ training modules

Formal written lesson plans shall be prepared for each training session. Lesson plans shall contain an outline of the material to be presented along with a description of visual aids to be utilized during the session. Each plan shall contain a time allocation for each subject. One complete set of originals of the lesson plans, training manuals, handouts, visual aids, and reference material shall be the property of Ministry of Environment and Energy and shall be suitably bound for proper organization and easy reproduction. The Institute shall furnish ten copies of necessary training manuals, handouts, visual aids and reference materials at least 1 week prior to commencement of each training session.

8.18 Additional training requirements.

Classes shall be scheduled such that classroom sessions are interspersed with field instruction in logical sequence. Videotaping shall take place concurrently with all training sessions.

The following services shall be provided for each item of equipment or system as required in the training session. Additional services shall be provided, where specifically required in training session

1. The minimum classroom equipment training for personnel shall include:
 - (a) Using slides and drawings, discuss the equipment's specific location in the plant and an operational overview.
 - (b) Purpose and function of the equipment.
 - (c) A working knowledge of the operating theory of the equipment.
 - (d) Start-up, shutdown, normal operation, and emergency operating procedures, including a discussion on system integration and electrical interlocks, if any.
 - (e) Identify and discuss safety items and procedures.
 - (f) Routine preventative maintenance, including specific details on lubrication and maintenance of corrosion protection of the equipment and ancillary components.
 - (g) Operator detection, without test instruments, of specific equipment trouble symptoms.
 - (h) Required equipment exercise procedures and intervals.

2. Routine disassembly and assembly of equipment if applicable for purposes such as operator inspection of equipment.

3. As a minimum, hands-on equipment training for operations personnel will include:
 - (a) Identify location of equipment and review the purpose.
 - (b) Identifying piping and flow options.
 - (c) Identifying valves and their purpose.
 - (d) Identifying instrumentation:
 - i. Location of primary element.
 - ii. Location of instrument readout.
 - iii. Discuss purpose, basic operation, and information interpretation.
 - (e) Discuss, demonstrate, and perform standard operating procedures and round checks.
 - (f) Discuss and perform the preventative maintenance activities.
 - (g) Discuss and perform start-up and shutdown procedures.
 - (h) Perform the required equipment exercise procedures.
 - (i) Perform routine disassembly and assembly of equipment if applicable.
 - (j) Identify and review safety items and perform safety procedures, if feasible.

3. Classroom equipment training for the maintenance and repair personnel will include:
 - (a) Theory of operation.
 - (b) Description and function of equipment.
 - (c) Start-up and shutdown procedures.
 - (d) Normal and major repair procedures.

- (e) Equipment inspection and troubleshooting procedures including the use of applicable test instruments and the "pass" and "no pass" test instrument readings.
- (f) Routine and long-term calibration procedures.
- (g) Safety procedures.
- (h) Preventative maintenance such as lubrication; normal maintenance such as belt, seal, and bearing replacement; and up to major repairs such as replacement of major equipment part(s) with the use of special tools etc.

4. Hands-on equipment training for maintenance and repair personnel shall include:

- (a) Locate and identify equipment components.
- (b) Review the equipment function and theory of operation.
- (c) Review normal repair procedures.
- (d) Perform start-up and shutdown procedures.
- (e) Review and perform the safety procedures.
- (f) Perform owner approved practice maintenance and repair job(s), including mechanical and electrical adjustments and calibration and troubleshooting equipment problems.

5. Sewer blockage removal training

- (a) Identification of location of blockage in the sewer network
- (b) Use of sewer jetting machine to remove the blockage
- (c) Safe disposal of sludge and other material in the islands

6. Water leakage removal

- (a) Identification of location of leakage in the water distribution network

Repair procedures for removal of leakages.

PART III

STANADARD CONTRACT

STANDARD CONTRACT FOR CONSULTANCY SERVICES

THIS CONSULTANCY CONTRACT (“Contract”) is entered into this [**Insert Date Here**], by and between Ministry of Environment and Energy for the Government of the Republic of Maldives (“the Client”) having its principal place of business in Male’, Republic of Maldives, and [**Insert Name of the Institute Here**] (“the Institute”) having its principal office located at [**Insert Full Address of the Institute Here**].

WHEREAS, the Client wishes to have the Institute perform the services hereinafter referred to, and

WHEREAS, the Institute is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. The Client agrees to engage the Institute performing the services hereinafter referred to and, the Institute agrees to perform the services on the terms and conditions hereinafter mentioned.
2. It is agreed that the terms, conditions and requirements of the Contract shall prevail except to the extent that they are expressly modified or altered by this Contract.
3. The following documents shall be deemed to form and be read and constructed as part of this Agreement via:

ANNEX A: Terms of Reference

ANNEX B: Work Plan

ANNEX C: Detailed Financial Proposal

ANNEX D: Program / Course Details

ANNEX E: Technical Forms

ANNEX F: Approval and Methodology

IN WITNESS WHEREOF, each of the parties hereto has caused this Contract to be executed in duplicate as of the date above written by its duly authorized representative.

For and On behalf of the

CLIENT

INSITIUTE

[Insert Name Here]
[Insert Designation Here]
[Insert Address Here]

[Insert Name Here]
[Insert Designation Here]
[Insert Address Here]

Witness by:**CLIENT****INSITIUTE**

[Insert Name Here]
 [Insert Designation Here]
 [Insert Address Here]

[Insert Name Here]
 [Insert Designation Here]
 [Insert Address Here]

CONTRACT CLAUSES

1. Definitions and Interpretations	<p>In the Contract, as hereinafter defined, the following words and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires;</p> <ul style="list-style-type: none"> a) The ‘ Client ‘ means Ministry of Environment and Energy in Maldives b) The ‘Institute’ means [Insert Name of the Institute Here] c) The ‘Contract’ means the written agreement between the Client and the Institute, and includes the Contract, General Conditions of the Contract, other documents annexed hereto or to be provided or approved by Client. d) The ‘Works’ means all the required works to be undertaken for the implementation of the Training Program by the Institute in accordance with this Contract. e) The ‘Contract Price ‘means the sum named in the Contract as the contract price. f) ‘Approval’ or ‘Approved’ means approved or approval in writing, including subsequent written confirmation of pervious verbal approval. g) ‘Day’ means a calendar day Sunday through Thursday except public holidays. h) ‘Participant(s)’ means any individual selected to participate in the Training Program in accordance with this Contract. i) ‘O&M’ means Operation and Maintenance. j) “ [Insert Name of Training Programme Here]” that is to be conducted by the Institute under this Contract.
2. Effective Date of Contract and Commencement Date of the Works	<p>This Contract shall become effective from the time of signature of the Contract by the Client, the Institute and the witnesses. The Institute shall perform the services during the period commencing from [Insert Date Here] and continuing through a period of 2 weeks.</p>
3. Services	<p>3.1 The Institute shall perform the services specified in ANNEX B, “ Terms of Reference and Scope of Services” in accordance with the “ Work Plan “ Specified in Annex C which are made an integral part of this Contract.</p>

<p>4. Terms of Payment</p>	<p>4.1 The Client agrees to pay the Institute in consideration of the fulfillment of the Works, the Contract Price for the sum of [Insert Contract Amount Here] MVR [(Insert Contract Amount in Words Here)] in Maldivian Rufiyaa only in accordance with the terms and conditions specified in Article 3 of the General Conditions.</p> <p>4.2 The Payment for the works under the Contract shall be made according to the payment schedule mentioned below.</p> <ul style="list-style-type: none"> (a) 15% upon signing of contract agreement. (b) 25% upon submission of Training Materials such as Lesson Plans including training manuals, handouts, visual aids and other reference materials, for each training session to be conducted by the Company/Firm/Institute representatives and its approval by Ministry of Environment and Energy. (c) 30% upon conduction of successful class room training to the participants. (d) 20% upon conduction of successful on-site training to the participants. (e) 10% upon submission of Training Completion Report and General Operating Manual. <p>4.3 Payment Conditions</p> <ul style="list-style-type: none"> (a) Payment shall be made in Maldivian Rufiyaa not later than 07 (seven) days following submission of invoices in duplicate to the Client. (b) No extra payment in respect to overtime, holidays works, additional equipment and facilities, or special conditions of hardship shall be claimed by the Institute beyond the Contract Price, unless such payments has been authorized in writing by the Client prior to encountering such extra cost.
<p>5. Force Majeure</p>	<p>5.1 If either party is temporarily unable by reason of force majeure or by the laws or regulations of the Republic of Maldives to meet any of its obligations under the Contract, and if such party gives to the other party written notice of such event within seven (07) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues or the Contract terminated as the case maybe.</p> <p>5.2 Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in Section 5.1 or delays arising from such event.</p> <p>5.3 The term ‘ Force Majeure’ as employed herein shall mean Act of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, earthquakes, storms, lightening, floods, washouts, civil disturbances, explosions, and any other similar events beyond the control of the either party and which, by the exercise of due diligence, neither party is able to overcome.</p>

<p>6. Time for Completion</p>	<p>6.1 All works shall be completed within [Insert Here] days, counted from the day of signing the contract.</p> <p>6.2 The Institute shall complete the works, partially and entirely, within the guaranteed time for completion by the Institute, with the exception that an extended time for completion may be allowed by the Client.</p> <p>6.3 The Institute will be allowed to extend the guaranteed time for completion in case of force majeure such as defined in Article 5 or other circumstances beyond its reasonable control. In such case, the Institute shall notify the Client within seven (07) days of the occurrence of force majeure. When the Client will have confirmed the existence of such Force Majeure notified, he will grant a reasonable extension of the guaranteed time for completion to compensate for the delay due to force majeure.</p> <p>6.4 The extended time for completion established in accordance with the above articles, shall be considered the ‘Guaranteed Time for Completion by the Institute’.</p>
<p>7. Law Governing Contract</p>	<p>7.1 The Contract shall be governed by the laws of the Republic of Maldives and the language of the Contract shall be English.</p>
<p>8. Performance Standard</p>	<p>8.1 The Institute shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.</p>
<p>9. Certification</p>	<p>9.1 Every Participant will receive a Participation Certificate through [Insert Name of the Institute Here] upon successful completion of the Training Program.</p> <p>9.2 To complete this training program, 80% attendance is required.</p>
<p>10. Modification</p>	<p>10.1 No Change or modification of this Agreement shall be effective unless such change or Modification is in writing signed by both the parties hereto.</p>
<p>11. Confidentiality</p>	<p>11.1 Without the prior written consent of the other Party, each Party agrees not to, directly or indirectly, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the</p>

	<p>other Parties business or operations without the prior written consent of the other Party. Such information shall not include what is deemed as general or common knowledge already known.</p>
12. Fraud and Corruption	<p>The Institute shall not involve in any “corrupt practice:, “fraudulent practice” or “coercive practice”.</p> <p>(a) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;</p> <p>(b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;</p> <p>(c) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.</p>
13. Amicable Solution	<p>The parties shall make an attempt resolve any dispute arising out of the Contract. If the dispute cannot be amicably settled within 15(fifteen) days of it being raised in writing by a party, either of the parties may refer the matter to be finally settled in accordance with clause 14.</p>
14. Dispute Resolution	<p>If any dispute between the Parties as to matters arising pursuant to this Contract cannot be settled amicably according to Article 13, it may be referred to the tribunal in the Republic of Maldives for adjudication.</p>
15. Assignment	<p>The Institute shall not assign this Contract or Subcontract any portion of it without the Client’s prior written consent.</p>
16. Insurance	<p>The Institute shall be responsible for taking out any appropriate insurance coverage for losses to Institution’s assets during the training. If any participant engages in any loss or damage to an asset of the Institute, (Machinery or Equipment) during the training session, the Institute shall be liable for the losses incurred. The Institute shall provide the copies of insurance cover documents for record.</p>
17. Termination by the Client	<p>If the Client determines that the Institute has failed to perform in accordance with the Terms and Conditions of this Agreement, the Client may terminate all or part of this Agreement, the Client may terminate all or part of the Agreement for cause. This termination shall become effective if the Institute does not cure its failure to perform within five (05) days (or more, if authorized in writing by the Client0 after receipt of notice of intention to terminate from the Client specifying the failure in performance. If a</p>

	<p>termination for cause does occur, the Client shall have the right to with to withhold monies otherwise payable to the Institute until the services under this Agreement are completed. If the Client incurs additional costs, expenses, or other damages due to the failure of the Institute to properly perform pursuant to the Agreement, these costs, expenses or other damages shall be deducted from the amounts with held. Should the amounts with held exceed the amounts deducted, the balance will be paid to the Institute upon completion of the services to be provided under this Agreement. If the costs, expenses, or other damages incurred by the Client exceed the amounts withheld, the Institute shall be liable to the Client for the difference.</p> <p>The Client may terminate this Agreement for convenience at any time upon written notice to the Institute</p>
18. Termination by the Institute	<p>The Institute may terminate this Agreement for cause if the Client fails to cure a material default in performance within a period of five (05) days or such longer period as the Institute's may allow, after receipt from the Institute of a written termination notice specifying the default in performance. In the event of termination for cause by the Institute, the Client will pay the Institute in accordance clause 17</p>
19. Cessation of Rights and Obligations	<p>Upon termination of this Contract pursuant to clause 17 or 18 above, or upon expiration of this Contract pursuant to clause 2, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in clause 11 hereof and (iii) any right which a Party may have under the Applicable Law.</p>
20. Cessation of Services	<p>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 17 or 18 hereof, the Institute shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.</p>
21. Relationship of the Parties	<p>Nothing in this Contract shall constitute or be deemed to constitute an association, joint venture or a partnership between the Parties and no Party shall have the authority or power (and shall not represent itself as having such authority or power) to contract in the name of or to undertake any liability or obligation on behalf of the other Party.</p>

LIST OF ANNEXES

ANNEX A: TERMS OF REFERENCE

ANNEX B: WORK PLAN

ANNEX C: DETAILED FINANCIAL PROPOSAL

ANNEX D: PROGRAM / COURSE DETAILS

ANNEX E: TECHNICAL FORMS

ANNEX F: APPROACH AND METHODOLOGY

