

**Ministry of Finance and Planning**

Republic of Maldives

# REQUEST FOR PROPOSALS

# Consulting Services

*Consultancy Services for the Feasibility Study, Design and Supervision for the construction of the National Health Laboratory in Hulhumalé*

**TES/2025/C-002**

**Client: Ministry of Health**

**Country:****Republic of Maldives**

**Project: Maldives COVID-19 Health Facility Project (MCHFP)**

**Issued by:National Tender Department, Ministry of Finance and Planning**

**18 March 2025**

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Procurement Document

**SUMMARY**

**PART I – SELECTION PROCEDURES AND REQUIREMENTS**

**Section 1: Request for Proposals (RFP) Letter**

This Section is a template of a letter for a Request for Proposals from the Client. The RFP letter includes reference to the selection method and applicable policies of the financing institution that govern the selection and award process.

**Section 2: Instructions to Consultants and Data Sheet**

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates whether a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) shall be used.

**Section 3: Technical Proposal – Standard Forms**

This Section includes the forms for FTP that are to be completed by the consultants and submitted in accordance with the requirements of Section 2.

**Section 4: Financial Proposal – Standard Forms**

This Section includes the financial forms that are to be completed by the consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

**Section 5: Eligible Countries**

This Section contains information regarding eligible countries.

**Section 6: Fraud and Corruption**

This section includes the fraud and corruption provisions which apply to this selection process.

**Section 7: Terms of Reference (TORs)**

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. Section shall not be used to over-write provisions in Section 2.

**PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

**Section 8: Standard Forms of Contract**

This Section includes standard contract form for large or complex assignment: a Lump-Sum Contract. It includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions.

Each standard form of contract incorporates “Fraud and Corruption” (Section 6 of Part I) in a form of Attachment 1.

**PART III – NOTIFICATION OF INTENTION TO AWARD**

**Section 9: Notification of Intention to Award**

This Section includes form to notify Consultants of the Client’s intention to award the contract to the successful Consultant.

SELECTION OF CONSULTANTS

Request for Proposals

Consulting Services

**Procurement of:**

*Consultancy Services for the Feasibility Study, Design and Supervision for the construction of the National Health Laboratory in Hulhumalé*

**RFP No:** *MCHFP - 01*

Consulting Services for: *Consultancy Services for the Feasibility Study, Design and Supervision for the construction of the National Health Laboratory in Hulhumalé*

**Client:** *Ministry of Health*

**Country:** *Maldives*

**Issued on:** *18 March 2025*

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PART I

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Section 1. Request for Proposal Letter

**Request for Proposal Letter**

**Consulting Services**

**Name of Assignment:** *Consultancy Services for the Feasibility Study, Design and Supervision for the construction of the National Health Laboratory in Hulhumalé*

**RFP Reference No.:** *MCHFP - 01*

**Loan No:** 94116

**Country:** Maldives

**Date:** 18 March 2025

1. The Government of Maldives has received financing from the European Investment Bank (EIB) towards the costs of the Maldives COVID-19 Health Facility Project (MCHFP) and intends to apply part of the proceeds toward the development of a National Health Laboratory.
2. The Ministry of Finance and Planning, on behalf of Ministry of Health (the Employer) invites sealed bids from eligible Bidders for the **Consultancy Services for the Feasibility Study, Design and Supervision for the construction of the National Health Laboratory in Hulhumalé**
3. This procurement will follow an **International Competitive Bidding procedure** using a Request for Proposals (RFP) in Single Stage, Two-Envelope system in accordance with EIB Guide to Procurement (GtP) (March 2024).
4. Interested Bidders shall be registered with the Ministry of Finance and Planning and Planning to submit the proposal, from **18th March 2025 to 30th April 2025.** the Bidder shall be registered upon submitting in person or by electronic mail, the following information:
   * + Name and Address of the Bidder
     + Name, Email address and contact number of the Contact Person(s)
5. Request for Proposal and related documentation is available from **18th March 2025** on the Ministry of Finance and Planning and Planning website www.finance.gov.mv/tenders for downloading. The Employer shall not be held liable for any information not received by the Bidder, and it is the Bidder’s responsibility to verify the website for the latest information related to this request.
6. Clarifications may be requested no later than 13:30hrs (Maldives Time) on 20th April 2025 to address below.
7. Proposals must be delivered to the address below, on or before **13:00:00 hrs (Local Time) of Sunday, 4th May 2025.** Electronic submission will not be permitted. Late proposals will be rejected. Proposals will be publicly opened in the presence of the Bidders’ designated representatives.

Ms. Fathimath Rishfa Ahmed

Chief Procurement Executive

National Tender Department,

Ministry of Finance and Planning and Planning,

Ameenee Magu, Male’, Maldives

Tel: (960) 3349102, (960) 3349106, (960) 3349147  
E-Mail: [ibrahim.aflah@finance.gov.mv](mailto:ibrahim.aflah@finance.gov.mv)

Cc: [tender@finance.gov.mv](mailto:tender@finance.gov.mv)

Section 2. Instructions to Consultants and Data Sheet

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**Instructions to Consultants**

A. General Provisions

|  |  |  |  |
| --- | --- | --- | --- |
| Definitions | | 1. **“Affiliate(s)”** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. 2. **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time. 3. **“Bank”** means the European Investment Bank (EIB). 4. **“Borrower”** means the Government, Government agency or other entity that signs the *loan* agreement with the Bank. 5. **“Client”** means the implementing agencythat signs the Contract for the Services with the selected Consultant. 6. “**Client’s Personnel”** is as defined in Clause GCC 1.1(e). 7. **“Consultant”** means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract. 8. **“Contract”** means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices). 9. **“Contractor”** is as defined in Clause GCC 1.1.(h). 10. **“Contractor’s Personnel”** is as defined in Clause GCC 1.1(i). 11. **“Data Sheet”** means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC. 12. **“Day”** means a calendar day, unless otherwise specified as **“Business Day”.** A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays. 13. **“ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)). 14. **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s). 15. **“Government”** means the government of the Client’s country. 16. **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt; 17. **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. 18. **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal. 19. **“ITC”** (this Section 2 of the RFP) means the Instructions to Consultants that provide~~s~~ the Consultants with all information needed to prepare their Proposals. 20. **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually. 21. **“Proposal”** means the Technical Proposal and the Financial Proposal of the Consultant. 22. **“RFP”** means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP. 23. **“Services”** means the work to be performed by the Consultant pursuant to the Contract. 24. **“Sexual Exploitation and Abuse” “(SEA)”\*** means the following:   **Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.  **Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.   1. **“Sexual Harassment” “(SH)”\*** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s or Client’s Personnel. 2. **“Site”** is as defined in Clause GCC 1.1 (z). 3. **“SPD - RFP”** means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP. 4. **“Sub-consultant”** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract. 5. **“Terms of Reference (TORs)”** (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.   \*A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section 3. | |
| Introduction | | * 1. The Republic of Maldives has received financing from the European Investment Bank in the form of a loan towards the cost of Maldives Covid-19 Health Facility Project. The Client named in the **Data Sheet** intends to select a consultant in accordance with the method of selection specified in the **Data Sheet**. The tender procedure will be carried out in line with EIB GtP. The respective guideline can be found on the following link: https://www.eib.org/en/publications/20240132-guide-to-procurement-for-projects-financed-by-the-eib   2. The 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 negotiating and ultimately signing the Contract with the selected Consultant.   3. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.   4. The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**. | |
| Conflict of Interest | | * 1. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interest’s paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. In cases where a conflict of interest cannot be effectively remedied by other less intrusive measures, the Bank requires promoters to exclude from participation in an EIB-financed procurement procedure or contract any supplier or contractor affected by such a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified.   2. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.      1. The assessment of any potential conflict of interest shall be done as per section 1.5 of the EIB Guide to Procurement. Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below: | |
| **a. Conflicting Activities** | | (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation. | |
| **b. Conflicting Assignments** | | (ii) Conflict among consulting assignments: a Consultant (including its Experts 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 for the same or for another Client. | |
| **c. Conflicting Relationships** | | (iii) Relationship with the Client’s staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank’s financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the 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 Bank throughout the selection process and the execution of the Contract. | |
| Unfair Competitive Advantage | | * 1. Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants. | |
| Fraud and Corruption | | * 1. The Bank requires compliance with the EIB’s GtP, EIB’s Anti-Fraud Policy, EIB Exclusion Policy and EIB’s prohibited conduct policy, all interested tenderers shall require observing the highest standard of ethics during the procurement and execution of contract, as set forth in Section 6.   2. In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, subconsultants, service providers, suppliers, and personnel, to permit the Borrower, the Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law to inspect and copy all accounts, records and other documents relating to any, Proposal submission, and contract performance (in the case of award). | |
| Eligibility | | * 1. The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.   2. Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Guide to Procurement.   3. As an exception to the foregoing ITC 6.1 and ITC 6.2 above: | |
| **a. Sanctions** | | * + 1. A Consultant that has been sanctioned by the Bank, pursuant to the EIB Exclusion Policy[[1]](#footnote-1) , and EIB Anti-Fraud Policy[[2]](#footnote-2) Procedures, shall be ineligible for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of excluded firms and individuals is available at the electronic address specified <https://www.eib.org/en/about/accountability/anti-fraud/exclusion/index.htm> | |
| **b. Prohibitions** | | * + 1. Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:   (a) by an act of compliance with a decision of the European Union[[3]](#footnote-3), either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country Pursuant to its Sanctions Policy, the Bank shall not provide or otherwise make funds available, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU   , either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of Article 41 of the UN Charter. Firms originating from all countries of the world are eligible to tender for works, goods and services contracts." (EIB GtP §1.2). | |
| **c. Restrictions for State-Owned Enterprises** | | * + 1. State-owned enterprises or institutions in the Borrower’s country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client. | |
| **d. Restrictions for Public Employees** | | * + 1. Government officials and civil servants of the Borrower’s country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant’s Proposal unless:   (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and  (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower. | |
| **e. Borrower Debarment** | | * + 1. Not Applicable. | |
| B. Preparation of Proposals | | | |
| General Considerations | | * 1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. | |
| Cost of Preparation of Proposal | | * 1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. 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 Consultant. | |
| Language | | * 1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**. | |
| Documents Comprising the Proposal | | * 1. The Proposal shall comprise the documents and forms listed in the **Data Sheet**.   2. If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country’s laws against fraud and corruption (including bribery).   3. In case of a Joint Venture (JV), the Covenant of Integrity and the Environmental and Social Covenant must be signed by each JV member.   4. In the Covenant of Integrity, the Consultant is requested to self-declare all sanctions and/or exclusions (including any similar decisions having the effect of imposing conditions on the Consultant or its subsidiaries or to exclude the said Consultant or its subsidiaries, such as temporary suspension, conditional non-exclusion, etc.) imposed by the European institutions or any multilateral development banks (including the World Bank Group, the African Development Bank, the Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank), regardless of the date of issue and the expiration or not of such decisions and of the current status of any sanction and/or exclusion. In this regard, any omission or misrepresentation, made knowingly or recklessly, may be considered as fraud under the EIB Anti-Fraud Policy. Therefore, the Client reserves the right to reject any offer presenting an inaccurate or incomplete Covenant of Integrity, and may cause the rejection of the offer for prohibited conduct.   5. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4). | |
| Only One Proposal | | * 1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant’s staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**. | |
| Proposal Validity | | * 1. Proposals shall remain valid until the date specified **in the** **Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.1.1.   2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.   3. If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5. | |
| **a. Extension of Proposal Validity** | | * 1. The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals’ validity.   2. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.   3. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated. | |
| **b. Substitution of Key Experts at Validity Extension** | | * 1. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.   2. If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected. | |
| **c. Sub-Contracting** | | * 1. The Consultant shall not subcontract the whole of the Services. | |
| Clarification and Amendment of RFP | | * 1. The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client’s address indicated in the **Data Sheet**. The Client 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 its source) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:      1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.      2. If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.   2. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline. | |
| Preparation of Proposals Specific Considerations | | * 1. While preparing the Proposal, the Consultant must give particular attention to the following:      1. If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so if permitted in the **Data Sheet**.      2. The Client may indicate in the **Data Sheet** the estimated Key Experts’ time input (expressed in person-month) or the Client’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.      3. If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.      4. For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes,is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget. | |
| Technical Proposal Format and Content | | * 1. The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet.** The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.   15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.   * 1. Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP. |
| Financial Proposal | | * 1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**. | |
| **a. Price Adjustment** | | * 1. For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**. | |
| **b. Taxes** | | * 1. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client’s country is provided in the **Data Sheet**. | |
| **c. Currency of Proposal** | | * 1. The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency. | |
| **d. Currency of Payment** | | * 1. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal. | |
| C. Submission, Opening and Evaluation | | | |
| Submission, Sealing, and Marking of Proposals | * 1. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.   2. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.      1. A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.   3. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.   4. The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.   5. The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked “**Technical Proposal**”, “[Name of the Assignment] “, [reference number], [name and address of the Consultant], and with a warning “**Do Not Open until [insert the date and the time of the Technical Proposal submission deadline]**.”   6. Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked “**Financial Proposal**” “[Name of the Assignment], [reference number], [name and address of the Consultant]”, and with a warning “**Do Not Open With The Technical Proposal**.”   7. The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]”.   8. If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.   9. The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened. | | |
| Confidentiality | * 1. From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.   2. Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank’s sanctions procedures.   3. Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing. | | |
| Opening of Technical Proposals | * 1. The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.   2. At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**. | | |
| Proposals Evaluation | * 1. Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.   2. The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals. | | |
| Evaluation of Technical Proposals | * 1. The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**. | | |
| Notification of Results of Technical Evaluation, Opening of /Invitation to Submit Financial Proposals for QBS | * 1. Following ranking of the Technical Proposals and determination of the proposal that has achieved the highest technical score, the Client shall notify in writing the highest-ranking Consultant of its technical score and that its Technical Proposal has been evaluated as the highest ranking   2. The Client shall simultaneously notify in writing the other Consultants: (i) on their overall technical score, as well as scores obtained for each criterion and sub-criterion, and that their technical proposals have not been evaluated as the highest ranked; and (ii) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing.   3. If Financial Proposals were invited together with the Technical Proposals, the Client shall notify all of the Consultants that submitted proposals of the date, time and location of the public opening of the Financial Proposals of the highest-ranking Consultant. If Financial Proposals were not invited to be submitted along with the Technical Proposals, opening of Financial Proposals does not apply, and the highest-ranking Consultant shall be invited to submit its Financial Proposals for negotiations.   4. The opening date of the Financial Proposal or invitation of the highest-ranking Consultant to submit its Financial Proposal, as applicable, shall not be earlier than ten (10) Calendar Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Calendar Days, the opening date or the date to invite submission of Financial Proposal, as applicable, shall be subject to ITC 35.1 | | |
| Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods) | * 1. After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify in writing those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:  1. their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score; 2. provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion; 3. their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and 4. notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.    1. The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: 5. their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; 6. provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion; 7. their Financial Proposal will be opened at the public opening of Financial Proposals; and 8. notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.    1. The opening date shall be no less than ten (10) Calendar Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Calendar Days, the opening date shall be subject to ITC 35.1.    2. The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant’s choice.    3. The Financial Proposals shall be opened publicly by the Client’s evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client’s website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals 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. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank. | | |
| Correction of Errors | * 1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal. | | |
| **a. Time-Based Contracts** | 24.1.1 If a Time-Based contract form is included in the RFP, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client’s 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. | | |
| **b. Lump-Sum Contracts** | 24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail. | | |
| Taxes | * 1. The Client’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the Client’s country in accordance with the instructions in the **Data Sheet**. | | |
| Conversion to Single Currency | * 1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**. | | |
| Combined Quality and Cost Evaluation |  | | |
| * 1. **Quality and Cost-Based Selection (QCBS)** | * 1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations. | | |
| **b. Fixed-Budget Selection (FBS)** | * 1. In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.   2. The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract. | | |
| **c. Least-Cost Selection** | * 1. In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract. | | |
| D. Negotiations and Award | | | |
| Negotiations | * 1. The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.   2. The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative. | | |
| **a. Availability of Key Experts** | * 1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.   2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate. | | |
| **b. Technical Negotiations** | * 1. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected. | | |
| **c. Financial Negotiations** | * 1. The negotiations include the clarification of the Consultant’s tax liability in the Client’s country and how it should be reflected in the Contract.   2. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.   3. In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts’ remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates’ structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. | | |
| Conclusion of Negotiations | * 1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant’s authorized representative.   2. If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank’s no objection, the Client will then invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations. | | |
| Standstill Period | * 1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Calendar Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply. | | |
| Notification of Intention to Award | * 1. The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:      1. the name and address of the Consultant with whom the client successfully negotiated a contract;      2. the contract price of the successful Proposal;      3. the names of all Consultants that submitted Proposals;      4. where the selection method requires, the price offered by each Consultant as read out and as evaluated;      5. the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;      6. the final combined scores and the final ranking of the Consultants;      7. a statement of the reason(s) why the recipient’s Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;      8. the expiry date of the Standstill Period; and      9. instructions on how to request a debriefing and/or submit a complaint during the Standstill Period. | | |
| Notification of Award | * 1. Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client’s intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Calendar Days from the date of receipt of such notification.   Contract Award Notice  After signature of the contract, the Client shall publish the Contract Award Notice in the OJEU which shall contain, at a minimum, the following information:   1. name and address of the Client; 2. name and reference number of the contract being awarded, and the selection method used; 3. names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated; 4. names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor; 5. the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope. 6. successful Consultant’s Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.    1. The Contract Award Notice shall be published on the Client’s website with free access if available, or in at least one newspaper of national circulation in the Client’s Country, or in the official gazette. | | |
| Debriefing by the Client | * 1. On receipt of the Client’s Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Calendar Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.   2. Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Calendar Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Calendar Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Calendar Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period   3. Where a request for debriefing is received by the Client later than the three (3)-Calendar Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Calendar Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.   4. Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting | | |
| Signing of Contract | * 1. The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.   2. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**. | | |
| Procurement Related Complaint | * 1. Any person or entity having or having had an interest in obtaining the contract and (at risk of) being harmed by an alleged infringement from the applicable procurement rules, has the right to submit a complaint to the Client. A complaint can be submitted without having requested, or received, a debriefing before making the complaint. The complaint must be submitted within the Standstill Period and received by the Client before the Standstill Period ends as stipulated in ITC 30.1 and ITC 33.2.   2. The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**. | | |

Section 2. Instructions to Consultants

E.  Data Sheet

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| --- | --- | --- |
| **ITC**  **Reference** | **A. General** | |
| **1 (b)** | Republic of Maldives | |
| **2.1** | **Name of the Client:** Ministry of Health, Republic of Maldives  **Method of selection**: Open procedure following publication of in the OJEUwith proposals that will include a technical and financial proposal in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank’s Guide to Procurement, which can be found at the following website: https://www.eib.org/en/publications/20240132-guide-to-procurement-for-projects-financed-by-the-eib  The selection method will be Quality and Costs Based Selection (QCBS). | |
| **2.2** | **Financial Proposal to be submitted together with Technical Proposal**:  Yes  **The name of the assignment is**:  *Consultancy Services for the Feasibility Study, Design and Supervision for the construction of the National Health Laboratory in Hulhumalé*  **Procurement Number:** TES/2025/C-002 | |
| **2.3** | **A pre-proposal conference will be held**: No | |
| **2.4** | **The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals**: This information is provided in the document under the Terms of Reference (ToR) - Annex 1: Minimum requirements for the Maldives National Health Laboratory. | |
| **4.1** | *Not Applicable* | |
| **6.3.1** | Bidder that has been excluded by the Bank, pursuant to the Bank’s Exclusion Policy shall be ineligible to submit an offer or be awarded or otherwise benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined.  A list of excluded entities is available at <https://www.eib.org/en/about/accountability/anti-fraud/exclusion/index.htm> | |
| **B. Preparation of Proposals** | | |
| **9.1** | This RFP has been issued in the **English** language.  Proposals shall be submitted in **English**.  All correspondence exchange shall be in **English** language. | |
| **10.1** | **The Proposal shall comprise the following**:  **For FULL TECHNICAL PROPOSAL (FTP):**  **1st Inner Envelope with the Technical Proposal:**   1. Power of Attorney to sign the Proposal 2. Form for Criteria Information 3. Annex 1- PREVIOUS REFERENCE PROJECTS FORM 4. TECH-1 5. TECH-2 6. TECH-3 7. TECH-4 8. TECH-5 9. TECH-6 10. TECH-7 Code of Conduct (ES): The Consultant shall submit its Code of Conduct that will apply to the Experts, to ensure compliance with the Consultant’s Environmental and Social (ES) obligations under the Contract. The Consultant shall use for this purpose the Code of Conduct form in Section 3. No substantial modifications shall be made to this form, except that the Consultant may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. 11. TECH-8 Covenant of Integrity 12. TECH-9 Environmental and Social Covenant 13. TECH-10 Self-Declaration of Non-Conviction 14. TECH-11 Self-Declaration of Tax Clearance 15. TECH-12 Self-Declaration of Financial Solvency 16. TECH-13 Self-Declaration of Litigation and Arbitration History 17. Check list of required forms   AND  **2nd Inner Envelope with the Financial Proposal**   1. (1) FIN-1 2. (2) FIN-2 3. (3) FIN-3 4. (4) FIN-4 5. (5) Statement of Undertaking (if required under Data Sheet 10.2 below)   The bidder is requested to submit the Covenant of Integrity and the Environmental and Social Covenants signed as part of the Bid.  Both covenants (Covenant of Integrity and Environmental and Social covenant) must be signed by all tenderers (including all Joint Venture/consortium members).  If the Bidder fails to submit signed covenants it may cause the rejection.  In the Covenant of Integrity, the supplier is requested to self-declare all sanctions and /or exclusions (including any similar decisions having the effect of imposing conditions on the supplier or its subsidiaries or to exclude the said supplier or its subsidiaries, such as temporary suspension, conditional non-exclusion, etc.) imposed by the European Institutions or any Multilateral Development Banks (including the World Bank Group, the African Development Bank, the Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank), regardless of the date of issue and the expiration or not of such decisions and of the current status of any sanction and /or exclusion.  In this regard, any omission or misrepresentation, made knowingly or recklessly, may be considered as fraud under the EIB Anti-Fraud Policy. Therefore, the Client reserves the right to reject any offer presenting an inaccurate or incomplete Covenant of Integrity.  Suppliers for works, goods or services, as a condition of admission to eligibility, are required to execute and attach to its tender a Covenant of Integrity and Environmental and Social Covenant. In case of a Bid submitted by a Joint Venture, both covenants shall be signed by each member of the Joint Venture.  By submitting a tender, a tenderer commits without any reservations or restrictions to perform the contract in full compliance with EIB's environmental and social policies.  (EIB GtP § 1.7) | |
| **10.2** | **Statement of Undertaking is required**  Yes  We, along with any of our sub-consultants, sub-contractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or an exclusion by the European Investment Bank. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to decision imposed by the European Union[[4]](#footnote-4), either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council and during the procurement process and the evaluation of proposals, we have adhered to the ethical standards set out in EIB’s Guide to procurement, section 1.4 Ethic Conduct. | |
| **11.1** | **Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible**  No | |
| **12.1** | Proposals shall be valid **120 days** after the proposal submission deadline. | |
| **13.1** | **Clarifications may be requested no later than 14 days prior to the submission deadline.**  The contact information for requesting clarifications is: Ibrahim Aflaah (Procurement Officer)  E-mail: ibrahim.aflah@finance.gov.mv  MoF shall respond in writing (via email) within a week, to any request for clarification that it receives by the deadline indicated above. The summarized queries and answers, without identifying the source of query, will be distributed to the consultants who declared interest and shall be published on the website of the MoF, see <https://www.finance.gov.mv> | |
| **14.1.1** | **Consultants may associate with other consultants**  Yes | |
| **14.1.2** | *Not applicable.* | |
| **14.1.3** | *Not applicable.* | |
| **14.1.4 and 27.2** | *Not applicable.* | |
| **15.2** | The format of the Technical Proposal to be submitted is:  Full Technical Proposal (FTP).  **Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.** | |
| **16.1** | *(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;*  *(2) cost of travel by the most appropriate means of transport and the most direct practicable route;*  *(3) cost of office accommodation, including overheads and back-stop support;*  *(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;*  *(6) cost of reports production (including printing) and delivering to the Client;*  *(7) other allowances where applicable and provisional or fixed sums (if any)]* |
| **16.2** | **A price adjustment provision applies to remuneration rates:**  No |
| **16.3** | **Information on the Consultant’s tax obligations in the Client’s country can be found** <https://www.mira.gov.mv/> |
| **16.4** | **The Financial Proposal shall be stated in the following currencies:**  Consultant may express the price for their Services in **United States Dollar** and **Maldivian Rufiyaa** (For International Consultants bids should be submitted in USD and for Local Consultants bids should be submitted in MVR).  Payments will be made in the currency of the bid.  **The Financial Proposal should state local costs in the Client’s country currency (local currency):** Yes |
| **16.5** | **Consulting firms will be paid in currency of their bid.** |
| **C. Submission, Opening and Evaluation** | |
| **17.1** | **The Consultants shall not have the option of submitting their Proposals electronically.**  Proposals can only be submitted in paper format including an electronic copy as per 17.4. below. |
| **17.4** | **The Consultant must submit:**  (a) **Technical Proposal:** one (1) original and one (1) copy and one (1) digital copy (in USB Pen drive);  (b) **Financial Proposal:** one (1) original and 01 digital copy (in USB Pen drive). |
| **17.7 and 17.9** | **The Proposals must be submitted no later than:**  **Date:** 4 May 2025  **Time:** 13:00:00hrs (local time **)**    **The Proposal submission address is:**  Ministry of Finance and Planning,  Ameenee magu, Block 379,  Male ‘City,  Republic of Maldives |
| **19.1** | **An online option of the opening of the Technical Proposals is offered:**  No  **The opening shall take place at:**  Street Address:  National Tender Department, Ministry of Finance and Planning,  Ameenee Magu Block 379,  City: Male’ City  Country: Maldives  **Date**: Same as the submission deadline indicated in 17.7.  **Time:** 13:00:00hrs local time |
| **19.2** | **In addition, the following information will be read aloud at the opening of the Technical Proposals**  1. The name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members;  2. The presence or absence of a duly sealed envelope with the Financial Proposal;  3. Any modifications to the Proposal submitted prior to proposal submission deadline;  4. Date and time of receipt of the Proposal;  5. Completeness of the Proposal according to the Checklist. |
| **20.2** | The Client may ask the consultants for any clarification needed to assess the proposals, but no amendment to the substance of the proposal or to the price can be accepted after the deadline for submission of proposals. |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **21.1**  (for FTP) | **Mandatory/exclusion criteria**    **1. Eligibility**  1.1 Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Proposal to commit the Consultant;    The candidate must provide evidence to prove the following:  1.2 That itself and its legal representative have not been convicted for some of the criminal acts as a member of organized criminal group, criminal acts against economy, criminal acts against environment, criminal acts of bribery, criminal acts of fraud. The candidate should fill self-declaration of non-conviction form attached to this document. TECH Form:10  1.3 That it has settled due tax obligations, contributions, and other public charges in accordance with the regulations of the Republic of Maldives or foreign state where it has its seat. The candidate should fill self-declaration of Tax Clearance form attached to this document TECH Form:11  The selected candidate should submit Tax clearance certificate before contract signature that it has settled due tax obligations, contributions, and other public charges in accordance with the regulations of the Republic of Maldives or foreign state where it has its seat.Fail to provide Tax clearance certificate before contract signature will result in disqualification from contract signature.  1.4 The candidate must also prove that it is not bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended, or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations. The candidate should fill self-declaration of financial solvency form attached to this document. TECH Form:12    Note: In case of a JV, each member shall satisfy above mentioned criteria.    **2. Financial capacity**  2.1 Minimum average annual turnover of 800,000 US Dollars for the past 5 years. The Consultant must submit the audited financial statements for the past 5 years (2019 to 2023 or 2020 to 2024). Consultants who came into existence after this date shall submit statements covering the period since the commencement of their activities, and their total annual turnover for the years submitted will be divided by five. This division serves as evidence of their compliance to the financial capacity requirement.    Note: In the case of a joint venture or consortium, the lead partner must fulfill at least 40% of the requirement, while the combined contributions of all partners must meet the total requirement.    **3. General experience**  3.1 The bidder must have successfully carried out, at a minimum, the Feasibility Study, Outline and Detailed planning (Architectural, Structural, Technical Installations), BoQs and Technical Specifications for two (2) biomedical laboratories AND the bidder must have diligently, ethically, and successfully initiated and carried out supervision services for the construction works of at least two (2) health-related buildings each with a minimum gross construction area of 5,000 sqm or with each a construction contract value of USD 10,000,000 or more (or equivalent value in other currencies will be considered). Feasibility study, the design and supervision should be completed within the ten (10) years preceding the bid submission date.  To qualify as a health-related construction project, the facility must have a primary purpose related to health, healthcare, or medical research.  All buildings must be permanent structures with a valid building permit and should not be prefabricated, temporary, or market-type structures characterized by simplified construction and minimal craft works.  In accordance with these requirements, the referenced services must have commenced and been completed within a period not exceeding ten (10) years prior to the current bid submission deadline. This means the services must have both started and concluded no earlier than a specified date in 2015, counting ten (10) years back from the bid submission date.  3.2 Consultants must provide the brief description of the project scope, contract value, dates of commencement and completion, address and contact details of the contracting bodies for each of the completed projects.  3.3 In the case of a joint venture or consortium, the lead partner must have completed the Feasibility Study, Design and Technical documentation (Outline and Detailed Planning - Architectural, Structural, Technical Installations; BoQs and Technical Specifications) for at least 1 (one) biomedical laboratory, while the combined contributions of all partners must meet the full requirement.  3.4 The consultant should provide documentary evidence of the completed projects issued by the client.  Ongoing projects will not be accepted.  **Mandatory/exclusion criteria are to be met by all Consultants. If a consultant does not meet all of the listed requirements, the Consultant will be disqualified from further proposal evaluation stages.**  **Bidders will be informed of disqualification simultaneously with the technical evaluation results.**  **Scoring Evaluation Criteria: *100 points***  Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:  Points  (i) **Specific experience of the Consultant (as a firm) relevant to the Assignment:** *10*  Specific experience: Firm having completed at least, the Design and Technical Documentation (Outline and Detailed Planning - Architectural, Structural, Technical Installations; BoQs and Technical Specifications) for 1 (one) Bio-Safety Level 03 (BSL3) or Bio-Safety Level 04 (BSL4) laboratory within the last 10 years from the bids submission date.  Ongoing projects will not be accepted.  Projects should be in the firm's name and not in the name of individual(s).  The consultant should provide documentary evidence of the completed projects issued by the client.  (ii) **Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):** *30*  *[Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]*   |  |  |  | | --- | --- | --- | | **#** | **Criteria** | **Marks** | | 1 | Proposed methodology is clear and Responds to the ToR | 10 Marks | | 2 | Work Plan is realistic and implementable | 5 Marks | | 3 | Overall Team composition is balanced | 5 Marks | | 4 | Team has appropriate skills mix | 5 Marks | | 5 | Work plan has right inputs of experts. | 5 Marks | | Total | | **30 Marks** |   (iii) **Key Experts’ qualifications and competence for the Assignment:**  *{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}*  a) Position K-1: Architect (Team Leader) 20  b) Position K-2: Civil and/or Structural Engineer 15  c) Position K-3: Building Services/MEP Engineer 15  d) Position K-4: Biomedical Engineer 10  **Total points for criterion (iii):**60  **Key experts**  **Position - K1: Architect (Team Leader), 20 points**  Mandatory criteria on exclusion basis:   1. Bachelor’s Degree in Architecture. 2. Minimum 5 years of working experience as an Architect. 3. Should be registered with a relevant professional body or a government institution with a valid and appropriate license.   *The bidder should provide documentary evidence of the key expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer which should include years of service and works carried out) and (where applicable in the country of qualification) a valid and appropriate license issued by the relevant professional body or a government institution.*   1. Fluency in English language.   The key expert is required to specify which of their previous projects were conducted in English or provide evidence demonstrating proficiency in the English language. This includes achieving **Level B2 or higher** according to the CEFR, an **IGCSE grade C or above,** or any other internationally recognized qualification that demonstrates an equivalent passing score.  Specific criteria:   1. Master’s Degree in Architecture.   Percentage weight: 40%   1. Has experience working as lead architect in at least 1 major construction project of a health laboratory building with at least gross construction area of 5000sqm which includes a BSL2 laboratory (minimum). Ongoing projects will not be accepted. Key expert must have been actively involved from the project's initiation to its completion.   Percentage weight: 60%  *The bidder should provide documentary evidence of the key expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer or the client including the works carried out with the construction area of the project.).*  **Position – K2: Civil and/or Structural Engineer, 15 points**  Mandatory criteria on exclusion basis:   1. Bachelor’s Degree in Civil Engineering 2. Minimum 5 years of working experience as Civil and/or Structural Engineer. 3. Should be registered with a relevant professional body or a government institution with a valid and appropriate license.   *The bidder should provide documentary evidence of the key expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer which should include years of service and works carried out) and (where applicable in the country of qualification) a valid and appropriate license issued by the relevant professional body or a government institution.*   1. Fluency in English language.   The key expert is required to specify which of their previous projects were conducted in English or provide evidence demonstrating proficiency in the English language. This includes achieving **Level B2 or higher** according to the CEFR, an **IGCSE grade C or above,** or any other internationally recognized qualification that demonstrates an equivalent passing score.  Specific criteria:   1. Master’s Degree in Structural Engineering or Civil and Structural engineering.   Percentage weight: 40%   1. Has experience working in at least 1 project in building large structures like Hospitals, Laboratory Buildings, Airports, Sports Stadiums or Bridges etc 'equal to or larger than 50,000 square feet (sqft) or 5,000 m2 gross construction area. Ongoing projects will not be accepted. Key expert must have been actively involved from the project's initiation to its completion.   Percentage weight: 60%  *The bidder should provide documentary evidence of the key expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer or the client including the works carried out with the construction area of the project.).*  **Position – K3: - Building Services/MEP Engineer, 15 points**  Mandatory criteria on exclusion basis:   1. Bachelor’s Degree in Building Services/MEP Engineering. 2. Minimum 5 years of working experience as a Building Services/MEP Engineer. 3. Should be registered with a relevant professional body or a government institution with a valid and appropriate license.   *The bidder should provide documentary evidence of the key expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer which should include years of service and works carried out) and (where applicable in the country of qualification) a valid and appropriate license issued by the relevant professional body or a government institution.*   1. Fluency in English language.   The key expert is required to specify which of their previous projects were conducted in English or provide evidence demonstrating proficiency in the English language. This includes achieving **Level B2 or higher** according to the CEFR, an **IGCSE grade C or above,** or any other internationally recognized qualification that demonstrates an equivalent passing score.  Specific criteria:   1. Master’s Degree in Building Services/MEP Engineering.   Percentage weight: 40%   1. Has experience working in at least 1 major construction project of a health laboratory building with at least gross construction area of 5,000sqm which includes a BSL2 laboratory (minimum). Ongoing projects will not be accepted. Key expert must have been actively involved from the project's initiation to its completion.   Percentage weight: 60%  *The bidder should provide documentary evidence of the key expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer or the client including the works carried out with the construction area of the project.).*  **Position – K4: Biomedical Engineer, 10 points**  Mandatory criteria on exclusion basis:   1. Bachelor’s Degree in Biomedical Engineering. 2. Minimum 5 years of working experience as a Biomedical Engineer.   *The bidder should provide documentary evidence of the key expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer which should include years of service and works carried out).*   1. Fluency in English language.   The key expert is required to specify which of their previous projects were conducted in English or provide evidence demonstrating proficiency in the English language. This includes achieving **Level B2 or higher** according to the CEFR, an **IGCSE grade C or above,** or any other internationally recognized qualification that demonstrates an equivalent passing score.  Specific criteria:   1. Master’s Degree in Biomedical Engineering.   Percentage weight: 40%   1. Has minimum 3 years working experience in designing or equipping a health laboratory building with at least gross construction area of 5,000sqm which includes a BSL2 laboratory (minimum).   Percentage weight: 60%  *The bidder should provide documentary evidence of the key expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer or the client including the works carried out.).*  ***Note: The proposed Key Experts must fulfil all the mandatory criteria listed above. The proposal of a consulting firm whose Key Experts do not meet all the minimum/mandatory requirements will be rejected. This means that the entire proposal of the consulting firm will be rejected.***  *The selected consultant should provide documentary evidence as stated above for each position with the proposal. Fail to provide documentary evidence or documents not meeting the requirement as specified in CVs will result in disqualification.*  **Total points for the above criteria*:* 100**  **The minimum technical score (St) required to pass is***:* **70**  **Non-Key experts**  *Consultants should submit CVs for Non-key experts at the bid submission stage.* ***The consultant should provide documentary evidence as stated below for the non-key experts latest before contract signature****. Failure to provide this documentary evidence or documents not meeting the requirement as specified in experts CVs will result in disqualification of the bid and the Client will proceed to negotiate the Contract with the next-ranked Consultant.*  If there is a change of non-key experts after the contract signature, the non-key experts shall be subject to approval by the client.  *All experts must be independent and free from conflicts of interest in the scope of their responsibilities. The consulting firm may hire additional consultants if requested by the client.*  **Position – NK1: Quantity surveyor**  Criteria:   1. Bachelor’s Degree in Quantity Surveying. 2. Minimum 3 years of work experience in quantity surveying in building infrastructure.   *The selected firm should provide documentary evidence of the expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer which should include years of service and works carried out).*   1. Fluency in English language.   The expert is required to specify which of their previous projects were conducted in English or provide evidence demonstrating proficiency in the English language. This includes achieving Level B2 or higher according to the CEFR, an IGCSE grade C or above, or any other internationally recognized qualification that demonstrates an equivalent passing score.  **Position – NK2: Environmental and Social expert**  Criteria:   1. Bachelor’s Degree in Environmental Science, Environmental Management, Environmental studies or suitable equivalency. 2. Minimum 3 years of working experience in a relevant field.   *The selected firm should provide documentary evidence of the expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer which should include years of service and works carried out).*   1. Fluency in English language.   The expert is required to specify which of their previous projects were conducted in English or provide evidence demonstrating proficiency in the English language. This includes achieving **Level B2 or higher** according to the CEFR, an **IGCSE grade C or above,** or any other internationally recognized qualification that demonstrates an equivalent passing score.  **Position – NK3: Occupational Health and Safety expert**  Criteria:   1. Bachelor’s Degree in occupational and health safety or in a relevant filed. 2. Minimum 3 years of working experience in a relevant filed.   *The selected firm should provide documentary evidence of the non-key expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer which should include years of service and works carried out).*   1. Fluency in English language.   The expert is required to specify which of their previous projects were conducted in English or provide evidence demonstrating proficiency in the English language. This includes achieving **Level B2 or higher** according to the CEFR, an **IGCSE grade C or above,** or any other internationally recognized qualification that demonstrates an equivalent passing score.  **Position – NK4: Biosafety expert**  Criteria:   1. Bachelor’s Degree in Biological Sciences or in a relevant filed. 2. Minimum 3 years of relevant working experience related to biosafety management, biomedical laboratories, biomedical guidelines and standards or in related field.   *The selected firm should provide documentary evidence of the expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer which should include years of service and works carried out).*   1. Fluency in English language.   The expert is required to specify which of their previous projects were conducted in English or provide evidence demonstrating proficiency in the English language. This includes achieving **Level B2 or higher** according to the CEFR, an **IGCSE grade C or above,** or any other internationally recognized qualification that demonstrates an equivalent passing score.  Notes:  1) Subcontractors’ qualifications, experience and resources will not be taken into account in determining the Consultant’s compliance with the mandatory/exclusion criteria and scoring evaluation criteria.  2) A consistent history of litigation or arbitration awards against the any member of a Joint Venture may also result in disqualification of the Joint Venture. The candidates should fill Self-Declaration of Litigation and Arbitration History form (TECH-13) attached to this document.  3) If a proposal is submitted by a Joint Venture of two or more firms as members, such proposal must comply with the following requirements:   1. The Proposal shall be signed so as to be legally binding for all members; 2. The Proposal shall include a copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Proposal shall be signed by all members and submitted with the Proposal; 3. One of the members shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and 4. The execution of the entire Contract, including payment, shall be done exclusively with the member in charge. |
|  | **Public Opening of Financial Proposals** |
| **23.4** | **An online option of the opening of the Financial Proposals is offered:** No. |
| **23.5** | After the evaluation of the Technical Proposals is complete, the Client will inform the Consultants who passed the minimum technical score (St) about the location, date, and time of the public opening of the Financial Proposals.  Consultants who do not meet the minimum technical score (St) will have their Financial Proposals returned without being opened. |
| **25.1** | For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract’s invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client’s country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant. |
| **26.1** | **The single currency for the conversion of all prices expressed in various currencies into a single one is**: *Maldivian Rufiyaa*  **The official source of the selling (exchange) rate is**: Maldives Monetary Authority  **The date of the exchange rate is: 7 days prior to** the date of the submission of the proposals. |
| **27.1**  **(QCBS only)** | **The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.**  **The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:**  Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.  **The weights given to the Technical (T) and Financial (P) Proposals are**:  **T** = 70, and  **P** = 30  Proposals are 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) as following: S = St x T% + Sf x P%. |
|  | **D. Negotiations and Award** |
| **28.1** | **Expected date and address for contract negotiations:**  **Date**: 1 June 2025  **Address:** Ministry of Health, H.Roashnee Building, Sosun Magu, Male’ Maldives  In agreement with both parties, contract negotiations might be held online. |
| **28.2** | The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative. Subsequently, the finalized minutes should be submitted to the Bank before the Contract is signed. |
| **28.3** | The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. |
| **28.5** | The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology and the Client’s inputs. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected. |
| **28.6** | The negotiations include the clarification of the Consultant’s tax liability in the Client’s country and how it should be reflected in the Contract. |
| **28.7** | The total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated. |
| **32.1** | Not Applicable. |
| **33** | Debriefing by the Client: Applicable |
| **34.2** | **Expected date for the commencement of the Services:**  **Date**: 18 June 2025 **at**: Male’, Republic of Maldives |
| **35.1** | Procurement related complaints    Tenderers have the right to challenge decisions or actions taken by the procuring entity at any stage from publication of the tender to signing of the contract. If a Tenderer wishes to make a Procurement-related complaint, the Tenderer shall submit its complaint in writing (by the quickest means available, such as by email or fax) to:    Name: *Ms. Fathimath Rishfa Ahmed*  Designation: *Chief* *Procurement Executive*  e-mail: [*ibrahim.aflah@finance.gov.mv*](mailto:tender@finance.gov.mv)  e-mail cc to: [fathimath.rishfa@finance.gov.mv](mailto:ibrahim.aflah@finance.gov.mv)  tender@finance.gov.mv  Request for Bank’s review  The consultant should alert the procuring entity in writing via email mentioned above ([ibrahim.aflah@finance.gov.mv](mailto:tender@finance.gov.mv), [tender@finance.gov.mv](mailto:tender@finance.gov.mv), [fathimath.rishfa@finance.gov.mv](mailto:ibrahim.aflah@finance.gov.mv) , with a copy to the European Investment Bank to procurementcomplaints@eib.org, in case they should consider that certain clauses or provisions of the RFP might limit international competition or introduce an unfair advantage to some consultants. (EIB GtP, § 3.7.4).    Any member of the public may refer a complaint to the Bank in respect of an instance of maladministration in its procurement due diligence.    The Bank’s Procurement Complaints Committee reviews the Bank's position relative to complaints arising from tendering of Bank-financed contracts for goods, works and consultant services in case a complaint against the Bank’s action has been received. Further details with regard to the process to be followed by Tenderers for procurement complaints are provided in Annex 7 to the EIB Guide to Procurement.    In summary, a Procurement-related Complaint may challenge any of the following:     1. The terms of this Request for Proposal. 2. The Client’s decision to exclude a consultant from the procurement process prior to the award of contract; and 3. The Client’s decision to award the contract.     Tenderers shall raise their concerns in a timely manner but latest 10 (ten) calendar days following the date the received the relevant decision. |

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

###### Checklist of Required Forms

|  |  |  |  |
| --- | --- | --- | --- |
| **Required for FTP**  **** | **FORM** | **DESCRIPTION** | ***Included (Check the box)*** |
| **FTP** |  |  |  |
| **** | TECH-1 | Technical Proposal Submission Form. | □ |
| **** |  | Form for Criteria Information | □ |
| **** |  | Annex 1- PREVIOUS REFERENCE PROJECTS FORM with requested evidences | □ |
| **** If applicable | TECH-1 Attachment | If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement. | □ |
| **** If applicable | Power of Attorney | No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members | □ |
| **** | TECH-2 | Consultant’s Organization and Experience. | □ |
| **** | TECH-2A | A. Consultant’s Organization | □ |
| **** | TECH-3 | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client. | □ |
| **** | TECH-3A | A. On the Terms of Reference | □ |
| **** | TECH-3B | B. On the Counterpart Staff and Facilities | □ |
| **** | TECH-4 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment | □ |
| **** | TECH-5 | Work Schedule and Planning for Deliverables | □ |
| **** | TECH-6 | Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) | □ |
| **** | TECH-7 | Code of Conduct (ES) | □ |
| **** | TECH-8 | Covenant of Integrity | □ |
| **** | TECH-9 | Environmental and Social Covenant | □ |
| **** | TECH-10 | Self-Declaration of Non-Conviction | □ |
| **** | TECH-11 | Self-Declaration of Tax Clearance | □ |
| **** | TECH-12 | Self-Declaration of Financial Solvency | □ |
| **** | TECH-13 | Self-Declaration of Litigation and Arbitration History | □ |

**All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.**

###### Form TECH-1

**Technical Proposal Submission Form**

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals (RFP) dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following*:* We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}.We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.

(b) Our Proposal shall be valid and remain binding upon us *for the period of time specified in the Data Sheet ITC 12.1.*

(c) We have no conflict of interest in accordance with ITC 3.

(d) We hereby certify that we have taken steps to ensure tha.t no person acting for us or on our behalf engages in any type of Fraud and Corruption set out in EIB’s Anti-Fraud Policy.

(e) We, along with any of our sub-consultants, sub-contractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or an exclusion by the European Investment Bank. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to decision imposed by the European Union[[5]](#footnote-5), either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council and During the procurement process and the evaluation of proposals, we have adhered to the ethical standards set out in EIB’s Guide to procurement, section 1.4 Ethic Conduct

(f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

(g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.

(h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company’s name or JV’s name):

Capacity: {insert the person’s capacity to sign for the Consultant}

Address: {insert the authorized representative’s address}

Phone/fax: {insert the authorized representative’s phone and fax number, if applicable}

Email: {insert the authorized representative’s email address}

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

**Form for Criteria Information**

|  |  |
| --- | --- |
| **1.   Individual Consultants or Individual Members of Joint Ventures** | 1.1    Constitution or legal status of Consultant: [*attach copy]*  Place of registration: [*insert]*  Principal place of business: [*insert]*  Power of attorney of signatory of Proposal: [*attach]*  Have the company itself and its legal representative been convicted for some of the criminal acts as a member of organized criminal group, criminal acts against economy, criminal acts against environment, criminal acts of bribery, criminal acts of fraud?                                                         (*insert YES/NO*) [*attach copy of evidence]*    Has the company settled due tax obligations, contributions, and other public charges in accordance with the regulations of Republic of Maldives or foreign state where it has the seat?                                                         (*insert YES/NO*) [*attach copy of evidence]*    Is the company bankrupt, subject to insolvency or winding up procedures, are its assets being administered by a liquidator or by a court, is it in an arrangement with creditors, are its business activities suspended, or is it in any analogous situation arising from a similar procedure provided for under national legislation or regulations?                                                         (*insert YES/NO*) [*attach copy of evidence]*    1.2    Audited annual turnover for the last five years, **in USD or EUR or** local currency of the country of the business:  Average annual turnover for the past 5 years: *[insert]*  2019:*[insert]*  2020:*[insert]*  2021*: [insert]*  2022:*[insert]*  2023:*[insert]*  Or  2020:*[insert]*  2021:*[insert]*  2022*: [insert]*  2023:*[insert]*  2024:*[insert]*    *If necessary, incorporate alternative years according to the criteria.*  1.3    Services performed as Consultant on the provision of Services of a similar nature and volume as indicated in exclusion and scoring evaluation criteria should be inserted in Annex 1- PREVIOUS REFERENCE PROJECTS FORM.  Also list details of Services under way or committed, including expected completion date. |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | 1.4    Financial reports for the last five years (2019, 2022, 2021, 2022, 2023 or 2020, 2021, 2022, 2023, 2024):  balance sheets, profit and loss statements, auditors’ reports, etc.  List below and attach copies.  *If necessary, incorporate alternative years according to the criteria.*  1.5    Information regarding any litigation, current or within the last five years, in which the Consultant is or has been involved. | | | | | |
| Other party(ies) | | Cause of dispute | Details of litigation award | | Amount involved |  |
| (a)    (b) | |  | |  |  |  |
|  |  |  |  |  |  |  |

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| --- | --- |
|  |  |
| **2.   Joint Ventures** | 2.1    Attach the power of attorney of the signatory(ies) of the Proposal authorizing signature of the Proposal on behalf of the joint venture.  2.2    Attach the Agreement among all members of the joint venture (and which is legally binding on all members), which shows that  (a)     all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;  (b)    one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and  (c)     the execution of the entire Contract, including payment, shall be done exclusively with the member in charge. |
| **3.   Additional Requirements** | 3.1    Consultants should provide any additional information required in free tabular form as stated **in the criteria**. |

Authorized representative Names: -----------------------------------

Stamp and Signature: --------------------------------------------------------

Date: -------------------------------

**Annex 1- PREVIOUS REFERENCE PROJECTS FORM**

Company Name: ………………………………………………….

Registration No. :……………………………………………

General experience: …………Projects

Country of Registration: ……………………………………

Specific Experience: …………Projects

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No. | Names of the project including a brief description. | Project size (m2 GFA) | Project total cost (USD) | Project category | Consultant involvement (Feasibility Study,  Design & Technical documentation, supervision) | Start-End  (From-to) | Project location  (City, Country) | Name of employer, address and contact person | Proof (completion certificate/document[[6]](#footnote-6)). Insert the name of the completion document provided by the Client. |
| 1 |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |
| Etc. |  |  |  |  |  |  |  |  |  |

Authorized representative Names: ------------------------------------

Stamp and Signature: -------------------------------------------------------

Date: ---------------------------------

Form TECH-2 **(for Full Technical Proposal Only)**

**Consultant’s Organization**

Form TECH-2: a brief description of the Consultant’s organization

**A - Consultant’s Organization**

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors.

Form TECH-3 **(for Full Technical Proposal)**

**Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be Provided by the Client**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

**A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

Form TECH-4 **(for Full Technical Proposal Only)**

**Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference**

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology Including the Environmental, Social, Health and Safety (ESHS) aspects.

{Suggested structure of your Technical Proposal (in FTP format):

1. Technical Approach and Methodology
2. Work Plan
3. Organization and Staffing}

a) ***Technical Approach and Methodology.*** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks, *(*including on the Environmental and Social (ES) aspects) to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) ***Work Plan.*** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

1. ***Organization and Staffing.*** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

Form TECH-5

**Work Schedule and planning for deliverables**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Deliverables** 1 **(D-..)** | **Months** | | | | | | | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **.....** | **n** | **TOTAL** |
| **D-1** | {e.g., Deliverable #1: Report A |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1) data collection |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 2) drafting |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 3) inception report |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 4) incorporating comments |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 5) delivery of final report to Client} |  |  |  |  |  |  |  |  |  |  |  |  |
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| **D-2** | {e.g., Deliverable #2:...............} |  |  |  |  |  |  |  |  |  |  |  |  |
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1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

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

3. Include a legend, if necessary, to help read the chart.

Form TECH-6

**Team Composition, Assignment, and Key Experts’ inputs**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Name** | **Expert’s input (in person/month) per each Deliverable (listed in TECH-5)** | | | | | | | | | | | | | **Total time-input**  **(in Months)** | | |
| **Position** |  | **D-1** |  | **D-2** |  | **D-3** | **........** |  | **D-...** |  |  |  | **Home** | **Field** | **Total** |
| **KEY EXPERTS** | | | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-1 | {e.g., Mr. Abbbb} | [Team Leader] | [*Home]* | [2 month] |  | [1.0] |  | [1.0] |  |  |  |  |  |  |  |  |  |
| [*Field*] | [0.5 m] |  | [2.5] |  | [0] |  |  |  |  |  |  |  |  |
| K-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** | | | |  |  |  |
| **NON-KEY EXPERTS** | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-1 |  |  | [*Home*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| [*Field*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** | | | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Total** | | | |  |  |  |

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

Full time input

Part time input

**Form TECH-6**

**(Continued)**

**CURRICULUM VITAE (CV)**

|  |  |
| --- | --- |
| **Position Title and No.** | {e.g., K-1, TEAM LEADER} |
| **Name of Expert:** | {Insert full name} |
| **Date of Birth:** | {day/month/year} |
| **Country of Citizenship/Residence** |  |

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

|  |  |  |  |
| --- | --- | --- | --- |
| **Period** | **Employing organization and your title/position. Contact information for references** | **Country** | **Summary of activities performed relevant to the Assignment** |
| [e.g., May 2005-present] | [e.g., Ministry of ……, advisor/consultant to…  For references: Tel…………/e-mail……; Mr./Mrs. Hbbbbb, deputy minister] |  |  |
|  |  |  |  |
|  |  |  |  |

Membership in Professional Associations and Publications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Language Skills (indicate only languages in which you can work): \_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Adequacy for the Assignment:**

|  |  |
| --- | --- |
| Detailed Tasks Assigned on Consultant’s Team of Experts: | Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks |
| {List all deliverables/tasks as in TECH- 5 in which the Expert will be involved) |  |
|  |  |
|  |  |

**Expert’s contact information:** (e-mail …………………., phone……………)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert Signature Date

{day/month/year}

Name of authorized Signature Date

Representative of the Consultant

(the same who signs the Proposal)

**Note: copies of qualifications, professional body registration/practicing licenses, proofs of previous experience/references must be submitted.**

**The key expert is required to specify which of their previous projects were implemented in English or provide evidence demonstrating proficiency in English as stated in Clause 21.1 of Data Sheet, Section 2. Instructions to Consultants.**

Form TECH-7

CODE OF CONDUCT FOR EXPERTS (ES) Form

**Note to the Consultant**:

**The minimum content of the** **Code of Conduct form as set out by the Client shall not be substantially modified**. However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Consultant shall initial and submit the Code of Conduct form as part of its Proposal.

**CODE OF CONDUCT FOR EXPERTS**

We are the Consultant, [*enter name of Consultant*]. We have signed a contract with [*enter name of Client*] for [*enter description of the Services*]. These Services will be carried out at [*enter the Site and other locations as appropriate*]. Our contract requires us to implement measures to address environmental and social risks related to the Services, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Services. It applies to all Experts at the Site or other places where the Services are being carried out.

This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

**REQUIRED CONDUCT**

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person;
3. maintain a safe working environment including by:
   1. ensuring that workplaces, equipment and processes under each person’s control are safe and without risk to health;
   2. wearing required personal protective equipment; and
   3. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor’s Personnel or Client’s Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another ;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who makes use of grievance mechanism for Experts or the project’s Grievance Redress Mechanism.

**RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Consultant’s social expert with relevant experience in handling* *sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Consultant’s hotline *(if any)* and leave a message.

The person’s identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

**CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Consultant’s contact person(s) with relevant experience*] requesting an explanation.

Name of Expert: [insert name]

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: (day month year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Countersignature of authorized representative of the Consultant:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: (day month year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)**

**ATTACHMENT 1 TO THE CODE OF CONDUCT FORM**

**BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

1. **Examples of sexual exploitation and abuse** include, but are not limited to:

* An Expert tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
* An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
* An Expert rapes, or otherwise sexually assaults a member of the community.
* An Expert denies a person access to the Site unless he/she performs a sexual favor.
* An Expert tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

1. **Examples of sexual harassment** **in a work context**

* An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
* When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is “asking for it” because of how he/she dresses.
* Unwelcome touching of an Expert or Employer’s Personnel by another Expert.
* An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Form TECH-8

**Debarment and Covenant of Integrity**

IMPORTANT: It should be noted that, in the Covenant of Integrity, the tenderer is requested to self-declare all sanctions and/or exclusions (including any similar decisions having the effect of imposing conditions on the tenderer or its subsidiaries or to exclude the said tenderer or its subsidiaries, such as temporary suspension, conditional non-exclusion, etc.) imposed by the European Institutions or any Multilateral Development Banks (including the World Bank Group, the African Development Bank, the Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank), regardless of the date of issue and the expiration or not of such decisions and of the current status of any sanction and/or exclusion. In this regard, any omission or misrepresentation, made knowingly or recklessly, may be considered as fraud under the EIB Anti-Fraud Policy. Therefore, the Client reserves the right to reject any offer presenting an inaccurate or incomplete Covenant of Integrity and may cause the rejection of the offer for prohibited conduct.

The EIB Covenant of Integrity (COIs) is included in the list of documents to be submitted as part of the consultant’s proposal. (EIB GtP).

A list of excluded firms and individuals is available at the Bank’s external website:  <https://www.eib.org/en/about/accountability/anti-fraud/exclusion/index.htm>

Covenant of Integrity

[*Name of lead tenderer*] hereby declare and covenant, on our behalf and on that of our joint venture partners, if any, for [*name of the contract*] managed by [*name of promoter*] (the “**Contract**”), that neither we nor anyone, including any of our directors, employees, agents or subcontractors for the Contract, acting on our behalf with due authority or with our knowledge or consent or facilitated by us (together, the “**Associated Entities and Persons**”), nor any of our parent, subsidiary or affiliate companies,

1. have engaged in any Prohibited Conduct[[7]](#footnote-7) in connection with the tendering process, nor will we or the Associated Entities and Persons engage in such Prohibited Conduct during the execution of the Contract;
2. are listed or otherwise subject to EU/United Nations sanctions;[[8]](#footnote-8)
3. are the subject of a current decision of exclusion by the European Investment Bank;
4. during the 5 (five) years immediately preceding the date of this Covenant, have been convicted in any court or sanctioned[[9]](#footnote-9) by any authority (irrespective of whether such conviction or sanction is still in force) of any offence on grounds comparable to Prohibited Conduct in connection with a tendering process or any provision of works, goods or services; or
5. are excluded or subject to enforcement actions or otherwise sanctioned[[10]](#footnote-10) by the EU institutions or bodies, or any multilateral development bank,[[11]](#footnote-11) on grounds comparable to Prohibited Conduct, or have been under such exclusion, enforcement action or sanction the effectiveness of which ceased no more than 5 (five) years immediately preceding the date of this Covenant.

We will immediately inform you if any instance described under (i) to (v) above in respect of us or any of the Associated Entities and Persons comes to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant at any time during the tendering process and, if successful, during the Contract.

We further declare and covenant that, if successful, neither us nor any of the Associated Entities and Persons will act in contravention of EU/United Nations sanctions during the execution of the Contract.

If applicable, we provide below the details of all convictions, exclusions or other sanctions, exclusion/sanctions proceedings, and/or enforcement actions, listed above under paragraphs (i) to (v), in respect of us or any of the Associated Entities and Persons, together with details of the measures taken, or to be taken, to ensure that no Prohibited Conduct is committed in connection with the tendering process or with the execution of the Contract (*if not applicable, please indicate not applicable in the table below*):

|  |  |  |
| --- | --- | --- |
| Name of entity | Details of disclosure | Measures taken or to be taken |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

We, or any of the Associated Entities and Persons, have paid, or will pay, the following commissions, gratuities or fees with respect to the tendering process or execution of the Contract [*insert complete name of each recipient, its full address, the reason for which each commission, gratuity or fee was paid, or will be paid, and the amount and currency of each such commission, gratuity or fee*]:

|  |  |  |  |
| --- | --- | --- | --- |
| Name of recipient | Address | Reason | Amount |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

For the duration of the tendering process and, if we are successful, for the duration of the Contract, we will appoint and maintain in office an officer who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We grant the [*name of promoter*], the European Investment Bank, and any persons appointed by it and/or any authority or European Union institution or body having competence under European Union law, the right to (i) visit the sites, installations and works, (ii) interview our representatives and any other relevant person and (iii) inspect and copy our books and records in connection with the tendering process or the Contract, and we shall require our Associated Entities and Persons with knowledge of the Contract to respond to questions from the European Investment Bank and to provide to it any information or documents necessary for the investigation of allegations of Prohibited Conduct.

We agree to preserve our books and records and ensure that the books and records of the Associated Entities are preserved generally in accordance with applicable law but in any case for at least 6 (six) years from the date of tender submission and, in the event we are awarded the Contract, at least 6 (six) years following the date of substantial performance of the Contract. We shall ensure that in any agreements with Associated Entities concerning the execution of the Contract provisions to the effect of this paragraph are included.

We acknowledge that any failure to comply with the obligations under this Covenant of Integrity (including any omission or misrepresentation, made knowingly or recklessly, of a past conviction, exclusion, other sanction or enforcement action), or any unauthorised amendment to the Covenant, may be considered a breach of the EIB Group Anti-Fraud Policy and thus result in the rejection of our tender for the Contract and/or cause the initiation of exclusion proceedings by the EIB against us and/or any of the Associated Entities and Persons.

**SIGNED by a duly authorised representative with the requisite power and authority to sign on behalf of its company and, in the case of a joint venture bid, on behalf of each member thereof:**

Date:

Name of company:

Name of signatory:

Position of signatory:

Signature:

Form TECH-9

Environmental and Social Obligations

Tenderers and (sub) contractors are required to comply with applicable laws and national and international standards of health, safety, including those contained in any relevant International Labour Organization (ILO) conventions and international standards and agreements on environmental protection. Compliance with EIB’s environmental and social safeguards is mandatory. The Bank's environmental and social policies are available on the Bank's website.

Environmental and social covenant

We, [*name of lead tenderer*], shall, and shall ensure that all of our joint venture members and subcontractors, if any, for [*name of the contract*] managed by [*name of the Contracting Authority*] (the “Contract”), comply with all labour and health and safety laws and regulations applicable in the country of implementation of the Contract, as well as all national legislation and regulations and any obligation in the relevant international conventions and multilateral agreements on the environment that are applicable, ratified and in force in the country of implementation of the Contract.

*Labour standards*

We commit to adhere to the principles of the Fundamental Conventions of the International Labour Organization,[[12]](#footnote-12) and, in particular, we explicitly pledge not to employ child labour or forced labour, in line with Standard 8 of the EIB’s Environmental and Social Standards.[[13]](#footnote-13)

We will require our subcontractors not to employ child labour or forced labour [*and to cascade these requirements throughout their respective supply chains*].[[14]](#footnote-14) We shall:

1. pay rates of wages and benefits and observe conditions of work (including working time) that are fair and not lower than those established for the trade or industry where the work is carried out and ensure that wages are paid promptly and regularly; and
2. keep complete and accurate records of employment of workers at the site.

[*for* ***works*** *contracts, insert:*

“*Workers relations*

We shall, in line with Standard 8 of the EIB’s Environmental and Social Standards, [*insert* “have in place”/“develop and implement”] labour management policy and procedures commensurate to the size and workforce that will be applicable to the project (including a grievance mechanism in line with good international practice to address both labour and occupational health and safety considerations). We will regularly monitor and report on implementation of the grievance mechanism to [*name of the Contracting Authority*], including on any corrective measures deemed necessary.”]

*Occupational and public health, and safety and security*

We shall:

1. comply with all applicable occupational health and safety laws in the country of implementation of the Contract;
2. develop and implement the necessary health and safety management plans and systems commensurate with the project risks and impacts, in accordance with [*in the case of* ***goods, non-consulting services and works,*** *insert* “the measures defined in the Project’s environmental and social management plans or equivalent and/or in the relevant studies and”] International Labour Organization guidelines on occupational safety and management systems;[[15]](#footnote-15)
3. provide workers employed in relation to the Contract access to adequate, safe and healthy facilities as well as living quarters for workers living on-site, if relevant, in line with the EIB’s Environmental and Social Standards;
4. communicate all occupational health and safety rules, instructions and signage in a language understood by the workforce;
5. provide qualified [emergency response/]first aid arrangements at all times;
6. develop and implement a code of conduct and adopt specific measures to prevent and address inter aliagender-based violence, sexual exploitation and human trafficking for all workers, including those of our subcontractors;
7. use security management arrangements that are consistent with international human rights standards and principles[[16]](#footnote-16) where such arrangements are required for the delivery of the Contract;
8. establish procedures and systems for investigating, recording and reporting any type of accident and incident (whether they happen on-site or within the Contract influence area) that occurs as a direct consequence of the implementation works or Contract activities;
9. report, investigate, document and analyse any environmental and health and safety incidents, accidents or circumstances and their impact or the effect arising or likely to arise from them, including permanent disabilities, ill health or fatalities occurring in relation to the Contract, and take due actions to address and prevent any future similar event, keep the EIB informed of the ongoing implementation of these measures and, where required by national law, notify the relevant authorities of such occurrences and cooperate with them in this respect.

*Protection of the environment*

We shall take all reasonable steps to protect the environment, biodiversity and ecosystems on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. [*in the case of* ***goods, non-consulting services and works,*** *insert* “To this end, emissions, discharges to the surface, ground and marine environments and effluent from our activities will comply with the limits, specifications or stipulations as defined in [*insert name of the relevant document*][[17]](#footnote-17) and the international and national legislation and regulations applicable in the country of implementation of the Contract.”]

*Environmental and social performance*

We shall comply with the measures prescribed to us in the Contractand any corrective or preventative actions in the annual environmental and social monitoring report or other environmental and social action plan required by the Contract, if any [*in the case of* ***works,*** *insert “*and submit *[insert the periodicity as indicated in the Contract, if any]* environmental and social monitoring reports to *[insert name of the Contracting Authority*]”]. [*in the case of* ***contracts above the thresholds,***[[18]](#footnote-18)*insert* “To this end, we shall develop and implement an environmental and social management system commensurate to the size and complexity of the Contract and provide [*insert name of the Contracting Authority*] with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports. We further commit to fully cooperate with the staff of the supervision consultant, where applicable.”]

Our tender price as offered for the Contract includes all costs related to our environmental and social performance obligations under the Contract. We shall:

1. reassess, in consultation with [*insert name of the Contracting Authority*]*,* any changes that may potentially cause negative environmental or social impacts;
2. provide [*insert name of the Contracting Authority*] with a written notice and in a timely manner of any unanticipated environmental or social risks or impacts that arise during the implementation of the Contract previously not taken into account; and
3. in consultation with [*insert name of the Contracting Authority*]*,* adjust environmental and social monitoring and mitigation and/or compensatory and/or remedy measures as necessary to assure compliance with our environmental and social obligations.

[*in the case of* ***goods, non-consulting services and works,*** *insert:*

“*Environmental and social staff*

We shall facilitate [*insert name of the Contracting Authority*]’s ongoing monitoring and supervision of our compliance with the environmental and social obligations described above.”]

[*in the case of* ***contracts above the thresholds for goods, non-consulting services and works,*** *insert:*

*“Environmental and social management team*

For this purpose, we shall appoint and maintain in office until the completion of the Contract an environmental and social management team (scaled to the size and complexity of the Contract) that shall be reasonably satisfactory to [*insert name of the Contracting Authority*] and to whom [*insert name of the Contracting Authority*] shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.”]

We accord [*insert name of the Contracting Authority*] and the EIB, and auditors appointed by either of them, the right to inspect all our accounts, records, electronic data and documents related to the environmental and social aspects of the current Contract, as well as all those of our joint venture members and subcontractors.

**SIGNED by a duly authorised representative with the requisite power and authority to sign on behalf of its company and, in the case of a joint venture, on behalf of each member thereof:**

Date:

Name of company:

Name of signatory:

Position of signatory:

Signature:

Form TECH-10: **Self-Declaration of Non-Conviction**

**[Company Letterhead]**

Date: [Insert Date]

To: [Name and Address of Requesting Organization]

Subject: Self-Declaration of Non-Conviction

**I, [Name of Legal Representative]**, in my capacity as [Position Title, e.g., CEO, Legal Representative, etc.] of **[Company Name]**, hereby declare that neither **[Company Name]** nor myself have been convicted of any of the following offenses:

1. Involvement as a member of an organized criminal group.
2. Criminal acts against the economy.
3. Criminal acts against the environment.
4. Criminal acts of bribery.
5. Criminal acts of fraud.

This declaration is made in good faith and in full knowledge of applicable laws and regulations. I affirm that the information provided in this declaration is accurate and true to the best of my knowledge.

Should any information contained in this declaration be found to be false or misleading, I understand that **[Company Name]** may be disqualified from the procurement process and may be subject to further legal action.

**Signed by:**  
[Name of Legal Representative]  
[Position]  
[Company Name]  
[Company Address]  
[Contact Information]

**Date Signed:** [Insert Date]

Form TECH-11: **Self-Declaration of Tax Clearance**

**[Company Letterhead]**

Date: [Insert Date]  
To: [Requesting Organization’s Name and Address]

**Subject: Self-Declaration of Tax Clearance**

We, **[Company Name]**, having our registered office at **[Address]**, hereby declare that:

1. **Tax Compliance**
   * We are fully compliant with all applicable tax laws and regulations in the jurisdiction(s) where we operate.
   * We have no outstanding tax liabilities, and all required tax filings and payments have been duly made as of the date of this declaration.
2. **Legal Consequences of False Declaration**
   * We understand that providing false or misleading information in this declaration may result in disqualification from the procurement process, termination of any awarded contract, and potential legal consequences as stipulated by the procurement rules.

We make this declaration in good faith and with full knowledge of our legal responsibilities.

We understand that the selected candidate should submit Tax clearance certificate before contract signature that it has settled due tax obligations, contributions, and other public charges in accordance with the regulations of the Republic of Maldives or foreign state where it has its seat.Fail to provide Tax clearance certificate before contract signature will result in disqualification from contract signature.

**Authorized Representative’s Details and Signature**  
Name: [Full Name]  
Position: [Job Title/Position]  
Company: [Company Name]  
Signature: [Signature]  
Date: [Insert Date]

Form TECH-12: **Self-Declaration of Financial Solvency**

**[Company Letterhead]**

Date: [Insert Date]

To: [Requesting Organization’s Name and Address]

**Subject: Self-Declaration of Financial Solvency**

I, **[Full Name of Legal Representative]**, in my capacity as **[Position Title]** of **[Company Name]**, hereby declare that **[Company Name]**:

1. Is not bankrupt or subject to insolvency or winding-up procedures.
2. Is not having its assets administered by a liquidator or a court.
3. Is not in an arrangement with creditors.
4. Has not suspended its business activities.
5. Is not in any analogous situation arising from a similar procedure under national legislation or regulations.

This declaration is made in full faith, based on our company’s financial status as of this date. We understand that providing false information may lead to disqualification from the procurement process and potential legal action.

**Signature:**  
[Full Name of Legal Representative]  
[Position Title]  
[Company Name]  
[Company Address]  
[Contact Information]

**Date Signed:** [Insert Date]

Form TECH-13: **Self-Declaration of Litigation and Arbitration History**

**[Joint Venture’s Letterhead]**

Date: [Insert Date]

To: [Requesting Organization’s Name and Address]

**Subject: Self-Declaration of Litigation and Arbitration History for [Joint Venture Name]**

We, the undersigned, comprising the members of **[Joint Venture Name]** (the “JV”), make the following declaration regarding our history of litigation and arbitration:

1. **Litigation and Arbitration History**  
   We hereby confirm that neither **[Joint Venture Name]** nor any of its members (including [List each JV member’s name]) has a consistent or significant history of litigation or arbitration awards against us that would, in the reasonable judgment of the JV, disqualify or otherwise impede our ability to fulfill the requirements of the [Project Name].
2. **Disclosure of Notable Cases**  
   We disclose any relevant litigation or arbitration cases below, which have been material in nature or have had significant financial or operational impacts on any JV member in the past 5 years:  
   **[List details of any cases, or state “None” if there is nothing to report.]**
3. **Implications of Inaccurate Disclosure**  
   We understand and acknowledge that failure to disclose a consistent history of litigation or arbitration awards that may disqualify us can lead to penalties, including potential disqualification from this and future procurements, and may result in additional legal consequences.

**Declaration of Accuracy**  
We declare that all information provided in this statement is accurate, truthful, and provided in good faith, and we acknowledge our legal responsibility for the accuracy of this declaration.

**Joint Venture Members’ Signatures:**

1. **[JV Member 1 Name]**  
   [Name of Legal Representative]  
   [Position]  
   [Signature and Date]
2. **[JV Member 2 Name]**  
   [Name of Legal Representative]  
   [Position]  
   [Signature and Date]

**Date of Declaration:** [Insert Date]

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the 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 in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

**Form FIN-1**

**Financial Proposal Submission Form**

{Location, Date}

To: [Name and address of Client]

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 Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, *[Insert “including” or “excluding”] of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address Amount and Purpose of Commission

of Agents Currency or Gratuity

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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

We remain,

Yours sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company’s name or JV’s name):

Capacity: {insert the person’s capacity to sign for the Consultant}

Address: {insert the authorized representative’s address}

Phone/fax: {insert the authorized representative’s phone and fax number, if applicable}

Email: {insert the authorized representative’s email address}

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

**Form FIN-2 Summary of Costs**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item | **Cost** | | | |
| {Consultant must state the proposed Costs in accordance with ITC **16.4 of the Data Sheet**; delete columns which are not used} | | | |
| {*Insert Foreign Currency # 1*} | {*Insert Foreign Currency # 2, if used*} | {*Insert Foreign Currency # 3, if used*} | {*Insert*  *Local Currency, if used and/or required (16.4 Data Sheet*} |
| **Cost of the Financial Proposal** |  |  |  |  |
| Including: |  |  |  |  |
| (1) **Remuneration** |  |  |  |  |
| (2)**Reimbursables** |  |  |  |  |
| **Total Cost of the Financial Proposal:**  {Should match the amount in Form FIN-1} |  |  |  |  |
| **Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded** | | | | |
| 1. {insert type of tax. e.g., VAT or sales tax} |  |  |  |  |
| 1. {e.g., income tax on non-resident experts} |  |  |  |  |
| 1. {insert type of tax} |  |  |  |  |
| Total Estimate for Indirect Local Tax: |  |  |  |  |

**Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).**

FORM FIN-3 Breakdown of Remuneration

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **A. Remuneration** | | | | | | | | |
| **No.** | **Name** | **Position (as in TECH-6)** | **Person-month Remuneration Rate** | **Time Input in Person/Month**  (from TECH-6) | {*Currency # 1- as in FIN-2*} | {*Currency # 2- as in FIN-2}* | *{Currency# 3- as in FIN-2*} | {*Local Currency- as in FIN-2}* |
|  | **Key Experts** |  |  |  |  |  |  |  |
| K-1 |  |  | [*Home*] |  |  |  |  |  |
|  | [*Field*] |  |  |  |  |  |
| K-2 |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | **Non-Key Experts** |  |  |  |  |  |  |  |
| N-1 |  |  | [*Home*] |  |  |  |  |  |
| N-2 | [*Field*] |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  | Total Costs |  |  |  |  |

**Form FIN-4 Breakdown of Reimbursable Expenses**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **B. Reimbursable Expenses** | | | | | | | | |
| **N°** | **Type of Reimbursable Expenses** | **Unit** | **Unit Cost** | **Quantity** | {Currency # 1- as in FIN-2} | {Currency # 2- as in FIN-2} | {Currency# 3- as in FIN-2} | {Local Currency- as in FIN-2} |
|  | {e.g., Per diem allowances\*\*} | {Day} |  |  |  |  |  |  |
|  | {e.g., International flights} | {Ticket} |  |  |  |  |  |  |
|  | {e.g., In/out airport transportation} | {Trip} |  |  |  |  |  |  |
|  | {e.g., Communication costs between Insert place and Insert place} |  |  |  |  |  |  |  |
|  | { e.g., reproduction of reports} |  |  |  |  |  |  |  |
|  | {e.g., Office rent} |  |  |  |  |  |  |  |
|  | .................................... |  |  |  |  |  |  |  |
|  | {Training of the Client’s personnel – if required in TOR} |  |  |  |  |  |  |  |
| Total Costs | | | | |  |  |  |  |

Legend*:*

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

Section 5. Eligible Countries

In reference to ITC 6.3.2, for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): “none”

Under the ITC 6.3.2 (b): “none”

Eligibility

All international, regional, and national firms from all countries of the world are eligible to tender for works, goods and services contracts, except the firms and /or firms from the countries in the following situation: Pursuant to its Sanctions Policy, the Bank shall not provide finance, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of article 41 of the UN Charter. Bidders who are subject to such sanctions are not eligible for contract award under this procurement.

No more than one application can be submitted by a natural or legal person whatever the form of participation (as an individual legal entity or as leader or member of a consortium submitting an application).  If a natural or legal person submits more than one application, all applications in which that person has participated will be excluded.

Section 6. Fraud and Corruption

Prohibited Conduct

It is the Bank’s policy to require that promoters, as well as tenderers, contractors, suppliers and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. The Bank reserves the right to take all appropriate action in order to enforce this policy.

Moreover, the Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from Prohibited Conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction, money laundering and terrorist financing).

In pursuance of this policy as set out in the EIB Anti-Fraud Policy, if it is established to the required standards that a project-related party has engaged in Prohibited Conduct in the course of a procurement process or implementation of a contract (to be) financed, the Bank:

a.            May seek appropriate remediation of the Prohibited Conduct to its satisfaction.

b.            May declare ineligible such project-related party to be awarded the contract; and/or

c.            May withhold the Bank’s no-objection to contract award and may apply appropriate contractual remedies, which may include suspension and cancellation, unless the Prohibited Conduct has been dealt with to the satisfaction of the Bank.

Furthermore, within the framework of its Exclusion Policy, the Bank may declare such project-related party ineligible to be awarded a contract under any Bank project or to enter into any relationship with the Bank.

EIB Group Anti-Fraud Policy is publicly available on its website:  <https://www.eib.org/en/publications/anti-fraud-policy>

EIB Exclusion Policy is publicly available on its website:  <https://www.eib.org/en/publications/exclusion-policy>

With reference to EIB’s GtP, section 1.4, EIB’s Anti-Fraud Policy, EIB Exclusion Policy and EIB’s prohibited conduct policy, all interested tenderers shall require observing the highest standard of ethics during the procurement and execution of contract. All NHLS project operations shall be free from prohibited conduct including but not limited to, fraud, corruption, collusion, coercion, obstruction and money laundering and terrorist financing.  Any prohibited conduct shall be dealt with in accordance with EIB’s prohibited conduct policy and to the satisfaction of the bank.

Conflict of Interest

With reference to EIB’s GtP, section 1.5, conflict of interest occurs when the impartial and objective exercise of the functions of the promoter, or the respect of the principles of competition, non-discrimination, or equality of treatment about the procurement procedures or contract, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or other shared interest. The concept of conflict of interest covers any situation where staff members (or consultants acting on behalf) of the promoter who are involved in the conduct of the procedures, a financial, economic, or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedures or contract execution .

Promoters must take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures or contracts so as to avoid any distortion of competition and to ensure the impartial and objective exercise of the functions of the promoter and equal treatment of all tenderers or contractors.

The assessment of whether there is a conflict of interest has to be carried out on a case-by-case basis, considering the actual risk of conflict based on the specific circumstances of the case at stake. The individual or entity in question should declare whether they have any conflict of interest and, if so, present supporting evidence which might remove or remedy a conflict of interest.

In cases where a conflict of interest cannot be effectively remedied by other less intrusive measures, the Bank requires promoters to exclude from participation in an EIB-financed procurement procedure or contract any tenderer or contractor affected by such a conflict of interest.

Right to Audit

The Ministry of Finance and Planning and Planning of the Republic of Maldives, Health Ministry of the Republic of Maldives, EIB, and auditors appointed by either of them, as well as any authority or European Union Institution or body having competence under European Union law, reserve the right to inspect and copy the books and records of the tenderer, contractor, supplier or consultant in

connection with any Bank-financed contract. (EIB GtP, §3.6).

Section 7. Terms of Reference

1. ***Background***

The Government of Maldives (GoM) has received financing from the European Investment Bank (EIB) towards the cost of the Maldives COVID-19 Health Facility Project (MCHFP). The project concerns an investment loan covering the development of the National Health Laboratory in the Maldives, as well as health facilities in outer island locations. The objective of the MCHF Project is to support the Government of the Republic of the Maldives to finance interventions for the response against future pandemics like COVID-19 crisis, with a focus on strengthening the country's medical health system.

This project intends to apply part of the proceeds of these funds towards payments under the contract for consultancy services for the Consultancy Services for the Feasibility Study, Outline and Detailed planning (Architectural, Structural, Technical Installations), BoQs, Technical Specification and Site-Supervision for the construction of the National Health Laboratory in Hulhumale’.

The tender procedure will be carried out using EIB Guide to Procurement (GtP). The EIB Guide to procurement can be found with the following link:

https://www.eib.org/en/publications/20240132-guide-to-procurement-for-projects-financed-by-the-eib

1. ***Objective of the Assignment***

A National Health Laboratory will be established on the Maldives by adding a public health laboratory component to the existing National Health Laboratory (NHL) of the Maldives Food and Drug Authority (MFDA) and constructing a new building for the purpose. The purpose of forming National Public Health Laboratory is to provide food and pharmaceutical safety and quality monitoring analytical services to the public and carry out analytical functions as a public health laboratory for the prevention, control, and surveillance of diseases. The objective of this consultancy is to conduct the Feasibility Study, Architectural and Technical Designs, BoQ, Technical Specifications development and Site Supervision for the construction of the National Health Laboratory on the Maldives. The consultant should work in conformity with the objectives of the project and is carried out according to the contract documents.

1. ***Method of selection***

Open procedure following publication of in the OJEU with proposals that will include a technical and financial proposal in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank’s Guide to Procurement. The selection method will be Quality and Costs Based Selection (QCBS).

1. ***Place of performance of the Service***

Design stage should be conducted at the premises of the consultant and with obligatory meetings at the location of the Client in Male, Maldives. Supervision services are conducted on site, (Hulhumale’) Maldives.

1. ***Description of the location***

Location of the building is on a reclaimed island (Hulhumale’ Phase – 02) well connected to roads and utilities. More details are provided in the minimum requirement.

1. ***Scope of Services, Tasks and Expected Deliverables*** 
   1. ***Feasibility Study***
      1. Determine the primary purpose of the new National Health Laboratory (e.g., study and test food, drug and infectious diseases and conduct research and development, etc.,).
      2. Set clear objectives for what the lab needs to achieve (e.g., containment of specific pathogens, compliance with regulations).
      3. Identify and consult with potential stakeholders (e.g., researchers, healthcare providers, government agencies).
      4. Research national, and international biosafety regulations and standards.
      5. Identify necessary permits and licenses required for construction and operation.
      6. Assess environmental regulations in the client country and relevant donor guidelines and propose what is required for the construction of the facility.
      7. Analyze the potential environmental and social impacts and propose mitigation measures.
      8. Evaluate the site location based on proximity to public areas, institutions, hospitals and other relevant facilities and factors and provide guidance to the client if the location is appropriate for building the facility.
      9. Conduct Topographical study including defining the actual size, heights, borders of the site location, including a detailed mapping of the necessary access points for roads and supply circuits.
      10. Conduct a geophysical study of the land including the following details as far as necessary and required by local regulations and guidelines (seismic zone, plan with the position of the drills, geo composition based on laboratory analyses, the maximum level of ground water, geotechnical report with recommendations for the foundation system, risk assessment to flooding, etc.)
      11. Consider ease of access for personnel and deliveries.
      12. Assess risks related to natural disasters, security, and isolation from public areas.
      13. Plan the design to meet the required BSL standards, including ventilation, containment, and decontamination systems to provide BSL-3 standard when required.
      14. Determine the space needed for lab activities, common areas, support areas, future expansion or any other area necessary.
      15. Develop functional plans based on the identified needs including the capacity of the various division, sections and units, based on the requirements defined in the minimum requirement documents and as expressed by the stakeholder’s discussions.
      16. Provide the principal functional arrangements including the principal space requirements for each functional area.
      17. Provide a complete list of the required rooms with at least the following information: The functional areas the room is attributed to, Short description of the room (name, main function, etc.), Quantity of rooms needed in that functional area, Size of each room and in total (number of rooms x size = total area), Essential installations or major components needed and provide a complete list of the required devices and equipment in each room. Provide Flow charts of the overall facility as well as the distribution of the various division, sections and units to ensure a sufficient and safe operation.
      18. Identify necessary equipment and technology, ensuring compatibility with BSL-2 and BSL-3 requirements where required.
      19. Determine the number and qualifications of staff needed.
      20. Determine the training programs needed for the staff on biosafety protocols and emergency procedures.
      21. Determine the SOPs required for lab operations, maintenance, and emergency response.
      22. Estimate costs for the construction, equipment, staffing, and operations.
      23. List potential risks related to biosafety, construction, operation, and maintenance and develop strategies to mitigate identified risks.
      24. Prepare contingency plans for emergency situations.
      25. Incorporate sustainable practices in lab design and operations while taking care about energy efficiency best practices.
      26. Develop a comprehensive maintenance plan to ensure the facility remains compliant with the relevant BSL-3 standards.
      27. Compile all findings from the feasibility study into a comprehensive and detailed report.
      28. Provide clear recommendations based on the findings of the feasibility study.
      29. In the feasibility study, the consultant should provide the client with information on conducting advanced studies, such as drug resistance studies, emerging public health threats, advancements in biomedical research, human immune response research, advanced surveillance, and autopsies. If the client approves any new requirements, these should be incorporated into the design, with necessary adjustments made to the building accordingly
      30. Develop a detailed project plan with timelines, milestones, and responsibilities.
      31. Establish a framework for monitoring progress and evaluating success.
   2. ***Design Stage*** 
      1. Consult with client to verify the functional requirement of the proposed building.
      2. Visit the existing facilities and the project site and collect all necessary information relevant to the design service.
      3. Discuss with relevant Local Authorities and understand the requirements of obtaining building approvals.
      4. Design should be conducted and approved according to the Maldives Construction Act, Maldives Utility Regulatory Authority (URA) regulations and Housing Development Cooperation (HDC) guidelines and standards and other relevant regulations, guidelines and standards.
      5. The Design should be according to the latest standards of World Health Organization (WHO) laboratory biosafety manual, see <https://www.who.int/publications/i/item/9789240011311>.
      6. The Design should meet the set standards relevant for a BSL-1, BSL-02 and BSL-03 level laboratory set by International Organization for Standardization (ISO).
      7. Perform land surveying of the project site.
      8. Develop concept design and revise them as required. Obtain approval from the client before moving to the next stage of design.
      9. Complete concept design including but is not limited to, land survey plan, lay out of building & external works, at least 3 concepts of the building in 3D models (external, reception areas, some of staff working area and some of the lab areas), preliminary layouts of spaces or areas and tentative budget. Obtain formal approval from the client before moving to the next stage of design.
      10. Development of Architectural, structural and services designs including finishes.
      11. Design of necessary elements for the complete functioning of the building including but is not limited to, Doors & windows, Mechanical, Electrical, Water Supply (cold & hot), Sewerage, Fire detection & protection and HVAC system, Closed Circuit Television (CCTV), Telephone, Networking, access control system and Public calling system etc.
      12. Design of partitions, interior & exterior finishers such as ceiling, walls, floor, external cladding etc. & painting.
      13. Develop detailed interior design for reception areas, call centers, multipurpose hall and related rooms, child care center, lounge area, recreational area, gym, prayer rooms and all meeting rooms.
      14. Develop virtual 3D model of the building exterior from three different angles, and 3D model for the reception area, multipurpose hall, gym, childcare center, recreational area, catering area, one division staff working area, a lab room from each floor. The consultant should provide animations for the above areas.
      15. Develop signage and disabled friendly infrastructure.
      16. Develop specifications, Bill of Quantity (BOQ), design report, cost estimates, complete project scope statements etc.
      17. The technical specifications should be detailed enough to define the quality of all materials including those used for finishing works, sanitary works, fittings, flooring, electrical and other items so that type and quality of the items can be easily identified, checked and approved. The consultant shall propose the methodology and quality control mechanisms to ensure the items used are equivalent to those used for preparing the cost estimates.
      18. Conduct consultations with the client and develop requirements for the furniture and equipment to be used in the building.
      19. Conduct a detailed assessment of the required laboratory equipment required based on the services to be provided.
      20. Determine and develop specific requirements for the laboratory equipment after consulting with client. The requirement should be formally approved by client and updated throughout the process of planning and procurement.
      21. The laboratory equipment should meet the requirement of FDA, CE or an institute acceptable to the client.
      22. Submission of necessary design packages in three stages (Concept design, Detailed Design and Final Design) for review and approval. Incorporating client comments and submit clarifications. Obtain a formal approval from the client before moving to the next stage of design.
      23. The building should be environmentally sustainable considering best industry standards and Maldives Green Climate-Smart Hospitals: Policies and Strategies Report. World Health Organization; 2019.
      24. The consultants must ensure that the design of new infrastructure shall be designed to both disaster resilience and local climate conditions. The detailed calculations and design parameters shall be clearly stated in the design report.
      25. Consultant shall prepare a user guide to brief end users about the sustainable design, application of green technology and required maintenance.
      26. Designs of new building infrastructure should be innovative, attractive and cost effective.
      27. The building design should tally with the available construction budget.
      28. Consultant should use internationally recognized software’s for the design. Preferred software’s are Autodesk, Staad Pro, Sap2000 and sketchUp. Consultant should get approval for the software’s to be used in the Design.
      29. AutoCAD drawings should be standardized with international drafting standards including Standards scale, font, font sizes, line thickness etc.
      30. The consultant should not refer to shop drawings for contractors. The design shall include detailed drawings for all elements of the design.
      31. The Consultant shall attend progress review meetings scheduled by the Employer bi-weekly and other ad-hoc meetings as & when required during the design phase.
      32. Any other functions and features that may be requested by the client, end users and donor of the project during the design process.
      33. During the construction phase, provide solutions to design related issues and submit missing details, if any as and when required during the construction.
   3. ***Bidding stage and Evaluation*** 
      1. Prepare set of bidding documents for the next procurement stage i.e. procurement of works for construction of the National Health Laboratory in accordance with EIB procedures.
      2. The Consultant shall assist the Client in completing all aspects related to the bidding process according to the EIB procedures.
      3. Develop Response to any queries from the client during the bidding stage.
      4. Upon request participate in negotiation meetings to discuss any changes and queries.
      5. Make necessary revisions to the design proposal based on feedback from the client.
      6. Update cost estimates and timelines as needed.
      7. Provide input to any request of the evaluation committee or participate in the evaluation upon client request regarding the bid proposals.
      8. Maintain ongoing communication with the client to answer any remaining questions.
   4. ***Supervision: Construction***
      1. Supervise and assist the pre-construction tasks of the contractor, such as site survey investigation, permit acquisition including necessary approvals from the Ministry of Construction and Infrastructure, Environmental Protection Agency (EPA), Maldives Utility Regulatory Authority (URA) and Housing Development Cooperation (HDC), for site preparation and mobilization.
      2. Work with the contractor and develop a communication plan for regular communication and updates to stakeholders.
      3. Ensure the Construction is conducted according to the Maldives construction Act, the Housing Development Cooperation (HDC) set guidelines and standards and to the Maldives Utility Regulatory Authority (URA) regulations, guidelines and standards and other relevant regulations, guidelines and standards.
      4. Permanent presence on site performing quality control of materials and equipment intended for incorporation and monitoring that the quality of the materials being used is at least equal to the quality and type of materials foreseen in technical documents, which is to be confirmed in submitted test certificates and notified in contractors’ log-books per each type of works/contractors within the project, and ensure close co-operation with client in solving various problems.
      5. Maintain a daily site log with contractor, noting project performance, monitoring and evaluating Contract costs against the approved budget, key issues hindering work on sight or giving raise to claims and variations. Ensure these are transferred properly to weekly and monthly reports and review and approve daily longs, weekly/monthly reports of the contractor with consultation with the client.
      6. Ensure the Contractor adheres to good practice in terms of health and safety, and that the site is a safe working environment for workers and visitors at all times, and is properly secured to prevent unlawful access.
      7. Make revisions to the design and technical documentation as necessary during the construction phase, based on feedback and approval from the client.
      8. Review, verify and certify the interim and final payments certificates for the executed works and issue the Interim Payment Certificates, the Final Payment Certificate and other certificates, including Taking Over Certificate as required under the works contract.
      9. Implement a systematic approach for documenting and monitoring all project-related issues, events, and instructions that may lead to potential claims. The consultant should also proactively identify and recommend preventive measures to minimize the occurrence of such claims, ensuring comprehensive record-keeping and timely reporting to support project accountability and resolution.
      10. Determine Contractor claims, and issue variation orders as appropriate and in line with the limits placed on the Engineer’s authority, and as outlined in the Conditions of Contract.
      11. Ensure that the contractor completes the subsequent assignments, such as clearing and grubbing the site, excavating the site to the required depth, marking the layout of the building on the ground as per the design plans, compacting the soil to create a stable base and laying a layer of gravel or sand for additional stability.
      12. The consultant must supervise and make sure the construction contractor follows the design, BoQ, construction contract and all project specifications and requirements during construction.
      13. Key construction milestones should be approved by the client before proceeding with the next step. Specific items may be physically inspected by the client before the delivery.
      14. Conduct inspections to ensure that all structural and non-structural elements are constructed according to design and quality standards.
      15. Prepare comprehensive as-built drawings that accurately reflect all modifications and changes made during construction.
      16. Ensure compliance with relevant building codes and standards.
      17. Ensure the contractor’s full compliance with all contract terms and conditions, including verification that all required insurances, bonds, permits (such as project licenses), and other contractual obligations are properly obtained, maintained, and renewed as needed throughout the project duration.
   5. ***Supervision: Furniture and Equipment installation and commissioning.***
      1. Ensure the furniture’s and equipment are according to the requirement and design plan.
      2. Ensure that the equipment meets all regulatory standards and certifications.
      3. Furniture and equipment should be approved by the client before delivery and installation. Specific items maybe be physically inspected by the client before the delivery.
      4. Ensure the building design accommodates the furniture and equipment.
      5. Verifying that rooms and spaces are suitable for the intended furniture and equipment, including size, layout, and infrastructure needs.
      6. Ensure the building’s infrastructure (electrical, plumbing, HVAC, gas, data, etc.) meets the specifications required for the specific equipment during planning and execution.
      7. Communicate with the contractors and schedule the delivery of equipment to align with the construction timeline.
      8. Ensure the delivered equipment is securely stored until installation.
      9. Ensure proper inventory management and inspection upon delivery to check for damages.
      10. Ensure the installation site is clean, dust-free, and ready for the furniture and equipment placement.
      11. Check the Placing of the furniture and equipment in designated locations as per the layout plan.
      12. Ensure the equipment is in proper alignment and functionality and make any necessary adjustments for optimal performance.
      13. Review installation manuals and guidelines provided by equipment manufacturers and ensure it is installed correctly.
      14. Monitor the Installation of the furniture and equipment including the permanent fixtures and ensure it is according to the requirements.
      15. Ensure the equipment is connected to the necessary utilities such as power, medical gases, and data networks.
      16. Verify that laboratory equipment installation meets safety and performance standards.
      17. Verify the Calibrating of the equipment to ensure accuracy and reliability.
      18. Conduct thorough testing to confirm proper functionality and they are working correctly.
      19. Document compliance and obtain necessary certifications or approvals.
      20. Ensure and coordinate the training of staff regarding the proper use and maintenance of the equipment by the supplier.
      21. Ensure that the supplier offer hands-on demonstrations for selected items and user manuals.
      22. Provide detailed operational manuals and maintenance guides for the equipment installed.
      23. Keep records of installation dates, calibration settings, and maintenance schedules and handover to client.
   6. ***Final Inspection and Completion***
      1. Obtain certification from structural engineers or relevant authorities confirming the integrity and safety of the structure.
      2. Prepare as-built drawings reflecting any changes made during construction. These drawings should capture deviations from the original design and document the final built condition for future reference and maintenance.
      3. Conduct thorough inspections to ensure all works are completed to specifications.
      4. Identify any deficiencies or areas needing rectification.
      5. Testing and commissioning of all building systems (electrical, plumbing, HVAC) and ensure they function correctly and efficiently.
      6. Prepare as-built drawings and operation manuals.
      7. Handover the completed project to the client with inventory of the equipment, warranty certificates, SOPs for lab equipment, lab operations and emergency response, important contacts of the suppliers, a maintenance schedule and a guidance on routine maintenance tasks including by not limited to addressing any issues that arise during the warranty period.
      8. Issuing of taking over certificates for completion of the project.
   7. ***Certificates and Defects Notification Period*** 
      1. After completion of the works the Consulting firm shall inspect the project quarterly during 12 calendar months (365 days) and after DNP period within 10 days issue the Defect Liability Certificate.
      2. Implementing procedures during the Defects Notification Periods and issuing the certificates of final completion/performance certificate.
      3. Prepare final measurement and final payment certificate.
      4. Settle outstanding claims and disputes, in consultation with the client and construction contractor.
      5. Ensure the contractor has provided all the required Trainings.
      6. Recommend return of Bonds and Retention money.
      7. If requested by the client, consultant should assist to the client on submitting for the relevant ISO certification standards.
2. ***Ensure that the Contractor delivers its ES obligations under its contract. This includes, but is not limited to the following:***
   1. Review the Contractor’s Environment and Social Management Plan (C-ESMP), including all updates and revisions at frequencies specified in the Contractor’s contract (normally not less than once every 6 months).
   2. Review all other applicable contractor’s documents related to ES aspects including the health and safety manual, security management plan and SEA prevention and response action plan.
   3. Review and consider the ES risks and impacts of any design change proposals and advise if there are implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements.
   4. Undertake, as required, audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities under its contract, to verify the Contractor’s compliance with ES requirements (including relevant requirements on SEA/SH).
   5. Undertake audits and inspections of Contractor’s accident logs, community liaison records, monitoring findings and other ES related documentation, as necessary, to confirm the Contractor’s compliance with ES requirements (including relevant requirements on SEA/SH).
   6. Determine remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor’s ES obligations.
   7. Ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ES obligations.
   8. Ensure that the Contractor’s actual reporting (content and timeliness) is in accordance with the Contractor’s contractual obligations.
   9. Review and critique, in a timely manner, the Contractor’s ES documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation.
   10. Undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ES issues.
   11. Establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of SEA and/or SH.
3. ***Team Composition & Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 21.1 of the ITC)***

The consultant shall include suitable staffing arrangements, and their specific responsibilities in their proposal. A competent Team leader having relevant experience shall lead the team of experts from the consultant and liaise with client, other stakeholders and relevant local authorities.

The consultant will have overall responsibility for the deliverables and the process involved during the design and supervision. Team Leader will organize bi-weekly discussions with client to update on the progress of the study and to decide on any issues arising during the design and supervision process.

* 1. ***Key experts of the design and supervision team to be proposed by the consultants are;***

* + 1. **Position - K1: Architect (Team Leader)**

Mandatory criteria on exclusion basis:

1. Bachelor’s Degree in Architecture.
2. Minimum 5 years of working experience as an Architect.
3. Should be registered with a relevant professional body or a government institution with a valid and appropriate license.

*The bidder should provide documentary evidence of the key expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer which should include years of service and works carried out) and (where applicable in the country of qualification) a valid and appropriate license issued by the relevant professional body or a government institution.*

1. Fluency in English language.

The key expert is required to specify which of their previous projects were conducted in English or provide evidence demonstrating proficiency in the English language. This includes achieving **Level B2 or higher** according to the CEFR, an **IGCSE grade C or above,** or any other internationally recognized qualification that demonstrates an equivalent passing score.

Specific criteria:

1. Master’s Degree in Architecture.

Percentage weight: 40%

1. Has experience working as lead architect in at least 1 major construction project of a health laboratory building with at least gross construction area of 5000sqm which includes a BSL2 laboratory (minimum). Ongoing projects will not be accepted. Key expert must have been actively involved from the project's initiation to its completion.

Percentage weight: 60%

*The bidder should provide documentary evidence of the key expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer or the client including the works carried out with the construction area of the project.).*

* + 1. **Position – K2: Civil and/or Structural Engineer**

Mandatory criteria on exclusion basis:

1. Bachelor’s Degree in Civil Engineering.
2. Minimum 5 years of working experience as Civil and/or Structural engineer.
3. Should be registered with a relevant professional body or a government institution with a valid and appropriate license.

*The bidder should provide documentary evidence of the key expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer which should include years of service and works carried out) and (where applicable in the country of qualification)a valid and appropriate license issued by the relevant professional body or a government institution.*

1. Fluency in English language.

The key expert is required to specify which of their previous projects were conducted in English or provide evidence demonstrating proficiency in the English language. This includes achieving **Level B2 or higher** according to the CEFR, an **IGCSE grade C or above,** or any other internationally recognized qualification that demonstrates an equivalent passing score.

Specific criteria:

1. Master’s Degree in Structural Engineering or Civil and Structural Engineering.

Percentage weight: 40%

1. Has experience working in at least 1 project in building large structures like Hospitals, Laboratory Buildings, Airports, Sports Stadiums or Bridges etc equal to or larger than 50,000 square feet (sqft) or 5,000 m2 gross construction area. Ongoing projects will not be accepted. Key expert must have been actively involved from the project's initiation to its completion.

Percentage weight: 60%

*The bidder should provide documentary evidence of the key expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer or the client including the works carried out with the construction area of the project.).*

* + 1. **Position – K3: - Building Services/MEP Engineer**

Mandatory criteria on exclusion basis:

1. Bachelor’s Degree in Building Services/MEP Engineering.
2. Minimum 5 years of working experience as a Building Services/MEP Engineer.
3. Should be registered with a relevant professional body or a government institution with a valid and appropriate license.

*The bidder should provide documentary evidence of the key expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer which should include years of service and works carried out) and (where applicable in the country of qualification) a valid and appropriate license issued by the relevant professional body or a government institution.*

1. Fluency in English language.

The key expert is required to specify which of their previous projects were conducted in English or provide evidence demonstrating proficiency in the English language. This includes achieving **Level B2 or higher** according to the CEFR, an **IGCSE grade C or above,** or any other internationally recognized qualification that demonstrates an equivalent passing score.

Specific criteria:

1. Master’s Degree in Building Services/MEP Engineering.

Percentage weight: 40%

1. Has experience working in at least 1 major construction project of a health laboratory building with at least gross construction area of 5000sqm which includes a BSL2 laboratory (minimum). Ongoing projects will not be accepted. Key expert must have been actively involved from the project's initiation to its completion.

Percentage weight: 60%

*The bidder should provide documentary evidence of the key expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer or the client including the works carried out with the construction area of the project.).*

* + 1. **Position – K4: Biomedical Engineer**

Mandatory criteria on exclusion basis:

1. Bachelor’s Degree in Biomedical Engineering.
2. Minimum 5 years of working experience as a Biomedical Engineer.

*The bidder should provide documentary evidence of the key expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer which should include years of service and works carried out).*

1. Fluency in English language.

The key expert is required to specify which of their previous projects were conducted in English or provide evidence demonstrating proficiency in the English language. This includes achieving **Level B2 or higher** according to the CEFR, an **IGCSE grade C or above,** or any other internationally recognized qualification that demonstrates an equivalent passing score.

Specific criteria:

1. Master’s Degree in Biomedical Engineering.

Percentage weight: 40%

1. Has minimum 3 years working experience in designing or equipping a health laboratory building with at least gross construction area of 5000sqm which includes a BSL2 laboratory (minimum).

Percentage weight: 60%

*The bidder should provide documentary evidence of the key expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer or the client including the works carried out.).*

*Note: The proposed Key Experts must fulfil all the mandatory criteria listed above. The proposal of a consulting firm whose Key Experts do not meet all the minimum/mandatory requirements will be rejected. This means that the entire proposal of the consulting firm will be rejected.*

***The selected consultant should provide documentary evidence as stated above for each position with the proposal.*** *Fail to provide documentary evidence or documents not meeting the requirement as specified in CVs will result in disqualification.*

* 1. ***Non-Key experts***
     1. **Position – NK1: Quantity surveyor**

Criteria:

1. Bachelor’s Degree in Quantity Surveying.
2. Minimum 3 years of work experience in quantity surveying in building infrastructure.

*The selected firm should provide documentary evidence of the expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer which should include years of service and works carried out).*

1. Fluency in English language.

The expert is required to specify which of their previous projects were conducted in English or provide evidence demonstrating proficiency in the English language. This includes achieving **Level B2 or higher** according to the CEFR, an **IGCSE grade C or above,** or any other internationally recognized qualification that demonstrates an equivalent passing score.

* + 1. **Position – NK2: Environmental and Social expert**

Criteria:

1. Bachelor’s Degree in Environmental Science, Environmental Management, Environmental studies or suitable equivalency.
2. Minimum 3 years of working experience in a relevant field.

*The selected firm should provide documentary evidence of the expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer which should include years of service and works carried out).*

1. Fluency in English language.

The expert is required to specify which of their previous projects were conducted in English or provide evidence demonstrating proficiency in the English language. This includes achieving **Level B2 or higher** according to the CEFR, an **IGCSE grade C or above,** or any other internationally recognized qualification that demonstrates an equivalent passing score.

* + 1. **Position – NK3: Occupational Health and Safety expert**

Criteria:

1. Bachelor’s Degree in occupational and health safety or in a relevant filed.
2. Minimum 3 years of working experience in a relevant filed.

*The selected firm should provide documentary evidence of the non-key expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer which should include years of service and works carried out).*

1. Fluency in English language.

The expert is required to specify which of their previous projects were conducted in English or provide evidence demonstrating proficiency in the English language. This includes achieving **Level B2 or higher** according to the CEFR, an **IGCSE grade C or above,** or any other internationally recognized qualification that demonstrates an equivalent passing score.

* + 1. **Position – NK4: Biosafety expert**

Criteria:

1. Bachelor’s Degree in Biological Sciences or in a relevant filed.
2. Minimum 3 years of relevant working experience related to biosafety management, biomedical laboratories guidelines and standards and in a related filed.

*The selected firm should provide documentary evidence of the expert by providing documentary evidence for education (accredited certificate issued by the institute with transcripts) and experience (work experience document issued by the employer which should include years of service and works carried out).*

1. Fluency in English language.

The expert is required to specify which of their previous projects were conducted in English or provide evidence demonstrating proficiency in the English language. This includes achieving **Level B2 or higher** according to the CEFR, an **IGCSE grade C or above,** or any other internationally recognized qualification that demonstrates an equivalent passing score.

*Consultants should submit CVs for Non-key expert at the bid submission stage.* ***The selected consultant should provide documentary evidence as stated above for the non-key experts before contract signature****. Fail to provide documentary evidence or documents not meeting the requirement as specified in CVs will result in disqualification from contract signature and the Client proceeding to negotiate the Contract with the next-ranked Consultant. Key experts will be evaluated to award marks for the selection of the consultant firm. Nonetheless, the Consultant shall provide in its financial proposal provide appropriate allocation of resources for the non-key experts stated above.*

If there is a change of non-key experts after the contract signature, the non-key experts shall be subject to approval by the client upon submission of specific Terms of Reference (no more than two pages) and a CV of the proposed Non-key Expert.

*All experts must be independent and free from conflicts of interest in the scope of their responsibilities. The consulting firm may hire additional consultants if requested by the client.*

1. ***Reporting Requirements, Time Schedule for the Deliverables and payment details.***
   1. **Duration of the assignment**

The contract might foresee a phased implementation of the Feasibility Study, the Planning, the Tendering and the Site Supervision.

The contract will be executed in phases based on the activities stated in the Terms of Reference, under the "Time Schedule and Payment Schedule for the activities" table:

1. **Phase One – Feasibility Study:** Activity No. 1 – Feasibility Study
2. **Phase Two – Planning:**
   * Activity No. 2 – Inception Report
   * Activity No. 3 – Design Brief
   * Activity No. 4 – Concept Design
   * Activity No. 5 – Concept Design Approval by the Client
   * Activity No. 6 – Detailed Design
   * Activity No. 7 – Detailed Design Approval by the Client
3. **Phase Three – Tendering:** Activity No. 8 – Bidding Stage and Evaluation
4. **Phase Four – Site Supervision:**
   * Activity No. 9 – Supervision (Monthly Report)
   * Activity No. 10 – Final Inspection and Completion
   * Activity No. 11 – Defects Notification Period
   * Activity No. 12 – Final Inspection of the Defects Notification Period
   * Activity No. 13 – Issuing the Defects Liability Certificate and Performance Certificate

The client reserves the right to terminate the contract at the end of each phase - Feasibility Study, Planning and Tendering - based on the consultant’s performance. Performance will be assessed according to the timely delivery of tasks and the quality of the documents produced.

The evaluation criteria for the phases shall include, among others, the following:

**1. Feasibility Study Phase**

**Feasibility Study Objectives**

Clarity and alignment of the primary purpose and objectives for the National Health Laboratory, based on consultations and identified needs.

**Stakeholder Engagement**

Extent of consultation with relevant stakeholders such as researchers, healthcare providers, and government agencies to ensure all perspectives are considered in the planning process.

**Compliance with Biosafety Standards**

Effectiveness in researching and ensuring compliance with national and international biosafety regulations and standards (BSL-2 and BSL-3).

**Environmental and Social Impact Assessment**

Thoroughness of the analysis of potential environmental and social impacts, and the proposed mitigation strategies for these impacts.

**Site Evaluation**

Completeness and accuracy of site assessments, including topographical and geophysical studies, and the alignment of the site location with the lab’s functional requirements and safety considerations.

**Functional Design Planning**

Adequacy and completeness of the functional planning, including space requirements, room specifications, equipment list, and layout, to meet the operational needs of the laboratory.

**Technology and Equipment Requirements**

Appropriateness of the technology and equipment selection to meet the required biosafety levels and lab functions, ensuring compatibility with BSL-2 and BSL-3 standards where necessary.

**Staffing and Training Needs**

Completeness of staffing plans, including the number of required staff and their qualifications, as well as the training programs designed for biosafety protocols and emergency procedures.

**Risk Management and Contingency Planning**

Thoroughness of the risk assessment and the quality of the strategies and contingency plans developed to address biosafety, construction, operation, and maintenance risks.

**Sustainability and Maintenance Plans**

Inclusion of sustainable practices in the design and operations of the laboratory and the development of a comprehensive maintenance plan to ensure ongoing compliance with relevant standards.

**Incorporation of Advanced Studies**

Responsiveness in incorporating advanced study requirements (e.g., drug resistance studies, emerging public health threats) into the design and planning if approved by the client.

**Project Plan and Monitoring Framework**

Clear development of a project plan with detailed timelines, milestones, and responsibilities, as well as the establishment of a framework for monitoring progress and evaluating the success of the feasibility study.

**Ongoing Client Communication**

Effectiveness and responsiveness of communication with the client to resolve any issues and feedback from the Client.

**2. Planning Phase**

**Functional Requirement Verification**

Timely and accurate verification of client requirements for functional design and space allocation.

**Site Information Collection**

Completeness and adequacy of the information collected from site visits and discussions with relevant local authorities.

**Regulatory Compliance**

Compliance with Maldives Construction Act, Utility Regulatory Authority (URA) regulations, Housing Development Cooperation (HDC) guidelines, and WHO laboratory biosafety standards.

**Concept Design Development**

Timely submission and client approval of concept design, including 3D models and preliminary layout plans.

**Detailed Design Completeness**

Accuracy and completeness of architectural, structural, and services designs, including HVAC, electrical, plumbing, and fire protection systems.

**Interior Design Quality**

Quality and appropriateness of detailed interior design for key areas (e.g., reception, multipurpose hall, recreational areas, lab rooms).

**3D Modeling and Visualization**

Delivery of realistic 3D models and animations for designated areas as required, with sufficient detail and visual clarity.

**Environmental Sustainability and Climate Resilience**

Integration of green technology, disaster resilience measures, and adherence to Maldives Green Climate-Smart Hospitals guidelines.

**Cost and Budget Control**

Alignment of the building design with the available construction budget while ensuring quality and functionality.

**Laboratory Equipment Requirements**

Thoroughness in assessing and determining laboratory equipment needs, ensuring compliance with FDA, CE, or other acceptable standards.

**Standardized Drawings and Documentation**

Adherence to international drafting standards (AutoCAD) and provision of complete detailed drawings without reliance on shop drawings.

**Progress Review and Client Feedback**

Active participation in bi-weekly progress review meetings and prompt incorporation of client comments and feedback.

**Design Software Use**

Use of approved and internationally recognized design software (e.g., Autodesk, Staad Pro, Sap2000, SketchUp) for all design work.

**End User Documentation**

Development of a user guide explaining the sustainable design features, green technology applications, and maintenance requirements.

**Ongoing Client Communication**

Effectiveness and responsiveness of communication with the client to resolve any issues and feedback from the Client.

**3. Tendering Phase**

**Bidding Document Preparation**

Quality and completeness of the bidding documents prepared for the procurement stage, ensuring compliance with EIB procedures.

**Bidding Process Assistance**

Level of assistance provided to the client throughout the bidding process, ensuring that all aspects comply with EIB procedures.

**Query Response Management**

Timeliness and accuracy of responses to client queries during the bidding stage.

**Negotiation Participation**

Consultant's engagement and effectiveness in negotiation meetings, addressing changes and queries as requested.

**Design Revisions Based on Feedback**

Appropriateness and thoroughness of revisions made to the design proposal based on client feedback.

**Cost and Timeline Updates**

Timeliness and accuracy of updated cost estimates and project timelines, ensuring they reflect changes in the design or bidding process.

**Bid Evaluation Support**

Quality of input provided to the evaluation committee or participation in the evaluation of bid proposals, ensuring alignment with project requirements.

**Ongoing Client Communication**

Effectiveness and responsiveness of communication with the client to resolve any remaining questions during the bidding stage.

If the Client decides not to proceed to the next phase of the contract due to the consultant’s unsatisfactory performance, the consultant will not be entitled to payment for the subsequent phase(s).

The anticipated duration of the assignment from the effective date is 1708 days (estimated 57 months) in total (including 01 year-365 days) of Defect Notification Period and 10 days after DNP. Preparation phase, including feasibility study, Architectural, Design, Bill of Quantities (BoQ), Specification development and construction firm selection is estimated to take approximately 14 months. This timeframe also accounts for obtaining the necessary approvals and permits. Supervision services are projected to commence and last for a duration matching the combined length of the construction period and the Defect Notification Period. Construction period is 29 months approximately and final inspection within 28 days after completion. Defect Notification Period is 1 year (365 days) and Submission of Final Defects Notification Period Report within the last 28 days of the DNP and Issuing of Defects Liability Period Certificate and Performance Certificate within 10 days after DNP.

* 1. **Feasibility study**

Submit the feasibility report in the format provided in point 16.1 of the "Content of Feasibility Study" including all requested details and documents under the deliverables. The consultant may also include any additional information that is not covered in the format or deliverables if it is necessary for the report.

* 1. **Design stage**

The following deliverables shall be made available to the client in a sequence as per the time schedule. These deliverables must respond to the tasks defined in Section 6: Scope of Services. Timely completion of the deliverables is important to ensure the designs are reviewed and approval is obtained for advancing to the next stage. The consultant is required to submit the documentation in accordance with the reporting requirements.

* + 1. **Inception Report:** Including but is not limited to field assessment, verification of functional requirement, work plans (human & other resources, timeline etc..), comments on the TOR (if any).
    2. **Design brief:** Including but is not limited to approach, finalized functional requirement, material selection, design standards to be followed.
    3. **Concept design:** Including but is not limited to land survey plan, lay out of building & external works, at least 3 concepts of the building in 3D models (external, reception areas, some of staff working area and some of the lab areas), preliminary layouts of spaces or areas and tentative budget - 2 printed copies in scale size and in electronic form acceptable to the client.
    4. **Detailed design:** It includes but not limited to, Complete set of drawings including room data sheets (Architectural, Structural, Service-MEP, HVAC, Medical Gas, external works etc), Interior designs and virtual 3D models and animation for building/selected space/rooms, design report including - 02 printed copies in scale size and in electronic form acceptable to the client with the endorsement of authorized (licensed) Engineers & Architecture for the submission to local authority for obtaining building approval.
       1. Design report including concept, design criteria, design standards & code of practices used, important calculations, health & safety aspects, environment and social management plan, etc. in electronic form acceptable to the client.
       2. Bill of Quantity (BOQ), Engineer’s Estimate and Pricing preambles - electronic form acceptable to the client.
       3. Technical specification for the items to be used for the construction - electronic form acceptable to the client.
       4. Technical specification of the laboratory items and Non-medical items including furniture to be used in the building - electronic form acceptable to the client.
       5. Interior designs and virtual 3D models and animation for building/selected space/rooms.

1. ***Bidding stage and Evaluation*** 
   1. Report with detail of the support provided during the bidding stage as per the format provided in 16.6
2. ***Supervision of the Construction***
   1. Submit monthly reports with reference to the deliverables, detailing the activities completed in the current period and planned for the future, as well as the overall progress, including issues encountered and contractor's compliance with the contract documents. Please include all relevant details as per the reporting format outlined in the reporting requirement and supervision services under point 16.7 of the monthly monitoring report. These reports should be submitted starting from the signing of the construction contract.
3. ***Final Inspection and Completion*** ***Report***
   1. Final Inspection and Completion Report must be submitted as per point 16.8 under “Content of Final Inspection and Completion Report” with all the details and documents requested with reference to the deliverables.
   2. Final inspection will start after the completion of the construction of the building and supply and installation of the equipment (laboratory equipment and non-medical items) prior to the commencement of the defect notification period.
4. ***Defects Notification Period Reports*** ***and related Certificates*** 
   1. Submit Quarterly reports and final report as per point 16.9 under “Defects Notification Period Report and Final Defects Notification Period” with all the details and documents requested with reference to the deliverables.
   2. Submit the Final Defects Notification Period Report within the last 28 days of the Defects Notification Period.
   3. Issue Defects Liability Certificate and Performance Certificate within 10 days after the DNP.
5. ***ES reporting***

The Consultant shall:

* 1. Immediately notify the Client of any failure by the Contractor to comply with its SEA and SH obligations.
  2. Immediately notify the Client of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Client’s Personnel, Contractor’s Personnel or Experts. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information. The Consultant shall provide full details of such incidents or accidents to the Client within the timeframe agreed with the Client.
  3. Immediately inform and share with the Client notifications on ES incidents or accidents provided to the Consultant by the Contractor, and as required of the Contractor as part of the Progress Reporting.
  4. Share with the Client in a timely manner the Contractor’s ES metrics, as required of the Contractor as part of the Progress Reports.

**Note:** The client will also monitor the project. The client will conduct occasional site visits and random checks.

The specified documents shall be submitted to the client (acceptable and approve by the client) on or before the scheduled completion date of each activity. Time and payment schedule for each activity is as below. If there is any change in the time schedule, it should be agreed by the both parties in written form.

1. ***Time schedule and payment schedule for the activities***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Number** | **Activity** | **Details** | **Time of Submission** | **Payment in percentage** |
| Phase one (1) – Feasibility Study | | | | |
| Activity # 1 | Feasibility study | Submission of the feasibility study report | Within 90 days from the contract effective date. | 5% of the contract price.  (One-time payment) |
| Phase two (2) – Planning | | | | |
| Activity # 2 | Inception Report | Submission of the Inception Report | Within 14 days after the completion of the feasibility study | 2% of the contract price  (One-time payment) |
| Activity # 3 | Design Brief | Submission of the Design Brief | Within 21 days after the completion of Inception Report | 3% of the contract price  (One-time payment) |
| Activity # 4 | Concept Design | Submission of the Concept Design | Within 45 days from date of completion of Design brief | 10% of the contract price  (One-time payment) |
| Activity # 5 | Concept design approval by client |  | 15 days from date of completion of Concept Design |  |
| Activity # 6 | Detailed design | Submission of the Detailed design | Within 145 days from date of the approval of concept design. | 40% of the contract price  (One-time payment) |
| Activity # 7 | Detailed design approval by the client. |  | 30 days from date of completion Detailed Design |  |
| Phase three (3) - Tendering | | | | |
| Activity # 8 | Bidding stage and Evaluation | Submission of bidding stage report for – Construction and Laboratory equipment procurement. | Within 75 days. | 2% of the contract price. 1% for each report.  (One-time payment) |
| Phase two (4) -– Site Supervision | | | | |
| Activity # 9 | Supervision - Monthly Report | Submission of Monthly Report. | 880 days from the signature of construction contract. Consultant should submit reports on monthly basis. | 25% of the contract price.  (Monthly Payment, the amount will be divided into 29 months and paid each month separately. If the construction works are completed early, the remaining percentage of the 25% will be paid in a lumpsum.) |
| Activity # 10 | Final inspection and completion | Submission of the Final inspection and completion report | Within 28 days from date of completion of the building with all deliveries and installations. | 8% of the contract price  (One-time payment) |
| Activity # 11 | Defects Notification Period | Submission of the Defects Notification Period Report. | Every 90 days within 365 days. |  |
| Activity # 12 | Final Inspection of Defects Notification Period | Submission of the Final Defects Notification Period Report. | Within the last 28 days of the DNP. |  |
| Activity # 13 | Issuing of Defects Liability Certificate and Performance Certificate | Submission of Defects Liability Certificate and Performance Certificate | Within 10 days after DNP. | 5% of the contract price  (One-time payment) |

* 1. **NOTES**:
     1. No payment will be made unless the deliverable is accepted by the Client.
     2. Reports should be in the format provided in this document.
     3. During the design process, the consultant should submit the design and other documentation for review and feedback.
     4. **The consultant can complete the deliverables ahead of the specified deadline. (except DNP).**

1. **Reporting requirements for supervision services**

All documents and reports should be produced in English language. All reports both in hard copy and electronic form as MS Word or Excel files unless stated otherwise. The reports should be addressed to: The Ministry of Health, the Project Director designated.

Hard copies and Electronic copies should be supplied to the client. Once reconciled and agreed upon Final Version Document of one electronic copy (in portable document format (PDF) one Hard copy shall be supplied to the client. The Consultant must consider the visibility requirements. The consultant should develop reporting documentation according to the formats provided below with requested documentation.

* 1. ***Content of feasibility study***

**Introduction**

1. Project ref. no
2. Project name:
3. Report Type: Feasibility study
4. Activity No:
5. Reporting period and date:
6. Contractor:
7. Contract value:

**Content**

**Define the Scope and Objectives**

1. Purpose: Determine the primary purpose of the laboratory (e.g., study and test food, drug and infectious diseases and conduct research and development).
2. Goals: Set clear objectives for what the lab needs to achieve.

**Assess the Need and Demand**

1. Stakeholder Analysis: Identify and consult with potential stakeholders.
2. Gap Analysis: Determine the gap between current facilities and the need for a new BSL-3 lab.

**Regulatory and Compliance Requirements**

1. Regulations: Research national, and international biosafety regulations and standards, in particular in respect to WHO regulations and guidelines.
2. Permits and Licenses: Identify necessary permits and licenses required for Designing, Construction and Operation.

**Environmental and Social Impact assessment**

1. Assess environmental regulations and guidelines in the client country and relevant donor guidelines and propose what is required for the construction of the facility.
2. Analyze the potential environmental and social impacts and propose mitigation measures.

**Site Selection**

1. Location analysis: Evaluate the site location based on proximity to public areas, institutions, hospitals and other relevant facilities and factors and provide guidance to the client if the location is appropriate for building the facility.
2. Topographical study: Define the actual size, heights, borders of the site location, including a detailed mapping of the necessary access points for roads and supply circuits.
3. Foundation ground expertise: Conduct a geophysical study of the land including the following details (seismic zone, plan with the position of the drills, geo composition based on laboratory analyses, the maximum level of ground water, geotechnical report with recommendations for the foundation system, risk assessment to flooding, etc.)
4. Accessibility: Consider ease of access for personnel and deliveries.
5. Safety considerations: Assess risks related to natural disasters, security, and isolation from public areas.

**Technical and Design Considerations**

* 1. Laboratory Design: Plan the design according to the required BSL-standards, including BSL-3, including ventilation, containment, and decontamination systems.
  2. Space Requirements: Determine the space needed for lab activities, support areas, common areas, office areas, future expansion or any other area necessary.
  3. Preliminary Functional Plans: Develop functional plans based on the identified needs.
  4. Define the capacity of the various division, sections and units and lab rooms based on the requirements defined in the minimum requirement documents and as expressed by the stakeholder’s discussions.
  5. Provide the principal functional arrangements including the principal space requirements for each functional area.
  6. Provide a comprehensive list of the required rooms/spaces for the building including where required, meeting BSL standards and BSL-3 standards, ensuring to include at least the following information:
     1. The functional areas the room is attributed to.
     2. Short description of the room (name, main function, etc.).
     3. Quantity of rooms needed in that functional area.
     4. Size of each room and in total (number of rooms x size = total area).
     5. Essential installations or major components needed and provide a complete list of the required laboratory equipment and non-medical equipment in each room.
     6. Provide Flow charts of the overall facility as well as the distribution of the various division, sections and units to ensure a sufficient and safe operation.
  7. Technology and Equipment: Identify necessary equipment and technology, ensuring compatibility, including with BSL-3 requirements.

**Financial Analysis**

* + 1. Cost Estimation: Estimate costs for design, construction, equipment, staffing, and operations.

**Risk Assessment and Management**

* 1. Identify Risks: List potential risks related to biosafety, construction, operation, and maintenance.
  2. Mitigation Strategies: Develop strategies to mitigate identified risks.
  3. Contingency Plans: Prepare contingency plans for emergency situations.

**Operational Planning**

* 1. Staffing Requirements: In close consultation with the client, determine the number and qualifications of staff needed.
  2. Training Programs: Determine the training programs needed for the staff on biosafety protocols and emergency procedures.
  3. Standard Operating Procedures (SOPs): Determine the SOPs required for lab operations, maintenance, and emergency response.

**Sustainability and Maintenance**

* 1. Sustainability Practices: Incorporate sustainable practices in lab design and operations.
  2. Maintenance Plan: Develop a comprehensive maintenance plan to ensure the facility remains compliant with all standards, including BSL-3.
  3. Energy Efficiency Study: Analyze various options to improve building energy efficiency including renewable energy sources.

**Implementation Planning**

1. Project Plan: Develop a detailed project plan with timelines, milestones, and responsibilities.
2. Monitoring and Evaluation: Establish a framework for monitoring progress and evaluating success.

**Report and Recommendations**

* 1. Compile Findings: Compile all findings from the feasibility study into a detailed report.
  2. Recommendations: Provide clear recommendations based on the feasibility study.

**Invoice and Payment**

1. Payment schedule
2. List of payment requests (with status and forecast)
3. Invoice (for the deliverable). Invoice will be processed once the documentation is approved by the client).

**Signature and Distribution**

1. Signature:
2. Distribution:

***16.2 Content of Inception Report***

**Introduction**

1. Project ref. no
2. Project name:
3. Report Type: Inception Report
4. Activity No:
5. Reporting period and date:
6. Contractor:
7. Contract value:

**Content**

**Inception Report:** Including but is not limited to field assessment, verification of functional requirement, work plans (human & other resources, timeline etc..), comments on the TOR (if any).

**Invoice and Payment**

1. Payment schedule
2. List of payment requests (with status and forecast)
3. Invoice (for the deliverable). Invoice will be processed once the documentation is approved by the client).

**Signature and Distribution**

1. Signature:
2. Distribution:

***16.3 Content of Design brief***

**Introduction**

1. Project ref. no
2. Project name:
3. Report Type: Design brief
4. Activity No:
5. Reporting period and date:
6. Contractor:
7. Contract value:

**Content**

**Design brief:** Including but is not limited to approach, finalized functional requirement, material selection, design standards to be followed.

**Invoice and Payment**

1. Payment schedule
2. List of payment requests (with status and forecast)
3. Invoice (for the deliverable). Invoice will be processed once the documentation is approved by the client).

**Signature and Distribution**

1. Signature:
2. Distribution:

***16.4 Content of Concept design***

**Introduction**

1. Project ref. no
2. Project name:
3. Document Type: Concept design
4. Activity No:
5. Reporting period and date:
6. Contractor:
7. Contract value:

**Content**

**Concept design:** Including but is not limited to land survey plan, lay out of building & external works, at least 3 concepts of the building in 3D models (external, reception areas, some of staff working area and some of the lab areas), preliminary layouts of spaces or areas and tentative budget - 2 printed copies in scale size and in electronic form acceptable to the client.

**Invoice and Payment**

1. Payment schedule
2. List of payment requests (with status and forecast)
3. Invoice (for the deliverable). Invoice will be processed once the documentation is approved by the client).

**Signature and Distribution**

1. Signature:
2. Distribution:

***16.5 Content of Detailed design***

**Introduction**

1. Project ref. no
2. Project name:
3. Document Type: Detailed design
4. Activity No:
5. Reporting period and date:
6. Contractor:
7. Contract value:

**Content**

**Detailed design:** It includes but not limited to,

1. Complete set of drawings including room data sheets (Architectural, Structural, Service-MEP, HVAC, Medical Gas, external works etc), interior designs and virtual 3D models and animation for selected space/rooms, design report including - 02 printed copies in scale size and in electronic form acceptable to the client with the endorsement of authorized (licensed) Engineers & Architecture for the submission to local authority for obtaining building approval.
2. Design report including concept, design criteria, design standards & code of practices used, important calculations, health & safety aspects, environment and social management plan, etc. in electronic form acceptable to the client.
3. Bill of Quantity (BOQ), Engineer’s Estimate and Pricing preambles - electronic form acceptable to the client.
4. Technical specification for the items to be used for the construction- electronic form acceptable to the client.
5. Technical specification of the laboratory items and Non-medical items including furniture to be used in the building.
6. Interior designs and virtual 3D models and animation for building/selected space/rooms.

**Invoice and Payment**

1. Payment schedule
2. List of payment requests (with status and forecast)
3. Invoice (for the deliverable). Invoice will be processed once the documentation is approved by the client).

**Signature and Distribution**

1. Signature:
2. Distribution:

***16.6 Content of Bidding Stage and Evaluation support Report***

**Introduction**

1. Project ref. no
2. Project name:
3. Report Type: Bidding Stage and Evaluation
4. Activity No:
5. Reporting period and date:
6. Contractor:
7. Contract value:

**Content**

1. Details of the support provided:

**Invoice and Payment**

1. Payment schedule
2. List of payment requests (with status and forecast)
3. Invoice (for the period)

**Signature and Distribution**

1. Signature:
2. Distribution:

***16.7 Content of Monthly Report***

**Introduction**

1. Project ref. no
2. Project name:
3. Report Type: Monthly Report
4. Activity No:
5. Reporting period and date:
6. Contractor:
7. Contract value:

**Content**

1. Executive summary
2. Activities (in period and future)
3. General progress including encountered problems
4. Contractor conformance with contract documents
5. Alerts at time the Implementing Authority about eventual works cost overruns and obtain the written confirmation from the client before any acceptance for additional woks are given.

**Safety and Quality**

1. Engineer’s determinations
2. Quality of work
3. Health and safety conditions.

**Documentation**

1. Site records (staff, weather, etc.)
2. Delivery of materials.
3. Items Reviewed documentation and Approvals (Technical and Non-Technical)
4. Test certificates

**Additional documents If requested**

1. Work Supervision Documents (if requested)
2. Any documentation and reporting related to the implementation (if requested)
3. Revision to project implementation plan (If there is any)
4. Contract audits (if requested)
5. Contractor claims status (if any)
6. Minutes of meetings (All minutes of meeting should cover but not be limited to the following contents: Type of meeting (issue), Agenda of meeting, Meeting n°, Participants, Distribution, Timing for next meeting)
7. Special Inspection reports based on the tasks (if requested). The report should provide details of the tasks requested by the client.

**Invoice and Payment**

1. Payment schedule
2. List of payment requests (with status and forecast)
3. Invoice (for the period)

**Signature and Distribution**

1. Signature:
2. Distribution:

***16.8 Content of Final Inspection and Completion report***

To be issued prior to the commencement of the defect notification period and within 28 days after the completion of the building with all installations.

**Introduction**

1. Project ref. no
2. Project name:
3. Report Type: Final Inspection and Completion Report
4. Activity No:
5. Reporting date:
6. Contractor:
7. Contract value:

**Content**

The Completion report shall, as a minimum, address the following details:

1. Executive summary
2. Project background
3. Project organisation
4. The Consultant’s input and output
5. Status of the contract including outstanding issues
6. lessons learned and recommendations
7. Financial position.
8. Status of completion and delays
9. Liquidated damages
10. Financial position and payments
11. Test on completion
12. Test after completion
13. Inventory of the equipment.
14. Warranty Certificates of the items supplied and installed
15. As-built drawings reflecting any changes made during construction.
16. Developed plans, and operation manuals and SOPs including building use plans.
17. Important contacts of the suppliers
18. Maintenance manual and schedule and a guidance on routine maintenance tasks including by not limited to addressing any issues that arise during the warranty period and DNP.
19. Taking over certificates for completion of the project.
20. Planned activities for the Defect Notification Period.

**Invoice and Payment**

1. Payment schedule
2. List of payment requests (with status)
3. Invoice (for the period)
4. Invoice type: Final Inspection and completion payment.

**Signature and Distribution**

1. Signature:
2. Distribution:

***16.9 Content of Defects Notification Period Report and Final Defects Notification Period Report***

After completion of the works, the Consulting firm shall inspect the project quarterly during 12 calendar months and provide quarterly reports and final inspection within the last 28 days of the of DNP and provide Final Defects Notification Period Report.

**Introduction**

1. Project ref. no
2. Project name:
3. Report Type: Defects Notification Period Report and Final Defects Notification Period Report
4. Activity No:
5. Reporting date:
6. Contractor:
7. Contract value:

**Content**

The DNP report shall, as a minimum, address the following details:

1. Project Status
2. The Consultant’s input and output
3. Status on completion and Outstanding issues
4. List of Defects
5. Liquidated damages
6. Financial position and payments
7. List of trainings provided
8. Planned activities after the Defect Notification Period.

**Signature and Distribution**

1. Signature:
2. Distribution:
3. ***Client’s Input and Counterpart Personnel***
   1. Partly developed requirement.
   2. Review and approve the reports and design in three stages (Concept design, developed design & final design).
   3. Review and approve construction materials, non-medical and medical products.
   4. Participate in bi-weekly meetings to assess the progress of the design service.
   5. Timely payments.
   6. Any available information, reports, documents, etc., related to the execution of the Services shall be made available by the Client to the Consultant.
4. ***Minimum requirement attached as ANNEX 1***

18.1 This is basic requirement to provide an idea to design the facility and subject to change based on the expert opinions of the consultant, stakeholder discussions and other requirements as mentioned above in the Terms of Reference.

1. ***Facilities to be provided by the consultant***

19.1 The Consultant shall provide the accommodation for his staff for the entire duration of the Contract. Consultant is also responsible for providing the offices for his staff. The Consultant will bear all international and local transportation costs (flight tickets, car, fuel, insurance, etc.).

19.2 The Consultant shall provide data processing equipment (i.e. laptops/notebooks, printers, faxes) as well as necessary software (operating systems, application office and test programs, etc.) for all of his staff, for the time of the Contract execution

1. All documents related to the Services are, and will remain, Client's property after completion of services. The Consultant cannot use or dispose of this documentation without Client's previous approval.

PART II

Section 8. Conditions of Contract and Contract Forms

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###### Lump-Sum Form of Contract

**STANDARD FORM OF CONTRACT**

**Consultant’s Services**

Lump-Sum

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**Contract for Consultant’s Services**

**Lump-Sum**

**Project Name**: Maldives Covid-19 Health Facility Project

***Loan* No:** FI (N)94116

**Contract No:** *MCHFP - 01*

**Assignment Title:** *Consultancy Services for the Feasibility Study, Design and Supervision for the construction of the National Health Laboratory in Hulhumalé*

**between**

Ministry of Health

**and**

*[****Name of the Consultant****]*

**Dated:**

1. Form of Contract

**Lump-Sum**

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *Ministry of Health* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows:* “…(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) the Client has received a loan from the European Investment Bank (EIB)toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the European Union[[19]](#footnote-19), either autonomously or pursuant to the financial sanctions decided by the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the loan agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract(including Attachment 1 “Fraud and Corruption”);

(b) The Special Conditions of Contract;

(c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee (Not applicable)

Appendix E Code of Conduct (ES)

Appendix F: Covenant of Integrity

Appendix G Environmental and Social Covenant

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D (not applicable); Appendix E; Appendix F; and Appendix G. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *Ministry of Health*

*[Authorized Representative of the Client – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

*[Authorized Representative of the Consultant – name and signature]*

*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.*

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

*[Name of the lead member]*

*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*

1. General Conditions of Contract

A. General Provisions

|  |  |
| --- | --- |
| 1. Definitions | Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:  1. **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time. 2. **“Bank”** means the European Investment Bank (EIB). 3. **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Bank. 4. **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant. 5. **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant. 6. **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract. 7. **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices). 8. **“Contractor”** means the person named as contractor in the contract to be supervised by the Consultant. 9. **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant. 10. **“Day”** means a working day unless indicated otherwise. 11. **“ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH). 12. **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11. 13. **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract. 14. **“Foreign Currency”** means any currency other than the currency of the Client’s country. 15. **“GCC”** means these General Conditions of Contract. 16. **“Government”** means the government of the Client’s country. 17. **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. 18. **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal. 19. **“Local Currency”** means the currency of the Client’s country. 20. **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract. 21. **“Party”** means the Client or the Consultant, as the case may be, and “Parties” means both of them. 22. **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written. 23. **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto. 24. **“Sexual Exploitation and Abuse” “(SEA)”** means the following:   **Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.  **Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.   1. **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s or Client’s Personnel. 2. **“Site**” means the land and other places where works are to be executed and/or facilities to be installed, and such other land or places as may be specified in the Contractor’s contract as forming part of the Site. 3. **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract. 4. **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant. |
| 1. Relationship between the Parties | Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. |
| 1. Law Governing Contract | This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. |
| 1. Language | This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 1. Headings | The headings shall not limit, alter or affect the meaning of this Contract. |
| 1. Communications | Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**. |
| 1. Location | The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve. |
| 1. Authority of Member in Charge | In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. |
| 1. Authorized Representatives | Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC.** |
| 1. Fraud and Corruption | The Bank requires compliance with the Bank’s Anti-Fraud Policy and its Exclusion policy, as set forth in Attachment 1 to the GCC. |
| a. Commissions and Fees | The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank. |

B. Commencement, Completion, Modification and Termination of Contract

|  |  |
| --- | --- |
| 1. Effectiveness of Contract | This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met. |
| 1. Termination of Contract for Failure to Become Effective | If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 1. Commencement of Services | The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**. |
| 1. Expiration of Contract | Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**. |
| 1. Entire Agreement | This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| 1. Modifications or Variations | Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.In cases of substantial modifications or variations, the prior written consent of the Bank is required. |
| 1. Force Majeure |  |
| a. Definition | For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. |
| b. No Breach of Contract | The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. |
| c. Measures to be Taken | A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either: (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or  (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 52 & 53. |
| 1. Suspension | The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension. |
| 1. Termination | This Contract may be terminated by either Party as per provisions set up below: |
| a. By the Client | 19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days’ written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days’ written notice in case of the event referred to in (e); and at least five (5) calendar days’ written notice in case of the event referred to in (f):   * 1. If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;   2. If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;   3. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 53.1;   4. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;   5. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;   6. If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.   19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract. |
| b. By the Consultant | 19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days’ written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.   1. If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue. 2. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days. 3. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 53.1. 4. If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant’s notice specifying such breach. |
| c. Cessation of Rights and Obligations | 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, 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 GCC 22, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law. |
| d. Cessation of Services | 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant 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. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28. |
| e. Payment upon Termination | 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:   1. payment for Services satisfactorily performed prior to the effective date of termination; and 2. in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts. |

C. Obligations of the Consultant

|  |  |
| --- | --- |
| 1. General |  |
| a. Standard of Performance | The Consultant shall perform the Services and carry out the Services 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. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with the third parties.The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. |
| b. Law Applicable to Services | The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client’s country when  1. as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or 2. by an act of compliance with a decision of the European Union[[20]](#footnote-20), either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.  The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs. |
| 1. Conflict of Interest | The Consultant shall hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. |
| a. Consultant Not to Benefit from Commissions, Discounts, etc. | 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 46 through 50) shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.  21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank’s Guide to Procurement, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client. |
| b. Consultant and Affiliates Not to Engage in Certain Activities | 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project. |
| c. Prohibition of Conflicting Activities | 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. |
| d. Strict Duty to Disclose Conflicting Activities | 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall 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 Consultant or the termination of its Contract. |
| 1. Confidentiality | Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. |
| 1. Liability of the Consultant | Subject to additional provisions, if any, set forth in the **SCC**, the Consultant’s liability under this Contract shall be provided by the Applicable Law. |
| 1. Insurance to be taken out by the Consultant | The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13. |
| 1. Accounting, Inspection and Auditing | The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.Pursuant to Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Borrower, the Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union Law to inspect the site and/or to inspect and copy the accounts, records and other documents relating to the procurement process, selection and/or contract execution. The Consultant’s and its subcontractors’ and subconsultants’ attention is drawn to Clause GCC 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures). |
| 1. Reporting Obligations | The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix. |
| 1. Proprietary Rights of the Client in Reports and Records | Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client’s prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**. |
| 1. Equipment, Vehicles and Materials | Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.Any equipment or materials brought by the Consultant or its Experts into the Client’s country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable. |
| 1. Health and Safety | The Consultant shall:  1. comply with all applicable health and safety regulations and Laws; 2. comply with all applicable health and safety obligations specified in the Contract; 3. provide or cause to be provided health and safety training of Experts as appropriate and maintain training records; 4. put in place workplace processes for Experts to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health; 5. Experts who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Experts shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal; and 6. establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment. |
| 1. Code of Conduct | The Consultant shall have a Code of Conduct for the Experts. Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.  These measures include providing instructions and documentation that can be understood by the Expert and seeking to obtain that person’s signature acknowledging receipt of such instructions and/or documentation, as appropriate.  The Consultant shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Experts, Contractor’s Personnel, Client’s Personnel and the local community. |
| 1. Forced Labor | The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements. No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation. |
| 1. Child Labor | The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age). The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.  The Consultant, including its Subconsultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Client. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.  Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:   1. with exposure to physical, psychological or sexual abuse; 2. underground, underwater, working at heights or in confined spaces; 3. with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; 4. in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or 5. under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer. |
| 1. Workers’ Organizations | In countries where the relevant labor laws recognise workers’ rights to form and to join workers’ organizations of their choosing and to bargain collectively without interference, the Consultant shall comply with such laws. In such circumstances, the role of legally established workers’ organizations and legitimate workers’ representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers’ organizations, the Consultant shall enable alternative means for the Experts to express their grievances and protect their rights regarding working conditions and terms of employment. The Consultant shall not seek to influence or control these alternative means. The Consultant shall not discriminate or retaliate against Experts who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers’ organizations are expected to fairly represent the workers in the workforce. |
| 1. Non-Discrimination and Equal Opportunity | The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 32). |
| 1. Experts Grievance Mechanism | The Consultant shall have a grievance mechanism for Experts, and where relevant the workers’ organizations stated in Clause GCC 33, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner. The Experts shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Experts.  The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.  The grievance mechanism may utilize existing grievance mechanisms, provided that they are properly designed and implemented, address concerns promptly, and are readily accessible to such Experts. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements. |
| 1. Training of Experts | The Consultant shall provide appropriate training to relevant Experts on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in Clause GCC 29. As required under the Contract, the Consultant shall also allow appropriate opportunities for the relevant Experts to be trained on ES aspects of the Contract by the Client’s Personnel.  The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts. |

D. Consultant’s Experts and Sub-Consultants

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| 1. Description of Key Experts | The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant’s Key Experts are described in **Appendix B.** |
| 1. Replacement of Key Experts | Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration. |
| 1. Removal of Experts or Sub-consultants | If the Client finds that any Expert or Sub-consultant:  1. persists in any misconduct or lack of care; 2. carries out duties incompetently or negligently; 3. fails to comply with any provision of the Contract; 4. persists in any conduct which is prejudicial to safety, health, or the protection of the environment; 5. based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Services; 6. undertakes behaviour which breaches the Code of Conduct for Experts,   the Consultant shall, at the Client’s written request, provide a replacement. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.Subject to the requirements in Clause GCC 39.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (f) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Services are being carried out, any Expert who engages in (a) to (f) above.The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts. |

E. Obligations of the Client

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| 1. Assistance and Exemptions | Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:  1. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services. 2. Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client’s country while carrying out the Services under the Contract. 3. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents. 4. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. 5. Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client’s country according to the applicable law in the Client’s country. 6. Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client’s country, of bringing into the Client’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services. 7. Provide to the Consultant any such other assistance as may be specified in the **SCC**. | |
| 1. Access to Project Site | The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them. | |
| 1. Change in the Applicable Law Related to Taxes and Duties | If, after the date of this Contract, there is any change in the applicable law in the Client’s country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 46.1 | |
| 1. Services, Facilities and Property of the Client | The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A)** at the times and in the manner specified in said **Appendix A.** | |
| 1. Counterpart Personnel | The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant’s advice, if specified in **Appendix A**.Professional and support counterpart personnel, excluding Client’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request. |
| 1. Payment Obligation | In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below. | |

F. Payments to the Consultant

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| 1. Contract Price | The Contract price is fixed and is set forth in the **SCC.** The Contract price breakdown is provided in **Appendix C**.Any change to the Contract price specified in Clause GCC 46.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**. |
| 1. Taxes and Duties | The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant. |
| 1. Currency of Payment | Any payment under this Contract shall be made in the currency (ies) of the Contract. |
| 1. Mode of Billing and Payment | The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 46.1.The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**. 49.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.  49.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.  49.2.3 *The Final Payment*. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.  49.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.  49.2.5 With the exception of the final payment under 49.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder. |
| 1. Interest on Delayed Payments | If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 49.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC.** |

G. Fairness and Good Faith

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| 1. Good Faith | The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |

H. Settlement of Disputes

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| 1. Amicable Settlement | The Parties shall seek to resolve any dispute amicably by mutual consultation.If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 53.1 shall apply. |
| 1. Dispute Resolution | Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**. |

**II. General Conditions**

**Attachment 1**

**Fraud and Corruption**

It is the Bank’s policy to require that promoters, as well as tenderers, contractors, suppliers and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. The Bank reserves the right to take all appropriate action in order to enforce this policy.

Moreover, the Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from Prohibited Conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction, money laundering and terrorist financing[[21]](#footnote-21)).

In pursuance of this policy as set out in the EIB Anti-Fraud Policy, if it is established to the required standards[[22]](#footnote-22) that a project-related party[[23]](#footnote-23) has engaged in Prohibited Conduct in the course of a procurement process or implementation of a contract (to be) financed, the Bank:

1. May seek appropriate remediation of the Prohibited Conduct to its satisfaction;
2. May declare ineligible such project-related party to be awarded the contract; and/or
3. May withhold the Bank’s no-objection to contract award[[24]](#footnote-24) and may apply appropriate contractual remedies, which may include suspension and cancellation, unless the Prohibited Conduct has been dealt with to the satisfaction of the Bank.

Furthermore, within the framework of its Exclusion Policy, the Bank may declare such project-related party ineligible to be awarded a contract under any Bank project or to enter into any relationship with the Bank.

EIB Group Anti-Fraud Policy is publicly available on its website: <https://www.eib.org/en/publications/anti-fraud-policy>

EIB Exclusion Policy is publicly available on its website: <https://www.eib.org/en/publications/exclusion-policy>

1. Special Conditions of Contract

*[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]*

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| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
| **1.1(a)** | **The Contract shall be construed in accordance with the law of** Republic of Maldives |
| **4.1** | **The language is: English** |
| **6.1 and 6.2** | **The addresses are** *[fill in at negotiations with the selected firm]***:**  Client: Ministry of Health    Attention: Mohamed Jinaan  E-mail (where permitted): Mohamed.jinaan@health.gov.mv  Consultant:    Attention:  E-mail (where permitted): |
| **8.1** | *[If the Consultant consists only of one entity, state “N/A”;*  *OR*  *If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]*  **The Lead Member on behalf of the JV is** \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert name of the member]* |
| **9.1** | **The Authorized Representatives are:**  **For the Client:** *Mohamed Jinaan, Project Director*  **For the Consultant:** *[name, title]* |
| **11.1** | **The effectiveness conditions are the following**: The Effective Date of this contract shall be 14 days after the date of signing by all contracting parties. |
| **12.1** | Termination of Contract for Failure to Become Effective:  The time period shall be 04 months |
| **13.1** | **Commencement of Services:**  **The number of days shall be 07 days**  Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert. |
| **14.1** | **Expiration of Contract:**  **The time period shall be** expired after 10 days after the *Defect Notification Period.* Contract duration is from the effective date in total 1708 days (estimated *57 months in total (including 01 year of Defect Notification Period and 10 days after DNP.)*  The anticipated duration of the assignment is expected to be from the effective date 1708 days (estimated 57 months) in total (including 01 year (365 days) of Defect Notification Period and 10 days after DNP). The preparation phase, including feasibility study, Architectural, Design, Bill of Quantities (BoQ), Specification development and construction firm selection is estimated to take approximately 14 months. This timeframe also accounts for obtaining the necessary approvals and permits. Supervision services are projected to commence and last for a duration matching the combined length of the construction period and the Defect Notification Period. Construction period is 29 months approximately and final inspection within 28 days after completion. Defect Notification Period is 1 year (365 days) and Submission of Final Defects Notification Period Report within the last 28 days of DNP and Issuing of Defects Liability Certificate and Performance Certificate within 10 days after DNP.  *The deadline for performing the supervision service is tied to the start and completion dates of the works. The supervision service cannot commence until the contract with the selected contractor is signed.*  *If the design and works are completed before the agreed timeline, and all deliverables are accepted by the client, the contract will be considered complete and closed.* |
| **19.1** | **Termination by the Client:**  A second paragraph is being added to Clause 19.1.1, point a), and should be read as follows:  The contract might foresee a phased implementation of the Feasibility Study, the Planning, the Tendering and the Site Supervision.  The contract will be executed in phases based on the activities stated in the Terms of Reference, under the "Time Schedule and Payment Schedule for the activities" table:   1. **Phase One – Feasibility Study:** Activity No. 1 – Feasibility Study 2. **Phase Two – Planning:**    * Activity No. 2 – Inception Report    * Activity No. 3 – Design Brief    * Activity No. 4 – Concept Design    * Activity No. 5 – Concept Design Approval by the Client    * Activity No. 6 – Detailed Design    * Activity No. 7 – Detailed Design Approval by the Client 3. **Phase Three – Tendering:** Activity No. 8 – Bidding Stage and Evaluation 4. **Phase Four – Site Supervision:**    * Activity No. 9 – Supervision (Monthly Report)    * Activity No. 10 – Final Inspection and Completion    * Activity No. 11 – Defects Notification Period    * Activity No. 12 – Final Inspection of the Defects Notification Period    * Activity No. 13 – Issuing the Defects Liability Certificate and Performance Certificate   The client reserves the right to terminate the contract at the end of each phase—Feasibility Study, Planning and Tendering —based on the consultant’s performance. Performance will be assessed according to the timely delivery of tasks and the quality of the documents produced.  The evaluation criteria for the phases shall include, among others, the following:  **1. Feasibility Study Phase**  **Feasibility Study Objectives**  Clarity and alignment of the primary purpose and objectives for the National Health Laboratory, based on consultations and identified needs.  **Stakeholder Engagement**  Extent of consultation with relevant stakeholders such as researchers, healthcare providers, and government agencies to ensure all perspectives are considered in the planning process.  **Compliance with Biosafety Standards**  Effectiveness in researching and ensuring compliance with national and international biosafety regulations and standards (BSL-2 and BSL-3).  **Environmental and Social Impact Assessment**  Thoroughness of the analysis of potential environmental and social impacts, and the proposed mitigation strategies for these impacts.  **Site Evaluation**  Completeness and accuracy of site assessments, including topographical and geophysical studies, and the alignment of the site location with the lab’s functional requirements and safety considerations.  **Functional Design Planning**  Adequacy and completeness of the functional planning, including space requirements, room specifications, equipment list, and layout, to meet the operational needs of the laboratory.  **Technology and Equipment Requirements**  Appropriateness of the technology and equipment selection to meet the required biosafety levels and lab functions, ensuring compatibility with BSL-2 and BSL-3 standards where necessary.  **Staffing and Training Needs**  Completeness of staffing plans, including the number of required staff and their qualifications, as well as the training programs designed for biosafety protocols and emergency procedures.  **Risk Management and Contingency Planning**  Thoroughness of the risk assessment and the quality of the strategies and contingency plans developed to address biosafety, construction, operation, and maintenance risks.  **Sustainability and Maintenance Plans**  Inclusion of sustainable practices in the design and operations of the laboratory and the development of a comprehensive maintenance plan to ensure ongoing compliance with relevant standards.  **Incorporation of Advanced Studies**  Responsiveness in incorporating advanced study requirements (e.g., drug resistance studies, emerging public health threats) into the design and planning if approved by the client.  **Project Plan and Monitoring Framework**  Clear development of a project plan with detailed timelines, milestones, and responsibilities, as well as the establishment of a framework for monitoring progress and evaluating the success of the feasibility study.  **Ongoing Client Communication**  Effectiveness and responsiveness of communication with the client to resolve any issues and feedback from the Client.  **2. Planning Phase**  **Functional Requirement Verification**  Timely and accurate verification of client requirements for functional design and space allocation.  **Site Information Collection**  Completeness and adequacy of the information collected from site visits and discussions with relevant local authorities.  **Regulatory Compliance**  Compliance with Maldives Construction Act, Utility Regulatory Authority (URA) regulations, Housing Development Cooperation (HDC) guidelines, and WHO laboratory biosafety standards.  **Concept Design Development**  Timely submission and client approval of concept design, including 3D models and preliminary layout plans.  **Detailed Design Completeness**  Accuracy and completeness of architectural, structural, and services designs, including HVAC, electrical, plumbing, and fire protection systems.  **Interior Design Quality**  Quality and appropriateness of detailed interior design for key areas (e.g., reception, multipurpose hall, recreational areas, lab rooms).  **3D Modeling and Visualization**  Delivery of realistic 3D models and animations for designated areas as required, with sufficient detail and visual clarity.  **Environmental Sustainability and Climate Resilience**  Integration of green technology, disaster resilience measures, and adherence to Maldives Green Climate-Smart Hospitals guidelines.  **Cost and Budget Control**  Alignment of the building design with the available construction budget while ensuring quality and functionality.  **Laboratory Equipment Requirements**  Thoroughness in assessing and determining laboratory equipment needs, ensuring compliance with FDA, CE, or other acceptable standards.  **Standardized Drawings and Documentation**  Adherence to international drafting standards (AutoCAD) and provision of complete detailed drawings without reliance on shop drawings.  **Progress Review and Client Feedback**  Active participation in bi-weekly progress review meetings and prompt incorporation of client comments and feedback.  **Design Software Use**  Use of approved and internationally recognized design software (e.g., Autodesk, Staad Pro, Sap2000, SketchUp) for all design work.  **End User Documentation**  Development of a user guide explaining the sustainable design features, green technology applications, and maintenance requirements.  **Ongoing Client Communication**  Effectiveness and responsiveness of communication with the client to resolve any issues and feedback from the Client.  **3. Tendering Phase**  **Bidding Document Preparation**  Quality and completeness of the bidding documents prepared for the procurement stage, ensuring compliance with EIB procedures.  **Bidding Process Assistance**  Level of assistance provided to the client throughout the bidding process, ensuring that all aspects comply with EIB procedures.  **Query Response Management**  Timeliness and accuracy of responses to client queries during the bidding stage.  **Negotiation Participation**  Consultant's engagement and effectiveness in negotiation meetings, addressing changes and queries as requested.  **Design Revisions Based on Feedback**  Appropriateness and thoroughness of revisions made to the design proposal based on client feedback.  **Cost and Timeline Updates**  Timeliness and accuracy of updated cost estimates and project timelines, ensuring they reflect changes in the design or bidding process.  **Bid Evaluation Support**  Quality of input provided to the evaluation committee or participation in the evaluation of bid proposals, ensuring alignment with project requirements.  **Ongoing Client Communication**  Effectiveness and responsiveness of communication with the client to resolve any remaining questions during the bidding stage.  If the Client decides not to proceed to the next phase of the contract due to the consultant’s unsatisfactory performance, the consultant will not be entitled to payment for the subsequent phase(s). |
| **21 b.** | **The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3**  Yes |

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| **23.1** | **No additional provisions.** |
| **24.1** | **The insurance coverage against the risks shall be as follows:**  **(a) Professional liability insurance, with a minimum coverage of** 100% of the total amount of the contract |
| **27.1** | No exceptions to proprietary rights provision |
| **27.2** | The Consultant shall not use any documents produced or used within scope of the Contract for purposes unrelated to this Contract without the prior written approval of the Client. |
| **46.1** | **The Contract price is:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount and currency for each currency as applicable] [indicate:* **inclusive** *or* **exclusive***]* **of local indirect taxes.**  **Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Client to** **the Consultant.**  **The amount of such taxes is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.** |
| **47.1 and 47.2** | **The Client warrants that**  the Client shall reimburse the Consultant, the Sub-consultants and the Experts  **any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:**  **(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services;**  **(b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;**  **(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;**  **(d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will** **subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that:**  **(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and**  **(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country.** |
| **49.2** | **The payment schedule:**  *Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix 1.*  **First Phase: Feasibility Study– 5%**  **1st payment:** Submission of the feasibility study report. 5% of the contract price. (One-time payment)  **Second Phase: Planning 55%**  **2nd payment:** Submission of the Inception Report. 2% of the contract price. (One-time payment)  **3rd Payment:** Submission of the Design Brief. 3% of the contract price. (One-time payment)  **4th Payment:** Submission of the Concept Design. 10% of the contract price. (One-time payment)  **5th Payment:** Submission of the Detailed Design. 40% of the contract price. (One-time payment).  **Third Phase: Tendering 2%**  **6th Payment:** Submission of bidding stage report for – Construction and Laboratory equipment procurement. 2% of the contract price. 1% for each report. (One-time payment).  **Fourth Phase: Supervision 38%**  **Supervision Monthly Payment:** Submission of Monthly Report. 25% of the contract price. The amount will be divided into 29 months and paid each month separately. If the construction works are completed early, the remaining percentage of the 25% will be paid in a lumpsum.  **Final Inspection Payment:** Submission of the Final inspection and completion report. 8% of the contract price (One-time payment).  **Issuing of Defects Liability Certificate and Performance Certificate:** Submission of Defects Liability Certificate and Performance Certificate. 5% of the contract price. (One-time payment)  *Total sum of all installments shall not exceed the Contract price set up in SCC46.1.*  ***NOTE: No payment will be done unless the deliverable accepted by the Client.***  ***If the client chooses not to proceed with the next phase of the contract due to unsatisfactory performance by the consultant, the consultant will not be entitled to payment for the next phase(s).*** |
| **49.2.1** | *The advance payment will not apply.* |
| **49.2.4** | **The accounts are:**  for foreign currency: *[insert account]*.  for local currency: *[insert account]*. |
| **50.1** | **The interest rate is**: *[insert rate]*. |
| **53.1** | *[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]*  **Disputes shall be settled by arbitration in accordance with the following provisions:**  1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:  (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *Federation Internationale des Ingenieurs-Conseil (FIDIC)* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.  (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *the Secretary General of the Permanent Court of Arbitration, The Hague.*  (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *Secretary General of the Permanent Court of Arbitration, The Hague* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. |
|  | 2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.  3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.  4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant’s home country *[If the Consultant consists of more than one entity, add:*  or of the home country of any of their members or Parties*]* or of the Government’s country. For the purposes of this Clause, “home country” means any of:  (a) the country of incorporation of the Consultant *[If the Consultant consists of more than one entity, add:* or of any of their members or Parties*]*; or  (b) the country in which the Consultant’s [or any of their members’ or Parties’] principal place of business is located; or  (c) the country of nationality of a majority of the Consultant’s [or of any members’ or Parties’] shareholders; or  (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract. |
|  | 5. Miscellaneous. In any arbitration proceeding hereunder:  (a) proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither the Client’s country nor the Consultant’s country]*;  (b) the *English* language shall be the official language for all purposes; and  (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. |

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1. Appendices

Appendix A – Terms of Reference

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks or actions that require prior approval by the Client.*

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant’s Proposal. Highlight the changes to Section 7 of the RFP]*

………………………………………………………………………………………………

Appendix B - Key Experts

*[Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

……………………………………………………………………………………………………

Appendix C – Breakdown of Contract Price

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]*

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Appendix D - Form of Advance Payments Guarantee

{*Not applicable for this contract.}*

Appendix E - Code of Conduct (ES)

{*To be inserted during contract preparation.}*

Appendix F - Covenant of Integrity

*{To be inserted during contract preparation.}*

Appendix G - Environmental and social covenant

*{To be inserted during contract preparation.}*

PART III

Section 9. Notification of Intention to Award

# Notification of Intention to Award

**[*This Notification of Intention to Award shall be sent to each Consultant whose Financial Proposal was opened. Send this Notification to the authorized representative of the Consultant].***

For the attention of Consultant’s authorized representative

Name: *[insert authorized representative’s name]*

Address: *[insert authorized representative’s address]*

Telephone/Fax numbers: *[insert authorized representative’s telephone/fax numbers]*

Email Address: *[insert authorized representative’s email address]*

***[IMPORTANT: insert the date that this Notification is transmitted to all Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION**: This Notification is sent by: [*email/fax*] on [*date*] (local time)

**Notification of Intention to Award**

**Client:** *[insert the name of the Client]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFP is issued]*

**Loan No. /Credit No. /Grant No.:** *[insert reference number for loan/credit/grant]*

**RFP No:** *[insert RFP reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

1. request a debriefing in relation to the evaluation of your Proposal, and/or
2. submit a Procurement-related Complaint in relation to the decision to award the contract.
3. **The successful Consultant**

|  |  |
| --- | --- |
| **Name:** | [*insert name* *of successful Consultant*] |
| **Address:** | [*insert address* *of the successful Consultant*] |
| **Contract price:** | [*insert contract price* *of the successful Consultant*] |

1. **Consultants *[INSTRUCTIONS: insert names of all Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as read out, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion. Select Full Technical Proposal (FTP) or Simplified Technical Proposal (STP) in the last column below.]***

| **Name of Consultant** | **Submitted Proposal** | **[*use for FTP*]**  **Overall technical scores** |  | **Financial Proposal price (if applicable)** | **Evaluated Financial Proposal price**  **(if applicable)** | **Combined score and ranking (if applicable)** |
| --- | --- | --- | --- | --- | --- | --- |
| [*insert name*] | [*yes/no*] | **Criterion (i):** [*insert score*]  **Criterion (ii):** [*insert score*]  **Criterion (iii):** [*insert score*]  Sub-criterion a:  1: [*insert score*]  2: [*insert score*]  3: [*insert score*]  Sub-criterion b:  1: [*insert score*]  2: [*insert score*]  3: [*insert score*]  Sub-criterion c:  1: [*insert score*]  2: [*insert score*]  3: [*insert score*]  **Criterion (iv):** [*insert score*]  **Criterion (v):** [*insert score*]  **Total score: [*insert score*]** |  | [*Proposal price*] | [*evaluated price*] | **Combined Score:**  [*combined score*]  **Ranking:**  [*ranking*] |
| [*insert name*] | [*yes/no*] | **Criterion (i):** [*insert score*]  **Criterion (ii):** [*insert score*]  **Criterion (iii):** [*insert score*]  Sub-criterion a:  1: [*insert score*]  2: [*insert score*]  3: [*insert score*]  Sub-criterion b:  1: [*insert score*]  2: [*insert score*]  3: [*insert score*]  Sub-criterion c:  1: [*insert score*]  2: [*insert score*]  3: [*insert score*]  **Criterion (iv):** [*insert score*]  **Criterion (v):** [*insert score*]  **Total score: [*insert score*]** |  | [*Proposal price*] | [*evaluated price*] | **Combined Score:**  [*combined score*]  **Ranking:**  [*ranking*] |
| [*insert name*] | [*yes/no*] | **Criterion (i):** [*insert score*]  **Criterion (ii):** [*insert score*]  **Criterion (iii):** [*insert score*]  Sub-criterion a:  1: [*insert score*]  2: [*insert score*]  3: [*insert score*]  Sub-criterion b:  1: [*insert score*]  2: [*insert score*]  3: [*insert score*]  Sub-criterion c:  1: [*insert score*]  2: [*insert score*]  3: [*insert score*]  **Criterion (iv):** [*insert score*]  **Criterion (v):** [*insert score*]  **Total score: [*insert score*]** |  | [*Proposal price*] | [*evaluated price*] | **Combined Score:**  [*combined score*]  **Ranking:**  [*ranking*] |
| [*insert name*] | … |  |  |  |  |  |
| … | … |  |  |  |  |  |

1. **Reason/s why your Proposal was unsuccessful [*Delete if the combined score already reveals the reason*]**

|  |
| --- |
| ***[INSTRUCTIONS; State the reason/s why this Consultant’s Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant’s Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]*** |

1. **How to request a debriefing [*This applies only if your proposal was unsuccessful as stated under point (3) above*]**

|  |
| --- |
| **DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).**  You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Calendar Days of receipt of this Notification of Intention to Award.  Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Client*]  **Email address**: [*insert email address*]  **Fax number**: [*insert fax number*] ***delete if not used***  If your request for a debriefing is received within the 3 Calendar Days deadline, we will provide the debriefing within five (5) Calendar Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Calendar Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.  The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.  If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Calendar Days from the date of publication of the Contract Award Notice. |

1. **How to make a complaint**

|  |
| --- |
| **DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [*insert date*] (local time).**  Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Client*]  **Email address**: [*insert email address*]  **Fax number**: [*insert fax number*] ***delete if not used***  [At this point in the procurement process] [ Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.  If the complainant is not satisfied with the Employer’s outcome, or response, it is entitled to escalate its complaint to the national remedy mechanism.  If the Accountable Officer does not issue a decision within ten days, or if the Tenderer is not satisfied with the decision, the Tenderer may submit a complaint to the Procurement Appeal Board, in accordance with Clause 11 of the Maldives Public Finance Regulation.  To submit a complaint, the Tenderer must complete the Complaint Form, which is available on the Ministry of Finance and Planning's website.  The completed form should be submitted to the Procurement Appeal Board at the following address: Ministry of Finance and Planning Ameenee Magu Block 379 Male’, Republic of Maldives or by email at [entry@finance.gov.mv](mailto:entry@finance.gov.mv).  For inquiries, you may contact the Procurement Appeal Board via telephone at +(960) 334 9200  Further information:  Any member of the public may refer a complaint to the Bank in respect of an instance of maladministration in their procurement due diligence.  The Bank’s Procurement Complaints Committee reviews the Bank's position relative to complaints arising from tendering of Bank-financed contracts for goods, works and consultant services in case a complaint against the Bank’s action has been received. Further details with regard to the process to be followed by Bidders for procurement complaints are provided in Annex 8 to the EIB Guide to Procurement. |

1. **Standstill Period**

|  |
| --- |
| **DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).**  The Standstill Period lasts ten (10) Calendar Days after the date of transmission of this Notification of Intention to Award.  The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Calendar Day deadline. If this happens we will notify you of the extension. |

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of [*insert* *the name of the Client*]:

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title/position:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telephone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. <https://www.eib.org/en/publications/exclusion-policy>  [↑](#footnote-ref-1)
2. <https://www.eib.org/en/publications/anti-fraud-policy> [↑](#footnote-ref-2)
3. [↑](#footnote-ref-3)
4. [↑](#footnote-ref-4)
5. [↑](#footnote-ref-5)
6. **Please attach the completion certificates/documents issued by the client and submit it along with the proposal.** [↑](#footnote-ref-6)
7. Corruption, fraud, collusion, coercion, obstruction, theft at EIB Group premises, misuse of EIB Group resources or assets, money laundering or financing of terrorism, all as defined in the EIB Group Anti-Fraud Policy, available at <https://www.eib.org/en/publications/anti-fraud-policy> and as amended from time to time. [↑](#footnote-ref-7)
8. EU sanctions or restrictive measures pursuant to Chapter 2 of Title V of the EU Treaty and the objectives of the Common Foreign and Security Policy set out in Article 21 of the EU Treaty and Article 215 of the Treaty on the Functioning of the EU, either autonomously or pursuant to the sanctions decided by the United Nations Security Council on the basis of Article 41 of the United Nations Charter. [↑](#footnote-ref-8)
9. Including a fine or any other financial penalty, irrespective of whether paid yet or not. [↑](#footnote-ref-9)
10. Including any decision having an effect similar to conditional non-exclusion, temporary suspension, letters of reprimand, or self-restraint. [↑](#footnote-ref-10)
11. Including the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development, the European Investment Bank and the Inter-American Development Bank. [↑](#footnote-ref-11)
12. <https://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm>. [↑](#footnote-ref-12)
13. <https://www.eib.org/en/publications/eib-environmental-and-social-standards>. [↑](#footnote-ref-13)
14. Text between brackets to be added in case the Bank’s risk assessment identifies the presence or a significant risk of child labour, forced labour or sexual exploitation or abuse at the primary supplier, or when risks are known or have been reported in lower tiers of the supply chain. [↑](#footnote-ref-14)
15. <http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang--en/index.htm>. [↑](#footnote-ref-15)
16. For example, the United Nations Voluntary Principles on Security and Human Rights (<https://www.voluntaryprinciples.org/>), the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials (<https://www.ohchr.org/en/professionalinterest/pages/useofforceandfirearms.aspx>), the United Nations Code of Conduct for Law Enforcement Officials (<https://www.ohchr.org/EN/ProfessionalInterest/Pages/LawEnforcementOfficials.aspx>) and the International Code of Conduct for Private Security Providers (<https://www.icoca.ch/en/the_icoc>). [↑](#footnote-ref-16)
17. For instance an environmental and social impact assessment and respective permits. [↑](#footnote-ref-17)
18. See section 3.4.1 of the guide for the thresholds. [↑](#footnote-ref-18)
19. Pursuant to Chapter 2 of Title V of the TEU and the objectives of the Common Foreign and Security Policy set out in Article 21 of the TEU and Article 215 of the TFEU [↑](#footnote-ref-19)
20. Pursuant to Chapter 2 of Title V of the TEU and the objectives of the Common Foreign and Security Policy set out in Article 21 of the TEU and Article 215 of the TFEU [↑](#footnote-ref-20)
21. See the EIB’s Anti-Fraud Policy for definitions (<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>) [↑](#footnote-ref-21)
22. In accordance with the EIB’s Investigation Procedures [↑](#footnote-ref-22)
23. See the EIB’s Anti-Fraud Policy [↑](#footnote-ref-23)
24. For contracts subject to prior review in operations outside the EU [↑](#footnote-ref-24)