

Invitation to Tender – Technical Training Services

Introduction to the CAA

Maldives Civil Aviation Authority, established under Act 2/2012 of the Parliament, is an independent state agency regulating the field of civil aviation in the Maldives.

The main responsibilities of the Authority include:

- Formulate policies, regulations and standards to ensure the safety and security of civil aviation services in the Maldives
- Approval and surveillance of air operators, maintenance organisations and training organisations
- Establish a fair and competitive environment in the aviation industry and assist in developing that industry
- Provide technical and administrative support to the government on matters related to civil aviation.

Further information can be found on the CAA's website at www.caa.gov.mv.

I Overview of this Tender

I.1 Description of the Contract

The services required by CAA under the contract to be potentially awarded as a result of this call for tender are described in the terms of reference in section 2 of the present tender specifications.

I.2 Timetable

Summary timetable	Date	Comments
Launch Date	07 May 2015	
Deadline for addressing requests for clarification to CAA	31 May 2015	
Last date on which clarifications are issued by CAA	1 June 2015	Tenderers are advised to check the CAA Webpage on a regular basis for possible updates and/or clarifications
Deadline for submission of tenders	7 June 2015	Tenders delivered by hand shall be submitted not later than 15:00h Local Time
Opening session	7 June 2015, 1600 Hrs	
Completion date for evaluation of tenders	June	Estimated
Signature of contracts	June	Estimated

I.3 Participation in the Tender Procedure

This procurement procedure is open to any natural or legal person wishing to bid for the assignment.

In addition, tenderers must not be in any situation of exclusion under the exclusion criteria indicated in section 3.1 of these tender specifications and must have the legal capacity to allow them to participate in this tender procedure (see section 3.2.1).

Please note that any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the CAA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his tender and may result in administrative penalties.

1.4 Subcontracting

The tenderer must indicate clearly which parts of the work will be sub-contracted and to what extent (proportion in %). The sub-contractor must not sub-contract further.

1.5 Presentation of the Tenders

Tenders must comply with the following conditions:

1.5.1 Tenders must be submitted in accordance with the double envelope system:

The **outer envelope** or parcel should be sealed with adhesive tape, signed across the seal and carry the following information:

- the ref. number of the invitation to tender **CAA-TENDER-2015-03**
- the project title **“Technical Training Services”**
- the name of the Tenderer
- the indication **“Tender - Not to be opened by the internal mail service”**
- the address for submission of tenders (as indicated in the letter of invitation to tender)
- the date of posting (if applicable) should be legible on the outer envelope

The outer envelope must contain **three inner envelopes**, namely, **Envelope A, B and C**. The content of each of these three envelopes must be as follows:

ENVELOPE A: ADMINISTRATIVE DOCUMENTS

- the signed, dated and duly completed Tender Submission Form using the template in Annex VII
- the duly filled in, signed and dated Exclusion Criteria Declaration(s) as requested in section 3.1 and using the standard template in Annex IV
- the duly filled in, signed and dated Legal Entity Form(s) as requested in section 3.2.1 and using the standard template in Annex V as well as the requested accompanying documents
- the duly filled in, signed and dated Financial Identification Form using the template in Annex VI, including the IBAN and SWIFT/BIC code
- a duly filled in, signed and dated Statement of Acceptance as found in Annex IX

ENVELOPE B: TECHNICAL PROPOSAL

Signed original of the **technical and professional capacity documents** as requested in section 3.2.3 and the **technical proposal** providing all information requested in section 4.2 including information relevant to subcontracting as requested in section 1.5.

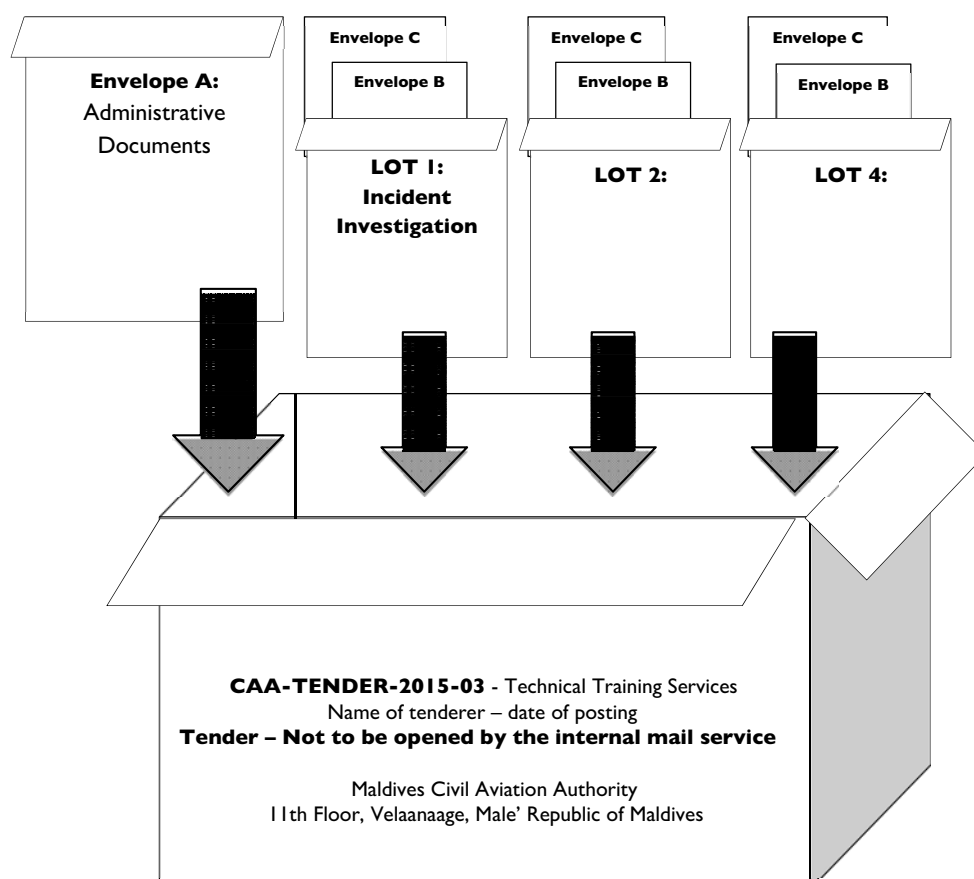
ENVELOPE C: FINANCIAL PROPOSAL

Signed original of the financial proposal based on the format found in **Annex II**.

1.5.2 Tenders should be drafted in English.

It is strictly required that tenders be presented in the correct format and include all documents necessary to enable the CAA to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender.

1.5.3 Offers covering multiple lots - Should tenderers wish to apply to two or more lots, pursuant to point 1.10, the outer envelope or parcel should bear the information as indicated above and contain one envelope for the administrative documents (labelled Envelope A) and one separate envelope per lot, each envelope bearing the reference and title of the relevant lot and each containing two inner envelopes (labelled Envelope B (technical proposal) & C (financial proposal)) as presented above. For instance should the tenderer wish to submit tenders in response to lots 1, 2 & 4 these should be submitted as suggested in the diagram below:



1.6 Period during which tenders are binding

The period of validity of tenders, during which tenderers may not modify the terms of their tenders in any respect is 60 days after the deadline for the submission of tenders. In exceptional cases, before the period of validity expires, CAA may ask tenderers to extend the period for a specific number of days, which shall not exceed 30.

The selected tenderer must maintain its tender for a further 30 days from the date of notification that his tender has been recommended for the award of the contract. The further period of 30 days is added to the initial period of 60 days irrespective of the date of notification.

1.7 Division into Lots

This tender is divided into 1 lot (see section 2.2).

1.8 Variants

Unless otherwise requested in the terms of reference in section 2 of the present specifications your tender should not deviate from the services requested.

1.9 Scope for additional services or for the repetition of similar services

CAA may, at its own discretion, extend the project in duration and/or scope subject to the availability of funding and to satisfactory performance by the contractor.

1.10 Contract Provisions

In drawing up your tender, you should bear in mind the provisions of the draft contract (see **Annex I** to the present tender specifications). In particular, the draft contract indicates the method and the conditions for payments to the contractor.

Nota bene:

Submission of a tender implies acceptance of all the terms and conditions set out in the invitation to tender, in the tender specifications and in the draft service contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions.

It is binding on the tenderer to whom the contract is awarded for the duration of the contract. In this respect every tenderer is also required to submit a duly filled in and signed **statement of acceptance**, in the form provided in **Annex IX**.

2 Terms of Reference

These terms of reference (ToR) will become an integral part of the contract that may be awarded as a result of the tender.

2.1 Introduction: Background to the invitation to tender

Maldives Civil Aviation Authority is an independent state agency regulating the field of civil aviation in the Maldives.

The CAA is seeking to sign contracts in order to provide various technical training services for CAA staff members (and potentially other third party staff).

2.2 Description of the subject and scope of the contract

The CAA must ensure the technical competency of its staff members (and potentially other third party staff) in line with its duties and responsibilities and is looking to sign contracts for the provision of the following technical training courses:

Lot No.	Course Title	Sessions	Price (USD)
I	Incident Investigation	4	16,500 per session

The course subject and details are annexed to these specifications (Annex XII) – the content and syllabus of the courses shall be consistent and in line with the subject guidelines given therein (see also section 4.2 for further information).

2.3 Organisation and Delivery of the Training – Working Arrangements

a. Course Participants

Details with regard to the profile/background of course participants shall not normally be communicated to the contractor before the course delivery; however, the participants are typically technical aviation experts with specific competencies in their field of expertise.

b. Course content, delivery & training material

Each subject, or lot, shall consist of one or more theoretical courses (based on a computer-based presentation delivered using a projector), case studies as well as practical sessions where identified in Annex XII.

The courses must follow the syllabus presented in the tenderer's proposal, unless modifications are requested by or agreed with the CAA.

The tenderer shall make available to the CAA the complete training material package (presentations, hand-outs, booklets, electronic documentation etc.) intended to be used during course delivery. The CAA may reject any material it deems to be of an insufficient quality without financial penalty.

c. Languages

All the courses shall be delivered by one or more trainers, in the English language. The trainer(s) shall have an excellent working knowledge of the English language in order to effectively deliver the course

and be able to clearly answer questions raised by course participants.

d. Trainers & replacements

The tenderer shall submit the CV of **at least one trainer per course**, as requested in section 3.2.3 Technical & Professional Capacity. The tenderer may wish to propose more than one trainer for a specific course (“alternate trainer(s)”). The CVs of all proposed trainers per course will be evaluated, only trainers **accepted by CAA** shall be authorised to deliver the relevant courses.

However, during the course of the contract the approved trainer and, where applicable, alternate trainers may become unavailable for reasons of force majeure, e.g. no longer with the company. In these cases, the contractor shall propose a suitable replacement trainer for that course, who must possess an equivalent (or higher) level of technical expertise, training experience & language competency as that of the previous trainer. The CV of the proposed replacement trainer shall be submitted to the CAA for evaluation and approval. Only once consent has been granted by the CAA may new/replacement trainer(s) carry out the training course in question. The CAA reserves the right to refuse any replacement trainer proposed.

e. Location/Facilities

Courses shall be delivered at CAA’s premises, or a location provided by the CAA.

f. Management & Organisation

Observers from the CAA may participate in training courses, in order to liaise with the trainer(s) and to monitor the course delivery as deemed appropriate.

The contractor shall ensure registration of all participants attending each course on a daily basis and supply this to the CAA.

g. Quality Assurance

The tenderer shall put in place sufficient course management and quality controls to ensure that the objectives of the contract are fully met and that a consistently high level of quality is delivered at all times. In particular, the quality of the course delivery (by the relevant trainers) and training material shall be maintained (including through regular review, update and training for the trainers).

The tenderer shall ensure, throughout the duration of the contract that all trainers and training material are kept up to date in line with any developments and/or changes on regulation, procedure, technology etc. Furthermore, the tenderer shall ensure the continual professional development of all trainers and the maintenance and expansion of subject knowledge held.

A nominated point of contact, familiar with the contractual conditions, shall be appointed by the contractor to coordinate the execution of the tasks. Any specific arrangements between the parties shall be agreed upon by email or otherwise in writing.

h. Course Timetable/Duration

The duration of 1 training/course day shall be defined as at least 6 hours per day (1 hour = 60 minutes), not including lunch and coffee breaks and typically running from 09:00 to 16:00 unless

otherwise agreed in writing.

The CAA has determined the duration for each course, as specified in Annex XII to these specifications.

i. Number of Participants

Since internal needs for particular courses may vary considerably it is not possible for CAA, at this stage, to accurately anticipate the exact number of participants per course or the frequency of each course; however, you can expect that the number of participants will be typically between 15 and 20.

2.4 Description of the Contract

The Contract is a legal agreement between two parties - in this case, CAA and the Contractor. It contains, inter alia, a description of the scope of services requested by the CAA, methodology, timing and fees to be respected by the Contractor.

NB: No legal or financial commitment exists on behalf of either party until the Contract is signed by both parties.

2.4.1 Volume & Duration of the contract

The CAA has determined the **maximum price** for each lot/course (see Annex XII) – offers should therefore be submitted within these maximums, any offers exceeding these amounts shall be rejected.

2.4.2 Implementation of the framework contract

Within seven days of the Contract being sent by the CAA to the Contractor, the CAA shall receive it back, duly signed and dated. The period allowed for the execution of the tasks shall start to run on the date the Contractor signs the Contract, unless a different date is indicated therein.

2.4.3 Cancellations

On the part of the CAA:

Please note that the CAA reserves the right to alter timings or cancel courses without reason so long as serving the contractor four weeks' prior notification. The CAA agrees to reimburse travel cancellation fees resulting from postponement or cancellation of courses made (on or as a result of an CAA's request) less than four weeks before the course start, subject to the presentation of the original invoice arising from the change/cancellation and to the contractor's best efforts to mitigate costs and losses.

On the part of the Contractor:

Please also note that in the case that the contractor cancels the training, without serving four weeks prior notification to the course start date, they shall be liable for any costs incurred due to the course cancellation e.g. non-refundable travel expenses of external course participants.

2.4.4 Payment Formalities

The request for payment of the balance for each specific lot shall be in line with the conditions described in article I.5 of the Contract, Annex I to these tender specifications.

3 Exclusion and selection criteria

3.1 Exclusion criteria

Participation in this tender is only open to tenderers who are not in any of the situations listed below:

- a) bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
- c) have been guilty of grave professional misconduct proven by any means which the CAA can justify;
- d) have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or those of the country where the contract is to be performed;
- e) have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the CAA's financial interests;
- f) following another procurement procedure or grant award procedure financed by the Government of Maldives, they have been declared to be in a serious breach of contract for failure to comply with their contractual obligations.

In addition to the above, contracts may not be awarded to tenderers who, during the procurement procedure:

- are subject to a conflict of interest;
- are guilty of misrepresentation in supplying the information required by the CAA as a condition of participation in the contract procedure or fail to supply this information.

Means of proof required:

Tenderers shall provide a declaration on their honour (see model in **Annex IV**), duly signed and dated, stating that they are not in any of the situations referred to above.

Nota bene 2: As indicated in section 1.14 tenderers shall provide, together with their offer, a duly signed and dated statement of acceptance (in the form provided in **Annex IX**).

3.2 Selection Criteria

Tenderers must submit evidence of their legal, economic, financial, technical and professional capacity to perform the contract.

3.2.1 Legal Capacity

Requirement

Tenderers (including any proposed sub-contractors) are asked to prove that they are authorised to perform the contract under the national law as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

Evidence required

Tenderers (including any proposed sub-contractors) shall provide a duly filled in and signed **Legal Entity Form** (see **Annex V**) **accompanied by the documents** requested therein.

3.2.2 Economic & Financial Capacity**Requirement**

The tenderer must be in a stable financial position and have the economic and financial capacity to perform the contract;

3.2.3 Technical and Professional Capacity**Requirement**

- a) Suitability of the organisation and staffing structure available for the activities covered by the terms of reference;
- b) The tenderer must have recent experience (within the last five years) providing similar services and activities as described in the terms of reference;
- c) At least 1 trainer possessing the appropriate training skills, technical expertise and language competency in order to be able to deliver the services described in this call for tender (see also section 2.3(e) for further information);
- d) The tenderer shall in no way be subject to conflict of interests concerning the implementation of the contract.

Evidence required

The following documents and information must be presented as evidence of compliance with the technical and professional requirements;

- a) Details of the structure of the organisation;
- b) Any accreditations and/or relevant approvals/certifications (for information);
- c) Proof of membership in any relevant professional organisations/associations (for information).
- d) The tenderer must include in the tender a list of principal services provided in the last five years including a description of the services delivered, dates, value of the contracts, language and with an indication of the target audience to whom such services have been provided (i.e. aviation industry staff, members of national aviation authorities, etc.);
- e) The CVs of all proposed trainers shall indicate all relevant educational and professional qualifications, work experience and linguistic qualifications/levels;

4 Award of the Contract

Only the tenderers meeting the requirements of the exclusion and selection criteria will have their tender evaluated in terms of quality and (potentially) price. The contract shall be awarded to the tenderer submitting the admissible tender offering the best-value-for- money (best quality-price ratio).

4.1 Technical Evaluation

The quality of technical offers reaching this stage will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid below:

NO	CRITERIA	MAX POINTS	AWARDS SCORE
1	Syllabus and Contents: <ul style="list-style-type: none"> ➤ Completeness & accuracy ➤ Level of detail ➤ Adherence to subject guidelines ➤ Adequacy of learning objectives ➤ Regulatory framework/environment referred to in the syllabus against learning objectives ➤ Availability & quality/relevance of case studies 	50	
2	Methodology, Quality & Continuity: Understanding of the ToRs, approach to contract implementation, proposed course management & quality assurance methodology and availability of trainers.	50	
	TOTAL	100	

Interviews: Tender evaluation is not expected to include any interviews.

4.2 Technical Proposal

The assessment of technical quality will be based on the ability to meet the purpose of the contract as described in the terms of reference. To this end, the technical proposal shall contain the following information to allow evaluation of the tender according to the technical criteria mentioned above:

- **Full title** of the course;
- **Detailed syllabus** of the course, based on the subject guidelines provided in Annex XII including the regulatory framework/environment regional/national/EU/ICAO/etc. on which it is based as well as a brief description of the expected learning objectives of the course.

Please note that subject guidelines provided for each of the courses (lots) in Annex XII are purely indicative and not exhaustive. They are given as a reference (guide) to the nature of the training courses to be delivered – based on which you are expected to submit a detailed syllabus as described above.

- Description of relevant **case studies** to be presented as part of the course;
- **Course duration** (in line with that indicated in Annex XII);
- If more than one trainer is involved in a single course delivery, the detailed syllabus of the course shall specify **which trainer** is in charge of each proposed topic/section;
- Methodology and description of how the contract shall be organised and implemented including ensuring the **availability of the trainers** and **proposed course management and quality assurance procedures**.
- In addition to the above the tenderer must provide the information concerning sub- contracting as requested in section I.5.

4.3 Technical Quality Threshold

Only tenders scoring 75 points or more (of a maximum of 100 points) against the technical award criteria will have their financial proposal evaluated

4.4 Financial Evaluation

Where a maximum budget is mentioned in these tender specifications, any tenderer submitting a financial proposal exceeding this budget will be rejected. The financial evaluation will be made on the basis of the price offered in the model financial offer (Annex II) and the following formula:

$$\text{Financial score for tender Y} = 100 * (\text{cheapest price of all bidders} / \text{price for tender Y})$$

4.5 Financial Proposal

- The financial proposal should be presented in the format provided in Annex II - prices shall be determined and quoted as a flat fee - per course - regardless of the number of participants (typically 10 to 15).
- Prices must be quoted in USD and include ALL expenses necessary to perform the contract i.e. price shall also include all related travel, subsistence and accommodation costs for the trainer(s) involved. Reimbursements under Article II.7 of the draft contract are hereby expressly excluded.
- The price quoted is fixed and shall be subject to NO revision.
- Costs incurred in preparing and submitting tenders are borne by the tenderer and shall not be reimbursed.

4.6 Choice of the selected tender

The most economically advantageous tender is established by weighing technical quality against price on a 60/40 (quality/price) basis. The consolidated score for each tenderer will be calculated as follows:

$$\text{Consolidated score} = \text{Technical score} * 0.60 + \text{Financial score} * 0.40$$