



**GOVERNMENT OF MALDIVES**  
**INVEST MALDIVES, MINISTRY OF ECONOMIC DEVELOPMENT**

**THE OUTSOURCING OF THE ESTABLISHMENT AND  
MANAGEMENT OF  
HITADHOO REGIONAL HOSPITAL (HRH)**

**THROUGH PUBLIC PRIVATE PARTERSHIP  
in the MALDIVES**

**REQUEST FOR PROPOSAL  
DOCUMENT**

**7<sup>th</sup> February 2010**

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### **List of Acronyms**

Document	Information Memorandum and Request for Proposal Document
EOI	Expression of Interest
FDI	Foreign Direct Investment
GoM	Government of Maldives
HLC	High Level Committee
MED	Ministry of Economic Development
MoHF	Ministry of Health & Family
PPP	Public Private Partnership
TC	Technical Committee
HRH	Hithadhoo Regional Hospital

**Exchange Rate = 1 US\$ = Rf12.85**

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**CHAPTER 1: INTRODUCTION AND OVERVIEW**

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## **CHAPTER 1: Part 1: INTRODUCTION AND OVERVIEW**

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### **1.1. Background**

Fast economic growth, increased health knowledge, coupled with a long history of and reverence for health care, has led to the emergence of strong demand and unmet expectations from patients and the general community. Further, to improve the quality of health care in the main public hospitals in the country, community leaders/representatives are prompting the Government to embark Public Private Partnerships to improve the quality of secondary and tertiary level health care services in Maldives.

In this initiative, the Ministry of Health and Family will form Public Private Partnerships with private parties to:

1. Manage existing health care services provided at HRH
2. Expand service portfolio as a private investment (refer to section 1.9)

An Interested Party should take professional advice on all matters relating to the rights and obligations attaching to the Proposal Process, and the Documents.

### **1.2. Invitation to submit a Request for Proposal (RFP) and Information Memorandum**

GoM invites Proposals from parties that demonstrates the health services management and financial capability to successfully take part in the PPP initiative for the Health Sector in the Maldives in accordance with the Procedures, Terms and Conditions and Requirements set out in the Information Memorandum and Request for Proposal Document (the "Document") which contains information on the Proposal Process.

#### **1.2.1. Scope of Proposal**

- a. Invest Maldives on behalf of GoM (The Client) invites proposals from investors to enter into Public Private Partnerships, to manage the existing services and facilities (under a fixed management fee), to design and develop new services and infrastructure, and provide ancillary services in the Health sector, in an efficient manner to enhance the Health services experience in the Maldives.
- b. This RFP is designed to accommodate a wide range of proposals for the provision of the mentioned services. The Client desires to encourage creativity and proposal diversity with respect to modes of delivery of services, technologies, sizing, pricing structure and maximizing net social benefits. It is conceivable that the Proponent's proposal may offer unique attributes that has not been explicitly considered by the GOM. In this

instance GOM will work with the Proponent to understand, and if possible accommodate the unique features of a particular Proposal under the terms and conditions of good governance and due processes outlined in this Document.

- c. Invest Maldives is a Department of the Ministry of Economic Development and represents the Government of Maldives. Invest Maldives represents the Client during the process to find a Public Private Partner.

#### 1.2.2. Eligibility to submit a Proposal

- a. Each proponent (including all members of a joint venture), if a foreign company, shall be registered as a foreign company doing business in the Maldives under the **Companies Act of the Republic of Maldives if selected as the preferred party**. A statement to this effect signed by the legally authorized signatories must be submitted.
- b. Proponents shall provide such evidence of their continued eligibility to the satisfaction of the Client as the Client shall reasonably request.
- c. A Proponent shall not have a conflict of interest as provided for in Sub-Clause 1.2.3.

#### 1.2.3. Conflict of Interest

- a. The Government of Maldives considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under the Government of Maldives Anti-Corruption principals.
- b. In pursuance of Government of Maldives, Anti-corruption principals it is required that the proponents, suppliers, and contractors, observe the highest standard of ethics. Government of Maldives will take appropriate actions, which include not awarding the contract, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all proponents found to have a conflict of interest shall be disqualified. A proponent may be considered to be in a conflict of interest with one or more parties in this process if, including but not limited to:
  - i. they have controlling partners in common; or
  - ii. they receive or have received any direct or indirect subsidy from any of them; or

- iii. they have the same legal representative for purposes of this proposal; or
- iv. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the proposal of another proponent, or influence the decisions of the Client regarding this process; or
- v. A proponent participates in more than one proposal in this process. Participation by a proponent in more than one proposal will result in the disqualification of all proposals in which the party is involved, or
- vi. A proponent or any of its affiliates participated as a consultant in the preparation of the documents that are the subject of the proposal.

#### **1.2.4. Cost of Preparing Proposals**

The proponent shall bear the costs associated with the preparation and submission of his Proposal and the Client shall not be liable or responsible for those costs.

#### **1.2.5. Due Diligence Investigation and Inspection**

- a. The Proponent is advised to visit and examine the Sites and its surroundings and obtain for themselves on their own responsibility all information that may be required for the preparations of the proposals and entering into a Contract. The costs of visiting the sites shall be at the Proponent's own expense. Prior to visiting the site the proponent should contact the Client.
- b. Along with the RFP and Information Memorandum the Client shall provide a letter of authority to the Parties to meet with the relevant and required stake holders in order to expedite the process.
- c. The Client agrees to provide all reasonable assistance to the proponent in their due diligence, including liaising with the relevant ministries, setting up meetings, and providing general information on both

### **1.3. Proposal Process: Implementation and Decision-Making**

This PPP programme is carried out by the office of Invest Maldives with the Ministry of Economic Development (MED).

Two separate teams: High Level Committee ("HLC"), representing the GoM to carry out the Decision making process, and Technical Committee("TC"), appointed by the Ministry of Economic Development (MED), are involved in the proposal evaluation process. The Technical Committee shall examine and evaluate the proposals and prepare reports of

their findings and view; for submission to the High Level Committee. They then decide whether the outcome of the Proposal Process is acceptable and advise the GoM to proceed with the signing of the agreements.

#### **1.4. Fairness and High Standards Required**

An Interested Party and persons connected with the Interested Party are expected to act in a manner that supports the credibility of the programme. An Interested Party is obliged to immediately report to the Client any effort of which it becomes aware that could undermine the fairness and credibility of the Proposal Process.

Where there is reasonable ground for suspecting that a person fails to comply with the procedures, terms and conditions and other requirements of the Proposal Process, MED shall have absolute discretion to disqualify the Proposal with which the person is associated with, from the Proposal Process, and exclude disqualified parties from participation in future GoM privatisation transactions.

Disqualification is without prejudice to any other rights or remedies available to GoM.

The GoM's Anti-corruption Policy requires all parties that submit a Proposal to observe the highest standard of ethics during the Proposal process and execution of such agreements.

In pursuance of this policy, the GoM:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

- (b) Will reject a proposal for award if it determines that the party that submitted the Proposal has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the project;
- (c) On the evidence of corrupt or fraudulent practices by any party in the selection or the execution of the agreement, GoM will take appropriate action to rescind or cancel the agreement.
- (d) Will declare a party that submitted the Proposal ineligible, either indefinitely or for a stated period of time, to be awarded a GoM contract if it at any time determines that the party that submitted the Proposal has engaged in corrupt or fraudulent practices.

### **1.5. Objectives of the Proposal Process**

The Proposal Process should achieve the following aims:

- a. Optimize the strengths and skills of the private health sector, to ensure appropriate transfer of risk to the private sector and to maximize the flexibility for Proponents to produce innovative health and commercial solutions;
- b. Maintain high standard health services and facilities, to ensure the appropriate operating environment through Public Private Partnerships to facilitate quality, affordable, cost efficient and innovative health service delivery, to integrate quality life cycle maintenance and facilities management principles into the management of the institutions and to accommodate Family's (where appropriate) and Citizens groups, the wider community and third party use of the Project Institutions;
- c. Establish an effective, long term, sustainable partnership between the Ministry of Health and Family(MoHF) and the Private Partner which: recognizes the social context in which the project will be delivered and enhance the MoHF's ability to deliver its core health functions and promotes innovation in all respects of the Project, within the Operational Guidelines that will be drawn up by the MoHF in collaboration with the Successful Proponent(s);

## CHAPTER 1: Part 2: Public Private Partnership in Health

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### 1.6. Project Background

Currently, the Ministry of Health and Family is the largest provider of health care services in the Maldives. It has a total of 20 public hospitals and 174 Health Centres.

With the change in the government in 2008, there is a policy shift in MOHF mandates away from health service provision to policy formulation and regulation. Instead, the emphasis is on increasing partnership between private sector, with the advantage of getting expertise from both public & private sectors.

The **Policy on Public Private Partnerships in Health** of the Government of Maldives is to set up regulation that reduces the risk to the public administration budget and facilitates the achievement of the Government of Maldives' mission to "provide affordable and quality health care for all" through a world class, health care system by improving the quality of health services; establishing better connections between islands and high quality regional centers; assuring health care training opportunities to Maldivians; reducing the costs of health care; setting up an inclusive health insurance system; and inviting private investment in health.

### 1.7. Scope

The MoHF has identified a need for forming a Public Private Partnership in the delivery of existing health services and expansion of service portfolio of HRH, the main hospital in South Province of Maldives.

This Project, which seeks to fulfill that need, will ensure the following:

- a) That high quality, safe, patient-centered comprehensive health care is provided to population
- b) Those health demands of Maldivians & foreigners (including tourists) are met.
- c) The services provided are affordable and equitable without discrimination with respect to age, gender, disability race or nationality;
- d) That the Private Partner is accountable to the MoHF for meeting minimum national health regulations/standards and safety and quality of health care provided to patients while at HRH;
- e) That HRHs resources are utilized to its maximum capacity and managed efficiently, effectively and transparently;
- f) That the Private Partner, when necessary, invests in b development and expanding service portfolio
- g) Building maintenance-The Private Partner must conduct reactive and programmed maintenance to ensure that the assets are maintained in a scheduled manner for ongoing effective and safe health care service delivery.

- h) That all services comply with ISO standards within 5 years and with comply with the relevant Joint Commission International (JCI) or similar accreditation standards within eight (8) years of signing the contract.
- i) That HRH follow government & MOHF policies & protocols in national emergencies & disasters and act as the main referral institution in South Province for all such instances.
- j) That HRH act as a practical training institution for health sector professionals trained through the Faculty of Health Sciences and the MoHF.
- k) That HRH participate in the National Health Insurance Scheme, national Emergency Medical Services and national telemedicine initiatives
- l) That local staff are provided training & development opportunities
- m) That HRH be developed as the main trauma centre of excellence in the country.
- n) That there is an increase/annum in the number of patient episodes of care

### 1.8. Project Objectives

GoM seeks to optimize the strengths and skills of the private health sector, to ensure appropriate transfer of risk to the private sector, securing better 'value for money' in the context of payments through a social health insurance scheme, and to maximize the flexibility for Proponents to produce innovative health care solutions.

The key objective of the PPP model of health care provision is to leverage the resources of the State to invite private participation in health service delivery, expansion and maintenance of health infrastructure; extending the reach of quality services; encouraging innovation and introduction of new technology for the efficient delivery of health care services.

The MoHF seeks to fulfill the following key Objectives with this initiative:

#### *a. Facilities*

- i. To maintain high standard, safe patient centered care at HRH
- ii. Ensure the appropriate operating environment through Public Private Partnerships to facilitate quality, cost efficient and innovative health service delivery.
- iii. Integrate continuous quality principles & achieve international accreditations in HRH operations, maintenance and facilities management.
- iv. To meet MOHFs national policies/strategic directions, national emergency/disaster initiatives and accommodate patients, relatives (where appropriate) and the wider community and third party use of HRH.

#### *b. Health Partnership*

- i. To establish an effective, long term, sustainable partnership between the MoHF and the Private Partner which:
- ii. Recognizes the health context in which the project will be delivered and enhance the MoHF's ability to deliver its core health functions;

- iii. Assures delivery of affordable health services by establishing equitable health care financing mechanism;
- iv. Promotes innovation in all respects of the Project, within the Operational Guidelines that will be drawn up by the MoHF in collaboration with the Successful Proponent.

*c. Value for Money*

To procure the project at a cost and quality that delivers an affordable value for money solution for the MoHF.

*d. Personnel*

It is the sole responsibility and prerogative of the proponent to manage all human resource issues related to the management/operation of HRH in accordance with the corporate governance rules outlined in the proposal. The proponent should keep all existing HRH staff in employment for minimum three months and after this period, according to the national employment law conduct the necessary due diligence on the existing personnel of HRH, and inform the Client of **ONLY** any staff with a government service bond they wish to make redundant so as to enable the Client to take necessary steps towards finding these staff alternative employment within the bond period.

*e. Risk Allocation*

The Project will achieve appropriate and efficient risk allocation between the MoHF and the Private Partner.

*f. Timelines*

The project duration is of 10(ten) years. The timelines for project components are drawn in order to secure the delivery of the project in a timely fashion, in accordance with required delivery dates and deadlines set by the MoHF. The proponent is required to submit an expected timelines that highlights achievements of major project milestones.

*g. Stakeholders*

There are other stakeholders besides the MoHF and the Private Partner. They include:

- i. Centre for Community Health and Disease Control
- ii. Maldives Food and Drug Authority
- iii. Professional Councils and Boards (such as Medical council, Nursing Council and Health Sciences Board)
- iv. Health Services Corporations
- v. National Social Protection Agency/NSPA
- vi. National Disaster Management Centre /NDMC
- vii. Civil Service Commission of the Maldives;
- viii. Provincial Offices and Health & Family Advisory Boards;
- ix. Patients, relatives/caretakers and legal guardians;

- x. Other government ministries and their institutions
- xi. Private health service providers
- xii. Community groups, NGOs and Community based organizations
- xiii. HRH boards and Joint committee (refer to details in section 7.3 of this document)

*h. HRH Board For Public Private Partnership*

With the initiation of the PPP agreement between GoM and successful proponent, the existing HRH management board will be replaced by another HRH board. This board will endorse all the major decisions, ensure accountability of HRH management and provide strategic directions for management of HRH. Board is composed of total seven members, with majority representatives from the GoM (i.e. 3 members from private proponent and 4 members from GoM).

## 1.9. Project Components

This PPP project comprises of the following subprojects. **Details as outlined in Chapter 3 must be submitted in the proposal for each of the following components below.** For this project, the GoM proposes a private public partnership model, whereby the GoM's contribution is the existing hospital assets, building and human resources at HRH and the Private Partner is responsible for the operation and management of existing services as well as further investments and development of the services portfolio. More detail on these project components are given below.

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### **Category A: Management of Existing Services Portfolio**

Details of current facilities, student enrollment, staffing structure and budgeting operations, for these facilities shall be provided upon written request by an interested party.

### **Management of HRH in Hithadhoo**

The partner will manage the existing services at HRH for a fixed annual management fee. The partner would be required to bring improvements to patient care through application of innovative, patient centered comprehensive health care in delivering existing health services in HRH, investing in innovative health/medical solutions, and improvement to facility, capacity building of local staff and developing the service portfolio.

All expenses regarding the maintenance of the hospital, including staffing and employment shall be borne by the proponent using the management fee and any revenues generated by the services of the hospital.

All existing assets including infrastructure, human resources will be transferred to the successful private partner upon signing of this PPP agreement. **All current staff should be kept employed for initial 3 months and after this period,** in accordance with the

employment law, the proponent should carry out the necessary due diligence on the existing personnel of HRH. However, if the staff has a government service bond then the proponent should inform the Client of any such staff they wish to make redundant so as to enable the Client to take necessary steps towards finding these staff alternative employment within the bond period.

The partner may introduce fee structures to provide quality care. The proponent should initially communicate with MOHF the fee structures for hospital services as well as any changes to fee structure (including new service developments) & get concurrence from government on the fee structure, to ensure affordability of services by all segments of population. Being one of the main hospitals in the country, the partner should also participate in the national health insurance scheme.

Further, initial business plans should also be communicated with MOHF and be in line with the national health policies/strategies.

Proponent would be required to meet the following requirements:

- (a) Comply with the national health facility regulations & standards at all times.
- (b) All services should comply with the relevant ISO standards within 5 years.
- (c) All services should comply with the relevant Joint Commission International (JCI) or similar accreditation standards within the contract period.
- (d) Comply with the changing Service standards as specified by the Board for hospital (under Public Private Partnership).
- (e) Comply with all requirements of law from time to time applicable to the provision of the Services and the business and operations of the Service Provider
- (f) Shall provide all existing services (Refer to section 7) and the specialty areas of services (Refer to section 7).
- (g) Should be able to use HRH as a practical training institution for health sector professionals trained through the Faculty of Health Sciences training institution and the MoHF.
- (h) Should participate in the National Health Insurance Scheme.
- (i) Should participate in the national health initiatives including public health programmes and telemedicine initiatives.
- (j) Should provide training & development opportunities of local staff as per the Human Resources plan specified by the Board for HRH (to be established under the Public Private Partnership/PPP).
- (k) To increase the employment of locals per annum in the medical, nursing, allied and other health professionals as well as administrative and support staff.

- (l) Annual increase in the number of episodes of care.
- (m) Should identify an essential set of key performance indicators/KPIs and total quality improvement mechanism and get approval by the Board for HRH (to be established under PPP)
- (n) Should meet all national protocols & reporting requirements.
- (o) Should participate in the national Emergency Medical Services (EMS)
- (p) Should follow government & MOHF policies & protocols in national emergencies & disasters and act as the main regional/province/atoll referral institution for all such instances.
- (q) Should submit an annual external management audit to the Board for HRH (to be established under PPP)
- (r) Should submit a report of all investments, changes in the financial assets, service changes and fee changes every 3 months to Auditors General Office and the Ministry of Health & Family. In addition, the proponent should also submit the human resources development plans (specifically locals) and initiatives on an annual basis to the Ministry of Health & Family.
- (s) Should publicise annual reports to the requirement of the Board of Governance. It should include but not be limited to the following
  - a. financial statements,
  - b. service & diseases statistics (including mortality & morbidity data)
  - c. new developments

**Category B: Expansion of Services Portfolio**

In expanding the service portfolio, the developments specified below in B1 and B2 should be prioritized. The development/service expansion plans (including fee structure) should be communicated with MOHF and be in line with the national health and investment policies.

**B1: Development and Operationalisation of a specialized trauma treatment unit**

The investor is requested to provide all necessary details as outlined in the Proposal Structure outlined in Chapter 3 for the Development and operation of specialized **Trauma Centre at HRH within 5 years** of signing of contract for hospital outsourcing. **At a minimum this centre of excellence should provide:**

- a. Adequate protected Operation Theatre time for managing orthopedic injuries and trauma patients on an urgent, semi-urgent and elective basis, in addition to the management of “emergent” procedures.

- b. There should be a defined mechanism and protocol for providing additional staff for a second operating room when the first operating room is occupied.
- c. There should be a “No bumping” policy of orthopedic trauma cases for other cases except for other orthopedic trauma cases (schedule rearrangement) or life threatening emergencies.
- d. There should be dedicated ortho trauma Operation Theatre staff teams 2 out of 3 shifts (trained staff that understand equipment and procedures on days and evenings)
- e. There must be availability of modern x-ray equipment (including fluoroscopic equipment) with dedicated Operating Room/OR radiology technician(s).
- f. There must be a radiolucent O.R. table(s) acceptable to the orthopedic trauma unit in charge personnel.
- g. There must be a Fracture table acceptable to the Orthopedic trauma unit in charge personnel.
- h. There should be adequate equipment and implant storage near the orthopedic trauma room.
- i. MRI/CT, must be in house. Radiologist consultation should be available at least locally, if not in house, 24/7/365.
- j. Physiotherapy and rehabilitation services
- k. Fully fledged trauma unit including operation theatres/rooms, including the following equipments at a minimum:
  - Long bone intramedullary nailing system
  - Ex fix system (mini, small, large, pelvic)
  - Plating system (mini, small, large, locked, and standard)
  - Hip fracture fixation system (plates, and nails)
  - Hemiarthroplasty systems for hip and shoulder
  - Pelvic and acetabular system
  - Femoral distractors
  - Cannulated screw sets (large, small)
  - Power drills, saws, burrs, reamers
  - Bone reduction clamps system
  - Midas Rex type high speed drill/cutting tool system
  - Screw removal sets
  - Arthroscopy system

- i. Following specialist services
  - Vascular & micro-vascular surgery
  - General surgery/orthopedic surgery
  - Neurosurgery
  - Spine surgery
- m. Medical specialists available to consult (locally or tele-health) on infectious disease, cardiac, pulmonary, dermatologic, psychiatric, should be available at least via tele-health, if not in house, 24/7/365.
  - Modern musculoskeletal trauma care
  - Emergency trauma care (for example, open fracture debridement and stabilization and compartment decompression -24/7 - mandatory)

**B2: Development of renal/kidney treatment unit to provide Dialysis Services**

The Private Proponent is requested to provide all necessary details as outlined in the Proposal Structure outlined in Chapter 3 for the Development of kidney/renal treatment unit to provide Dialysis services at HRH within 3 years of signing of contract for hospital outsourcing.

**B3: Development of Additional services**

The investor can invest in developing additional services including innovative health/medical solutions to achieve a competitive business advantage. Some of the areas which have been identified by MOHF for future development include:

- Mental health services
- Special clinics/departments to manage non communicable diseases and reproductive health services.
- Day surgery services
- Community nursing services

### 1.10. Project Outcomes

The is to be used as a minimum criteria by successful proponent for internal monitoring and by Client after every 2 years to review performance of the Private Partner are given below. Amendments to the criteria will be made after 5 years and communicated with the Private Partner.

#### **Outcome 1- \*Population receives timely comprehensive health care services**

- Target 1: 95% of children fully immunized with all National EPI vaccines
- Target 2: Maintain the baby friendly status of hospital
- Target 3: All pregnancies are attended by skilled professionals as defined in the Skilled Birth Attendant Policy of Ministry of Health and Family
- Target 4: All cases presenting with notifiable diseases of public health concern receive care as per national protocols
- Target 5: Ambulance services received with in 10min of call within the island
- Target 6: Emergency referral cases from other islands receive Emergency care within 5 minutes of arrival at the hospital
- Target 7: Specialist outpatient consultations waiting time is not more than 36hrs
- Target 8: Non emergency inpatient care waiting time is not more than 14days
- Target 9: Inpatients are assured of patient safety by adherence to national infection control policy standards and clinical treatment protocols
- Target 10: Mental health outpatient care waiting time is not more than 24 hours.
- Target 11: Annual increase in the number of episodes for services provided.

#### **Outcome 2 - \*Population seeking care have confidence in safety and quality of health services**

- Target 1: Incidence of MRSA infection monitored and maintained within internationally accepted infection control standards.
- Target 2: Incidence of Clostridium difficile monitored and maintained within internationally accepted infection control standards.
- Target 3: Incidence of Hepatitis B and C is monitored and maintained to less than 0.01%
- Target 3: Public have access to quality and safety audit reports
- Target 4: Treatment and care provided are inline with national treatment guidelines or in the absence of national guidelines, internationally accepted clinical guidelines such as JCI guidelines
- Target 5: Accreditation status of the health care facility is maintained
- Target 6: All health care professionals providing patient care services are qualified and have valid professional practice registration & license from relevant national bodies

- Target 7: Medication error reporting mechanism in place in line with national medication practice standards and analyzed annual report accessible.
- Target 8: Contingency for utility failure (electricity, lighting, water supply & gases) and fire hazards is in place and operational
- Target 9: Health care waste removed from the health facility is segregated and appropriately labeled in line with national health care waste management standard
- Target 10: Building and equipments' preventive maintenance up to date records available

**Outcome 3 - \*Population morbidity and mortality is lower than national average.**

- Target 1: Neonatal mortality rate
- Target 2: Infant mortality rate.
- Target 3: Newborn babies with birth weight less than 2.5kg
- Target 4: Maternal mortality rate is lower than national target.
- Target 5: CVD mortality rate of persons below 75 years of age
- Target 6: Dengue mortality rate.
- Target 7: Pneumonia mortality rate.
- Target 8: Prevalence of chronic renal failure.
- Target 9: Incidence of measles and rubella
- Target 10: Incidence of epilepsy (National averages are published by Ministry of Health and Family annually)

**Outcome 4- Health service management is transparent and efficient**

- Target 1: Forum for providing patients views are held annually to inform changes to management procedures and policies
- Target 2: All reporting requirement to relevant institutions are completed and made on time.
- Target 3: Hospital management procedures are documented and up to date
- Target 4: Annual external audit report is available to public
- Target 5: Patients are aware of procedure for lodging complaints and complained responded to in 10 days.
- Target 6: Integrated medical record for each patient is available and accessed only by authorized persons
- Target 7: All employees visible identification to inform patient of his employment position at the facility
- Target 8: Patients are aware of the procedures in place to ensure children and vulnerable patients are protected from abuse

- Target 9: Evidence of maintenance is visible to patients in terms of servicing charts
- Target 10: Patients and employees are aware of mechanism for dispute resolution for medicolegal cases
- Target 11: 4% increase in local employees in service at hospital (at end of each monitoring period)
- Target 12: 3 – 5 % of total hospital budget spent on training and capacity building of local employees (at end of each monitoring period)

**Outcome 5- Additional specialized services are available and accessible in the country**

- Target 1: Emergency paramedic services
- Target 2: Consultations through telemedicine
- Target 3: CT scans and MRI services
- Target 4: Neurological surgeries;
- Target 5: Dialysis services for Chronic Renal Failure patients within 3 years of signing contract
- Target 6: Advanced Orthopedic services within 5 years of signing contract

\* Note: Population in this section refers to the population in South Province (Seenu and Gnaviyani Atoll).

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## **CHAPTER 2: PROPOSAL SUBMISSION PROCEDURES**

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## CHAPTER 2: PROPOSAL SUBMISSION PROCEDURES

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This Part of the Document describes the manner and method of submission. A Proposal must strictly comply with these obligatory requirements and failing to do so may result in elimination.

### 2.1. Structure and Format of Proposals

- a) All Proposals must be prepared and submitted in accordance with the provisions of these Guidelines and Instructions for the Preparation of Proposals for Public Private Partnerships in Health services (the “Guidelines”). The Evaluation Committee may disqualify a party that submitted that does not adhere to these guidelines.
- b) All Proposals shall be submitted in a single volume, provided that annexes may be submitted separately in a second volume if necessary. Proposal submissions must not exceed 250 pages exclusive of the following exceptions:

- Declaration of Adherence
- Proposal submission table of contents (Annex B)
- Audited financial statements
- Bank statements
- Service Delivery specifications for the PPP in Health
- Annual reports of last three years (2005-2008) where applicable
- Information brochures

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\*Note: These reports **should be** submitted with the proposal as annexes.

- c) Proposals must be printed on single-sided, white A4 paper and use either Arial or Times New Roman 11 point font. Large spreadsheets may be printed on A3 paper provided that they are folded to fit in the A4 Proposal binder. A readable CD ROM containing the full Proposal document either in PDF or Microsoft Word must also be included with the printed submission.
- d) The first document that appears in each Proposal shall be the Declaration of Adherence, which shall be submitted in the form set out in Chapter 4, Clause 4.1 and 4.2., subject only to completion of the information that is currently blank. The Declaration of Adherence requires that, among other things, the party who submitted the Proposal agrees to the terms and conditions set forth in the Guidelines and must be signed by an officer of the company submitting the proposal or an officer of one of the companies forming the consortium/joint venture who is submitting the proposal.

## 2.2. Stages in the Proposal Process

To be eligible for evaluation, a Proposal must strictly comply with the Procedures, Terms and Conditions and Requirements set out here.

The stages of the Proposal Process are as follows:

### a) *Due Diligence Investigation and Inspection*

MED provides the Interested Party with the Document and additional material (together the “Documents”) and a letter of introduction to provide assistance in arranging meetings with MoHF and key stakeholders and visit the sites and facilities.

### b) *Enquiries*

- i. It is the sole responsibility of the Interested Party to obtain clarification on any matter relating to the Proposal Process or Public Private Partnership in Health initiative in the Maldives. All enquiries, or issues concerning the PPP in HHealth, should be submitted in writing by e-mail to:

Contact Person:

*Fathimath Niuma  
Deputy Under Secretary  
Technical Team*

Postal Address:

*Invest Maldives, Ministry of Economic Development,  
1<sup>st</sup> Floor Invest Maldives Building  
Boduthakurufaanu Magu,  
Male’, 20095, Republic of Maldives  
Tel : (+960) 332 4767, 333 3190  
Fax : (+960) 332 2528  
e-mail: [fathimath.niuma@trade.gov.mv](mailto:fathimath.niuma@trade.gov.mv); and  
copy to: [im@trade.gov.mv](mailto:im@trade.gov.mv)*

- ii. Any questions regarding these Guidelines should be submitted electronically or delivered by mail in the English language and should be signed by a duly authorized representative of the Proponent. The authorized representative signature may be scanned and affixed to the email or a signed letter in PDF format may be submitted for the purpose of providing the required signature. In the case of scanned signatures, “MED” reserves the right to request original signatures at any time. “MED” will accept questions from only one designated representative per proponent. Questions should be sent via e-mail to the above e-mail.
- iii. Proponents are encouraged to submit questions and requests for clarification from 07th February 2010 to 28<sup>th</sup> February 2010. Questions must be submitted no later than 15:00 hours Maldivian time on or before 28<sup>th</sup> February 2010 or they will not be considered. “MED” shall respond to the queries within 3 (three) working days from the date of submission of the question.
- iv. Responses to significant enquiries will be provided to all Interested Parties to ensure consistency of information but the source of the enquiry will not be revealed.
- v. No communications by e-mail or facsimile regarding the Proposal procedure will be permitted after 28<sup>th</sup> February 2010. Telephone communications or face-to-face meetings will not be permitted with any member of “MED” at any time unless as

otherwise specified in these Guidelines. Failure to comply with this requirement may result in disqualification of a prospective Proponent.

*c) Requirements for Submission of Proposal*

Full details on the requirements and format for the submission of a Proposal are set out in Chapter 4: Procedures Terms and Conditions of the Proposal Process.

HARD (PAPER) COPY OF PROPOSAL

The proponent shall seal the original and each copy of each proposal in an envelope, duly marking the envelopes as "ORIGINAL" and "COPY".

SOFT (CD) COPY OF THE PROPOSAL

CD is that contains the same version as the Hard Copy of the proposal must be submitted.

*e) Date of Closure for Receipt of Proposals*

The Date of Closure for submission of Proposals is 15:00 hours (3pm Maldivian Standard Time, which is GMT + 5 hours) on 15<sup>th</sup> March 2010.

*f) Opening of Proposals*

The opening of the Proposals will take place immediately after the closing time for the receipt of Proposals on the Date of Closure. The date; time and location of for the opening of proposals are specified in Chapter 6, clause 6.1.

*d) Examination of Responsiveness and Compliance of the Proposals*

The Proposals are examined to see that the Proposals are substantially responsive to the objectives of the transaction and in compliance with the procedures, terms and conditions and requirements of the Proposal.

If a Proposal is not substantially responsive or compliant, the entire Proposal is eliminated and no opportunity is given to remedy a defect that makes the Proposal non-responsive.

*e) Evaluation of Proposals*

After examination for compliance, those Proposals that are substantially responsive and in compliance are evaluated. The evaluation is designed to establish the credibility of the Proposal. It will be conducted on the basis of the criteria and weightings set out in the Document.

*f) Disqualification*

If, at any time in the Proposal Process, the Client concludes that there is a breach of the procedures, terms and conditions and requirements set out in the Information Memorandum and Proposal Documents, a Proposal, a Party, or a member of a consortium may be disqualified for that reason alone.

*g) Only Basis for Evaluation is the Contents of the Proposal*

Proponents should be forthright and open in the Proposal submission. Proposals can only be evaluated on the contents of the Proposal. A Proponent should not assume that information in the public domain is available to be evaluated.

Seeking to gain advantage through vague statements or omissions is more likely to lead to elimination than a higher rating in the evaluation.

Submitting a Proposal is not the first step in negotiating an agreement in the Public Private Partnership in Health in the Maldives. There is no scope for revising the Proposal or introducing new material after the Date of Closure.

*h) Parties Should Note*

- i. GoM is not bound to accept any Proposal or to approve any Preferred Proponent.
- ii. GoM reserves the right in their discretion to reject any or all Proposals, in whole or in part, and to cancel or terminate this Proposal Process before or after the Date of Closure or re-issue this invitation or take whatever action it desires with respect to Public Private Partnership in Health services in the Maldives;
- iii. GoM and their advisors will not be liable for any claims, costs, damages or expenses incurred by a Party from the Proposal Process.
- iv. No Proponent may claim a right, title or interest in the Public Private Partnership in Health in the Maldives unless a binding agreement has been executed.

### 2.3. Schedules

Summary Time-Table of Process	Dates
<b>Issue of information memorandum and Proposal Document</b>	07 February 2010
<b>Last date for receipt of written enquiries in relation to the Proposal Process</b>	28 February 2010
<b>Date of Closure for Receipt of Proposals</b>	15 March 2010
<b>Opening of Proposals</b>	15 March 2010
<b>Preliminary Report on assessment of responsiveness and evaluation of Proposals</b>	22 March 2010
<b>Comprehensive report on Proposal process and Proposals received submitted to High Level Committee for decision on acceptability of Proposal received from Preferred Proponent</b>	29 March 2010
<b>HLC Decides on Acceptability of Proposal</b>	01 April 2010
<b>If HLC decides to accept, the agreement(s) is finalised and signed</b>	04 April 2010

## 2.4. Manner of Proposal Submission

### A. Delivery

A Proposal containing a complete set of information in the required format for the project must be delivered to the Invest Maldives, MED on or before the deadline on the Date of Closure being 15:00 hours (3pm Maldivian Standard Time) on 15<sup>th</sup> March 2010.

### B. Address for Delivery

The address to which the Proposal is to be delivered is:

**Invest Maldives**  
Ministry of Economic Development  
**Government of Maldives**  
**1<sup>st</sup> Floor, Invest Maldives Building,**  
**Boduthakurufaanu Magu,**  
**Male', 20095,**  
**Republic of Maldives**

### C. Proposal to be submitted, in sealed envelopes:

4 copies of the Proposal in one envelope with one marked "Original" and 1 soft (CD) copy of the Proposal in the format provided by MED, enclosed in the same envelope.

### D. Packaging and Sealing of Envelope

Each Part of the Proposal should be in a sealed, non-transparent envelope. The envelope should be suited to the contents. No part of the contents should be capable of being removed or read, without breaking or tearing the envelope, or forcing two adhering surfaces apart, or breaking the seal. The form of the seal may be of wax or other material that will make obvious any attempt to tamper with the envelope, or interfere with the contents.

### E. Markings on Envelope

- (a) The sealed envelope with the Proposal shall be marked clearly on the top right corner of the envelope:

*"The Proposal for (title of the submitted sub project) for the Health Project through Public Private Partnership in the Maldives"*

*Do Not Open Before 15:00 hours (3:00 pm) Maldivian Standard Time On 15<sup>th</sup> March 2010; Date Of Closure.*

- (i) Name and Address of Proponent:  
(ii) Name, address, telephone, fax and e-mail address of Contact Person for the Proponent.

## 2.5. Compliance Check List

The checklist is and conforms to the

- i. Table of Contents of the Proposal as specified in Annex B of this document.
- ii. Declaration of Adherence as specified in Section IV of this document.

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**CHAPTER 3: CONTENTS AND FORMAT OF  
THE PROPOSAL**

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## CHAPTER 3: CONTENTS AND FORMAT OF THE PROPOSAL

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This Part of the Document describes the contents to be included and presentation format. A Proposal must strictly comply with these obligatory requirements and failing to do so may result in elimination.

### 3.1. Format of the Proposal

#### 3.1.1. Executive Summary

The executive summary should be not more than fifteen (15) pages in length and should provide a complete but concise summary of the Proponent's response to Clause 3.2. of these Guidelines. This summary should include the following:

- a) The full legal name of the Proponent, the address of its principal executive office and the Proponent's email address, telephone and facsimile numbers.
- b) A summary of the relevant operating, marketing, technical and other experience of the Proponent, its shareholders and the key members of the Proponent's proposed structure management team, and the nature of any commitments or other arrangements pursuant to which the Proponent will have access to the experience of its shareholders.
- c) A summary of the project management, implementation and financial plan.
- d) A summary of the proposed project management and organisational structure.
- e) A summary of human resource plan and assets and supply management plan in delivering project components
- f) A summary of the specific contributions proposed by the Proponent to benefit the people of the beneficiary community.
- g) A summary of the implementing plan for different components of the project (*Category A: Delivery of Existing Services Portfolio, Category B: Expansion of Services Portfolio*)
- h) A summary of any additional proposals that are, in the view of the Proponent, particularly noteworthy.

The structure of the Executive Summary is at the discretion of the Proponent, provided that the items listed above are addressed in the order listed.

#### 3.1.2. Cover Letter

Specified wording of the cover letter to be Included with the Proposal shall be as follows:

**The Cover Letter is to be written on the Letterhead of the Proponent.**

The letter should state the full registered and trading name, registered and trading office address, and in the case of a company the place of incorporation and registered number.

*The precise wording set out here must be used. Amendments by way of deletion or addition unless specified in the Cover Letter as being permitted will mean a Proposal is not responsive or compliant.*

The letter should be dated as of the date it is signed by an authorised person and should be addressed to:

*Invest Maldives  
Ministry of Economic Development  
Government of Maldives  
1<sup>st</sup> Floor, Invest Maldives Building,  
Boduthakurufaanu Magu,  
Male', 20095,  
Republic of Maldives*

TEXT OF LETTER TO BE INCLUDED WITH PROPOSAL

- (1) We enclose the specified materials to be submitted in the Proposal.
- (2) We acknowledge that we have read and understood the Procedures, Terms and Conditions and the Requirements for Proposals in Parts II and III of the Information Memorandum and Proposal Document and agree that they are reasonable.
- (3) We agree that submission of the Proposal is a full and unqualified acceptance of the Procedures, Terms and Conditions and the Requirements for Proposals in Parts II and III of Information Memorandum and Proposal Documents.
- (4) We agree that participation in the Proposal Process and its outcome is not a contract or part of a contract and that all matters relating to the PPP initiative in Health services in the Maldives are subject to a contract being signed.
- (5) The Proponent confirms that it or any person acting on its behalf *has not*, and *will not* do, at any time, any of the following:
  - (i) Communicate to a person, other than MED through the Proposal, the approximate details of the Proposal submitted or other essential parts of the Proposal;
  - (ii) Enter into any oral or written agreement or arrangement or understanding, with any other person, by which that person agrees to refrain from submitting a Proposal, or other terms to be offered;
  - (iii) Offer or agree to pay or give any valuable consideration, directly or indirectly, to any person to do or cause to be done, any act or omission in relation to any Proposal;

- (iv) Directly or indirectly, canvass any member or officials or representatives of GoM or any of their advisors concerning the PPP in Health project in the Maldives;
  - (v) Seek directly, or indirectly, to influence the outcome of the Proposal Process by any means, other than the submission of the Proposal, including, without limitation, efforts to lobby support or exert pressure through the media, or by initiating or making contact with GoM or any of their advisors during the evaluation process or any others who may be party to decision-making, unless the MED has first sought to make contact or by any other means;
  - (vi) Seek directly, or indirectly, to influence the outcome of the Proposal Process by any means, other than the submission of the Proposal, including, without limitation, efforts to entice or exert pressure on other Proponent or potential Proponents, or by initiating or making contact directly or through others at any stage in the process;
  - (vii) Will not withdraw from the Proposal Process at any time to facilitate other Proponents, whether for reward or not and whether asked or not.
- (6) We agree that a Proponent who does any of the things mentioned at (i) to (vii) shall be subject to disqualification.
- (7) We agree that we are obliged to immediately report to MED any matters of which we are aware that could hinder the operation of a fair process and in particular we agree to immediately report to MED any direct or indirect approaches to us by Proponents or connected persons which could influence the Proposal Process and outcome.
- (8) We acknowledge that the Proponent may not purport to assign its role or position to any person, or otherwise attempt to substitute another party for itself, at any stage in the Proposal Process or for five years thereafter without the prior written approval of GoM which shall not unreasonably be withheld.
- (9) We agree that the Proposal submitted by us shall be valid and binding until 15<sup>th</sup> June 2010 and the period of validity of the Proposal may be extended by GoM until 15<sup>th</sup> September 2010.
- (10) We have read and understood the Cover Letter prior to signing it and we understand its contents and will abide by them.
- (11) We agree that GoM may directly and without reference to us seek information and make enquiries from our bankers and other sources. We hereby authorise GoM to make enquiries and authorise our bankers and other sources to provide the required information and agree that

no liability to us shall attach to GoM or the providers of information in this matter. If necessary we shall instruct our bankers and other sources to provide information in response to GoM requests.

- (12) Where the Proposal is submitted by or on behalf of a consortium, contractual joint venture or special purpose vehicle each of the members agree joint and several liability for the Proposal.

**Signed by -----**

**Authorised signatory on behalf of the Proponent**

**Authorised signatory on behalf of each member of the Proponent or Proposed Purchaser which is a consortium, contractual joint venture or special purpose vehicle.**

**Date -----**

### **3.2. Proponent's Details**

- (a) All the following information must be submitted, in verifiable form and supported, where possible, by independent evidence.
- (b) To facilitate the evaluation process, a Proponent is required to submit the Proposal Forms in the format listed in Annex A.
- (c) No question should be deleted from the list of questions.
- (d) Detail of the proponent team (number, qualifications) should be submitted.
- (e) Annual reports of the Proponent for the past 3years
- (f) There should be no blank answers. If a question is not relevant there should be a statement saying why the question is not answered.
- (g) It is essential that the responses be stated in a clear and concise manner. Failure to provide complete information as requested will be to the disadvantage of the interested Party.
- (h) It is the responsibility of the interested Party to seek clarification of the Proposal requirements prior to submission of the Proposal.

### **3.3. Project Procurement and Management Plan**

- a) Project Procurement and management structure, including project implementation framework & timeline and milestone for the 3 Categories of the project.
- b) Project Procurement and management Team Composition and Role, including names of key personnel, CVs, qualification and experience in this field (referees' contact to be included).
- c) Project management structure, project organization and implementation chart with milestones.
- d) Plan with timelines for monitoring project implementation and project outcomes as specified in clause 1.10 with methods and timelines for measuring the quality of project implementation and achievement of project outcomes.
- e) Plan for communication and interface processes including Transitional arrangements communicating project implementation status and any variations in project implementation as well as for sustaining service delivery during process of transfer of management. The Proponent should provide details of management, communication and interface processes, for dispute management with the GoM, the Project sponsor, consortium members (if any).
- f) Current and planned commitments of the Proponent, providing explanation as to why these activities will not impact on the Proponents ability to commit adequate resources to the project.

### **3.4 Financial Proposal**

- a) Plan for financing components of project, with the structure and strategies for financing the 3 Categories of the project specified in the clause 1.9 and listing of sources, sponsors and financiers. Proponents should provide evidence demonstrating that these sources have the financial capability to support their proposed funding requirement. The approach to financing of the Project that will deliver an effective service throughout any Concession Period that is proposed.
- b) Fee structure & plans for revision of fee structure of services provided with a proposal for financing health care services ensure affordability of health services to all segments of the society.
- c) Current and past financial performance of the Proponent, in delivering health services, include past 3 years audit reports and bank statements of services managed by the proponent.

### **3.5 Proposal for Health Services Management**

The Proposal requires the Proponent to provide a Plan for managing the services components and outcomes. The Plan should include:

- a) Proposed Organizational structure for delivering health services components of the project, including accountability and oversight mechanism.
- b) Service Management team, its composition and their role including qualification and experiences in this field and their CVs.
- c) Plan for ICT and information management - The Proponent must provide the hardware, software and broadband Internet connection for the operational and

information (including medical records) management of HRH (including public health services, reporting and other functions). In addition, it must also provide the associated technical support and maintenance of ICT hardware and software

d) Estate and supplies management:

1. Plan for assuring sustained availability of supplies: This should include a procurement plan for medical supplies, including medicines and Proponent's plan for association with suppliers to ensure continuity of quality services without disruption.
2. Repair and Maintenance Plan for Assets: The Proponent must conduct reactive and programmed maintenance to ensure that the assets' (including infrastructure, vehicles, medical equipments, machinery and tools) engineering, maintenance and operational functions are maintained in a scheduled manner for ongoing effective and safe health care service delivery
3. Safety and Security of premises and services: Reactive and programmed maintenance of grounds, inside facilities and external areas to provide safe and aesthetically pleasing facilities. The Proponent must provide a security service proposal to ensure that the security and welfare of patients, visitors, staff and their belongings inside all Project facilities and the safety and security health facilities premises. Insurance and contingency plans should be developed to ensure that the hospital environment, including all medical equipments and building are safe to staff, patients and clients attending hospital.

e) Human Resource Management:

1. Plan for securing qualified skilled human resources-Effective staff management is a key contributor to providing quality services and achieving a cooperative workplace. The GoM is committed continuous improvement by ensuring the Proponent achieves an effective staff management focus. Proponents should demonstrate their ability to procure and manage qualified technical and administrative staff. Proponents will be required to outline their staff management plan and practices including plan to deal with any redundant staff as specified in "d. Personnel, in section 1.8"
2. Local Staff Management including training & recruitment/retention of local staff)-The Proponent must provide a proposal for the programmed Continuing Professional Development activities throughout the year for all members of the staff to improve professional knowledge, skills and competencies. This plan should specifically cover local staff development, retention and management consistent with project scope needs specified in 1.7.

### 3.6 Services Delivery Plan

- a) Detailed plan, approaches and timelines for delivery and expansion of existing services (Category A):

Detailed Plan for delivery and expansion of existing services specified in Category A of Project components, clause 1.9, with timelines/implementation schedule with methods and timelines for measuring the quality of project implementation and achievement of project outcomes for existing services.

- b) Detailed plan, approaches and timeline for introduction and management of new services (category B) :

Detailed Plan and approaches for introduction of new service components as specified in Category B of Project components specified in clause 1.9, with timelines/implementation schedule with methods and timelines for measuring the quality of project implementation and achievement of project outcomes for new services.

- c) Plan for Continuous Quality management and Improvement:

Plan for Continuous Quality management, including compliance with national standards, guidelines and accreditation. The Proponent must provide a reactive and programmed proposal and plan for implementing infection control measures and health care waste management to ensure provision of a sanitary, clean, tidy and safe environment consistent with the “Regulation of allopathic health service facilities in Maldives”.

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## **CHAPTER 4:      PROPOSAL FORMS**

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## CHAPTER 4: PROPOSAL FORMS

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### 4.1. Declaration of Adherence (For Individuals)

*Minister of State for Economic Development,  
Invest Maldives  
Ministry of Economic Development  
Government of Maldives  
1<sup>st</sup> Floor, Invest Maldives Building,  
Boduthakurufaanu Magu,  
Male', 20095,  
Republic of Maldives*

Dear Sir:

**Re: Submission of Proposal for the Outsourcing of the Establishment and Management of Hithadhoo Regional Hospital in the Maldives.**

I, \_\_\_\_\_, a citizen of the \_\_\_\_\_, National Identity Card Number/Passport No. \_\_\_\_\_, residing at \_\_\_\_\_, (the “**Proponent**”), hereby submit seven (4) four copies (one original and three copies) of the Proponent’s Proposal. By submitting this Proposal I hereby agree with the terms and conditions of the “Procedures, Terms and Conditions for the Preparation of Proposals for the **Outsourcing of the Establishment and Management of Hithadhoo Regional Hospital (HRH)** in the Republic of Maldives” dated \_\_\_\_\_ 2010 (the “**Document**”).

In the case that the Proponent is declared the winner of the Proposal, the Proponent agrees to be bound by the terms and conditions set out in the Guidelines. This commitment shall cease to be of any effect upon the earlier of (a) signing of the MOU with another Proponent, and (b) six months from the date hereof.

Dated \_\_\_\_\_ 2009.

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

Title: \_\_\_\_\_

#### 4.2. Declaration of Adherence (For Companies)

*Minister of State for Economic Development,  
Invest Maldives  
Ministry of Economic Development  
Government of Maldives  
1<sup>st</sup> Floor, Invest Maldives Building,  
Boduthakurufaanu Magu,  
Male', 20095,  
Republic of Maldives*

Dear Sir:

**Re: Submission of Proposal for the Outsourcing of the Establishment and Management of Hithadhoo Regional Hospital in the Maldives.**

I, \_\_\_\_\_, hereby submit on behalf of \_\_\_\_\_, a company incorporated under the laws of [insert jurisdiction] (the “Proponent”), four (4) copies (one original and three copies) of the Proponent’s Proposal. I am duly authorized to submit this Proposal on behalf of the Proponent and to bind the Proponent in accordance with the terms and conditions of the “Procedures, Terms and Conditions for the Preparation of Proposals for the **Outsourcing of the Establishment and Management of Hithadhoo Regional Hospital (HRH)** in the Republic of Maldives” dated ..... 2010 (the “Document”).

In the case that the Proponent is declared the winner of the Proposal, the Proponent agrees to be bound by the terms and conditions set out in the Guidelines. This commitment shall cease to be of any effect upon the earlier of (a) signing of the MOU with another Proponent, and (b) six months from the date hereof.

Dated \_\_\_\_\_

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

Title: \_\_\_\_\_

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## **CHAPTER 5: PROCEDURES, TERMS AND CONDITIONS**

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## CHAPTER 5: PROCEDURES, TERMS AND CONDITIONS

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These Procedures, Terms and Conditions apply to the Proposal Process by which the Ministry of Economic Development (“MED”) of the Government of Maldives (“GoM”) is seeking to identify a Preferred Party for the **Public Private Partnership in Health** in the Republic of Maldives.

During the course of the Proposal Process, where exceptional or unusual circumstances demand, the MED may modify the procedures, terms and conditions and the requirements for Proposals, with full and timely disclosure to Proponents of the modifications and the reasons for them.

The Procedures, Terms and Conditions are designed to ensure that Proposals are given equal opportunity.

It is essential that the Proposal is submitted in the English language and in the required format.

### 5.1. Construction and Interpretation

These Procedures, Terms and Conditions, together with all other documents, in the Information Memorandum and Proposal Document (the "Document"), shall be read as one document. Any word or expression defined or given a particular meaning, in these Procedures, Terms and Conditions shall have the same meaning in all other parts of the Document and other materials, unless the interpretation should be inconsistent with the context or expressly or implicitly excluded.

### 5.2. Definitions

In this Document, unless the context otherwise requires, the following expressions shall mean:

"Proposal"	A submission for a <b>Public Private Partnership in Health</b> in the Republic of Maldives, made by a Party, in compliance with the process set out in the Document.
"Proponent"	A Party that submits a Proposal.
"Proposal Process"	The process that includes: advertisement inviting expression of interest in the <b>Public Private Partnership in Health</b> in the Republic of Maldives, invitation of Proposals to engage in a <b>Public Private Partnership in Health</b> in the Republic of Maldives, Proposal submission, examination of Proposals for compliance and responsiveness, evaluation of Proposals, identification of Preferred Party, decision on whether the proposal is acceptable, agreement for completion of formalities.
"Controller"	A person in accordance with whose wishes or instructions another person (including a company, shareholder or a director) is accustomed to act and "control" is understood accordingly.

"Date of Closure"	15:00 hours (3pm) Maldivian Standard Time on 15 <sup>th</sup> March 2010 the latest date and time by which Proposals are to be received by the Invest Maldives, MED.
"MED"	Ministry of Economic Development of the GoM.
"MoHF"	Ministry of Health and Family of GoM
"Legal Owner"	Person registered as the owner of property, including shares, who may hold the property on its own behalf or as a nominee or trustee for the benefit of another.

### 5.3. Disqualification

- a) Disqualification may take place at any time in the Proposal Process from submission of Proposals through to completion of the Proposal Process.
- b) Disqualification may take place before or after a Proposal has been examined to see if it is substantially responsive and compliant or has been evaluated.
- c) Disqualification may take place for reasons of breach of the procedures, terms and conditions and requirements set out in the Information Memorandum and Proposal Documents or any of the obligations of the Parties and Proponent in the Document.
- d) A Proponent or a member of a consortium making up one of these persons may be disqualified and the Proposal will be excluded from the Proposal Process.
- e) Disqualification is without prejudice to any other rights or remedies available to GoM.

### 5.4. Enquiries and Clarification of Issues during the Proposal Process

- a. There will be no scope for adjusting Proposals or submitting additional information after the Date of Closure so that a Party must ensure that it has a full understanding of the matters set out in the Document.
- b. Enquiries should be made as early as possible in the Proposal Process. Enquiries must be received by MED on or before 28<sup>th</sup> February 2010 to allow time to provide a considered response. Enquiries received after that time may not be answered. Responses to significant enquiries will be provided to all the Parties to ensure consistency of information but the source of the enquiry will not be revealed.

Enquiries relating to this project should be addressed to:

Contact Person:  
Fathimath Niuma  
Deputy Under Secretary  
Technical Team

Postal Address:  
Invest Maldives, Ministry of Economic Development,  
1<sup>st</sup> Floor Invest Maldives Building  
Boduthakurufaanu Magu,  
Male', 20095, Republic of Maldives  
Tel : (+960) 332 4767, 333 3190  
Fax : (+960) 332 2528  
e-mail: [fathimath.niuma@trade.gov.mv](mailto:fathimath.niuma@trade.gov.mv); and  
copy to: [im@trade.gov.mv](mailto:im@trade.gov.mv)

c. Enquiries by MED

The Proponent agrees that the MED may, without seeking the permission of the Proponent, contact any person, make enquiries, seek confirmation, or verify any inclusion in or omission from a Proposal or any matter related to a Proposal, a Proponent or a member of a consortium.

### **5.5. No Obligation on MED / GoM to Respond**

MED and GoM reserve the right, in their sole discretion, not to respond to any enquiries raised if it is considered inappropriate to do so and no statement in this document shall be taken or read as compelling or requiring MED or GoM to respond to any enquiry or to provide any clarification.

Any Party shall not be granted an extension of time or other concession on the basis that MED or GoM has not responded to an enquiry.

### **5.6. No Attempts to Wrongfully Influence the Proposal Process**

Any attempt to directly or indirectly influence the Proposal Process at any time will lead to automatic disqualification. After the Date of Closure, direct or indirect attempts to hold meetings, make oral requests, issue or submit material or comments relating to Proposals or the Proposal Process to any person will be grounds for disqualification.

### **5.7. Proposal Should Only Be Submitted to MED in the Manner Provided Here**

A Proposal should only be submitted to MED. A copy of a Proposal or information relating to a Proposal should not be provided to any other person. Should MED have reasonable grounds to suspect that a copy of a Proposal or sensitive information from a Proposal has been made available to a person other than the Proponent or MED the Proposal may be disqualified.

### **5.8. Date of Closure for Receipt of Proposal**

A Proposal, complete in all respects, shall reach the office of Invest Maldives, Ministry of Economic Development at 1<sup>st</sup> Floor, Invest Maldives Building, Boduthakurufaanu Magu, Male' Republic of Maldives, before **15:00 hours (3:00 p.m. local time in Maldives, GMT + 5 hours) on 15<sup>th</sup> March 2010 (the "Date of Closure")**.

A Proposal submitted after the deadline for submission of Proposals on the Date of Closure shall be declared late, rejected and returned unopened to the Party. No special pleadings will be accepted or entertained.

A Party is responsible for the timely delivery and receipt of Proposals prior to the time and Date of Closure and no liability shall attach to the MED in this matter.

Hard (paper) versions of the Proposal should be submitted along with a CD containing the Proposal.

Electronic transmission of the Proposal to MED or to any other person by fax or e-mail at any time during the Proposal Process may lead to the Proposal being disqualified.

a) **Extension of Time**

MED reserves the right to change the Date of Closure, but shall only exercise this right where exceptional or unusual circumstances demand. A change shall apply to all Parties who shall be notified of the change, at the same time and as soon as practicable.

b) **Proposal Register**

The receipt of a Proposal will be entered in a Proposal Register maintained by the MED, giving the date and time of receipt of the Proposal and the name of the Party. If the Proposal is hand delivered, the name of the person delivering the Proposal on behalf of the Party will also recorded. A duplicate note of verification of receipt shall be issued to the Proponent.

c) **Secure Storage of Proposals**

MED shall ensure that each Proposal is held securely from the time of receipt until after the deadline for receipt of Proposals on the Date of Closure.

Only selected individuals authorised by MED to examine and evaluate the Proposals shall have access to the Proposals throughout the Proposal Process.

d) **Revocation of Proposal before Time and Date of Closure**

A Proponent that has submitted a Proposal and is included in the Proposal Register may revoke a Proposal by giving notice in writing to the MED. The notice must be delivered and received before the time and Date of Closure, 15:00 hours (3pm Maldivian Standard Time) on 15<sup>th</sup> March 2010. A notice of revocation shall be deemed to revoke the Proposal.

The notice of revocation and the time and date of delivery and receipt of the notice shall be noted in the Proposal Register and filed at MED. A duplicate note of verification of receipt for the notice of revocation shall be issued to the Proponent. The time and date of revocation shall be the time and date in the Proposal Register. A revoked Proposal will be retained by the MED, but shall not be opened at the opening of Proposals.

#### e) Proposal Substituted for a Revoked Proposal

A Proponent may substitute a Proposal prior to the time and Date of Closure, 15:00 hours (3pm Maldivian Standard Time) on 15<sup>th</sup> March 2010. A substitute Proposal may be submitted only after revoking a submitted Proposal in the manner set out in the previous paragraph. A substitute Proposal shall have written on each of the envelopes containing the Proposal "Proposal to Replace Revoked Proposal of [Name of Proponent]". The envelopes should also have the other requirements specified in this document for Submission of Proposal.

The receipt of a substitute Proposal shall be entered in the Proposal Register giving the date and time of receipt of the substitute Proposal and the name of the person delivering the Proposal. A duplicate note of verification of receipt of the substitute Proposal shall be issued to the Proponent.

#### f) Amended Proposal

An amendment, by way of deletion or insertion in the text of a Proposal, made prior to submission shall be initialled and dated by the Proponent in all copies of the Proposal to avoid suggestions that changes may have been made after the Proposal was opened. Failure to initial and date an amendment may lead to exclusion of the amendment from the examination of responsiveness and compliance or evaluation of the Proposal.

### 5.9. Period of Validity of Proposals and Duration of Proposal Process

All Proposals must remain valid in the first instance until 15<sup>th</sup> June 2010. No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals on the Date of Closure and the expiration of the period of Proposal validity or any extension of the Proposal validity.

In exceptional circumstances, the MED reserves the right to extend the time for identifying a Preferred Proponent or for Government to make a decision on accepting a Proposal and the Proposal validity shall be extended until 15<sup>th</sup> September 2010.

The MED reserves the right to terminate the Proposal Process at any time.

### 5.10. Incomplete Proposals

Each of the items listed in Chapter 3; Contents and Format of the Proposal constitute an integral part of a complete Proposal.

An incomplete Proposal shall be regarded as not being responsive or in compliance with the aims, procedures, terms and conditions and requirements of the Proposal.

### 5.11. False or Misleading Statements or Material

The Party agrees that at any time during the Proposal Process, if the MED discovers or has reasonable grounds for suspecting a Proposal contains a statement or document or that a Party makes a statement that:

- (i) is not authentic; or
- (ii) may have an un-authorized signature; or
- (iii) has been altered without the authority or permission of the issuing body; or
- (iv) has been forged, obtained by fraud or false representations or under false pretences; or
- (v) is submitted in a manner calculated to deceive or mislead; or
- (vi) purports to change a previously submitted statement without justification; or
- (vii) contains false or inaccurate statements or information or material misrepresentation;

The MED may in its absolute discretion disqualify the Proposal, and the Party and Connected Persons may be refused participation in any other Proposal process of any type operated by, or on behalf GoM.

### 5.12. Act as Principal

No Proposal shall be accepted where a person submits the Proposal "in trust", as "trustee", as "agent" or as "consultant" or with any similar qualification or description.

#### a) Proposal must stand alone

A Proposal which is made only by reference to, related to, or dependent upon

- (i) the Proposal of any other person, or
- (ii) the Proposal for any other entity; or
- (iii) any business, assets, claims of liability, agreement or condition, whether to do with GoM, including sums owed to GoM for taxes, dues or any other reason may be disqualified.

#### 5.14. Statement on Conduct of Proposal Process to Date

After the opening of all the Proposals, each Proponent should sign a statement regarding the opening of the Proposals and the conduct of the Proposal Process up to and including the Proposal opening.

The Statement shall read as follows: Proposal for the Health Project (Outsourcing of Hithadhoo Regional Hospital) through Public Private Partnership in the Maldives.

“It is acknowledged that the Proposals opened are those submitted. The conduct of the Proposal Process to date, including the opening of the Proposals, has been conducted properly”

\_\_\_\_\_  
Name of Proponent

The Statement should be signed, by or on behalf of each of the Proponents who are present, and a representative of the MED.

#### 5.15. Responsiveness and Compliance

A Proposal may fail to be responsive to the aims of the Proposal Process or to comply with the Procedures, Terms and Conditions of the Proposal Process or the requirements for submission of Proposals. Following the Proposal Opening, MED shall examine the Proposals.

The MED shall determine whether the Proposal is responsive and compliant in matters that include, but are not limited to the following:

- (a) Is it compliance with the specified requirements for the contents of the Proposal, the format of presentation, and the manner and method of submission;
- (b) Is it authorised, signed and submitted in the required manner, with the appropriate powers of attorney and letters of authority;
- (c) Is it responsive to the aims of the Proposal Process and complies with the procedures, terms and conditions and requirements of the Proposal.

Failure to be responsive or compliant may be due to statements or actions that generally seek to gain unfair advantage in the Proposal.

Matters that could be viewed as seeking to gain unfair advantage are wide-ranging and examples include but are not limited to the following:

- (a) Explicitly or implicitly omitting to include, or substantially qualifying, matters that are required; or
- (b) Introducing assumptions, conditions or extraneous matters that have not been provided for or sought; or

- (c) Quibbling over words or phrases, or adopting disingenuous interpretations of the Information Memorandum and Proposal Document; or
- (d) Artificially seeking to manufacture a submission to suit the evaluation criteria; or
- (e) Generally providing or omitting to provide statements in a manner calculated to mislead, create ambiguity or contradictions.

Examples of *material deviations or reservations* that can make a Proposal not responsive or compliant include matters that by inclusion or omission:

- (a) Affects the Proposal and the proposed transaction so that the aims of the Proposal Process are not fulfilled;
- (b) Introduces inconsistency with the Information Memorandum and Proposal Document;
- (c) Limits GoM rights or the Proponent's obligations under the Proposal Process and the proposed transaction;
- (d) Seeks to unfairly gain advantage.

A Proposal that is not substantially responsive or compliant will be rejected by the MED and no opportunity will be given to make the Proposal responsive or compliant by correction or withdrawal of the identified deviation or reservation.

Only those Proposals determined to be substantially responsive and compliant shall be eligible to be evaluated.

#### **5.16. Exclusion of Liability for Contents of Proposal Documents**

GoM, MED or any of their advisors do not accept any liability for the accuracy or completeness of the contents of the Information Memorandum and Proposal Document or other material relating to this transaction.

#### **5.17. Exclusion of Warranties and Representations**

No warranty or representation is given by the MED, GoM or their advisors in connection with the transaction proposed here or the Proposal Process and it is a condition of submitting a Proposal that any such warranty or representation is expressly excluded.

The Proponent agrees and accepts, that a statement, measurement, calculation, account or description contained in the Information Memorandum and Proposal Documents, any media, web site, advertisement or document of any type or other form of oral or written communication from the MED, GoM or their advisors or others, in respect of the Public Private Partnership in Health are for illustration and information purposes only, and are not taken as matters of fact.

### **5.18. Reasonableness of Exclusion of Warranties and Representations**

The Proponent warrants that the exclusion of warranties and representations as provided here is reasonable.

### **5.19. Additional Requirements**

MED reserves the right to seek additional information, indemnities, warranties, representations or performance obligations from one or more Proponent in the Proposal Process at any time during the Proposal Process.

### **5.20. Governing Law**

The Proposal Process and all matters pertaining to the privatisation shall be subject to the law of Maldives and the courts in Maldives shall have jurisdiction to entertain any matter concerning this transaction.

### **5.21. Language**

The language of the Proposal and all communications and documents in connection with the Proposal shall be the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for the purposes of interpretation of the Proposal, the English translation shall govern.

### **5.22. Public Announcements**

A public announcement of the outcome of the Proposal Process will be placed in at least two newspapers circulating widely in Maldives at the end of Proposal Process and will include:

- (a) The name of the successful Proponent;
- (b) The date the transaction was completed;
- (c) Any other appropriate information to ensure transparency of the process.

### **5.23. Costs, Expenses, Fees, Transfer Charges, Stamp Duty**

GoM is responsible for its own costs and expenses in designing and implementing the Proposal Process (Request for Proposal and evaluation stages). Parties are responsible for its own costs and expenses in participating in the Proposal Process.

In the event the Proposal Process is terminated, the MED, GoM or their advisors shall not be liable for any costs or expenses incurred by the Parties, in the preparation and submission of Proposals, or for anything in any way related to the Proposal Process. In registering interest and submitting a Proposal, a Proponent disclaims and voluntarily and knowingly waives any and all rights or claims with respect to costs.

### **5.24. Proposal Materials**

All materials submitted as part of the Proposal become the property of MED.

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**CHAPTER 6:      OPENING AND EVALUATION OF  
PROPOSALS**

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## CHAPTER 6: OPENING AND EVALUATION OF PROPOSALS

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### 6.1. Opening of Proposals

- a. GoM will open the proposals, including modifications made pursuant to Clause 5.8., in the presence of proponents' representatives who choose to attend, on 15<sup>th</sup> March 2010 at 15:15 hrs (3:15pm local time) at the office of Invest Maldives, 1<sup>st</sup> Floor, Invest Maldives Building, Boduthakurufaanu Magu, Male', Republic of Maldives. The proponents' representatives who are present shall sign a register evidencing their attendance.
- b. Each sealed envelope containing a proposal shall be examined by the Client and the respective proponents to verify that the sealed envelopes are intact and to rule out the possibility of tampering.
- c. The names of proponents shall be read out to the attendance.
- d. Each envelope containing the proposal shall be opened and an initial inspection is made of the proposal marked "Original" by the client to confirm whether all the required documents has been enclosed.
- e. A finding that the required material has been enclosed is not final or conclusive at this stage. This is an initial scrutiny only and a final decision on responsiveness and compliance will only be reached after careful deliberation in the examination by the Evaluation Committee.
- f. Should a proponent fail to mark the proposal as "Original", one of the copies shall be deemed to be the Original Bid by a representative of the client at the time of the opening the Bids.
- g. All Originals and copies of the Bids are then secured in safe keeping by the client with access only for GoM authorised persons engaged in examination and evaluation of the proposal.
- h. The GOM may in its absolute discretion invite media coverage of the event.

### 6.2. Evaluation Process

GoM reserves the right to disqualify any Proponent prior to conducting an evaluation of the Proposal if the Evaluation Committee determines that the Proponent has not submitted the required Proposal documentation in accordance with Part II and IV of this Request for Proposal Document.

#### Stage 1: Compliance Checklist

The Proponent must provide in its Proposal the documents or material referred to in section 2.5 of Part II (Proposal Submission Procedures) of this document. GoM reserves the right to evaluate a Proposal where it has not been provided with all documentation and material required.

## Stage 2: Detailed Evaluation

Should the Proponent comply with the Compliance Checklist outlined in the above Section, it will be assessed on the Detailed Evaluation Criteria outlined in the following Section. This evaluation will be based on the Proponent's ability to meet each criterion in the context of achieving the Project Components outlined in Section 1.9 and Project Outcomes outlined in section 1.10 of this document.

Criteria for detailed evaluation are detailed in Clause 6.3., Sub Clause 6.3.1.

### 6.3. Evaluation Criteria

#### 6.3.1. Detailed Evaluation Criteria

Detailed evaluation will be conducted based on the criterion and points for each criterion provided below.

##### *a) Commitment to the Project Procurement (150 Points)*

- i. Demonstration of the Proponent's capacity to deliver a comprehensive Proposal at the Request for Proposals stage within the proposed Project timetable.

The Proponent should make available necessary financial resources and experienced and appropriate personnel to participate in the Request for Proposals process, including a willingness and ability to appoint appropriate legal, financial and management resources to provide advice, support the process and undertake due diligence.

The Proponent should provide:

- a) A statement outlining the Proponent's experience in preparing and delivering a Proposal for projects of similar size and scope to the Project. **(15 Points)**
- b) Proponent's experience and understanding of Public Private Partnership in health service projects and past performance in entering into agreements of similar duration or longer with government entities either in the Maldives or abroad. **(15 Points)**
- c) A statement from the Proponent identifying the project management structure and project organization and implementation chart with milestones; **(20 Points)**
- d) Project management team composition, curriculum vitae (CV) of key nominated personnel setting out their relevant experience in managing health service projects. Note, CVs will be considered as an attachment to the Proposal and must be no more than 2 page each and referees contact should be provided in CV's; **(35 Points)**
  - i. Relevant technical & management health care expertise; and
  - ii. technical & management Experience

e) Plan for monitoring project outcomes—including internal functions for measuring and ensuring achievement of project outcomes  
(20 Points)

ii. Practicality of the Project management, communication and interface process with stakeholders

The Proponent should provide details of management, communication and interface processes, including those for variations of Project and dispute management and transitional arrangements (for sustaining service delivery during process of transfer of management)  
(25 Points)

iii. Confirmation of availability of Proponents resources for the Project.

Proponent should submit statement of the current and planned activities and commitments of the key members of the Proponent/Participant and an explanation as to why these activities will not impact upon the Proponent’s ability to commit adequate resources to the Project (20 Points)

*b) Financial and Commercial Capacity (150 Points)*

i. Proponent’s plan for financing the Project Components including sources and strategies for finance.

The Proponent should provide

a) Detailed financial plan for delivering the Project components and proposed strategies for sourcing funding for the Project and demonstrating that these sources have the financial capability to support their proposed funding requirement.  
(80 Points)

b) Fee structure, plans for revision of fee structure and proposed mechanism for ensuring affordability of health services  
(35 Points) ,

c) Current and previous financial performance, including audit reports and bank statements of the Proponent  
(35 Points),

Note: While Proponents are not required to lock in funding agreements or financiers as part of the Proposal Process, they must nevertheless demonstrate capability to provide funding for the Project.

*c) Health Services Management Capability (400 Points)*

i. Experience and capability of the Proponent’s team in delivery of health services

The proponent should provide

a. Details of proposed management structure and organization chart with linkages for work systems in delivering health services  
(30 Points)

ii. The service delivery management team members’ CVs including information on their qualification, capability and experience in

delivering similar health outcomes specified in this document. (60 Points) , Robustness of the Proponent’s approach to and strategy for delivering Project Components

The Proponent should also provide

- a. Information on approaches to secure qualified skilled human resources/HR (60 Points) (HR plan for Medical, Nursing ,other health professionals and management personnel)
- b. Local Staff Development (60 Points) (including training & recruitment/retention of local staff)
- c. Plan for ensuring medical supplies for sustainable delivery of services (50 Points) (Including Procurement plan and association with suppliers)
- d. Repair and maintenance plan for estate and equipments and other assets (50 Points),
- e. Safety and security plan (40 Points) (Including Premises safety, insurance, Staff/customer security & safety and hazard elimination plan)
- f. Plan for ICT and information management (50 Points) (Including Telemedicine support, integrated hospital information system (medical records hardware/software), public information system and efficacy of linkages)

*d) The concept of service delivery (300 Points)*

- i. Demonstration of outcome based management, quality and patient centered care and innovation. Proponent should submit the following
  - a. Detailed Plan for delivery Health Services and expanding service specified in **Category A** of Project components specified clause 1.9, with timelines/implementation schedule. The plan and approaches should demonstrate
    - i. Innovation (30 Points), (planned innovative technologies)
    - ii. patient centeredness of services (35 Points), (including access to care, patient flow, delivery of care & feedback mechanism)
    - iii. holistic services, covering preventive, curative and rehabilitative services (35 Points)
    - iv. efficiency (25 points), (including service delivery methods, management process & client information management)
  - b. Detailed Plan and approaches for introduction of new service components as specified in Category B of Project components specified clause 1.9, with timelines/implementation schedule. The plan and approaches should demonstrate

- i. Innovation (30 Points), (planned innovative technologies)
  - ii. patient centeredness of services (35 Points), (access to care, patient flow, delivery of care & feedback mechanism)
  - iii. holistic services covering preventive, curative and rehabilitative services (35 Points) and
  - iv. efficiency (25 Points), (service delivery methods, management process & client information management)
- c. Plan for Continuous Quality management including compliance with infection control standards and accreditation. It should include proposal for
- i. infection control (20 Points), (including management services for CSSD, staff/client awareness & patient/client safety)
  - ii. health care waste management (15 Points), (including waste segregation process, waste treatment disposal process & staff/client awareness)
  - iii. quality management and accreditation (15 Points) (incident reporting, continuous quality improvement system and accreditation process)

#### **6.4 Summary of allocation of Points**

The Evaluation Criteria are listed here are not in any special order of priority and are not be given equal weight. The evaluation of each Proposal by the Evaluation Committee shall be based on the criteria detailed above. A total of 1000 points will be available, with the total points available for each category indicated below.

<b>Category</b>	<b>Points</b>
Commitment to Project Procurement	150
Financial and Commercial Capacity	150
Health Services Management Capability	400
Concept of Service delivery	300
<b>Total</b>	<b>1000</b>

- a) The Proposal will be evaluated in accordance with the criteria and weightings set out here.
- b) The GoM reserves the right, in its sole and absolute discretion, to evaluate and determine which Proponents are qualified.

- c) In evaluating a Proposal the criteria will be applied and marked so that the maximum or near maximum points will be awarded to a Proposal that clearly meet the desired criteria.
- d) Zero or near zero points will be awarded to a Proposal that does not meet the desired criteria.
- e) The purpose is to obtain clear and decisive results from the evaluation and avoid clustering of qualitatively different Proposals in mid-range.
- f) A deficiency or other irregularity in a Proposal may be waived during *evaluation*, if the substance of the Proposal is not affected, or the matter is subsidiary or ancillary to the main aims of the Proposal Process or the object to be achieved by the Procedures, Terms and Conditions or Requirements concerned.
- g) During *evaluation* (which is distinct from *examination* for responsiveness and compliance) the GOM reserves the right, but is not obliged, to make a written request to Proponents to clarify arithmetic errors, typographical errors, ambiguities or inconsistencies in the Proposal. No change in the scope of the Proposal shall be sought or accepted. The responses from Proponents shall be in writing. Correction will not be permitted where it unfairly affects the competitive position of other Proposals eligible for evaluation.
- h) Each Proponent or person named as a member of a consortium in the Cover Letter that is submitted with the Proposal authorises GOM to collect and use information about the Proposal and Proponents or a member of consortium from any source for the purpose of evaluation and where necessary to seek clarification.

## 6.5. Announcing of the Winning Proposal

The High Level Committee shall give the recommendation of the Evaluation Committee due consideration and make the final decision regarding the winners within thirty (30) days of receiving the recommendation of the Evaluation Committee. The decision of HCL shall be publicly announced, and a copy of the decision will be sent to the successful Proponent. HCL will not publicly disclose the ranking of the Proponents nor the number of points awarded to each Proponent by the Evaluation Committee.

### 6.5.1 Notification of Award

Prior to expiration of the period of proposal validity prescribed by the Client, the Purchaser will notify the successful proponent by email confirmed by registered letter that his proposal has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall list the performance indicators and milestones which the Client will require the Contractor to achieve in consideration of the execution, completion and maintenance of the Works as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Performance").

### 6.5.2. Signing of Contract Agreement

- a. At the same time that he notifies the successful proponent that his proposal has been accepted, the Client will send the proponent the Form of Agreement provided in the bidding documents, incorporating all agreements between the parties.
- b. Within 14 days of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to the Client.

### 6.5.3. GoM's Obligations

#### a) No Obligation on GoM / MED

GoM or MED reserve the right to reject any or all Proposals in whole or in part.

#### b) GoM Decision on Acceptability of the Proposal

GoM shall consider the Proposal of the Preferred Party. It shall be for GoM to decide if the Proposal is acceptable. If GoM accepts the Proposal, notice shall be given to the Preferred party that GoM has accepted their proposal.

### 6.5.4. Default

If the Preferred party fails or refuses to agree or execute an Agreement, without sufficient and reasonable cause, as adjudged by the MED or in the event of any attempt by a Preferred party(s) to make material changes by negotiation to the Proposal, or does not take the necessary steps to commence work as per their proposal, within a period of 30 days from notice of acceptance of the Proposal, then GoM will be free to pursue whatever course of action it decides including:

- (a) Re-advertisement in a similar manner or otherwise;
- (b) Pursue negotiations with another Proponent on the basis of the next highest evaluated Proposal;

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## **Chapter 7:       SECTOR INFORMATION**

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## CHAPTER 7: SECTOR INFORMATION

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### Disclaimer:

Although every reasonable effort has been made to present current and accurate information, Government of Maldives makes no guarantee of any kind, including accuracy of data, availability, completeness, or currentness of any of the information presented in this Chapter. Use of information or data given in this Section without Independent verification is at the Proponents own risk and responsibility.

### 7.1. Background

Situated in the Indian Ocean, the island nation of Maldives is the world's newest democracy. Maldives achieved independence from the British in July 1965 and adopted its Constitution on the 7<sup>th</sup> of August 2008. Its first multi-party elections took place in November 2008.

The archipelago of the Maldives is situated off the southern tip of India close to Sri Lanka. Maldives has an overall area of 90,000 sq km, being 130 km wide and 820 km long, and has a land area of 300 sq km. The estimated population of the Maldives is 298,842 (Census, 2006). Its 1192 islands are grouped into 19 atolls (*atolhu*). The population is spread over 199 inhabited islands with one third of the population located in the capital city island of Male'. The other islands are uninhabited, except for 87 which have been developed as luxury resorts.

Maldivian society is very cohesive, with one language, one culture and one religion. The official language is Dhivehi, which is unique to the Maldives. Approximately 79% of the population is under 35 years of age, and the national literacy rate is over 95% and is the highest in the region. The Maldives is a member of the United Nations, the Commonwealth of Nations, the South Asian Association for Regional Co-operation, the World Bank, the International Monetary Fund, the Asian Development Bank, the World Trade Organization, and several other UN bodies.

Since its installation in November 2008, the Presidency of Mr Mohamed Nasheed has taken concrete steps to actualize its election pledges. A decentralization effort has led to the consolidation of the atolls into seven provinces to which provincial government is currently being elected. Action has begun on the main issues identified in the manifesto of the Maldivian Democratic Party namely, Nationwide transport; Affordable housing; Affordable living costs; Prevention of narcotics abuse and trafficking; and Affordable and quality health care. A major effort has been directed to inviting private participation in government endeavors in a wide range of sectors.

### 7.2. The Existing Public Health System

The Maldives public health care system is structured in to a four tiered hierarchy, that is central, provincial, atoll & island level. Most of the main health departments/offices &

divisions are located at the central level, i.e., the Ministry of Health & Family, main health division's/departments. At central level, there are only one tertiary level public hospital (HRH), 2 health centers' (Male' Health Centre & Villingilli Health Centre) & and a secondary care hospital (Hulhumale Hospital).

There are seven provinces & consequently, seven Provincial Health & Family Directorates. Each Province Directorate is responsible for managing the family & health care services of the population residing in the Province.

At the atoll level, each Atoll or Regional Hospital provides general health care services to the residents in that atoll. At the lowest level of the hierarchy, Health Centres, Health Posts & Family Health Sections provide essential health care services to the island community.

### **7.3. The Private Health Care**

The private sector in health in the Maldives, although small, is vigorous and distributed widely across the islands. Private clinics are accredited to the Social Health Insurance or *Madhana* (literally Good Health) scheme and 56 of the 79 providers<sup>1</sup> registered with *Madhana* are private clinics.

The ADK hospital is a large tertiary facility is located in Male' while others are smaller clinics, the majority of which are also located in Male' town. ADK hospital is a 50 tertiary and acute care hospital providing a wide range of medical and surgical facilities. ADK is registered with *Madhana*. Service statistics suggest that ADK Hospital has a vibrant outpatient department. Outpatient visits at ADK are close to the levels seen at HRH, the premier public sector facility in Male'.

### **7.4. Government Policy**

Until recently, MOHF was involved in building health infrastructure and health service provision. However, with the change in the government in 2008, the main responsibility of MOHF is national health & family policy and standard formulation and health care regulation.

Main health policies of the new government include:

- Develop health human resources capacity across the country
- Enhancing the existing health care service provided by all public health facilities in the Maldives by way of customer focus, raising effectiveness and efficiency in delivery of services
- Reduce outbound travel for health care services by Maldivians using medical welfare facilities offered by the Ministry of Health and Family.
- Develop medical super specialized service centers in different geographic locations across the country.

- Provide social health insurance to all Maldivians.
- Introducing Public Private Partnerships in health care service delivery to gain from the expertise in both these sectors

### 7.5. Health Care Provision in Maldives

The status of health in the Maldives is constantly improving. The MDG status of the Maldives is an indication of the important strides that have been made by the country. Progress with respect to the Millennium Development Goals (MDG) relating to health indicates that Maldives

**Table \*\*: Status of Millenium Development Goals in the Region**

Country	Goal 4 Reduce child mortality		Goal 5 Improve maternal health		Goal 6 Combat HIV/AIDS, malaria and other diseases			
	Target 5: Reduce under-five mortality rate by two-thirds, between 1990 and 2015		Target 6: Reduce maternal mortality ratio by three-quarters, between 1990 and 2015		Target 7: Halt and reverse the spread of HIV/AIDS by 2015		Target 8: Halt and reverse by 2015 the incidence of (a) malaria (b) and other major diseases (Tuberculosis)	
	Target by 2015	Latest Status (year)	Target by 2015	Latest Status (year)	Target by 2015	Latest Status (year)	Target by 2015	Latest Status (year)
Maldives	16	16 (2006)	64.5	69 (2006)	na	0.1 (2006)	na	(a) No cases (2006); (b) 0.11 (2006)
India	41.3	74.3 (2005)	144	301 (2001-2002)	na	0.1 (2006)	na	(a) 1.54 (2005); (b) 29 (2006)
Pakistan	52	100 (2004-05)	140	400 (2004-05)	na	na	(a) na (b) 45	(a) NA (2004-05); (b) 160 (2004-05)
Sri Lanka	7.3	13.5 (2003)	14	19.7 (2003)	na	na	na	(a) 4 (2006); (b) 41.7 (2006)

Sources: Various MDG status report

na: not applicable

is second only to Sri Lanka in the status of these targets in the Region.

Concerns that the high birth rate would lead to a ‘population explosion’ have been put to rest with the **Crude Birth Rate (CBR)** remaining more or less flat since 2000. **Infant mortality rate (IMR)** and **Underfive mortality rate (U5MR)** are low. Interestingly, while these rates in Male’ used to be higher than in the Atolls, they showed a cross over in around 1993-1996. Maternal mortality rate has fallen from a high 258 in 1997 to less than 70 in 2006.

This may be explained by the better assistance now available to women during childbirth. The overwhelming majority of births is attended by a doctor or staff nurse. Births by health assistance during childbirth indicates the declining role of Traditional Birth Attendants or *Foolhumaas*. Maldives has achieved a high rate of **immunization**, and childhood Immunization has remained consistently high. **Tuberculosis** prevalence has fallen to less than 1/10<sup>th</sup> of the rate in 1991; and **leprosy** prevalence has fallen to less than 1/50<sup>th</sup> of the rate in 1991.

However, certain problems are persistent. **Thalassaemia** is an issue of national concern. A separate National Thalassaemia Centre has been established and procedures have been put in place to both treat the disease and to contain its more dramatic forms through routine testing and counselling prior to marriage. **HIV** poses a potential problem and recent evidence suggests that concerted efforts to limit the potential threat are imperative.

Hitadhoo Regional Hospital/HRH is the only public tertiary level hospital in the country. This hospital is the single largest provider both in respect of outpatient care, as well as admissions. However, unlike in the case of childbirth where it caters to about half of all cases, it sees a smaller proportion of other outpatients and provides admission to a appreciably lower proportion of total admissions.

<b>Table**: Service statistics 2004 - 2006</b>			
	<b>2004</b>	<b>2005</b>	<b>2006</b>
<b>Total OP visits</b>	707,824	793,952	869,797
IGM Hospital	245,223	261,872	320,857
Regional and Atoll hospitals	302,872	354,604	351,744
Health Centres	159,729	177,476	197,196
<b>Total admissions</b>	29,202	32,033	31,497
IGM Hospital	11,332	12,009	13,455
Regional and Atoll hospitals	17,870	20,024	18,042

Source: Extracted from Mission report of IHPP, Q4 2007

Maldives has seen rapid expansion of medical services in the last ten years. In 2005 there were 379 medical doctors with a ratio of 1:775 practicing doctors per population. The number of nurses is 974 with a ratio of 1 nurse per 302 population. The nurse-to-doctor ratio was about three nurses per doctor.

A notable fact is that the medical service is manned to large extent by an expatriate workforce, both in the public as well as the private sector. This holds true for doctors as well as for nurses as can be seen in the graphs that follow. This must lead to various difficulties including lack difficulty in communication especially in the outlying islands as well as a high turnover of staff.

In 2006, less than 10% of doctors based in public atoll facilities were local. In Male' however, the ratio of local to expatriate doctors was more or less equal. The distribution of nurses was rather more consistent in both locations.

## 7.6. The Conventions and International Regulations

The GoM has ratified the following Conventions & International Regulations:

- Framework Convention on Tobacco Control
- Convention on the Rights of the Child (CRC)
- Optional Protocols under CRC include:
  - Optional protocol on the involvement of children in armed conflict
  - Optional protocols on the sale of children, child prostitution and child pornography
- Convention on the Elimination of all Forms of Discrimination Against Women
- United Nations Convention on Drugs
- SAARC Convention on Drugs
- International Health Regulation (2005)
- International CODEX Alimentarius

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## ANNEXES

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**ANNEX A: Proponent’s Details**

1.	Name of Proponent	
2.	Date of submission of Expression of Interest with MED	
3.	Business address	
4.	Telephone Numbers	
5.	Fax number	
6.	E-mail address	
7.	Name of person authorised to act in respect of the Proposal	
8.	Relationship / position of authorised person with Proponent	
9.	Mobile phone number and address for the authorised person	
10.	E-mail address for authorised person	
11.	Land line phone number, fax and address of authorised person	
12.	Legal status of Proponent (is it a private company, public company, partnership, individual person etc.)	
13.	State place of incorporation / registration of Proponent / jurisdiction and laws under which registered / incorporated.	
14.	Company Number and Registered Office and address or if not a company other registration details	
15.	If Proponent is a foreign Party specify if statutory approvals that have been applied for / obtained or pending from GoM or other bodies.	
16.	If a company list the name and addresses of individual shareholders and name, registered offices and Company numbers of companies holding more than 5% of the issued share capital and	

**REQUEST FOR PROPOSAL – HITHADHOO REGIONAL HOSPITAL**  
**Public Private Partnership in Health services**

	shareholding.		
17.	State which (if any) of the registered shareholders are legal owners holding the shares on their own behalf or on behalf of others who the beneficial owners are.		
18.	Provide name and address of individual beneficial owners of shares in Proponent and name, registered offices and Company numbers of company beneficial owners.		
19.	If there are controllers of the Proponent (a controller is a person in accordance with whose wishes the Proponent / directors / shareholders is accustomed to act) provide the name, father's name and address of such persons.		
20.	If the Proponent is not a company provide names, and addresses of (a) owners (b) controllers in accordance with whose wishes the Proponent acts.		
21.	Details of directors of the Proponent if it is a company.		
22.	Details of management team		
23.	Auditor's name and contact point		
24.	Lawyer's name and contact point		
25.	Banker's name and contact point		
26.	List names, qualifications and addresses of advisors to the Proponent on this transaction	Financial:	
		Legal:	
		Health:	
		Other:	

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27.	Brief History of Proponent	
28.	Details of main business activities, nature of business, locations	
29.	Number of employees full time / part time / permanent / seasonal	
30.	Profit ( Net Profit, Profit after tax)	
31.	Net Worth based on estimated market values of assets and liabilities. Net Worth is defined as equity share capital + free reserves and surplus (excluding revaluation reserves)	
32.	Details of borrowings, with terms, security and interest rates and debt service ratios and coverage.	
33.	Is or has the Proponent or any of its promoters / significant shareholders (above 5% shareholding) / directors or controllers or connected persons been insolvent or bankrupt or in the course of winding up or subject of proceedings for declaration of insolvency or bankruptcy, or entered into an arrangement with creditors or any other similar proceedings	
34.	Has the Proponent or any promoters / significant shareholders (above 5% shareholding), directors or controllers or connected persons been subject to criminal court proceedings / engaged in grave professional misconduct / engaged in corruption including the offering or receipt of inducements of any kind / subject to investigations or inspections by relevant bodies such as Anti-Corruption Commission, Capital Market Development Authority, Tax Authority / equivalent bodies elsewhere	
35.	Has the Proponent or any promoters / significant shareholders (above 5% shareholding), directors or controllers or connected persons failed to fulfil obligations relating to the payment of taxes or social security contributions, provident fund contributions in Maldives or equivalent obligations in another jurisdiction.	

**REQUEST FOR PROPOSAL – HITHADHOO REGIONAL HOSPITAL  
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36.	Are any proceedings / investigations / inspections of the type mentioned at 34 - 36 pending	
37.	If there are matters arising from 34 -36 please provide full details with an explanation. GoM shall be free to make whatever enquiries are necessary to establish if the Proponent is a fit and proper person eligible to participate in the Proposal Process	
38.	Details of debentures issued by Proponent.	
39.	Details of charges over / pledges, hypothecation / other encumbrances over fixed assets, current assets, investments etc.	
40.	Details of guarantees by the Proponent on behalf of others or by others on behalf of the Proponent	
41.	Details of off-balance-sheet liabilities	
42.	Details of all contingent liabilities that, if materialized, have or would reasonably be expected to have a material adverse affect on the business, operations (or results of operations), assets, liabilities and/or financial condition of the Proponent.	
43.	Ratio of current assets: current liabilities	
44.	If the Proponent is an individual, list the business assets owned, including shares in other companies with current market value of the shares, or cash from other businesses.	
45.	Briefly describe the Proponent's length of involvement and depth of experience in business and in particular in the establishing, operation and management of Health services in PPP models.	
46.	Briefly describe Proponent's internal business ethics policy	

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47.	Briefly describe track record of achievements in the Health service delivery including improvements in service levels and efficiency achieved in the past in the establishment, management and operating of Health services . Annual reports for the past 3years of the Proponent in health service delivery should be included (may be submitted as a separate document)	
48.	Briefly describe ability and experience in raising capital funds for investment and plans in this regard for the PPP in Health project in the Maldives. The Party is required to come up with an investment plan for the proposal. Considerations will be given to the applicant who proposes most favourable investment plan. The Party must provide the most comprehensive and far reaching investment proposal for development. All these investments must be underwritten by the PPP business model and no burden (either in the form of sovereign guarantee or otherwise) will be taken by GoM. It should be agreed that the investments will be non-reimbursable. The fundamental developmental milestones (all necessary developmental investments in pursuit of the health project objectives and outcomes) must be included in the investment proposal.	

## **ANNEX B: Table of Contents for Proposal Submission**

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### **The following are to be included in the proposal offered:**

Declaration of Adherence (not included in page count)

Table of Contents (not included in page count)

- i. Executive Summary**
- ii. Cover Letter**
- iii. Information Regarding the Proponent (Annex A)**
- iv. Project Procurement and Management Plan**
  1. Project Procurement and management structure
  2. Project Procurement and management Team Composition, expertise and Role
  3. Project organization
  4. Project implementation chart with milestones
  5. Plan for monitoring project outcomes
  6. Plan for communication and interface processes
    - a. Service transitional arrangements
  7. Current and planned commitments of the Proponent
- v. Financial Proposal**
  1. Detailed plan for financing and delivering components of project
  2. Fee structure & plans for revision of fee structure
  3. Current and previous financial performance, preferably of a health care facility
- vi. Health Services Management Proposal**
  1. Proposed Management Structure and Organizational chart for delivering health services
  2. Services Management team composition and expertise
  3. Plan for ICT and patient records/information management
  4. Estate and supplies management
    - a) Plan for ensuring availability of medical supplies
    - b) Repair and Maintenance Plan for assets and estate
    - c) Safety and Security of premises and services and clients
  5. Effective Human Resources management
    - a) Plan for securing qualified skilled human resources
    - b) Local Staff Management and Development
- vii. Services delivery plan**
  1. Detailed plan, approaches and timelines for delivery and expansion of existing services
  2. Detailed plan, approaches and timelines for introduction of new services (specified in Category B)
  3. Plan for Continuous Quality Management and Improvement

### **Additional Appendices are at Discretion of Applicant.**

**Please note**, it is strongly recommended (but not mandatory) that divider tabs be used to identify and separate sections.