

Republic of Maldives

Greater Male Environmental Improvement and Waste Management Project

**Volume 1: Bidding Documents**

**1 Stage 1 Envelope**

**Procurement of Goods (multiple lots):**

**Outer Island Waste Collection Vessels - Retender**

**Lot 1: vessel 01**

**Lot 2: vessel 02**

**Lot 3: vessel 03**

Issued By: **National Tender, Ministry of Finance, Republic of Maldives**

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Invitation for Bids No.: **(IUL)13-K/13/2022/167**

ICB No.: **TES/2021/G-003-R01**

**G/04**

Purchaser: **Ministry of Environment, Climate Change and Technology**

Country: **Republic of Maldives**

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|  | 1. General |
| 1. Scope of Bid | * 1. In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6 (Schedule of Supply). The name, identification, and number of lots of the international competitive bidding (ICB) are provided in the BDS. |
|  | * 1. Throughout this Bidding Document,  the term “in writing” means communicated in written form and delivered against receipt;except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and“day” means calendar day. |
| 1. Source of Funds | * 1. The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Asian Development Bank (hereinafter called “ADB”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued. |
|  | * 1. Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds. |
| 1. Fraud and Corruption | * 1. ADB’s Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB  defines, for the purposes of this provision, the terms set forth below as follows:“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;“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;“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;“collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;“obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding ADBʼs contractual rights of audit or access to information; and“integrity violation" is any act which violates ADB’s Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.  * + 1. will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;     2. will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;     3. will impose remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate**[[1]](#footnote-1)** in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and     4. will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB. |
|  | * 1. Furthermore, Bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1 (c) of the General Conditions of Contract. |
| 1. Eligible Bidders | * 1. A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5-or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture. In the case of a joint venture,  all parties to the Joint Venture shall be jointly and severally liable; andthe Joint Venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution. |
|  | * 1. A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services. |
|  | * 1. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:  they have controlling shareholders in common; orthey receive or have received any direct or indirect subsidy from any of them; orthey have the same legal representative for purposes of this Bid; orthey have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; ora Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)–(d) above, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one Bid; ora Bidder or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the Bid; ora Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract. |
|  | * 1. A firm shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected. |
|  | * 1. Government-owned enterprises in the Purchaser’s country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. |
|  | * 1. Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request. |
|  | * 1. Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country. |
| 1. Eligible Goods and Related Services | * 1. All Goods and Related Services to be supplied under the Contract and financed by ADB, shall have their country of origin in eligible source countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such Goods and Related Services. |
|  | * 1. For purposes of this clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance. |
|  | * 1. The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components. |
|  | * 1. The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin. |
|  | 1. Contents of Bidding Document |
| 1. Sections of the Bidding Document | * 1. The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.   **PART I Bidding Procedures**   * Section 1 Instructions to Bidders (ITB) * Section 2 Bid Data Sheet (BDS) * Section 3 Evaluation and Qualification Criteria (EQC) * Section 4 Bidding Forms (BDF) * Section 5 Eligible Countries (ELC)   **PART II Supply Requirements**   * Section 6 Schedule of Supply (SS)   **PART III Conditions of Contract and Contract Forms**   * Section 7 General Conditions of Contract (GCC) * Section 8 Special Conditions of Contract (SCC) * Section 9 Contract Forms (COF) |
|  | * 1. The IFB issued by the Purchaser is not part of the Bidding Document. |
|  | * 1. The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB. |
|  | * 1. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid. |
| 1. Clarification of Bidding Document | * 1. A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser’s address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2. |
| 1. Amendment of Bidding Document | * 1. At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda. |
|  | * 1. Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3. |
|  | * 1. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2. |
|  | 1. Preparation of Bids |
| 1. Cost of Bidding | * 1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 1. Language of Bid | * 1. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 1. Documents Comprising the Bid | * 1. The Bid shall comprise the following:      1. Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;      2. Bid Security or Bid-Securing Declaration, in accordance with ITB 21;      3. alternative Bids, if permissible, in accordance with ITB 13;      4. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;      5. documentary evidence in accordance with ITB 16, establishing the Bidder’s eligibility to bid;      6. documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;      7. documentary evidence in accordance with ITB 18 and ITB 31, that the Goods and Related Services conform to the Bidding Document;      8. documentary evidence in accordance with ITB 19, establishing the Bidder’s qualifications to perform the contract if its Bid is accepted; and      9. any other document required in the BDS. |
| 1. Bid Submission Sheet and Price Schedules | * 1. The Bidder shall submit the Bid Submission Sheet using the form furnished in Section 4 (Bidding Forms). This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. |
|  | * 1. The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS. |
| 1. Alternative Bids | * 1. Unless otherwise indicated in the BDS, alternative Bids shall not be considered. |
| 1. Bid Prices and Discounts | * 1. The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below. |
|  | * 1. All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 32.3 |
|  | * 1. The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the Bid. |
|  | * 1. The Bidder shall quote discounts and the methodology for their application in the Bid Submission Sheet. |
|  | * 1. The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS. |
|  | * 1. Prices shall be quoted as specified in each Price Schedule included in Section 4 (Bidding Forms). The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser’s right to contract on any of the terms offered      1. for Goods offered from within the Purchaser’s country:  the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;sales tax and all other taxes applicable in the Purchaser’s country and payable on the Goods if the Contract is awarded to the Bidder; andthe total price for the item.  * + 1. for Goods offered from outside the Purchaser’s country:  the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser’s country, as specified in the BDS;the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS; andthe total price for the item.  * + 1. for Related Services whenever such are specified in the Schedule of Supply:  the local currency cost component of each item comprising the Related Services; andthe foreign currency cost component of each item comprising the Related Services, inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser’s country, payable on the Related Services, if the Contract is awarded to the Bidder. |
|  | * 1. Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, but a Bid submitted with no indexes identified in the Tables of Adjustment Data, price adjustment shall be treated as zero for the purpose of price adjustment during the performance of the contract. |
|  | * 1. If so indicated pursuant to ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their bid the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots are submitted and opened at the same time. |
| 1. Currencies of Bid | * 1. Bid prices shall be quoted in the following currencies:      1. Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Purchaser’s country.      2. If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser’s currency. |
| 1. Documents Establishing the Eligibility of the Bidder | * 1. To establish their eligibility in accordance with ITB 4, Bidders shall      1. complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and      2. if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate. |
| 1. Documents Establishing the Eligibility of the Goods and Related Services | * 1. To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section 4 (Bidding Forms). |
| 1. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document | * 1. To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Supply of Supply).   2. The documentary evidence may be in the form of literature, drawings, or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply). |
|  | * 1. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Supply). |
| 1. Documents Establishing the Qualifications of the Bidder | * 1. The documentary evidence of the Bidder’s qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser’s satisfaction that the Bidder meets each of the qualification criterion specified in Section 3 (Evaluation and Qualification Criteria). |
|  | * 1. If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in Section 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser’s country. |
|  | * 1. If so required in the BDS, a Bidder that does not conduct business within the Purchaser’s country shall submit evidence that it will be represented by an agent in the country equipped and able to carry out the Supplier’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. |
| 1. Period of Validity of Bids | * 1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive. |
|  | * 1. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid. |
| 1. Bid Security/ Bid-Securing Declaration | * 1. Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS. |
|  | * 1. If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed. |
|  | * 1. If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder’s option, in any of the following forms:      1. an unconditional bank guarantee,      2. an irrevocable letter of credit, or      3. a cashier’s or certified check,   all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms), or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2. |
|  | * 1. Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the Purchaser as nonresponsive. |
|  | * 1. If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s furnishing of the performance security pursuant to ITB 44. |
|  | * 1. If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required performance security. |
|  | * 1. The bid security may be forfeited or the Bid-Securing Declaration executed,      1. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB 20.2; or      2. if the successful Bidder fails to  sign the Contract Agreement in accordance with ITB 43;furnish a performance security in accordance with ITB 44; oraccept the arithmetical corrections of its bid in accordance with ITB 33. |
|  | * 1. The bid security or the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1. |
| 1. Format and Signing of Bid | * 1. The Bidder shall prepare one original set of the documents comprising the Bid as described in ITB 11 and clearly mark it “ORIGINAL.” Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE”. In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail. |
|  | * 1. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid. |
|  | * 1. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid. |
|  | 1. Submission and Opening of Bids |
| 1. Sealing and Marking of Bids | * 1. Bidders may always submit their bids by mail or by hand. When so specified in the BDS, Bidders have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows: |
|  | * + 1. Bidders submitting Bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 and ITB 23.3.     2. Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS. |
|  | * 1. The inner and outer envelopes shall      1. bear the name and address of the Bidder;      2. be addressed to the Purchaser in accordance with ITB 24.1;      3. bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the BDS; and      4. bear a warning not to open before the time and date for bid opening, in accordance with ITB 27.1. |
|  | * 1. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid. |
| 1. Deadline for Submission of Bids | * 1. Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS. |
|  | * 1. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| 1. Late Bids | * 1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder. |
| 1. Withdrawal, Substitution, and Modification of Bids | * 1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be      1. prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and      2. received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24. |
|  | * 1. Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders. |
|  | * 1. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof. |
| 1. Bid Opening | * 1. The Purchaser shall open the Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidders` designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS. |
|  | * 1. First, envelopes marked “WITHDRAWAL” shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened, read out, recorded, and exchanged for the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned unopened to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. Envelopes marked “MODIFICATION” shall be opened, read out, and recorded with the corresponding Bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further. |
|  | * 1. All other envelopes shall be opened one at a time, reading out the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), discounts, and alternative offers; the presence of a bid security or a Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1. |
|  | * 1. The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, any discounts, and alternative offers if they were permitted; and the presence or absence of a bid security or Bid-Securing Declaration, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids on time, and posted online if electronic bidding was permitted. |
|  | 1. Evaluation and Comparison of Bids |
| 1. Confidentiality | * 1. Information relating to the examination, evaluation, comparison, and postqualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all Bidders. |
|  | * 1. Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the Bids or Contract award decisions may result in the rejection of its Bid. |
|  | * 1. Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| 1. Clarification of Bids | * 1. To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser’s request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 33.   2. If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser’s request for clarification, its bid may be rejected. |
| 1. Deviations, Reservations, and Omissions | * 1. During the evaluation of Bids, the following definitions apply:      1. “Deviation” is a departure from the requirements specified in the Bidding Document;      2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and      3. “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document. |
| 1. Determination of Responsiveness | * 1. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB 11. |
|  | * 1. A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,      1. if accepted, would  affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); orlimits in any substantial way, inconsistent with the Bidding Document, the Purchaser’s rights or the Bidder’s obligations under the proposed Contract; or  * + 1. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids. |
|  | * 1. The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.   2. If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. |
| 1. Nonmaterial Nonconformi-ties | * 1. Provided that a Bid is substantially responsive, the Purchaser may waive nonconformities in the bid that do not constitute a material deviation, reservation, or omission. |
|  | * 1. Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. |
|  | * 1. Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria). |
| 1. Correction of Arithmetical Errors | * 1. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:      1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.      2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.      3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. |
|  | * 1. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected, and its bid security may be forfeited, or its Bid-Securing Declaration executed. |
| 1. Conversion to Single Currency | * 1. For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS. |
| 1. Margin of Preference | * 1. Unless otherwise specified in the BDS, a margin of preference shall not apply. |
| 1. Evaluation of Bids | * 1. The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodologies shall be permitted. |
|  | * 1. To evaluate a Bid, the Purchaser shall consider the following:      1. the bid price as quoted in accordance with ITB 14;      2. price adjustment for correction of arithmetic errors in accordance with ITB 33.1;      3. price adjustment due to discounts offered in accordance with ITB 14.4;      4. price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and      5. converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34. |
|  | * 1. The Purchaser’s evaluation of a bid will exclude and not take into account,      1. in the case of Goods offered from within the Purchaser’s country, all sales tax and all other taxes, applicable in the Purchaser’s country and payable on the Goods if the Contract is awarded to the Bidder;      2. in the case of Goods offered from outside the Purchaser’s country, all customs duties, sales tax, and other taxes, applicable in the Purchaser’s country and payable on the Goods if the Contract is awarded to the Bidder; and      3. any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid. |
|  | * 1. If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Bid Submission Sheet, is specified in Section 3 (Evaluation and Qualification Criteria). |
| 1. Comparison of Bids | * 1. The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 36. |
| 1. Post-qualification of the Bidder | * 1. The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily. |
|  | * 1. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 19. |
|  | * 1. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily. |
| 1. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids | * 1. The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
|  | 1. Award of Contract |
| 1. Award Criteria | * 1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| 1. Purchaser’s Right to Vary Quantities at Time of Award | * 1. At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document. |
| 1. Notification of Award | * 1. Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. |
|  | * 1. At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding. The Purchaser will publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of Bidders whose Bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing. |
|  | * 1. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract. |
| 1. Signing of Contract | * 1. Promptly after notification, the Purchaser shall send to the successful Bidder the Contract Agreement. |
|  | * 1. Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| 1. Performance Security | * 1. Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser. |
|  | * 1. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

|  |  |
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| Section 2 - Bid Data Sheet | |
| **A. General** | |
| **ITB 1.1** | The number of the Invitation for Bids (IFB) is: **(IUL)13-K/13/2022/167** |
| **ITB 1.1** | The Purchaser is: **Ministry of Environment, Climate Change and Technology** |
| **ITB 1.1** | The name of the international competitive bidding (ICB) is.  **Procurement of Goods: Outer Island Waste Collection Vessels - Retender**  The identification numberof the ICB is: **TES/2020/G-003-R01**  The number and identification of lots comprising this ICB is: **03 lots**  **Bidders may bid for only one lot, two lots in any combination or all three lots** |
| **ITB 2.1** | The Borrower is:  **The Government of the Republic of the Maldives** |
| **ITB 2.1** | The name of the Project is:  **Greater Male’ Environmental Improvement and Waste Management Project** |
| **B. Contents of Bidding Document** | |
| **ITB 7.1** | For **clarification purposes** only, the Purchaser’s address is:  Clarifications are to be in ***writing only***. No phone calls will be accepted   |  |  | | --- | --- | | Attention: | Ms. Fathimath Rishfa Ahmed | |  | Chief Procurement Executive | | Address: | National Tender | |  | Ministry of Finance, Ameenee Magu | | City: | Male’ | | ZIP Code: | 20379 | | Country: | Maldives | | Email: | [mohamed.mafaaz@finance.gov.mv](mailto:mohamed.mafaaz@finance.gov.mv) | | Cc to: | [tender@finance.gov.mv](mailto:tender@finance.gov.mv) | |
| **C. Preparation of Bids** | |
| **ITB 10.1** | The language of the Bid is: **English** |
| **ITB 11.1 (i)** | The Bidder shall submit with its Bid the following additional documents:   1. English translation of the company registration certificate 2. List of wear parts 3. Trading License of 2020 or its Equivalent for foreign firms 4. Manufacturer's Authorization 5. Contract agreements for the past and ongoing contracts that are similar in nature. For completed contracts, Local purchase orders, submit Acceptance certificates or equivalents for foreign firms 6. GST Registration Certificate (for Local bidders incorporated in Maldives and foreign bidders with GST Registration in Maldives) 7. The audited financial statements for the last 3 years (2018, 2019, 2020) 8. List of Authorized After Sale & Maintenance Service   Bidders MUST fill in and submit all the forms given in **Section 4, Bidding Forms.** |
| **ITB 12.2** | The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive. |
| **ITB 13.1** | Alternative Bids are ***not***permitted. |
| **ITB 14.5** | The Incoterms edition is: **2020** |
| ITB 14.6 (b) (i) | For Goods offered from outside the Purchaser’s country, the Bidder shall quote prices using the following Incoterms: **CIF Male’** |
| ITB 14.6 (b) (ii) | In addition to the above, the Bidder shall quote prices for Goods offered from outside the Purchaser’s country using the following Incoterms: **CIF Male’** |
| **ITB 14.7** | The prices quoted by the Bidder shall be adjustable for shipbuilding steel grad A per price adjustment schedule in section 4 |
| **ITB 14.8** | Prices quoted shall be 100% of the items and quantities as specified, otherwise the bid shall be rejected as non-responsive. |
| **ITB 15.1** | The Bidder is required to quote in **MVR** for the portion of the bid price that corresponds to **expenditures incurred in Purchaser’s Country** |
| **ITB 19.2** | The Bidder ***shall*** include with its bid the **Manufacturer’s Authorization.**  Manufacturer’s authorization in the form provided in Section IV, Bidding Forms that the Bidder is duly authorized by the goods’ manufacturer or producer to supply the goods in The Maldives and that he extends his full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the Bidder |
| **ITB 19.3** | The Bidder is ***not*** required to include with its bid, evidence that it will be represented by an Agent in the Purchaser’s country. |
| **ITB 20.1** | The bid validity period shall be **120 days.** |
| **ITB 21.1** | The Bidder shall furnish a bid security in the amount of:  For Lot 1: **USD 29,000**  For Lot 2: **USD 29,000**  For Lot 3: **USD 29,000** |
| **ITB 21.2** | Not Applicable |
| **ITB 21.4** | Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Purchaser as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Purchaser shall request the Bidder to submit a compliant bid security within 14 days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid. |
| **ITB 22.1** | In addition to the original Bid, the number of copies is: **One Authentic Hard Copy (stamped), and One Authentic Soft Copy (stamped and scanned)** |
| **ITB 22.2** | The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: power of attorney specifying the representative’s authority to sign the Bid on behalf of, and to legally bind, the Bidder. If the Bidder is an intended or an existing joint venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the joint venture to sign on behalf of, and legally bind, the intended or existing joint venture. If the joint venture has not yet been formed, also include evidence from all proposed joint venture partners of their intent to enter into a joint venture in the event of a contract award in accordance with ITB 16.1 (b) |
| **ITB 22.2** | The Bidder shall submit an acceptable authorization within 14 days. |
| **D. Submission and Opening of Bids** | |
| **ITB 23.1** | Bidders ***shall not*** have the option of submitting their bids electronically. |
| **ITB 23.1 (b)** | If Bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be:  **Not Aplicable** |
| **ITB 23.2 (c)** | The identification of this bidding process is:  **TES/2020/G-04-R01,** Procurement of Outer Island waste Collection Transfer Vessel (03 lots) |
| **ITB 24.1** | For **bid submission purposes** only, the Purchaser’s address is:   |  |  | | --- | --- | | Attention: | Ms. Fathimath Rishfa Ahmed | |  | Chief Procurement Executive | | Address: | National Tender | |  | Ministry of Finance, Ameenee Magu | | City: | Male’ | | ZIP Code: | 20379 | | Country: | Maldives | |
| **ITB 24.1** | **The deadline for bid submission is:**  Date: **JUNE 09, 2022**  Time: **1100 hours Maldivian Time** |
| **ITB 27.1** | **The bid opening shall take place at:**  National Tender  Ministry of Finance  Ameenee Magu, City: Male,ZIP code: 20379  Maldives  Date: **same as ITB24.1 above**  Time: **same as ITB24.1 above** |
| **ITB 27.1** | The electronic bid opening procedure shall be as follows:  **Not Applicable** |
| **ITB 27.3** | The Bid Submission Sheet and Price Schedules shall be initialled by **two (2)** representative of the Purchaser attending Bid Opening. |
| **E. Evaluation and Comparison of Bids** | |
| **ITB 34.1** | The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is:  **US Dollars (USD)**  The source of the selling exchange rate shall be: Maldives Monetary Authority, Republic of Maldives. <https://www.mma.gov.mv>  The date for the selling exchange rate shall be: the selling exchange rate as published by the MMA 28 days prior to the Bid Submission deadline |
| **ITB 35.1** | **A margin of preference does not apply** |
| **ITB 38.2** | The qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors shall be permitted.  The Bidder shall fill out the Affiliate Company Guarantee Form included in Section 4 (Bidding Forms) for each subsidiary, parent entity, affiliate, subcontractor, etc. that the Bidder submits for consideration of the Purchaser in determining its qualifications.” |
| **F. Award of Contract** | |
| **ITB 41.1** | The maximum percentage by which quantities may be increased is: Nil  The maximum percentage by which quantities may be decreased is: Nil |

Section 3 - Evaluation and Qualification Criteria

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1. Technical Criteria
   1. Technical Criteria

The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section 6 (Schedule of Supply) shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids.

* 1. Margin of Preference

Not Applicable

* 1. Economic Criteria

Economic criteria are applied when evaluating a Bid to determine the lowest evaluated Bid. These criteria are the bid price and other factors expressed in monetary terms such as those related to characteristics, performance, and terms and conditions of the purchase of the goods. The monetary values **of the factors provide the adjustment of the bid price for comparison purposes.**

* + 1. Adjustment for Scope
       1. Local Handling and Inland Transportation

Costs for inland transportation, insurance, and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to Project Site as defined in Section 6 (Schedule of Supply), shall be quoted in the Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser’s Country provided In Section 4 (Bidding Forms). These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs will be estimated by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, or other appropriate sources, and added to EXW or CIF or CIP price.

* + - 1. Minor Omissions or Missing Items

Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

* + 1. Adjustment for Deviations from the Terms of Payment

Deviations from the Terms of Payment as specified in SCC 16.1 are not permitted.

* + 1. Adjustment for Deviations in the Delivery and Completion Schedule

Bidders are required to base their prices on the Delivery and Completion Schedule specified in Section 6 (Schedule of Supply).

The Goods covered by this bidding process are required to be delivered in accordance with, and completed within, the Delivery and Completion Schedule specified in Section 6 (Schedule of Supply). No credit will be given for earlier completion. Bids offering late contract performance schedules will be accepted but the Bids shall be adjusted in the evaluation by adding to the Bid Price at the rate of 0.05% of the Bid Price for each day of delay. Bids offering delivery schedules beyond 10 months of the date specified in Section 6 (Schedule of Supply), shall be rejected.

* + 1. Operating and Maintenance (O&M) Costs

Not applicable

* + 1. Spare Parts

The bidder must provide a list of itemized and quantified wear parts, likely to be required during the initial period of 2 year of operation. The Bidder must nominate likely required spare parts. The total cost of these items at the unit prices quoted in each Bid shall be added to the Bid Price.”

* + 1. Performance and Productivity of the Goods

Not Applicable

* 1. Multiple Lots (Contracts)

Goods are grouped in lots.

The Purchaser will evaluate and compare Bids on the basis of a lot, or a combination of lots, or as a total of lots to arrive at the least cost combination for the Purchaser by taking into account discounts offered by Bidders in case of award of multiple contracts.

Purchaser will award based upon the best combination of lots offered

If a Bidder submits successful Bids for multiple lots (lowest evaluated substantially responsive Bids), the evaluation will also include an assessment of the Bidder’s capacity to meet the aggregated qualifying requirements relating to:

* Average Annual Turnover

##### 2. Qualification Criteria

Bidders shall meet the qualification criteria set by the Purchaser on a pass-fail basis. As per ITB 38.2, it is the legal entity or entities comprising the Bidder, or the Bidder’s parent companies, subsidiaries, or affiliates that must satisfy these criteria.

Bidder shall fill out the Affiliate Company Guarantee Form included in Section 4 (Bidding Forms) for each subsidiary, parent entity, affiliate, subcontractor, etc. that the Bidder submits for consideration of the Purchaser in determining its qualifications

**2.1 Eligibility and Pending Litigation**

**2.1.1 Eligibility**

| **Criteria** | **Compliance Requirements** | | | | **Documents** |
| --- | --- | --- | --- | --- | --- |
| **Requirement** | **Single Entity** | **Joint Venture** | | | **Submission Requirements** |
| **All Partners Combined** | **Each Partner** | **One Partner** |

**2.1.1.1 Nationality**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Nationality in accordance with ITB Subclause 4.2. | must meet requirement | must meet requirement | must meet requirement | not applicable | Bid Submission Sheet; Forms ELI – 1 and ELI - 2 |

**2.1.1.2 Conflict of Interest**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No conflicts of interest in accordance with ITB Subclause 4.3. | must meet requirement | must meet requirement | must meet requirement | not applicable | Bid Submission Sheet |

**2.1.1.3 ADB Eligibility**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Not having been declared ineligible by ADB, as described in ITB Subclause 4.4. | must meet requirement | must meet requirement | must meet requirement | not applicable | Bid Submission Sheet |

**2.1.1.4 Government-Owned Enterprise**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Bidder required to meet conditions of ITB Subclause 4.5. | must meet requirement | must meet requirement | must meet requirement | not applicable | Bid Submission Sheet; Forms ELI – 1 and ELI - 2 |

**2.1.1.5 United Nations Eligibility**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB Subclause 4.7. | must meet requirement | must meet requirement | must meet requirement | not applicable | Bid Submission Sheet |

**2.1.2 Pending Litigation**

Pending litigation and arbitration criterion ***shall not*** apply.

**2.2 Experience and Technical Capacity**

**2.2.1 Contractual Experience**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Criteria** | **Compliance Requirements** | | | | **Documents** |
| **Requirement** | **Single Entity** | **Joint Venture** | | | **Submission Requirements** |
| **All Partners Combined** | **Each Partner** | **One Partner** |
| Successful completion as main supplier for **bidders applying for 1 lot only**: at least 2 contracts within the last 5 years, each valued at USD 1,500,000 with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply):  Successful completion as main supplier f**or bidders applying for any combination of 2 lots only:** at least 2 contracts within the last 5 years, each valued at USD 3,000,000 with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply): or any three (3) contracts successfully completed within the past 5 years totalling USD 6,000,000  Successful completion as main supplier f**or bidders applying for all three lots:** at least 2 contracts within the last 5 years, each valued at USD 4,500,000 with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply): or any three (3) contracts successfully completed within the past 5 years totalling USD 9,000,000  Nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply): Sea going transport vessels or landing crafts | must meet requirement | must meet requirement | not applicable | not applicable | Form EXP – 1  Plus documentary evidence |

**2.2.2 Technical Experience**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Criteria** | **Compliance Requirements** | | | | **Documents** |
| **Requirement** | **Single Entity** | **Joint Venture** | | | **Submission Requirements** |
| **All Partners Combined** | **Each Partner** | **One Partner** |
| The Bidder shall demonstrate that the goods offered have   * + 1. been in production for at least 5 years and     2. been sold a minimum of 2 units of similar type and specification over the last three (3) years (2018, 2019, 2020);     3. been in operation for a minimum of 3 years. | must meet requirement | must meet requirement | not applicable | not applicable | Form EXP – 2  Plus documentary evidence |

**2.2.3 Production Capacity**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Criteria** | **Compliance Requirements** | | | | **Documents** |
| **Requirement** | **Single Entity** | **Joint Venture** | | | **Submission Requirements** |
| **All Partners Combined** | **Each Partner** | **One Partner** |
| The Bidder or manufacturer shall demonstrate***a*** that it can supply the type, size, and quantity of the goods as required by Purchaser in accordance with the Delivery and Completion Schedule in Section 6 (Schedule of Supply). | must meet requirement | must meet requirement | not applicable | not applicable | Form EXP – 3  plus documentary evidence |

- Note -

**a** *Bidder or Manufacturer must provide evidence of production output.*

**2.3 Financial Situation**

**2.3.1 Historical Financial Performance**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Criteria** | **Compliance Requirements** | | | | **Documents** |
| **Requirement** | **Single Entity** | **Joint Venture** | | | **Submission Requirements** |
| **All Partners Combined** | **Each Partner** | **One Partner** |
| Submission of audited financial statements or, if not required by the law of the Bidder’s country, other financial statements acceptable to the Purchaser, for the last **3 years (2018, 2019, 2020) t**o demonstrate the current soundness of the Bidder’s financial position. As a minimum, the Bidder’s net worth for the last year calculated as the difference between total assets and total liabilities **should be positive.** | must meet requirement | not applicable | must meet requirement | not applicable | Form FIN - 1 |

**2.3.2 Size of Operation (Average Annual Turnover)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Criteria** | **Compliance Requirements** | | | | **Documents** |
| **Requirement** | **Single Entity** | **Joint Venture** | | | **Submission Requirements** |
| **All Partners Combined** | **Each Partner** | **One Partner** |
| Minimum average annual turnover of  For bidders applying for 01 lot: 4,400,000 USD  For bidders applying for combination of 02 lots : 7,100,000 USD  For bidders applying for all 03 lots combined: US$ 8,100,000  calculated as total payments received by the Bidder for contracts completed or under execution over the **last 3 years (2018, 2019, 2020)**. | must meet requirement | must meet requirement | must meet  25%  of the requirement | must meet  40%  of the requirement | Form FIN - 2 |

**2.3.3 Cash Flow Capacity**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Criteria** | **Compliance Requirements** | | | | **Documents** |
| **Requirement** | **Single Entity** | **Joint Venture** | | | **Submission Requirements** |
| **All Partners Combined** | **Each Partner** | **One Partner** |
| Availability of or access to liquid assets, lines of credit, and other finances sufficient to meet **cash flow requirement which is**  For bidders applying for 01 lot  2,900,000 USD  For bidders applying for 02 lots: 3,600,000 USD  For bidders applying for all lots: 4,500,000USD | must meet requirement | must meet requirement | must meet  25%  of the requirement | must meet  40%  of the requirement | Form FIN - 3 |

Section 4 - Bidding Forms

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BID SUBMISSION CHECKLIST (Check here that you have included everything asked for!!)

|  |  |
| --- | --- |
| Is the Original Bid Submission Sheet signed in ink by an Authorised Person |  |
| Have you considered all Addendums to Bid, Minutes of Pre-Bid Meeting and Clarifications issued in preparation of YOUR BID? |  |
| Have you answered Items b), c), d), e), k) and l) in Section 4, Bid Submission Sheet – You may submit only original (ink signed) copies and ***not*** scanned copies. |  |
| Have you included the “Power of Attorney” authorising the representative to sign? **Section 2, ITB 22.2** |  |
| Have you provided the correct number of days (120 days) for BID VALIDITY? **Section 2, ITB 20.1** |  |
| Have you included an ORIGINAL, SIGNED Bid Security per **Section 2 ITB 21.3. You may *not* submit a SWIFT message as a Bid Security.** Note that Bid Security must be valid for 28 days beyond Bid Validity |  |
| Have you included your COVID-19 Health Plan, HS-C19. **Note! Failure to include this Form will lead to disqualification of your Bid** |  |
| Have you filled out all of the Forms contained in YOUR BID SUBMISSION PACKAGE |  |
| Have you shown your Bank the Required Performance Security Demand Guarantee Format and made arrangements to Finance Your Performance Security should you be awarded the Contract |  |
| Are all Price Schedules filled, including delivery costs and country of origin |  |
| Are all of the Bidding Forms in YOUR BID supported with documentary Evidence as requested?  IT IS NOT ENOUGH TO JUST FILL IN THE FORMS – YOU MUST PROVIDE PROOF |  |
| **Form ELI – 1: Bidder’s Information Sheet:** If forming a JV – an MOU or Letter of Intenet to be provided, Articles of Incorporation and othe requirements per GoM |  |
| **Form ELI - 2: Joint Venture Information Sheet:** Full Name and numbers of JV members and As Above |  |
| **Form EXP - 1: Contractual Experience:** Copies of Previous similar projects including completeion certificates or commission certificates |  |
| **Form EXP - 2: Technical Experience;** Supporting evidence of claims made on number of units sold, capacity, years in production |  |
| **Form EXP - 3: Production Capacity:** evidence of production capacity, facility |  |
| **Form Fin-1: Financial Statements** Provide Independently Audited End of Year Taxation /Financial Statements for the years ending 2020, 2019, and 2018 |  |
| **Form Fin-2: Average Annual Turnover:** This information is usually assessed from the Financial Statements provided in Fin-1. |  |
| **Form Fin-3: Cash Flow Capacity.** All members of the JV or single entities must provide information relating to available cash assets, Lines of Credit (Bank Proof to be provided) |  |
| As per ITB 11.1 (i). The Bidder shall submit with its Bid the following additional documents:   1. English translation of the company registration certificate |  |
| 1. List of wear parts |  |
| 1. Trading License of 2020 or its Equivalent for foreign firms |  |
| 1. Manufacturer's Authorization for each Manufacturer |  |
| 1. Contract agreements for the past and ongoing contracts that are similar in nature. For completed contracts, local purchase orders, submit Acceptance Certificates, Completion Certificates or Taking Over certificates or equivalents for foreign firms |  |
| 1. GST Registration Certificate (for Local bidders incorporated in Maldives and foreign bidders with GST Registration in Maldives) |  |
| 1. The audited financial statements for the last 3 years (2018, 2019, 2020) |  |
| 1. List of Authorized After Sale & Maintenance Service |  |
| Have you pre-arranged delivery of YOUR BID submission?  Make arrangements in advance for delivery of the Bid, especially if using a courier or postal service. Have you made arrangements to confirm or track YOUR BID Submission? Note longer times because of COVID |  |

Bid Submission Sheet

- Note -

*The bidder must accomplish the Bid Submission Sheet on its letterhead clearly showing the bidder’s complete name and address.* *The bidder should prepare his price “per lot“accepting that the Purchaser may decide to award to only one lot within the offer and that according to ITB 39.1 . The Bidder should include, in the signed Bid Submission Sheet, item (d), any discounts offered for multiple awards such as i) the following discount is offered for award of two lots and ii) the following discount is offered for the award of three lots.*

Date:

International Competitive Bidding (ICB) No.:

Invitation for Bid (IFB) No.:

Alternative No.:

To: [*insert complete name of the purchaser*]

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
2. We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services: . . . [*insert a brief description of the goods and related services*] . . .
3. The total price of our Bid, excluding any discounts offered in item (d) below, is

*[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]*

*The total bid price from the price schedules should be entered by the bidder inside this box. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the bid.*

1. The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted, the following discounts shall apply: . . . . . [*specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies*] . . . . .

Methodology of Application of the Discounts: The discounts shall be applied using the following method: . . . . . [*specify in detail the method that shall be used to apply the discounts*] . . . .

1. Our Bid shall be valid for a period of . . . . [*insert validity period as specified in ITB 20.1 of the BDS*] . . . . days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
2. If our Bid is accepted, we commit to obtain a Performance Security in the amount of . . . . . [*specify a figure between 5% and 10%, which should be consistent with that of SCC 18.1*] . . . . . percent of the Contract Price for the due performance of the Contract.
3. Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
4. We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
5. We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Document.
6. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the ADB, under the Purchaser’s country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
7. [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].**[[2]](#footnote-2)**
8. The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: **[[3]](#footnote-3)**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
|  |  |  |  |
|  |  |  |  |

1. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
2. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
3. We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of Date

|  |
| --- |
| Price Schedule 1  for Goods  to Be Offered from Within the Purchaser’s Country |
| The bidder should prepare his price “per lot“accepting that the Purchaser may decide to award to only one lot within the offer and that according to ITB 39.1 . The Bidder should include, in the signed Bid Submission Sheet, item (d), any discounts offered for multiple awards such as  i) the following discount is offered for award of two lots and ii) the following discount is offered for the award of three lots. |

Name of Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ IFB Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_ of \_\_\_

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Lot 1: vessel 01** | | | | | | | | |
| **Item** | **Description** | **Country of**  **Origin** | **Domestic Value Added in Percent** | **Quantity**  **and Unit of Measurement** | **Unit Price EXW** | **Total EXW Price per item** | **Sales and Other Taxes**  **Per Item** | **Total Price per Item including Taxes** |
| **1** | **2** | **3** | **4** | **5** | **6** | **7 = 5 x 6** | **8** | **9 = 7 + 8** |
| 01 Landing craft vessel as per section 6 consisting of: | | | | | | | | |
| a | hull and super structure including painting, and all furnishings |  |  | 01 unit |  |  |  |  |
| b | Engine units as per section 6 |  |  | 02 units |  |  |  |  |
| c | Propulsion units (nozzle, shafts, gearbox, etc.) as per section 6 |  |  | 02 units |  |  |  |  |
| d | Gensets (as per section 6) (one 50 KW, one 100 KW) |  |  | LS |  |  |  |  |
| e | Crane as per section 6 |  |  | 01 unit |  |  |  |  |
| f | Fixed mounted Roll packers as per section 6 |  |  | 02 units |  |  |  |  |
| g | hydraulics, sanitary, electrical, nautical, communication etc. |  |  | LS |  |  |  |  |
| h | Safety appliances and equipment |  |  | LS |  |  |  |  |
| i | Transport costs (ship on ship) (if necessary) |  |  | LS |  |  |  |  |
| j | 2 years spare and wear parts as per section 6 |  |  | LS |  |  |  |  |
|  | **related services** |  |  | **see price schedule 03** |  |  |  |  |
| **Total Amount** | | | | | |  |  |  |

Notes:

Column 4:In accordance with margin of preference ITB 38, if applicable.

Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.

Column 6: Incoterm in accordance with ITB 14

Currency in accordance with ITB 15

Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

Column 8: Payable in the Purchaser’s country if Contract is awarded

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

| **Lot 2: vessel 02** | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Item** | **Description** | **Country of**  **Origin** | **Domestic Value Added in Percent** | **Quantity**  **and Unit of Measurement** | **Unit Price EXW** | **Total EXW Price per item** | **Sales and Other Taxes**  **Per Item** | **Total Price per Item including Taxes** |
| **1** | **2** | **3** | **4** | **5** | **6** | **7 = 5 x 6** | **8** | **9 = 7 + 8** |
| 01 Landing craft vessel as per section 6 consisting of: | | | | | | | | |
| a | hull and super structure including painting, and all furnishings |  |  | 01 unit |  |  |  |  |
| b | Engine units as per section 6 |  |  | 02 units |  |  |  |  |
| c | Propulsion units (nozzle, shafts, gearbox, etc.) as per section 6 |  |  | 02 units |  |  |  |  |
| d | Gensets (as per section 6) (one 50 KW, one 100 KW) |  |  | LS |  |  |  |  |
| e | Crane as per section 6 |  |  | 01 unit |  |  |  |  |
| f | Fixed mounted Roll packers as per section 6 |  |  | 02 units |  |  |  |  |
| g | hydraulics, sanitary, electrical, nautical, communication etc. |  |  | LS |  |  |  |  |
| h | Safety appliances and equipment |  |  | LS |  |  |  |  |
| i | Transport costs (ship on ship) (if necessary) |  |  | LS |  |  |  |  |
| j | 2 years spare and wear parts as per section 6 |  |  | LS |  |  |  |  |
|  | **related services** |  |  | **see price schedule 03** |  |  |  |  |
| **Total Amount** | | | | | |  |  |  |

Notes:

Column 4:In accordance with margin of preference ITB 38, if applicable.

Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.

Column 6: Incoterm in accordance with ITB 14

Currency in accordance with ITB 15

Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

Column 8: Payable in the Purchaser’s country if Contract is awarded

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

| **Lot 3: vessel 03** | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Item** | **Description** | **Country of**  **Origin** | **Domestic Value Added in Percent** | **Quantity**  **and Unit of Measurement** | **Unit Price EXW** | **Total EXW Price per item** | **Sales and Other Taxes**  **Per Item** | **Total Price per Item including Taxes** |
| **1** | **2** | **3** | **4** | **5** | **6** | **7 = 5 x 6** | **8** | **9 = 7 + 8** |
| 01 Landing craft vessel as per section 6 consisting of: | | | | | | | | |
| a | hull and super structure including painting, and all furnishings |  |  | 01 unit |  |  |  |  |
| b | Engine units as per section 6 |  |  | 02 units |  |  |  |  |
| c | Propulsion units (nozzle, shafts, gearbox, etc.) as per section 6 |  |  | 02 units |  |  |  |  |
| d | Gensets (as per section 6) (one 50 KW, one 100 KW) |  |  | LS |  |  |  |  |
| e | Crane as per section 6 |  |  | 01 unit |  |  |  |  |
| f | Fixed mounted Roll packers as per section 6 |  |  | 02 units |  |  |  |  |
| g | hydraulics, sanitary, electrical, nautical, communication etc. |  |  | LS |  |  |  |  |
| h | Safety appliances and equipment |  |  | LS |  |  |  |  |
| i | Transport costs (ship on ship) (if necessary) |  |  | LS |  |  |  |  |
| j | 2 years spare and wear parts as per section 6 |  |  | LS |  |  |  |  |
|  | **related services** |  |  | **see price schedule 03** |  |  |  |  |
| **Total Amount** | | | | | |  |  |  |

Notes:

Column 4:In accordance with margin of preference ITB 38, if applicable.

Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.

Column 6: Incoterm in accordance with ITB 14

Currency in accordance with ITB 15

Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

Column 8: Payable in the Purchaser’s country if Contract is awarded

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

|  |
| --- |
| Price Schedule 2.  for Goods to Be Offered from Outside the Purchaser’s Country |

The bidder should prepare his price “per lot“accepting that the Purchaser may decide to award to only one lot within the offer and that according to ITB 39.1. The Bidder should include, in the signed Bid Submission Sheet, item (d), any discounts offered for multiple awards such as i) the following discount is offered for award of two lots and ii) the following discount is offered for the award of three lots.

Name of Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ IFB Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_ of \_\_\_

| **Lot 1: vessel 01** | | | | | |
| --- | --- | --- | --- | --- | --- |
| **Item** | **Description** | **Country of Origin** | **Quantity and Unit of Measurement** | **Unit Price**  **CIF** | **Total Price**  **CIF** |
| **1** | **2** | **3** | **4** | **5** | **7 = 4 x 5** |
| 01 | Landing craft vessel as per section 6 consisting of: | | | | |
| a | hull and super structure including painting, and all furnishings |  | 01 unit |  |  |
| b | Engine as per section 6 |  | 02 units |  |  |
| c | Propulsion units (nozzle, shafts, gearbox,etc.) as per section 6 |  | 02 units |  |  |
| d | Genset as per section 6 (one 50 kW, one 100 kW) |  | LS |  |  |
| e | Crane as per section 6 |  | 01 unit |  |  |
| f | Fixed mounted Roll packers as per section 6 |  | 02 units |  |  |
| g | hydraulics, sanitary, electrical, nautical, communication etc. |  | LS |  |  |
| h | Safety appliances and small equipment |  | LS |  |  |
| i | Transport costs (ship on ship) (if necessary) |  | LS |  |  |
| j | 2 years spare and wear parts as per section 6 |  | LS |  |  |
|  | **related services** |  | **see price schedule 03** |  |  |
| **Total Amount** | | | | |  |

Notes:

Columns 5 and 6: Incotermin accordance with ITB 14

Currency in accordance with ITB 15

Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

| **Lot 2: vessel 02** | | | | | |
| --- | --- | --- | --- | --- | --- |
| **Item** | **Description** | **Country of Origin** | **Quantity and Unit of Measurement** | **Unit Price**  **CIF** | **Total Price**  **CIF** |
| **1** | **2** | **3** | **4** | **5** | **7 = 4 x 5** |
| 01 | Landing craft vessel as per section 6 consisting of: | | | | |
| a | hull and super structure including painting, and all furnishings |  | 01 unit |  |  |
| b | Engine as per section 6 |  | 02 units |  |  |
| c | Propulsion units (nozzle, shafts, gearbox,etc.) as per section 6 |  | 02 units |  |  |
| d | Genset as per section 6 (one 50 kW, one 100 kW) |  | LS |  |  |
| e | Crane as per section 6 |  | 01 unit |  |  |
| f | Fixed mounted Roll packers as per section 6 |  | 02 units |  |  |
| g | hydraulics, sanitary, electrical, nautical, communication etc. |  | LS |  |  |
| h | Safety appliances and small equipment |  | LS |  |  |
| i | Transport costs (ship on ship) (if necessary) |  | LS |  |  |
| j | 2 years spare and wear parts as per section 6 |  | LS |  |  |
|  | **related services** |  | **see price schedule 03** |  |  |
| **Total Amount** | | | | |  |

Notes:

Columns 5 and 6: Incotermin accordance with ITB 14

Currency in accordance with ITB 15

Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

| **Lot 3: vessel 03** | | | | | |
| --- | --- | --- | --- | --- | --- |
| **Item** | **Description** | **Country of Origin** | **Quantity and Unit of Measurement** | **Unit Price**  **CIF** | **Total Price**  **CIF** |
| **1** | **2** | **3** | **4** | **5** | **7 = 4 x 5** |
| 01 | Landing craft vessel as per section 6 consisting of: | | | | |
| a | hull and super structure including painting, and all furnishings |  | 01 unit |  |  |
| b | Engine as per section 6 |  | 02 units |  |  |
| c | Propulsion units (nozzle, shafts, gearbox,etc.) as per section 6 |  | 02 units |  |  |
| d | Genset as per section 6 (one 50 kW, one 100 kW) |  | LS |  |  |
| e | Crane as per section 6 |  | 01 unit |  |  |
| f | Fixed mounted Roll packers as per section 6 |  | 02 units |  |  |
| g | hydraulics, sanitary, electrical, nautical, communication etc. |  | LS |  |  |
| h | Safety appliances and small equipment |  | LS |  |  |
| i | Transport costs (ship on ship) (if necessary) |  | LS |  |  |
| j | 2 years spare and wear parts as per section 6 |  | LS |  |  |
|  | **related services** |  | **see price schedule 03** |  |  |
| **Total Amount** | | | | |  |

Notes:

Columns 5 and 6: Incotermin accordance with ITB 14

Currency in accordance with ITB 15

Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

|  |
| --- |
| Price Schedule 3.  for Related Services to Be Offered from Outside and Within the Purchaser’s Country |

Name of Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ IFB Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_ of \_\_\_

| Lot 1: vessel 01 | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Item No. | Description | Country of Origin | Quantity and Unit of Measurement | Unit Price | | Total Price per Item | |
| (a) | (b) | (a) | (b) |
| Foreign Currency | Local Currency | Foreign Currency | Local Currency |
| **1** | **2** | **3** | **4** | **5(a)** | **5(b)** | **6(a) = 4 x 5(a)** | **6(b) = 4 x 5(b)** |
| **2.1.1** | Builders design and engineering costs for 01 unit (lot 1) |  | LS |  |  |  |  |
| **2.1.2** | Marine Surveyor Fees and Expenses for Design Review Stage and During Construction Up To Commissioning including classification of Vessels ***for 01 vessel)*** |  | LS |  |  |  |  |
| **2.1.3** | Cost of lnsurance for 01 vessels (01 year) |  | LS |  |  |  |  |
| **2.1.4** | Training for the crew in design, operation, and maintenance af vessel Systems plus maneuvering of the vessel and deck work for one vessel |  | LS |  |  |  |  |
| **2.1.5** | Provision of Documentation including As-Built Drawings for 1 vessel |  | LS |  |  |  |  |
|  |  |  |  | **Total Amount for vessel 01** | |  |  |

**Notes:**

Columns 5 and 6: Currencies in accordance with ITB 15

Prices are to be quoted inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser’s country and payable on the Related Services, if the Contract is awarded to the Bidder

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Name of Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ IFB Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_ of \_\_\_

| Lot 2: vessel 02 | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Item No. | Description | Country of Origin | Quantity and Unit of Measurement | Unit Price | | Total Price per Item | |
| (a) | (b) | (a) | (b) |
| Foreign Currency | Local Currency | Foreign Currency | Local Currency |
| **1** | **2** | **3** | **4** | **5(a)** | **5(b)** | **6(a) = 4 x 5(a)** | **6(b) = 4 x 5(b)** |
| **2.2.1** | Builders design and engineering costs for 01 unit (lot 1) |  | LS |  |  |  |  |
| **2.2.2** | Marine Surveyor Fees and Expenses for Design Review Stage and During Construction Up To Commissioning including classification of Vessels ***for 01 vessel)*** |  | LS |  |  |  |  |
| **2.2.3** | Cost of lnsurance for 01 vessels (01 year) |  | LS |  |  |  |  |
| **2.2.4** | Training for the crew in design, operation, and maintenance af vessel Systems plus maneuvering of the vessel and deck work for one vessel |  | LS |  |  |  |  |
| **2.2.5** | Provision of Documentation including As-Built Drawings for 1 vessel |  | LS |  |  |  |  |
|  |  |  |  | **Total Amount for vessel 02** | |  |  |

**Notes:**

Columns 5 and 6: Currencies in accordance with ITB 15

Prices are to be quoted inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser’s country and payable on the Related Services, if the Contract is awarded to the Bidder

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Name of Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ IFB Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_ of \_\_\_

| Lot 3: vessel 03 | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Item No. | Description | Country of Origin | Quantity and Unit of Measurement | Unit Price | | Total Price per Item | |
| (a) | (b) | (a) | (b) |
| Foreign Currency | Local Currency | Foreign Currency | Local Currency |
| **1** | **2** | **3** | **4** | **5(a)** | **5(b)** | **6(a) = 4 x 5(a)** | **6(b) = 4 x 5(b)** |
| **2.3.1** | Builders design and engineering costs for 01 unit (lot 1) |  | LS |  |  |  |  |
| **2.3.2** | Marine Surveyor Fees and Expenses for Design Review Stage and During Construction Up To Commissioning including classification of Vessels ***for 01 vessel)*** |  | LS |  |  |  |  |
| **2.3.3** | Cost of lnsurance for 01 vessels (01 year) |  | LS |  |  |  |  |
| **2.3.4** | Training for the crew in design, operation, and maintenance af vessel Systems plus maneuvering of the vessel and deck work for one vessel |  | LS |  |  |  |  |
| **2.3.5** | Provision of Documentation including As-Built Drawings for 1 vessel |  | LS |  |  |  |  |
|  |  |  |  | **Total Amount for vessel 03** | |  |  |

**Notes:**

Columns 5 and 6: Currencies in accordance with ITB 15

Prices are to be quoted inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser’s country and payable on the Related Services, if the Contract is awarded to the Bidder

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Tables of Adjustment Data

**Only for raw material (shipbuilding steel Grade A)**

*To be entered by the bidder*

**Table A - Local Currency**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Index**  **Code** | **Index Description** | **Source of Index** | **Base Value**  **and Date** | **Bidder’s**  **Local Currency Amount** | **Bidder’s**  **Proposed**  **Weighting** |
|  | Nonadjustable | --- | --- | --- | a: 0.1  b:  c:  d:  e: \_\_\_\_\_\_\_\_\_ |
|  |  |  | **Total** |  | **1.00** |

**Table B - Foreign Currency**

Name of Currency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Insert name of currency. If the bidder wishes to quote in more than one foreign currency, but in no case more than three, this table should be repeated for each foreign currency.*

To be entered by the bidder

To be entered by the bidder

To be entered by the bidder

To be entered by the bidder

To be entered by the bidder

| **Index Code** | **Index Description** | **Source of Index** | **Base Value and Date** | **Bidder’s Currency in Type/Amount** | **Equivalent in FC1** | **Bidder’s Proposed Weighting** |
| --- | --- | --- | --- | --- | --- | --- |
|  | Nonadjustable | ---  To be entered by the bidder | --- | --- |  | a: 0.1  *To be entered by the bidder*  b:  c:  d:  e: \_\_\_\_\_\_\_\_\_ |
|  |  |  |  | **Total** |  | **1.00** |

- Note -

*The base date shall be the date 28 days prior to the deadline for submission of the bid.*

*Tables of Adjustment Data shall only be included if prices are to be quoted as adjustable prices in accordance with ITB 14.7.*

**Bid Security**

**Bank Guarantee**

*[insert bank’s name, and address of issuing branch or office]* **[[4]](#footnote-4)**

**Beneficiary:** *Ministry of Finance*

**Date:** *[insert date (as day, month, and year)]*

**Bid Security No.:** *[insert number]*

We have been informed that . . . . . *[insert name of the bidder]* . . . . . (hereinafter called "the Bidder") has submitted to you its bid dated . . . . . *[insert date (as day, month, and year)]* . . . . . (hereinafter called "the Bid") for the execution of . . . . . *[insert name of contract]* . . . . . under Invitation for Bids No*.* . . . . . *[insert IFB number]* . . . . . (“the IFB”).

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we . . . . . *[insert name of bank]* . . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *[insert amount in words][insert amount in figures]* . . . . . upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Technical Bid Submission Sheet and Price Bid Submission Sheet; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”); or

(c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder’s bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.**[[5]](#footnote-5)**

. . . . . . . . . . . Authorized signature(s) and bank’s seal (where appropriate) . . . . . . . . . .

-- Note –

*In case of a joint venture, the bid security must be in the name of all partners to the joint venture that submits the bid.*

Manufacturer’s Authorization

Date: ………. *[insert date (as day, month, and year) of bid submission]* ……….

ICB No.: ………. *[insert number of bidding process]* ……….

To: ………. *[insert complete name of the purchaser]*……….

WHEREAS

We ………. *[insert complete name of the manufacturer]* ………., who are official manufacturers of ………. *[insert type of goods manufactured]* ………., having factories at ………. *[insert full address of manufacturer’s factories]* ………., do hereby authorize ………. *[insert complete name of the bidder]* ………. to submit a bid the purpose of which is to provide the following goods, manufactured by us ………. *[insert name and/or brief description of the goods]* ………., and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions, with respect to the goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of *[insert complete name of the manufacturer]*

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ *[insert date of signing]*

**-- Note --**

*All italicized text is for use in preparing this form and shall be deleted from the final document.*

*The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer. The bidder shall include it in its bid, if so indicated in the Bid Data Sheet (BDS).*

AFFILIATE COMPANY GUARANTEE

Name of Contract/Contract No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and address of Purchaser: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*together with successors and assigns*].

We have been informed that [*name of Contractor*] (hereinafter called the “Supplier”) is submitting an offer for the above-referenced Contract in response to your invitation, and that the conditions of your invitation require its offer to be supported by an affiliate company guarantee.

In consideration of you, the Purchaser, awarding the Contract to the Supplier, we [*name of affiliated company*] irrevocably and unconditionally guarantee to you, as a primary obligation, that (i) throughout the duration of the Contract, we will make available to the Supplier our financial, technical capacity, expertise and resources required for the Supplier’s satisfactory performance of the Contract; and (ii) we are fully committed, along with the Supplier, to ensuring a satisfactory performance of the Contract.

If the Supplier fails to so perform its obligations and liabilities and comply with the Contract, we will indemnify the Purchaser against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Supplier is liable to the Purchaser under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Supplier, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Supplier’s obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Purchaser and the Supplier from time to time. We hereby authorize them to agree on any such amendment or variation, the due performance of which and compliance with which by the Supplier are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Purchaser to the Supplier, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Supplier or the Purchaser, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) that governs the Contract and any dispute under this guarantee shall be finally settled under the [*Rules or Arbitration provided in the Contract*]. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed by:…………………………………………… Signed by: ……………………………………………

(*signature*) (*signature*)

…………………………………………… ……………………………………………

(*name*) (*name*)

…………………………………………… ……………………………………………

(*position in parent/subsidiary company*) (*position in parent/subsidiary company*)

Date:……………………………………………

-- Note --

*If permitted in accordance with ITB 38.2 of the BDS, the Bidder shall fill out the Affiliate Company Guarantee Form for each subsidiary, parent entity, affiliate, Subcontractor, etc. that the Bidder submits for consideration of the Purchaser in determining its qualifications.*

List of Authorized After Sale & Maintenance Service

Date: ………. *[insert date (as day, month, and year) of bid submission]* ……….

ICB No.: ………. *[insert number of bidding process]* ……….

To: ………. *[insert complete name of the purchaser]*……….

WHEREAS

We ………. *[insert complete name of the manufacturer]* ………., who are official manufacturers of ………. *[insert type of goods manufactured]* ………., having factories at ………. *[insert full address of manufacturer’s factories]* ………., do hereby provide you with following nearest after sale and maintenance service facilities for the offered goods:

|  |  |
| --- | --- |
| Authorized after sale and maintenance service:  Name  Address  Country | Authorized after sale and maintenance service:  Name  Address  Country |
| Authorized after sale and maintenance service:  Name  Address  Country | Authorized after sale and maintenance service:  Name  Address  Country |

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions, with respect to the goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of *[insert complete name of the manufacturer]*

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ *[insert date of signing]*

**Bidderʼs Qualification**

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

**Form ELI - 1: Bidderʼs Information Sheet**

|  |  |  |
| --- | --- | --- |
| **Bidderʼs Information** | | |
| **Bidderʼs legal name** |  |
| **In case of a Joint Venture, legal name of each partner** |  |
| **Bidderʼs country of constitution** |  |
| **Bidderʼs year of constitution** |  |
| **Bidderʼs legal address in country of constitution** |  |
| **Bidderʼs authorized representative**  (name, address, telephone number(s), fax number(s) and  e-mail address) |  |
| **Attached are copies of the following documents:**   * 1. In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with   ITB 4.1 and ITB 4.2 * 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2 * 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1 * 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5 | |

**Form ELI - 2: Joint Venture Information Sheet**

Each member of the Joint Venture must fill out this form separately.

|  |  |
| --- | --- |
| **Joint Venture Information** | |
| **Bidderʼs legal name** |  |
| **Joint Venture Partnerʼs legal name** |  |
| **Joint Venture Partnerʼs country of constitution** |  |
| **Joint Venture Partnerʼs year of constitution** |  |
| **Joint Venture Partnerʼs legal address in country of constitution** |  |
| **Joint Venture Partnerʼs authorized representative information**  (name, address, telephone number(s), fax number(s) and e-mail address) |  |
| **Attached are copies of the following documents:**   * 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 * 2. Authorization to represent the firm named above, in accordance with ITB 22.2 * 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5 | |

**Form EXP - 1: Contractual Experience**

Fill out one (1) form per contract.

|  |  |  |  |
| --- | --- | --- | --- |
| **Contractual Experience** | | | |
| **Contract No** . . . . . . **of** . . . . . . | **Contract Identification** |  | |
| **Award Date** |  | **Completion Date** |  |
| **Role in Contract** | * **Manufacturer** | * **Supplier** | * **Subcontractor** |
| **Total Contract Amount** | **$** | | |
| **If partner in a joint venture or subcontractor, specify participation of total contract amount** | **Percent of Total** | **Amount** | |
| **Purchaserʼs name**  **Address**  **Telephone/Fax Number**  **E-mail** |  | | |
| **Description of the Similarity in Accordance with Criterion 2.2.1 of Section 3 (Evaluation and Qualification Criteria)** | | | |
|  |  | | |

- Note -

*This form shall only be included if Criterion 2.2.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form EXP - 2: Technical Experience**

Fill out one (1) form per contract.

|  |  |  |  |
| --- | --- | --- | --- |
| **Technical Experience** | | | |
| **Name of Product** |  |  | |
| **Manufacturer:** |  | **Address and Nationality:** |  |
| **Requirements in Accordance with Criterion 2.2.2 of Section 3 (Evaluation and Qualification Criteria)** | | | |
| **(i) Product has been in production for at least . . . . . . . . . years.** |  | | |
| **(ii) Product (or equipment) has been sold a minimum of . . . . . . . units of similar type and specification over the last three (3) years.** |  | | |
| **(iii) Product has been in operation for a minimum of . . . . . . . . years.** |  | | |

- Note -

*This form shall only be included if Criterion 2.2.2 of Section 3 (Evaluation and Qualification Criteria) is applicable. Add pages as necessary. The Purchaser reserves the right to verify authenticity of Bidder submissions.*

**Form EXP - 3: Production Capacity**

Fill out one (1) form per product and manufacturer.

|  |  |  |  |
| --- | --- | --- | --- |
| **Production Capacity** | | | |
| **Name of Product** |  |  | |
| **Manufacturer:** |  | **Address and Nationality:** |  |
| **Requirements in Accordance with Criterion 2.2.3 of Section 3 (Evaluation and Qualification Criteria)** | | | |
| **Production facility 1 (include location):** |  | | |
| **Production facility 2 (include location):** |  | | |
| **Production facility 3 (include location):** |  | | |

- Note -

*This form shall only be included if Criterion 2.2.3 of Section 3 (Evaluation and Qualification Criteria) is applicable. The Purchaser reserves the right to verify authenticity of Bidder submissions.*

**Form FIN - 1: Historical Financial Performance**

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner’s name below:

Joint Venture Partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Financial Data for Previous \_\_\_ Years [$ Equivalent]** | | |
| **Year 1:** | **Year 2:** | **Year \_\_:** |

**Information from Balance Sheet**

|  |  |  |  |
| --- | --- | --- | --- |
| **Total Assets (TA)** |  |  |  |
| **Total Liabilities (TL)** |  |  |  |
| **Net Worth = TA-TL** |  |  |  |
| **Current Assets (CA)** |  |  |  |
| **Current Liabilities (CL)** |  |  |  |
| **Working Capital = CA - CL** |  |  |  |

|  |  |  |
| --- | --- | --- |
| **Most Recent**  **Working Capital** |  | To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of joint ventures, to the corresponding Joint Venture Partner’s FIN - 3. |

**Information from Income Statement**

|  |  |  |  |
| --- | --- | --- | --- |
| **Total Revenues** |  |  |  |
| **Profits Before Taxes** |  |  |  |
| **Profits After Taxes** |  |  |  |
| * Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last \_\_\_\_\_ years, as indicated above, complying with the following conditions: * Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder’s parent companies, subsidiaries, or affiliates. * Historical financial statements must be audited by a certified accountant. * Historical financial statements must be complete, including all notes to the financial statements. * Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted). | | | |

- Note -

*This form shall only be included if Criterion 2.3.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form FIN - 2: Size of Operation (Average Annual Turnover)**

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner’s name below:

Joint Venture Partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| **Annual Turnover Data for the Last . . . . Years** | | | |
| **Year** | **Amount**  **Currency** | **Exchange**  **Rate** | **$ Equivalent** | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
| **Average Annual Turnover** | | |  | |

- Note -

*This form shall only be included if Criterion 2.3.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form FIN - 3: Cash Flow Capacity**

Specify proposed sources of financing, such as working capital, liquid assets,**[[6]](#footnote-6)** lines of credit, and other financial resources (other than any contractual advance payments) available to meet the cash flow requirements indicated under Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria).

|  |  |  |
| --- | --- | --- |
| **Financial Resources** | | |
| **No.** | **Source of financing** | **Amount ($ equivalent)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
|  |  |  |

- Note -

*This form shall only be included if Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Section 5 - Eligible Countries**

This Section contains the list of eligible countries.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 1 | [Afghanistan](https://www.adb.org/afghanistan) | | 26 | [Kazakhstan](https://www.adb.org/kazakhstan) | |
| 2 | [Armenia](https://www.adb.org/armenia) | | 27 | [Kiribati](https://www.adb.org/kiribati) | |
| 3 | [Australia](https://www.adb.org/publications/australia-fact-sheet) | | 28 | [Korea, Republic of](https://www.adb.org/publications/republic-korea-fact-sheet) | |
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| --- |
| 1. List of Goods and Related Services |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lot No.: 1 | | | | |
| Lot Name: Outer Island Waste collection Vessel | | | | |
| Item No. | Name of Goods or Related Services | Description | Unit of Measurement | Quantity |
| 1.1 | Outer Island waste collection vessel | Construction and supply of a customized waste collection vessel, landing craft type including a crane device according the following technical specifications | unit | 01 |
| 1.2 | Additional fixed and small equipment for each vessel | Procurement and fixing of additional equipment for each of the waste collection vessel according to the following technical specifications and detailed description consisting of the following items:  2 fixed waste roll packers  Small equipment for operation support and maintenance | LS | For 01 unit |
| 1.3 | Set of wear and spare parts for 2 years |  | LS | For 01 unit |
| 2 | Related services including spare and wear parts | Builders design and engineering costs | LS | For 01 unit |
| Cost of lnsurance (01 year) | LS | For 01 unit |
| Marine Surveyor Fees and Expenses for Design Review Stage and During Construction Up To Commissioning including classification of Vessels ***for 01 vessel)*** | LS | For 01 unit |
| Training session | LS | For 01 unit |
| Provision of Documentation including As-Built Drawings. | LS | For 01 unit |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lot No.: 2 | | | | |
| Lot Name: Outer Island Waste collection Vessel 02 | | | | |
| Item No. | Name of Goods or Related Services | Description | Unit of Measurement | Quantity |
| 1.1 | Outer Island waste collection vessel | Construction and supply of a customized waste collection vessel, landing craft type including a crane device according the following technical specifications | unit | 01 |
| 1.2 | Additional fixed and small equipment for each vessel | Procurement and fixing of additional equipment for each of the waste collection vessel according to the following technical specifications and detailed description consisting of the following items:  2 fixed waste roll packers  Small equipment for operation support and maintenance | LS | For 01 unit |
| 1.3 | Set of wear and spare parts for 2 years |  | LS | For 01 unit |
| 2 | Related services including spare and wear parts | Builders design and engineering costs | LS | For 01 unit |
| Cost of lnsurance (01 year) | LS | For 01 unit |
| Marine Surveyor Fees and Expenses for Design Review Stage and During Construction Up To Commissioning including classification of Vessels ***for 01 vessel)*** | LS | For 01 unit |
| Training session | LS | For 01 unit |
| Provision of Documentation including As-Built Drawings. | LS | For 01 unit |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lot No.: 3 | | | | |
| Lot Name: Outer Island Waste collection Vessel | | | | |
| Item No. | Name of Goods or Related Services | Description | Unit of Measurement | Quantity |
| 1.1 | Outer Island waste collection vessel | Construction and supply of a customized waste collection vessel, landing craft type including a crane device according the following technical specifications | unit | 01 |
| 1.2 | Additional fixed and small equipment for each vessel | Procurement and fixing of additional equipment for each of the waste collection vessel according to the following technical specifications and detailed description consisting of the following items:  2 fixed waste roll packers  Small equipment for operation support and maintenance | LS | For 01 unit |
| 1.3 | Set of wear and spare parts for 2 years |  | LS | For 01 unit |
| 2 | Related services including spare and wear parts | Builders design and engineering costs | LS | For 01 unit |
| Cost of lnsurance (01 year) | LS | For 01 unit |
| Marine Surveyor Fees and Expenses for Design Review Stage and During Construction Up To Commissioning including classification of Vessels ***for 01 vessel)*** | LS | For 01 unit |
| Training session | LS | For 01 unit |
| Provision of Documentation including As-Built Drawings. | LS | For 01 unit |

1. Delivery and Completion Schedule

The delivery period shall start as of signing the Contract Agreement

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item No. | Description  of Goods  or  Related Services | Delivery Schedule  (Duration) | Location | Required Arrival Date of Goods or  Completion Date for Related Services |
| **Lot 1** | **Outer Island waste collection vessels** | **12 months** | **Male’** |  |
| **For combination of 2 lots** | **2 outer island waste collection vessels** | **14 months** | **Male’** |  |
| **All lots together** | **3 outer island waste collection vessels** | **16 months** | **Male’** |  |
| **2** | **Training session** |  | **Male’** | **Latest 1 week after custom clearance by the purchaser** |

\*The final delivery date, which shall be the earliest date possible, shall be agreed between the Supplier and the Purchaser.

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List of Abbreviations and acronyms

|  |  |
| --- | --- |
| A | Ampère |
| ABS | Acrylonitrile-Butadiene-Styrene |
| AC | Automatic climate |
| °C | Degrees Celsius |
| dBA | decibels A |
| dia | Diameter |
| DWL | Displacement |
| DWT | Deadweight tonnage |
| ft | feet |
| HP | Horsepower |
| IACS | International Association of Classification societies |
| IMO | International Maritime organisation |
| kW | Kilowatt |
| l | Litre |
| l/h | Litre/hour |
| m | Meter |
| mm | Millimetre |
| mph | Miles per hour |
| SOLAS | International Convention for the **S**afety **o**f **L**ife **a**t **S**ea |
| t | ton |
| V | Volt |

General

These Technical Specifications describe the basic requirements for the Goods to be procured and form part of the Contract. The Supplier is requested to consider these Technical Specifications and shall further detail all required arrangements of the Goods to allow the Purchaser to verify the requirements are fully met. The Purchaser reserves the right to reject the Goods, if such deviations shall be found critical to the use and operation of the products.

All figures and dimensions are estimates and shall be used only for bid purposes.

Project scope and context

The purpose of the vessel is to collect and transport different waste streams (household waste, recyclables, bulky waste, small quantities of hazardous waste (on a household level) from islands and resorts of the project zone (see figure below) to the main waste treatment facility at the Island of Thilafushi.

Ein Bild, das Karte enthält.

Automatisch generierte Beschreibung

Figure 1: Project zone

The collection of the different waste fraction needs to be done through exchangeable standard containers of 25 m³ which *shall not* be provided within this procurement package. In total the vessel shall collect the waste from various inhabited and resort islands.

Depending on the facilities and the setting at the various islands the collection of the waste will be undertaken in different ways:

The waste transfer on the Islands will be made mostly by side loading into the dedicated waste collection vessel. The Island waste operator (Island municipality or third party) is responsible for bringing the different waste fractions to the docking place.

Islands will use their own equipment to bring the waste (bins, pick-up, loader as part of the ISWMC equipment) and will be supported by the specific vessel equipment: the bin tipper and the crane.

|  |
| --- |
| Option 1 with containers on the vessel |
|  |
| Option 2 with containers lifted on the quay wall |
|  |

Figure 2: Side loading at Outer Island harbour (regular case)

In special cases where a landing craft ramp is available the loading can also be made from the front. The Island waste operator can therefore enter the vessel with its bins and truck where their unloading can be arranged.

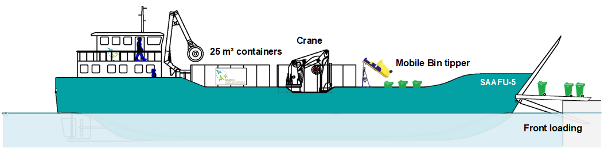


Figure 3: Front loading at Outer Island harbour (particular case)

After one collection trip the containers are brought and unloaded at Thilafushi with the help of Roll-on/Roll off trucks

Ein Bild, das Text enthält.

Automatisch generierte Beschreibung

Figure 5: Vessel unloading at Thilafushi

General descriptions and requirements

The Government of Maldives intends to procure under this tender the design and build of three (03) front landing craft vessels, which are intended to operate in the North male’ Atoll (vessel 01), the south Male’ Atoll and Vavuu atoll (vessel 02) and Alif Atoll (vessel 03). The Landing crafts shall be design and built, as per IACS class rules and in accordance with Technical Specifications provided below.

The owner of the vessels will be the Ministry of Environment, Climate Change and Technology of the Republic of the Maldives.

The owners will carry out the registration procedure (under national flag) and the contractor will assist by providing supporting documents required for registration.

The vessel is to be designed to category B, i.e. Offshore Category, where the Wind of Beaufort Force 8 or less suitable for seas up to 4 m significant wave height. Such conditions may be encountered on offshore voyages or on coasts where shelter may not be immediately available.

The Landing crafts shall also meet the following functional requirements:

* The vessel shall be able to accommodate minimum of 2 fixed Roll packer units and 6 x 25 m³ Roll-on/Roll off containers which needs to be secured during transport on to the main deck area.
* Deck space is also required to accommodate for the operations of an arm roll truck for loading and unloading the containers to and from the vessel.
* A walkway space of minimum 900 mm shall be available between the deck house and the ship sides.
* A crane for lifting miscellaneous containers with lifting capacity of 15 tons at a horizontal outreach of the boom of 7 m should be fixed on an appropriate place on the deck
* The vessel should be designed to accommodate a crew of 6-7 persons (including vessels captain)

Design Conditions and Basic Requirements

*Design conditions*

All machinery and equipment shall be capable of continuous operation of the vessel designated maximum continuous rating under the following environment conditions:

* Ambient Air 50°C maximum to 4°C-minimum
* 0 - 100% Relative humidity
* Sea water temperature 35°C maximum to 4°C minimum

*Human Comfort*

Human comfort shall be considered in the design of vessel regarding noise, vibration, lighting, etc.

*Survival Conditions*

The vessel shall be able to survive in extreme weather conditions. The vessel shall have the ability to survive flood caused by component failure, hull damage or hostile fire and shall have enough reserve buoyancy, stability and compartment watertight integrity to withstand flooding.

*Noise Level*

The vessel shall have low noise levels. The maximum levels are as follows:

* Manned spaces: 45 dBA
* Exterior Deck: 90 dBA

*Climate and sea conditions*

The vessel should be designed and build to withstand the following climate and sea conditions:

|  |  |  |
| --- | --- | --- |
| Alert level as per Maldivian regulations | | Sea state as per Beaufort scale |
|  | Minor/Alert Level 1,White alert | 0-6 |
| Heavy Rain : 50 mm in 1hr or 80 mm in 6 hrs  Thunderstorms: Continuous TS reported for past 4 hrs and evidence from satellite foto/Radar.  Wind and Seas : 19-24 mph(past 3 hrs) or 22 – 27 mph(past 1hr), or forecast to meet this condition  Squalls (Frequent Gusts): 50 mph  Tropical Cyclone: RSMC declare TC center in the box within lat’ S5-N12, lon’ E66-E81 | |
|  | Moderate/Alert Level 2, Yellow | 5-6 |
|  | Heavy Rain: 70 mm in 1hr or 100 mm in 6 hrs  Thunderstorms: Continuous TS reported for past 8 hrs and evidence from satellite foto/Radar.  Wind and Seas: 25-30 mph(past 3 hrs) or 28 – 35 mph (past 1hr), ), or forecast to meet this condition  Squalls (Frequent Gusts): 55 mph  Swell and Tidal Waves: (Observed or Forecast)  Tropical Cyclone: TC track towards Maldives and expect to cross Maldives atolls in next 24hr |
|  | Severe/Alert Level 3, Orange | 6-7 |
|  | Heavy Rain: 90 mm in 1hr or 120 mm in 6 hrs  Wind and Seas: 34-40 mph (past 3 hrs) or 36 – 42 mph (past 1hr), ), or forecast to meet this condition  Squalls (Frequent Gusts): 63 mph  Swell and Tidal Waves: Observed or Forecast |

Principal particulars

| **Description** | **Requirement** | | **Detail / comment** |
| --- | --- | --- | --- |
| Landing craft type | Dimensions see drawings | | General arrangement plans for orientation purposes |
| Length (LOA) | Approx. 39 m | |  |
| Length (LWL) | Approx. 35 m | |  |
| Beam/width | 11 m | |  |
| Draft | 1.6 m | |  |
| Displacement (DWL) | 500 tons | |  |
| Hull weight | Approx. 250 t | |  |
| Loading capacity |  | | Approx. 120-150 tons on main deck  Approx. 50-80 tons on lower deck  Total approx. 200 tons (minimum) |
| Service speed | 9 knots (minimum) | |  |
| Main Engines | 500 HP x 2 (or sufficient to give minimum 9 knots at full load)  IMO Tier 2  Direct injection  Electric starting motor | | Spare parts should be available in the Maldives or region nearby  Genuine Certificate for Engine must be received.  Critical Spare parts for 2 years must be received with Engine. (Including Scheduled service Spares)  Service Manual / Operation Manual / Owner’s Manual / Parts Catalogue must be received with Engine. |
| Propeller x 2 | Bronze | | Propeller size and pitch to be determined after final design. |
| Shaft diameter |  | | To be aligned properly -reduce vibration  To be determined by the bidder |
| Auxiliary Power 1 | 50 kW single phase Gen Set | | For day use and normal operation/sound proofed  Genuine Certificate for Genset must be received.  Critical Spare parts for 2 years must be received with Genset. (Including Scheduled service Spares)  Service Manual / Operation Manual / Owner’s Manual / Parts Catalogue must be received with Genset. |
|  | 100 - 120 kW 3 Phase Gen set | | During crane and roller pack operation/sound proofed |
| Crane | Boom crane | | Crane capacity: 15 tons at a boom outreach of 7 m and as per detailed specifications below.  Crane shall be powered by hydraulic system.  Genuine Certificate for Boom Crane must be received.  Critical Spare parts for 2 years must be received with Boom Crane. (Including Scheduled service Spares)  Service Manual / Operation Manual / Owner’s Manual / Parts Catalogue must be received with Boom Crane.  Spare parts be available in the Maldives or region nearby is preffered |
| Fuel capacity | 20,000 l | | Tanks with electronic sounding with gauge and deck filling |
| Fresh water Capacity | 8,000 l | | Tanks with electronic sounding with gauge and deck filling |
| Construction | | | |
| Hull structure | Steel | | IACS class A grade steel or equivalent |
| Deck strength | Not less than 7 ton/sqm | |  |
| Machinery room | Main engine, gen sets, pumps to be located in the engine room | | Rubber damping or appropriate means of damping to be used to reduce vibration |
| Chain Locker | | Under the main deck, port and starboard side | Sufficient enough room for anchor chain |
| Haws pipe | | Ample size and strength with flanges |  |
| Bulwark plate | |  | To be defined by the bidder, minimum as per Class rules |
| Ramp | | Front loading ramp | Ramp will be operated by sheave and wire rope arrangement with winch. |
| Deck equipment | | | |
| Bollards | Adequate number of bollards at bow aft and forecastle | | To be determined by the bidder according to technical specifications below |
| Winch |  | | anchor winch suitable for handling anchor and ramp door |
| Anchor |  | | Size of anchor and chain/wire rope to be determined by the bidder and applicable under class rules and the following technical specification |
| Anchor Chain |  | |
| Deck hatches | All main deck hatch opening should be watertight | | Min 1, max 2 hatches (to be discussed in a further stage) |
|  | Hatch sizes approx. 1600 x 1600 mm | | At least to allow the work of a bale grab as per chapter 2.8 |
| Pumps | | | |
| Bilge pumps | (min 15 m³/h, 24 V w auto switch) | | One in each closed compartment in the lower deck  include spring hose & bronze through hull |
| Fresh water service pump | 2 (Min 15m³/h /24 h) | | 1 Fresh Water Service Pump.  1 Backup Pump. |
| Bilge alarm system | 2 | | Engine room and cargo hold |
| Saltwater service pump | 2 (Min 15 m³/h @2bar) | | 1 Service Pump.  1 Backup Pump. |
| Macerator/Discharge pump | 1 | | Heavy duty self-priming macerator |
| Fire pump | 1 (Min 40 m³/h@9bar) | | Location: Engine room or to be defined by Purchaser during design stage  Emergency Fire Pump must be a Diesel (Manual) Operated Pump. |
| Sea chest | 1 | | Location: cargo hold with emergency shut off valves |
| Firefighting appliances |  | | Should be as per vessel safety regulation of Maldives and technical specifications below |
| Control Systems | | | |
| Engine control panel | Engine & Gen set control in wheelhouse | | Speed and gear control (in wheelhouse) |
| Steering system | Hydraulic steering system | | Pipes connected to wheelhouse |
| Winch control |  | | Electric Hydraulic Winch Control System.  Motor must be operated by Electric.  Winch System must be operated by Hydraulic. |
| Crane control |  | | as per manufacture requirements |
| Roll - packer control |  | | as per manufacture requirements  Critical Spare parts for 2 years must be received with Roll-Packer Unit. (Including Scheduled service Spares)  Service Manual / Operation Manual / Owner’s Manual / Parts Catalogue must be received with Roll-Packer Unit.  Spare parts available in the Maldives or region nearby is an advantage |
| Rudder system | Steel rudder with zinc anode | |  |
| Windscreen wipers |  | | Wheelhouse |
| Smoke detectors | 8 | | Location: Engine room, living area, galley and wheelhouse |
| Electrical | | | |
| Battery charger |  | | To be determined by the bidder and as per technical specifications below |
| Inverter |  | |
| Battery pack | 200 A 24 V x 4 | | Maintenance free acid battery |
| Ventilation (exhaust fan) | Engine and machinery room | | Air inlet and outlet |
|  | Toilet | | Air outlet |
|  | Galley | | Air outlet |
| Electrical distribution | DC 24 v wiring  220 V AC wiring for main electric supply  415 V 3 phase supply for heavy machinery | | 12 V DC step down transformer might need for wheelhouse electronic equipment  All wiring shell be fireproof and colour coded |
| Marine Air condition | For staff accommodation and wheelhouse | | Marine grade |
| Air horn | | 01 |  |
| Search Light | | Roof mounted, remote control | LED control switches at wheelhouse |
| Navigation lights | | green light that shines from dead ahead to 2 points abaft (to the rear of) the beam on the starboard side,  a red light from dead ahead to two points abaft the beam on the port side and a white light that shines from astern to two points abaft the beam on both sides.  two white lights that shine from ahead to two points abaft the beam on both sides. One must be higher than the forward one. | Visibility 6 miles |
| Flood light | | marine deck lights | LED adequate enough to carry deck tasks at night |
| Marine VHF w antenna | | 5 ft antenna | Standard |
| GPS | | 7" Screen |  |
| Compass | |  | with light |
| Toilet and showers | | | |
| Shower set | | Fresh water | Head shower and hand shower |
| Marine Toilet | | Salt water | w electric pump |
| Bidet faucet | | Fresh water |  |
| Sink | | Fresh water | with faucet |
| Deck | | | |
| Mooring post | | Heavy duty steel |  |
| Forward fairleads | | Heavy duty steel |  |
| Ramp | | sheave and wire rope arrangement with winch |  |
| Cabin | | | |
| Cabin lights | | DC lighting |  |
| AC Wiring | | For electric appliances | 3 pin sockets |
| Bunk beds | | 3 | Standard size single beds |
| Cupboard & drawers | |  |  |
| Doors | | outside doors to be weatherproof |  |
| Windscreen/Window | | Windscreen shell be watertight, tempered glass |  |
| Others | | | |
| Fire extinguisher | | As required by Maldives transport Authority | Easily accessible |
| Life jacket | | 10 |  |
| Life ring | | 2 |  |
| Life raft | | 1 |  |
| Emergency Position Indicating Radio Beacon | | 1 |  |
| Emergency water pump | | 2 (15 m³/h) |  |
| Outfitting | | | |
| Roll packer | | 2 per vessel |  |

Ship’s form, engine output, speed and Endurance

The Vessel shall be capable of achieving a trial free running speed in calm weather of minimum 9 knots (ideally 10-11 knots) at 100% MCR at the specified deadweight and summer load line draft.

Vessel’s form, rudder and propeller arrangement to be so designed to attain the required speed at good sea conditions and manoeuvrability.

The speed trials are to be conducted in deep waters at designed draught, in calm condition, with clean hull, wind velocity not exceeding Beaufort scale No. 2.

Classification, regulations, and certificates

The hull to be designed and built under classification of Scantlings available (equivalent to inland standards) and should have strength good enough to withstand the sea conditions while operating in the territorial waters of the Maldives. Machinery shall be as required as class rules unless specified otherwise in this specification.

The vessel with hull, equipment, machinery, propelling system and electrical installation shall be constructed in accordance with the rules of Regulatory Authority recognized by Class & local administration.

The hull construction and machinery installation are built according and in full compliance with Class rules for coastal service and sea going vessel or other IACS classes equivalent to the aforementioned.

The vessels shall also comply with

* IACS-47\_Shipbuilding & Repair Quality Standards
* International Convention for the Safety of life at Sea (SOLAS)
* IMO Resolution and other resolution on performance standards of navigation and communication equipment

Certificates

The vessels (landing craft) are to receive the following certificates:

* All statutory Certificates required by the Maldives transport Authority
* Builder’s Certificate
* All Test Certificates for machinery and equipment issued by manufacturers

Capacities

|  |  |
| --- | --- |
| Upper deck loading capacity | Approx. 120-150 t |
| Lower storage deck: | Approx. 150 m³/50-80 tons |
| Cargo hold/Fuel Oil | 20,000 l |
| Fresh Water | 8,000 l |

Drawings / manuals / documents on delivery

The following drawings, manuals and documents in triplicate are to be supplied at the time of handing over:

• General Arrangement plan

• Deck Fitting Arrangement

• Profile and Deck plan

• Midship Section

• Shell expansion plan

• Tank capacity plan

• Docking plan

• Hydrostatic Curves

• Transverse Bulkhead drawing

• Aft body construction

• Fore body construction

• Engine Room lay‐out

• Stern gear arrangement

• Details of rudder and rudder‐stock

• Diagrams of air filling and sounding pipes

• Diagrams of cargo piping

• Diagrams of fuel‐oil piping

• Diagrams of cooling water piping

• Diagrams of ballast water piping

• Diagrams of electrical installation

• Sounding tables for the cargo tanks at even keel and with trim (2 Meters trims to aft)

• Operation and Instruction manuals for main equipment and machinery

• Spare Parts Catalogue including Service and Operational Manual for main equipment and machinery

• Inventory and spares booklets

• Approved drawings of Safety Plans

• A comprehensive list of spare inventories should be provided for the vessels including Panels, Propulsion & steering systems.

Registration

The vessels are to be registered under Maldivian Flag.

loading capacity

Loading for the purpose of this bid, means the carrying capacity of the vessel excluding oil, fresh water and ship’s stores which shall be approx.:

* 120-150 tons on the main deck
* 50-80 tons on the lower deck

Total approximate: 200 tons (see also Chapter 2 Hull/superstructure)

Test & trials

*General*

All portions of the vessel and all work there on, including structural fittings, systems, machinery including crane and roll packers, shall be thoroughly tried out and tested after installation to demonstrate workmanship, proper working order, alignment of all moving parts, suitability for the purpose intended, satisfactory operation and compliance with the requirements of the specification. All tests and trials required for the vessel shall be performed in compliance with the Statutory / Classification I Owner's requirements.

*Tank testing*

All tanks and watertight compartments shall be tested for tightness/structural strength in the presence of the surveyor and shall comply with the rule requirements. The tests shall be carried out after completion of the construction including tank fittings, deck/ bulkhead pieces in place and prior to the commencement of painting.

*Sea Trials*

Official Sea trials shall be conducted when the vessel is complete in all respects excepting for minor work, meeting the requirements of Classification Society and Statutory Bodies.

Trial shall be carried out in calm, Beaufort 2 weather conditions. The vessel's tanks shall be full to the maximum extent and at suitable trim during the trials.

All expenses for conducting sea trials shall be borne by the builder.

During Sea trials, the following tests shall be carried out to meet the Class / Statutory bodies I Owner's requirements:

- Speed tests at full rpm and at 85% of the rated rpm

- Endurance tests for the main engines

- Manoeuvring and Steering

- Crash stop and astern speed trials

- Anchor test

- Electrical Equipment and Systems

- Hull / Machinery Systems

- Remote controls and navigational equipment tests

- Fire Alarms, Communication items,

Trial reports duly signed by builder, Class and Owners representative.

Two copies of the test certificates of all the materials and the equipment shall be supplied to the Owners at the time of delivery.

Stability and trim

The vessel shall have ample stability under all loading conditions and operating conditions. The vessel shall comply with the stability requirements as laid down by IMO regulation, local legislation and classification society.

On completion of the vessel an inclining test in the presence of the owner & statutory authorities, shall be carried out to determine the centre of gravity and lightship weight of the vessel in accordance with the approved procedure for carrying out inclining test.

A trim & stability booklet shall be prepared incorporating the results of the inclining test. This booklet shall contain stability information of the vessel at all the operating conditions.

The provisional trim & stability booklet as per IMO Rules with all conditions shall be provided at the time of delivery of the vessel. The final trim & stability booklet with the approval of Classification society shall be delivered to the vessel within one month after delivery of the vessel.

Material and workmanship

All materials, machinery, equipment, etc. shall be new and of reputable and internationally accepted makes except for the items for which the makers are specifically mentioned.

The steel to be used shall be IACS Class A Grade marine shipbuilding quality plates or equivalent approved steel. Steel which is Blasted & shop primed painted by the manufacture is to be used.

The workmanship shall be in accordance with the good shipbuilding practice, accepted by Class and Owner's representative.

Supervision, inspection & testing

The vessel shall be constructed and equipped under the supervision of the attending Surveyor of Class and to the Owner's representative according to the schedule of work.

The Class Surveyors shall carry out Classification surveys and safety and other statutory surveys on behalf of the Flag state.

Drawings, Schemas, Calculations and Manuals

*As Fitted Drawings*

One copy of all Classification drawings which reflect the 'As-Fitted" condition of the vessel shall be submitted to the Owner along with the delivery of the vessel.

*Manuals and instruction books*

One set of instruction books, operation and maintenance manuals, spares catalogues given by the original machinery suppliers for all the machinery and instruments installed shall be handed over to the Owners. Standard spares & tools supplied with the machinery & equipment and shall be supplied with the vessel.

One copy of the list of suppliers of all the fittings and equipment used on board with their addresses, mail id and phone numbers shall be supplied to Owners' representative.

Delivery

When the vessel has been completed, ready for service and has passed all the tests and met the requirements of the specifications, the vessel shall be delivered to the Owner at designated shipyard in accordance with the terms of the Contract.

Hull & superstructure

General

The vessel shall be of all welded chine construction and all structures shall be designed and constructed for adequate strength and minimum vibrations, in accordance with the Classification Society's requirements. Each space shall be accessible for inspection, maintenance and repair.

The hull shape shall be as defined by the Lines plan and faired offsets. The vessel shall be longitudinally framed, and all scantlings shall be in excess of the minimum rule requirements of Classification Society.

The hull shall be a transom stern and a tapered bow and construction of the vessel is to be with Shipbuilding quality IACS Class A Grade marine or equivalent. The structural work executed is to be in accordance with standard shipbuilding practice meeting the requirements of the Class.

The vessel is to be of all welded construction. The welding shall be carried out as per welding scheme approved by the class Electrodes to be used must be of approved quality.

The load carrying area on the main deck of the vessel shall be approximately 200 m² and the deck loading shall not be less than 7 tons/m².

*The distributed pressure load on a flat deck structure shall be calculated as:*

*ptrack = weight of vehicle/footprint area of tracks.*

*Local deck loads at uneven surfaces shall be considered based on the characteristics of the vehicle’s undercarriage.*

***Guidance note:***

*The above load formula does not cover local point-loads or abrasion from direct steel against steel. It is assumed that the deck is protected against steel/steel contact either by rubber pads on the tracks, deck planking or similar.*

Adequate arrangement for drainage and air escape in the form of radiused limber holes to be provided in the structure within all compartments.

Loading information’s are provided below:

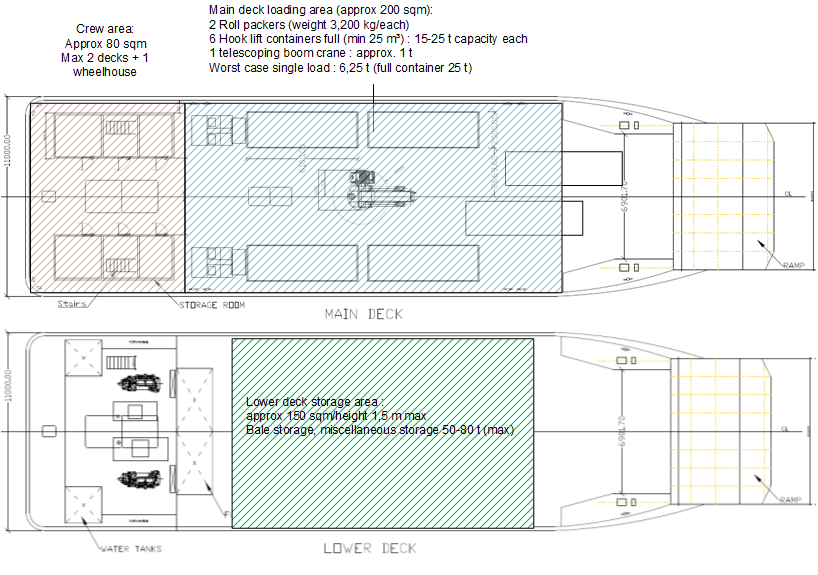


Figure 6: Load information

*Material*

Hull & superstructure shall be of marine grade A steel or higher conforming to the classification society requirement. Material certificate from class approved manufacturing facility to be submitted for review before procurement. All materials not specified by Class shall be in accordance with international standards. All steel plates used for the construction to be blasted and primed prior to commencement of work. For other fittings ISO/JIS/DIN/BIS to be followed.

*Preparation of Materials and Welding*

The vessel shall be of all welded steel construction. All welding shall be as shown in the approved plans and as per the requirements of the Classification Society. All electrodes shall be of type approved by the Classification Society. During the welding operations all necessary precautions shall be taken to eliminate deformations, so that welds of high standards are obtained. All surfaces shall be well cleaned prior to commencement of welding. Overhead welding should be minimized.

Manual Metal Are Welding to be used generally for hull fabrication. Submerged Are Welding may be used in accordance with Yard's practice. Double continuous welding to be carried out as required by Classification Society and in all wet spaces.

Welding procedure including edge preparation and welding scheme shall be approved by the Classification Society wherever necessary. The sequence of welding shall be carefully considered to minimize distortion and locked in stress. The preparation of plate edges shall be accurate and uniform. All joints shall be properly aligned, and proper fit-up should be done before welding. Means shall be provided for holding the work in proper alignment without rigid restraint during welding operations

All openings and holes in the structure shall be made with the consent of the Class and shall be suitably compensated for strength, preferably by thick insert plates and not by doublers.

Arrangements shall be made for the inspection of finished welds by the Classification Society's surveyors as required.

Hull sub‐division

The hull to be divided into forepeak with chain locker, cargo and storage areas, engine room and steering gear compartment.

Bottom & side shell construction

Bottom and side shell shall be erected fair and smooth and where different thickness of plates are used, the inner surface of the plate shall be flushed with the adjacent plating to suit the frames and beams. The bottom shell shall protrude aft from the transom to improve planning/ water flow and to give protection for stern contacts.

Beneath main machinery, structure shall consist of continuous longitudinal girders and transverse floors with intercostal or longitudinal as required. Special attention shall be given to stiffeners and strength under engines to minimize vibration.

Care shall be taken with the alignment of structural members on either side of divisions such as bulkheads or girders.

Height and construction of floors are to be in accordance with Classification requirements. Drainage hole on bottom of floors and side girders to be properly distributed and to be large enough to ensure proper bilging.

Drain and limber holes of ample size shall be provided to drain all water to pump suction. Continuous welding shall be adopted for the stiffeners in way of ballast tanks.

Transom stern

The transom stern shall be of robust construction and well attached to the keel plating and transom floor plate.

Shell plating with framing

Shell plating, girders, framing etc., to be designed as necessary to meet regulation requirements. Thicker plates to be arranged in way of openings such as hawse pipes, sea chests, mooring fittings and elsewhere as necessary.

Bulkheads

Watertight transverse bulkheads stiffened on one side to be arranged, Bulkheads in the engine room and above are to be constructed in line as far as possible.

Decks

All decks are to be constructed of steel and to be of all welded construction. Plating at corners of large deck openings to be well rounded as required by rules. The deck plating shall be strengthened in way of windlass, mooring fittings, etc.

The deck shall have a sufficient clear deck area for any kind of truck parking (wheelbase of approx. 5 m) and adequately strengthened for loading vehicles.

All openings on the main deck shall have radius corners and where deck stiffeners have been eliminated due to cuts, they shall be strengthened I replaced with properly sized members.

The deck shall have additional strengthening in way of mooring bollards, etc. Doublers shall be fitted on decks in way of open drain discharges. Great care shall be taken to avoid water puddles on exposed decks.

Lower deck

Lower deck is intended for storage of different receptacles and bales. The hull structure should be dimensioned with a minimum of supporting beams to avoid a proper handling of waste bales (size 700 x 600 x 800 mm, weight approx. 80 kg/bale). The lower deck shall have floor and a usable height of 1.8 m (maximum clear height of approx. 2.30 m).

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Automatisch generierte Beschreibung

Figure 6: void space under deck

Hatches should be dimensioned to allow a storage of bales with a bale grab/clamp as per following maximum dimensions:

|  |  |
| --- | --- |
|  | A =1,300 mm (max)  B = 420 mm  C = 500 mm  D= 35 mm  E = 20 mm  Jaw capacity: 650-1100 mm  Lifting capacity: max. 500 kg |

Tanks

Tanks shall be built as loose tanks for easy maintenance and stiffened considering the maximum pressure head of the tank in accordance with the rule requirements. Arrangements for filling, air, sounding pipes etc. shall be provided from main deck.

Ballast water tanks to be provided as required to adjust the trim of the vessel. Fresh water tank, bunker tanks to be arranged in engine room.

*Fuel Oil Tank*

One steel fuel oil storage tank is situated as per General Arrangement Plan. The tank is provided with a bolted manhole cover, drain valve, sounding pipe with brass screw caps secured by a chain, filling and de-aeration pipes to the deck.

*Fresh Water Tank*

The freshwater gravity tank is integrated in the superstructure. The tank is provided with a bolted manhole cover, filling and de-aeration pipe.

*Sewage Tank*

One sewage tank is situated as per General Arrangement Plan. The tank is provided with a bolted manhole cover and a de-aeration pipe.

Foundations

Welded foundations of substantial construction to be fitted for the main engine and auxiliary machinery arranged in the engine room and/or on deck. Engine/Machinery manufacturer’s recommendation to be considered.

Suitable reinforcement by appropriate means shall be provided where necessary.

The foundations shall be adequate to support each equipment & sufficient space to be provided below equipment for running electrical cables & piping.

Deck house/superstructure

The deck house is made of steel and has welded construction. Scantlings of deckhouse to be as per regulation. All outside walls and engine casing including the inner wall of galley, WCs & lavatories to be of mild steel bulkheads with necessary stiffeners.

The wheelhouse is placed on top of the starboard side of upper deck. Starboard side includes rest room, galley, crew toilet & storeroom.

Wheelhouse

Wheelhouse shall be arranged in such a way that the captain shall have unobstructed visibility over all operation decks. Effective drainage from top of the Wheelhouse shall be arranged.

Chain locker

Chain locker to be arranged on either side of forecastle deck. The chain locker to have ample capacity and height for the stowage of chain cables of minimum 1.5 x average water depth (in the project region 10-15 m). Access to chain locker to be provided through a manhole. The chain locker to be fitted with perforated steel false bottom. Bilge well to be provided under false bottom.

The anchor chain locker housing shall be provided on below main deck. Windlass & riding chock arrangement shall be provided for deployment of anchor.

Hawse pipe

One pair of hawse pipes, fabricated of welded steel plate/seamless pipe of adequate thickness to be fitted at the bow and to be so designed that the anchors do not strike against the external shell and there shall be mechanism to lock and hold the anchor. Pipe diameter to be large enough to take the bow anchor shank and longest link of anchor cable.

Chain pipes to be led from the windlass and chafing ring of steel bar to be fitted at lower edge for protection and smooth running of cables. Bitter end of chain cable to be secured by means of lugs suitably welded in the chain locker.

Bulkhead

The vessel shall have watertight bulkheads as shown in the General Arrangement plan. All bulkheads shall be fabricated from plates and vertically stiffened with angled bars. Where pipes etc. are carried through the watertight bulkhead, they shall be provided with necessary watertight arrangement to approval of classification surveyor.

Keel

The keel shall be a bar keel in conjunction with a vertical centreline girder. The forward end of the keel is to be well faired and shall have a hull form for improved performance.

Fore End Construction

The stem shall be raked, and construction of steel plates shaped as required. The fore end structure shall be stiffened with deep transverses, stringers etc„ to withstand impact loading due to slamming. The collision bulkhead shall be vertically stiffened.

Front Ramp

At the bow of the Vessel a ramp is to be built for getting Roll-on/roll off trucks, skip trucks and goods on board.

The vessel ramp shall have the following particulars:

|  |  |
| --- | --- |
| Length of ramp | approx. 5.0 meters |
| Width of ramp | approx. 5.0 meters |
| Maximum single axle load | approx. 7 tons (m) |
| Maximum double axle load | approx. 10.5 tons (m) per axle |
| Max. angle down | approx. 10 degrees |

The ramps are hinged below the main deck level and are operated from the wheelhouse. These are flap ended ramps. On each ramp anti-skid strips are welded. The hinges of the ramp are to be rubber protected from the continuous impact of the vehicle weight. Builder to check the provision of a centralized greasing system for the ramp nipples if they are not easily accessible. The bottom is reinforced for protection against grounding and contact with shore facilities.

Docking ramp at Thilafushi: The ramp needs to be fitted as far as possible to the main docking ramp at Thilafushi which has the following dimensions:

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Automatisch generierte Beschreibung

Figure 7: Thilafushi docking ramp

Railing

Railing of min 900 mm height shall be arranged around the wheelhouse.

Name, emblem & other marks

The name of the vessel and the port of registration cut out of 6 mm plating shall be welded to the bulwark and the shell at the usual locations, as per Statutory Rules. Size of lettering shall be as per Maldivian Government Regulation.

The Owner’s emblem, NO SMOKING, SAFETY FIRST Sign Boards shall be cut out of 6 mm plating and shall be welded to the superstructure.

Draft marks shall be clearly defined forward and aft on both sides. Marks are made in steel plates, are in metric units and are positioned forward, aft, and mid‐ship. Engine Room and Tank Bulkheads marks are to be incorporated. Load line marks also shall be clearly defined.

Engine casing & skylights

Engine casing of suitable dimensions shall be positioned as per regulation and shall be trunked through the deckhouse.

Engine Room skylights to be arranged with hinged operable flaps having port holes fitted on. Flaps to be complete with toggles etc., for water tightness.

The engine casing, skylight to be bolted on suitable steel coaming, so that in case of any major maintenance, the machinery parts can be removed through this space.

Masts

A mast shall be provided in the fore section and another mast shall be provided on the wheelhouse top as per regulation.

Ladders and stairways

Ladders and stairs are made of steel and as per regulation. Stairs from main deck to Bridge shall be of 600 mm width. The Engine Room stairs shall be made of steel. Both stairways shall have handrails of galvanized pipe.

Steel Rungs to be fitted for access to Tanks, vertical rung ladders to be fitted generally in all tanks, store spaces, steering gear compartments, wheelhouse to top, engine room for emergency and elsewhere as required. Ladders and stairs shall be fitted with railings of galvanized pipes on one / both sides as required.

Ladders shall be placed under each manhole and escape hatch. All ladders shall be fitted in such a way that they can be removed whenever required. Vertical ladders will be provided to access upper deck top.

Handrails one-meter-high shall be arranged on open area of main deck & upper deck inboard area, as shown in the General Arrangement plan.

Skeg

The Skeg shall be double plated and sufficiently stiffened.

Fender

Rubber 'D' fender shall be provided all-round the vessel. Additional tyre fenders/balloon fenders can be provided as shown in the General Arrangement plan to avoid hull damage.

Painting

*General*

The vessel shall be thoroughly cleaned, and paintwork of all machinery and equipment shall be made prior to handling over the vessel to the Owner.

*Surface Preparation*

All surfaces shall be rendered clean and free of oil and grease by fresh water washing, if required and by scrubbing. All surfaces shall be dry prior to painting.

Steel plates to be blasted to bare steel, SA 2.5 standard by either shot blasting or sand blasting and coated with shop primer before use. The dry film thicknesses (DFT) of the shop primer to be of required standards

*Painting scheme*

The builder shall prepare the painting scheme in consultation with the manufacturer of the paint and submit to Owner for approval.

*Painting*

Painting shall be carried out under the supervision of paint manufacturer's representative.

Time intervals between applications of coats shall be maintained in accordance with the paint manufacturer's instructions. Subsequent coats shall have slightly different shades for identification. No painting shall be carried out in adverse weather conditions.

Application shall be done as far as possible with the help of airless spray. Where spraying is not practicable, brush or roller may be employed.

Before launching, the outside hull below the water line shall be painted with sufficient coats of anti-fouling paint for adequate protection. Non-slip paint shall be applied on the main deck open areas and passages.

All paints shall be of reputed brand. Painting works shall be executed in accordance with the paint manufacturer’s recommendations for marine use. Colour scheme to be according to Owner’s choice. Epoxy based painting scheme as to be followed.

Cathodic protection

Adequate numbers of Bolted or welded type sacrificial aluminium alloy anodes to be fitted onto the underwater hull, to prevent hull corrosion. Special consideration to be given near under, Skeg, Sea Chest etc.

Outfitting

All deck equipment and outfit as per highest shipbuilding standards and in accordance with the requirements of the Classification Society for smooth operation of the vessel.

Anchors & chains

(02) Drag anchors of 300 Kg. each, secured to (02) Stud Link anchor chains of grade U2 of 20 mm dia. to be provided. Anchor chains, towing and mooring ropes to be provided as per the rule requirements.

Anchor/mooring windlass

Mooring fittings shall be arranged to satisfy the requirements of the relevant authorities and the Owner. The materials and dimensions of fittings shall be in accordance with BIS, ISO, JIS or the latest standards. Polypropylene mooring lines shall be provided as per rules. Two chocks shall be fitted on the port and starboard sides on forward for anchor chain. Deck structure in way of the mooring fittings is to be strengthened.

(02) electric motor driven anchor windlass with single gypsy and one warping head to be fitted on each of the forecastle deck with slip clutch arrangement. Deck under windlass foundation to be adequately stiffened. Capacity of such windlass shall have enough power to handle minimum 300 kg anchor. The windlass to serve dual purpose of anchoring and mooring. The windlass shall have clutches, band brakes and suitable chain stoppers. Canvas covers shall be provided for the deck machinery.

Bollards

Sets of bollards and fairleads, mooring ports, etc. shall be arranged as per General arrangement. Eyes shall be fitted on the bollards. Shoe plates shall be provided in way of bollard seat.

Access hatches and manholes

Watertight hatches with size prescribed by Rules for access, wherever required, to be arranged as rule requirements. Covers of access hatches are to be provided with stainless steel swing bolts and butterfly nuts.

Lower deck hatches shall have an opening of min. 1700 x 1700 mm (see also chapter 2.8)

Flush hatch cover shall be provided and can be opened from either side. All hatch covers shall be made watertight by means of gaskets. The machinery room escape shall have a hatch fitted on the aft main deck.

Enough watertight manholes to be provided for good access to all tanks including double bottom tanks. Manholes flush on the main deck to be provided. Studs and nuts of manholes shall not be projected above the deck.

Port holes & windows

All cabins shall be provided with windows fixed or openable to be of aluminium anodized/MS outer frame fitted with toughened clear glass. All toilets shall be provided with portholes to be fixed type of MS Frame fitted with frosted glass. If windows are permitted instead of portholes by rules, those are to be fitted.

Windows to be of rectangular type and except windows on the front bulkhead of wheel‐ house which are fixed, all other windows shall be openable, complete with hinge and stopper. A clear view screen to be provided for wheelhouse on both sides. The front windows shall be clear type and side forward windows shall be sliding type. Storm covers shall be provided, and nuts shall be welded around each window for bolting down.

Doors

All doors shall be of such construction, finish and operation so as to suit their location and purpose. All external doors to be weather light. The doors shall be of hinged type and each external door shall be fitted with a safety glass windows panel in aluminium frames.

All inside doors for accommodation shall be made shall be non-combustible panel doors and shall be provided with lock and key. All doors to have width of about 600 mm and are to be provided with hold backs, ajar hooks and door stoppers.

Main Engine Room steel door shall be gas tight. All exposed doors, i.e. Accommodation and Bridge shall be of steel and of watertight design. All doors shall be fitted with lock releasable from both sides of door, handles and door‐ stoppers.

All hinges shall be provided with grease nipples.

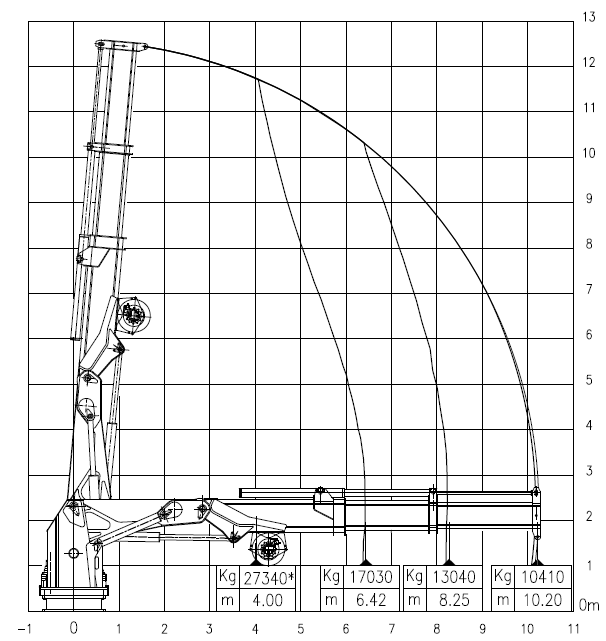
Deck covering

All exposed steel decks and accommodation decks to be of bare steel and coated with marine type deck paint.

Crane

A loading crane shall be supplied, fixed by the manufacturer, and positioned on the deck after discussion with the Client.

|  |  |
| --- | --- |
| Crane | One (01) Boom crane  Knuckle and Telescopic crane |
|  | Capacity of approx. 15 t @horizontal Boom outreach min 7 m |
|  | Brand new, bolt mounted |



**Tentative crane working diagram only for orientation purposes**

| Operational data for harbour use during sea state 0 conditions | | | | |
| --- | --- | --- | --- | --- |
| Lifting with hook | SWL | | Outreach | |
| Lifting capacities at horizontally extended boom (approximate): | 27000 | kg | 4 | m |
| 17000 | kg | 6,4 | m |
| 13000 | kg | 8.25 | m |
| 10000 | kg | 10.0 | m |

Cranes shall be designed taking into account the special conditions of marine application; harsh environment, dynamic load conditions, excessive side loads and stresses exposed to the crane during operation.

The crane’s safety system shall comprise:

* That all main hydraulic circuits shall be protected from over-pressure by relief valves set to values corresponding to the crane’s capacities.
* A main over-pressure valve to ensure the safety of the entire hydraulic system.
* Slewing machinery: load holding valve that will freeze the motion in case of hydraulic pressure drop and fail-safe multi-disc brake.
* Luffing, knuckle and telescopic cylinders: provided with hydro piloted block load holding valves that will freeze the motion in case of hydraulic pressure drop.
* An electric overload (limiting moment) device to ensure that all crane functions stop in the case of crane moment overload
* Emergency stop.
* Swivel hook with safety latch.

Marine treatment

* Stress relieved and shot blasted in order to remove all rust and impurities before painting.
* Before painting, the crane and all its components shall be thoroughly washed to clean all surfaces from oil and dust to guarantee maximum paint adhesion, also on the slewing bearing, gear boxes, and hydraulic motors.
* Every crane part shall be painted independently and separately, and every care is taken to seal flanges, any openings and cavities where the seawater may ingress or rest.
* Crane components shall be dismounted and painted in parts and then reassembled before installation on the crane.
* Two coats of high build epoxy paint followed by two coats of epoxy paint. Total paint thickness shall be approximately 270 microns.
* Each telescopic boom section shall be painted externally applying the same paint system as for the rest of the crane.
* The base, booms and any other steel members with openings exposed to the weather shall be also painted internally.
* All pins shall be protected by a special marine treatment and their exposed areas are painted independently of the rest of the crane. After installation, the pins’ lug shall be sealed to avoid ingress of sea water.
* The piston rod of the luffing and knuckle cylinders shall made of material to give the highest resistance against the salty environment.
* The piston rod of the telescopic cylinder(s) shall covered by layer made especially for use in the marine environment
* All hydraulic pipes and pipe nuts shall be made of stainless-steel material.
* All hydraulic hose couplings and pipe fittings, also on valves and cylinders, shall be protected by hard rubber or tape to be waterproof, protecting them against corrosion.
* All connections to the distributor valve shall be protected by Denso tape or a similar tape.
* A section of the main hydraulic hoses to the distributor valve shall be bagged in a material to give special resistance against sunlight and seawater.
* All hydraulic hoses shall be, where feasible, bundled together and protected by a spiral cover made of hard plastic.
* The control console and its cover shall be protected by cataphoresis treatment and painted.
* Steel against steel surfaces of flanges, bolt threads, pin lugs etc shall be protected by a special marine grease to prevent them from adhering and rusting to one another.
* The most critical parts and all internal surfaces shall be sprayed with a special wax leaving a hard transparent film that provides high protection against corrosion.
* The head of the bolts fixing the slew bearing and slew gear(s) to the crane’s rotating column shall be covered by plastic caps filled with marine grease.
* All nuts and bolts shall be made of stainless-steel material (A4 class) with exception of connections that require high tensile bolts.
* All grease nipples shall be made of stainless-steel material.

Roll packers

|  |  |
| --- | --- |
| The contractor shall supply and install and 2 stationary waste compaction unit on the upper deck of each vessel. Compaction units shall be compatible with open Roll-on/roll of containers of different sizes and volumes (maximum 41 m³ and a length of 7 m). | |
| Stationary waste compaction units (roll packer or similar) | * Drum diameter approx. 1,200 mm * drum width: approx. 1,800 m * drum travel length: max. 6,600 mm, adjustable * effective load of drum: approx. 1,700 kg * drum speed: approx. 12 rpm * net weight: approx. 3,200 kg * 5,5 kW/ 380 - 415 V / 50 Hz (drive power requirement) |
| Standard requirements | * Supplied new * Control panel with "advance/return" for manual drum travel control * Limit switch container presence * Oil cooler * Working hour counter * Branded hydraulic pump * Autotimer * Oil level monitoring * Overload protection * Hydraulic oil: compatible with HM hydraulic oil, medium viscosity |
| Particular requirement | * anti-corrosive steel * Marine treatment (coating and painting similar to the crane) |
| Principle drawings only for orientation purposes |  |

Containers

**Not part** of the procurement **only for deck planning and dimensioning purposes**

|  |  |  |  |
| --- | --- | --- | --- |
| Containers | Capacity 25 m³, According ISO norm  Crane hooks according to ISO norms  Inner length : approx. 5,500-6,000 mm (max 6,100 mm)  Width approx. 2.300 mm  Height approx. 2.000 mm (max 2,100 mm)  Floor sheets approx. 5 mm  • Wall sheets approx 3 mm  Empty weight: approx. 2,300 kg  Ratchet operated door lock.  Hinges with greasing point  Rear rollers (2 pieces) Diameter 160mm, width 300 mm  Rear rollers/axle with greasing point  Door safety chain with latching hook  ***Other requirements***  • Each container shall be equipped with a tarpaulin  • Lifting points/lugs: min 4   * Equipment to be painted in white colour (RAL 9016) * Marine treatment (coating and painting similar to the crane) | | |
| Principle drawings only for orientation purposes | Ein Bild, das Himmel, Boden, draußen, Abfalleimer enthält.  Automatisch generierte Beschreibung  Tarpaulin    crane certified lifting lugs min. 15 t (all lugs combined) | | |
| Bale grab/clamp |  | | Bale grab, mechanically self opening, with standard locking pawls and protective linings  Jaw capacity: 650-1100 mm  Lifting capacity: max. 500 kg |
| Hook and chains for container | Ein Bild, das Waage, Metallwaren, Kette, Gerät enthält.  Automatisch generierte Beschreibung |  |  |
| 4 legs  Min. 3,80 m/leg  Min load = 5 t/leg  Nominal 36 mm | min  E = 720 mm  D = 56 mm  F = 380 mm  B = 210 mm  D1 = 50 mm  F1 = 340 mm  B1 = 190 mm | min  Hook with security clap  E = 388 mm  D = 72 mm  G = 109 mm  H = 103 mm  C = 78 mm |

Mobile bin tipper

**Not part** of the procurement **only for deck planning and dimensioning purposes**

At respective quay wall/harbour, the mobile bin tipper is taken out of the vessel (by the crane) and placed on the quay wall to support the tipping of the bins into the 25 m³ container. in the event the bidder provides electrically driven bin tippers, the bin tipper should be equipped with a sufficiently long power supply mains to allow an off-vessel operations.

|  |  |
| --- | --- |
| Mobile bin tipper | * Supplied new, anti-corrosive or corrosion protected steel * Suitable for standardised bins from 80-l to 1,100 l size as per EN 840-1 & EN 840-2 or similar standards * Adjustable different containers with various pivot and comb heights * Distortion free and sturdy steel construction * Able to lift at least one 4 wheeled bin (660-1100 l) or two 2-wheeled bins (80-360 l) at once * Tipping height: min 2500 mm * Lifting capacity: up to 700 kg * Tipping cycle duration * For 120/240 l bins: < 20 sec * 660/1100 l bin: < 30 sec * Equipped with deflector plate * Electrical plug, rechargeable battery driven or diesel driven * For electrical plug driven : ~415VAC 3-ph 50/60Hz ≤3.6A * Marine treatment (coating and painting similar to the crane) * Any information of relevance not included in this specification sheet deemed to be necessary for the enhancement of performance of the equipment shall be included along with the tender response |
| Principle drawings only for information purposes  Footprint approx. 1,5 sqm | Ein Bild, das Motorsäge, Fräse enthält.  Automatisch generierte Beschreibung |

Arrangements for stowing and lashing of containers

Containers shall be stowed longitudinally and shall be effectively supported by the ship structure. The containers shall be effectively prevented from sliding, lifting or tilting by a system of fixed supports or detachable lashing equipment.

The supporting and lashing equipment shall be arranged and dimensioned in such a way that the supporting forces and internal forces in the containers are within the minimum capabilities of the containers to be used.

Containers secured by lashings and other removable equipment

For containers on weather decks a combination of stacking cones (to prevent sliding), locking cones or twist locks (to prevent lifting) and lashing shall be applied. Containers on linear seating’s shall be secured vertically and horizontally by special lashings.

Small equipment

|  |  |
| --- | --- |
| Small maintenance and operation equipment | The Manufacturer shall provide small maintenance and operation tools to undergo daily or unexpected small maintenance and repairing works  Manufacture Shall also provide Full-service list including Overhaul kit. |

Accommodation and furnishing

General

Cabin arrangement shall be fitted for overnight operation (24 hrs or more) of the vessel.

All cabins shall be arranged as per Owner’s approved drawing. Galley, provision stores, sanitary spaces, wheelhouse, etc., to be arranged according to the drawing. Air‐conditioning should be provided in all cabins.

The galley, crew cabin and wheelhouse shall be arranged and fitted out as shown in the General Arrangement plan. All spaces shall be designed to have a clear height of 2100 mm.

Panelling, ceiling, flooring & insulation

Complete panelling & ceiling work to be of marine plywood and painted on top. Colour/Shades of panelling, ceiling and flooring material as per Owner’s Choice.

Side panelling & overhead ceiling to be about 6 mm in thickness. Panelling and ceiling framing to be by means of wooden/GI backing. Ceiling to be extended over the complete accommodation area. The ceiling height to be such that clear headroom of approx. 2 meters is obtained.

Flooring in accommodation spaces and wheelhouse shall be covered with 12 mm thick approved type deck composition and laid over with Linoleum. Flooring in galley, wash spaces & WCs shall be covered with mosaic tiles about 25 mm thick with cement underlay.

Comfort insulation in form of Thermocol to be provided to all parts of living spaces, wheelhouse exposed to sunlight, including decks, bulkheads etc.

Complement, cabins etc

Cabins shall be arranged as follows:

* One cabin for captain
* 03 nos. cabin for crew (5-6 crew members)
* One galley
* One provision store
* One Bathroom ‐One Toilet

Furnishing of cabins

The captain’s cabin to be furnished as follows:

* 1 no. bunk of approx. size 1980 \*800 \*600 mm height with drawers under
* 1 no. table of approx. size 700\*500\*750 mm height with drawers
* 1 no. wooden / aluminium chair with padded seat and back‐rest
* 1 no. full height wardrobe cum locker
* 1 set of light fittings
* 1 plug point
* 1 book rack and
* 1bottle / tumbler rack
* 1 no. toilet cabinet with mirror ‐2 nos. coat hooks

Four crews berth cabins for crew to be furnished as follows:

* 2 no. double Bunk of approx. size 1980 x 800 mm with 6 drawers under lower bunk
* 2 nos. wardrobe cum lockers suitable for 2 persons
* 8 nos. coat hooks
* sets of light fittings
* 2 nos. electric plug points
* 1 nos. toilet cabinet with mirror
* 1 nos. foldable chairs Bunk ladder for each upper bunk
* 1 nos. bottle / tumbler rack

Each bunk shall be provided with:

1. 75 mm thick coir mattress with 25 mm thick HD foam on top covered with cotton cover
2. 1 no. pillow with 2 nos. pillow covers
3. 2 nos. bedsheets

Furnishing of wheelhouse

The wheelhouse shall have large windows and consist of the following:

All windows should have good quality sun control (heat) film and rolling down curtains.

* 1 no. control console consisting of:
  + 1 no. steering column with wooden steering wheel & rudder angle indicator
  + 2 no. main engine remote control
  + 1 no. navigation light panel
  + 2 nos. RPM indicators for main engines and propeller shafts each
  + 2 sets alarm panels for main engines and gear box
* 1 no. helmsman stool (upholstered and adjustable highchair with foot rest and folding arms)
* 1 no. storing locker
* 1 no. wooden grating for helmsman
* sets of light fittings
* 1 no. Chart table
* nos. aluminium foldable chairs
* 1 no. Flag locker
* 1 no. Magnetic compass
* 1 no. Loud‐hailer
* 1 no. VHF set
* 1 no. Marine clock

The view from Bridge should give a 240-degree span. Good quality aluminium windows to be used. The propulsion and manoeuvring control consoles shall be located at the fore-end of wheelhouse. The dashboard shall be made of aluminium. The wheelhouse floor shall be raised & covered with rubber tiles.

Furnishing of galley

The galley shall be equipped as follows:

* 1 no. aluminium top preparation table with lockers under
* 1 no. cooking device (hob with oven)
* 1 no. stainless steel sink with drain board
* 1 no. cupboard and rack for cooking utensils
* 1 set of light fittings
* 1 no.165 l refrigerator
* Cutlery and crockery and utensils suitable for 8 persons
* 1 deep freezer

Furnishing of store

The provision stores to be fitted as follows:

* 1 Double rack of steel frame with wooden shelves
* 1 set of light fittings

Furnishing of wet places

The toilets, showers and wash‐place to be fitted as follows: 01 nos. toilets each fitted with:

* Western style WC with separate water tap made of stainless steel and hose with flushing valve, paper roll holder etc.
* Fresh water connection
* Sea water connection
* Storm rail

01 nos. shower each fitted with:

* Fixed type shower fitting of chromium plated brass
* Curtain for shower compartment
* Fresh water connection
* Towel rack Soap tray
* Wash place
* Wash basin stainless steel
* Fresh water connection
* Mirror
* Dirty clothes locker
* LED light 40 w

All necessary taps shall be made of non‐ferrous material and chromium plated. Flooring should be with tiles of good quality.

Safety and navigational equipment

Lifesaving appliances

The lifesaving items will be of an approved type. The quantity, equipment, arrangement, installation and other provision shall be in compliance with the requirement of SOLAS and the requirements of national authority. Lifesaving appliances to be provided to meet Statutory Rules.

* 1 life raft
* 4 life ring
* 20 Life Jacket SOLAS type, with light, whistle and retro‐reflective tapes

Firefighting appliances

The firefighting appliances will be of an approved type. The quantity, equipment, arrangement, installation, and other provision shall be in compliance with the requirement of SOLAS and the requirements of national authority (Maldivian transport authority regulation).

* 1 No. Fire / G.S. Pump, self-prime, flow rate; 40 m³/hour@9 bar
* 1 No emergency fire pump of capacity 40 m³/hour
* Fixed fire Alarm system ‐Heat or smoke detectors shall be fixed in engine room, galley area, crew cabins, all stores, wheelhouse and pump rooms. The detectors shall be combined in a panel which will activate an alarm system in case of excessive detection of heat or smoke from any sensors.
* 4 Nos. Fire Hydrants (or as per national regulations)
* 4 Nos. Canvas Fire Hoses with jet cum Spray Nozzles in cabinet
* 5 Nos. 9 l. Chemical Foam type Fire extinguishers
* 5 Nos. 2 kg. CO2 Extinguishers
* 4 Nos. 9 kg. Dry Chemical Powder type
* 2 Nos. 10 l. Fire buckets with lanyard
* 1 Nos. 0,2 m³. Sand box with scoop
* 1 No. Fireman’s Axe
* 2 Nos of Fire Men Outfit Set
* 2 set of Breathing apparatus.

Light & sound signals and shapes

Light and sound signals to be provided and fitted in accordance with the rules for Prevention of Collisions at Sea. The following minimum double tier lights, operating on 220 V AC. and shapes to be provided.

* 1 Nos. Mast head light
* 1 No. Stern light
* 1 No. Port side light
* 1 No. Starboard side light
* 1 Nos. Not Under Command light (NUC light)
* 1 Nos. Anchor light
* 1 No. 1000 W Search light (Control from W/H)
* 1 Nos. 600mm Black balls
* 1 Nos. 600mm Black Diamonds shape
* 1 set Signalling Flags
* 1 No. National Flag

The following Miscellaneous equipment shall also be provided on the wheelhouse deck.

* Wind Screen/Wiper
* Public announcement system
* Barometer, Radar Indicator
* Alphabetic Flag set
* Electric Torch
* First Aid Kit & Wheelhouse Posters.

Navigational aids

All navigation and communication equipment shall follow IMO regulation and as per the National Safety Requirement of the Maldives.

Navigational lights shall be controlled from a control panel mounted on bridge console. The panel should show the status of the lamps and shall give an audible/visual alarm in case of fused bulb.

A complete set of Global Positioning system of approved and reputed make shall be fitted on the vessel. The receiver shall be installed at the chart table and the antenna at the wheelhouse top.

1. 01 x Gyro Compass

Approved Gyro compass system shall be provided. The gyro compass shall have interfaces with radar, speed log and autopilot. Alarms for power failure, gyro failure and system failure shall be incorporated.

1. 01 x Magnetic Compass

Reflecting periscope type Magnetic compass of approved type with provisions for obtaining compass deviations and with necessary accessories shall be provided.

1. 01 x Radar

Radar should have range of 45 nautical miles or more and day light viewing colour monitor and performance monitor shall be fitted. The radar shall have inter switching arrangement and have interface with Gyrocompass.

1. 01 x Differential Global Positioning system (DGPS) satellite navigation receiver.
2. 01 x Echo Sounder

Digital readout colour Echo Sounder suitable for day and night operations with digital display and minimum depth audible alarm shall be fitted. The electronic recording and indicating unit shall be fitted at the wheelhouse console. The display shall be suitably positioned for the clear view of the helmsman.

1. 02 x VHF radios

One radio is stationary and the other one is handheld type. VHF marine should be as required by Maldives Transport Authority

1. 01 x anemometer

A wind direction and speed measuring equipment with digital readout shall be provided. The sensor for the same shall be provided at the radar mast.

1. 01 x Doppler Log

Dual axis Doppler log with speed and current speed I Direction facility shall be fitted. The display for the same shall be suitably arranged at the wheelhouse for the clear view of the helmsman. The speed log shall be interfaced with radar and autopilot.

1. PA system (includes loud hailers & microphone)

Machinery specification

General

All equipment, machinery, instruments, and installations shall be of the latest design and rugged construction and as per best shipbuilding practice. They shall be of the best quality and suitable for tropical, humid marine climate. Modern systems, machinery, equipment shall be provided for fuel and energy efficiency and shall have adequate controls, gauges, alarms and safety measures. All machinery and equipment are to be manufactured, inspected and fitted as per regulation and requirements and relevant certificates to be provided.

Main propulsion units

The design and layout of the Engine Room installation shall be in accordance with the rules and regulations of the Statutory. Main propulsion engines shall be (02), 4 stroke electric started, non-reversible marine diesel engines, turbo charged, approved by Owner, 500 HP each (or sufficient give minimum 9 knots at full speed). The engine should have minimum IMO Tier 2 emission.

The brand shall have an after-sale service (main engine procurement and spare parts) in south and south-east Asia, ideally in the Maldives.

The engines are rigidly mounted on its bedplates with provision for alignment, which are duly welded on the longitudinal bottom girders in the hull of the vessel. Each engine shall be fitted with starter motor, battery charger and transistorized cut‐off system. The engines are fresh water cooled via heat exchanger cooling system with a built‐in freshwater cooling pump and sea‐water cooling pump.

Electric starting system, fuel system for HSD, lube oil system for wet sump, cooling system for freshwater and seawater, freshwater cooling pump, sea water cooling pump, lube oil pump is built‐in the engine, and the stand‐by arrangements, as per Statutory rules and requirements. The engines shall be equipped with local direct control as well as mechanical remote control from the wheelhouse (Teleflex make), for twin‐screw operation. One emergency stop button to be provided in the wheelhouse for emergency shut down of each engine.

The engine controls and alarms are in accordance with National Safety requirements of the Maldives. The engine instrument panel shall have RPM indicator, running hours indicator, lube oil pressure gauge, Jacket water temperature & pressure gauge, ammeter, start‐stop button, alarm for lube oil pressure and high jacket water temperature. Both engines shall be provided with safety shut down for very low lube oil pressure, very high fresh water temperature and over speed. The main engines shall have audio‐visual signal system for engine oil failure and cooling water high temperature fitted in the engine room and in the wheelhouse.

For the shaft arrangement both torsional and lateral (bending) vibration analyses will be performed to avoid resonances in the working speed range.

Speed = Minimum 9 knots based on two propulsion units, at fully loaded conditions. Higher speeds should be attainable with more engines and varying loads on board. A speed variation chart shall be prepared accordingly.

Suitable reinforcement shall be provided under heavy concentrated loads with brackets or carlings for effective distribution of the loads.

Special attention shall be paid to minimize the structural vibration.

*Engine data*

Engine rated power: Minimum 370 kw @ Engine rated speed 1800 rpm

Gear box

Each main engine to be coupled to a marine reverse reduction Gearbox. The gear ratio shall as per designer to achieve the required speed. The direction of rotation of each propeller shall be outboard. All accessories and fittings, such as heat exchanger, etc. to be provided as per standard design of the gearbox and as per manufactures recommendation. The operations of these gears in direct connection with speed of the main engine shall be controlled from the wheelhouse by a remote control. Arrangements for local operations of the engines and gearboxes shall be made. The gear pressure gauges shall be provided for each gear unit with alarm / shut down for oil pressure failure.

Alignment

The main propulsion units shall be bolted to the bed plates, which are duly welded on to the engine girders. The Main engine alignment shall be done in floating condition at an even keel.

Stern gear

Two sets of water lubricated stern gear to be provided of suitable dimensions as per requirement. Two stainless steel shafts with loose inboard‐flanged couplings key fitted to the shafts to be supplied and arranged for outward withdrawal. The gunmetal bearings/bushes shall be with cut less rubber.

Propellers

(02) units of four bladed fixed pitch propellers of optimum diameter cast in manganese bronze to be fitted, one Right Hand and one Left Hand. The propellers shall be fitted to the shaft end and secured by a forged steel key and stainless-steel screw. Manganese bronze fairing cone nut shall be fitted and secured to the propeller boss by stainless steel screw. The propeller boss shall be rigidly secured to the hull by mild steel struts. Propellers shall be statically balanced, and the blades polished to give a smooth finish. These propellers shall be suitably designed to give the specified speed. Propeller nut wrench and propeller loosening tools, & net cutters shall be provided.

Rudder & rudder stock

Two nos. semi‐balanced, double plated, mild steel fabricated rudders shall be fitted, with horizontal plate frames and soft bottom. The rudders shall have adequate blade area to ensure good steering quality. Rudder stops shall be fitted for a hard over angle of 35 deg. Port to 35 deg. Starboard. The rudder shall be watertight and fitted with filling and drain plugs. All inside surfaces shall be coated with bituminous solution. The rudder shall be subject to pressure test as per rule requirements.

A lifting eye and a jumping collar to be fitted to each rudderstock. Rudderstock to be fabricated out of forged steel.

The rudder stock housing shall be made of tubular steel, with a heavy top plate to take the steering gear and watertight gland. A bearing shall be incorporated at the lower end of the housing. The bearing and stock shall be designed to take the full side load of the rudder.

The rudder bearings shall be made of gun‐ metal and shall be grease lubricated from inside steering gear compartment.

Steering gear

Hand hydraulic steering gear of suitable make, having adequate capacity for twin screw operations, shall be supplied and fitted in the steering gear compartment, capable of turning the rudder from 35 deg. to 35 deg at full speed ahead. The torque shall be 1 Ton – Meter minimum. The construction and materials are to be as per classification rules.

Emergency hydraulic steering shall be provided. Steering controls, rudder angle indicator, alarms, etc. shall be provided in wheelhouse. A mechanical type rudder angle indicator shall be provided in steering gear compartment. The control for steering shall be from the Wheelhouse.

Pumps

N° of bilge pump : in each closed compartment in lower deck (15 m³/h)

01 Ballast pump (15 m³/h and 01 General Service/Fire Fighting pump (40 m³/h) to be provided with inter connection between the pumps.

Bilge/Ballast/GS pumps shall be driven by electric motor. Capacities to be suitable for the respective services,

The pumps shall be centrifugal type & self‐priming. The pumps and motor shall be duly approved by Owner representative.

Sea chest

Sea chests shall be located at a suitable position in machinery room for efficient suction at all conditions. These shall be of generous dimensions and the openings in the shell shall be fitted with galvanized mild steel grids held in position by bolts and nuts. The area of flow through the grid shall be a minimum of 2.1/2 times the area of flow through the respective pipelines.

Aluminium anode shall be fitted in each well. The sea valves attached to the wells shall be class approved. For each sea chest, one strainer and isolating valve shall be fitted on the suction line immediately after skin opening. The sea chests shall be interconnected with a pipeline of adequate diameter.

Generator set

Two nos. auxiliary engine driven gen. sets shall provided on board the vessel. The rating shall be approx. 50 kW single phase Gen Set, 100 - 120 kW 3 Phase Gen set to be determined by the bidder depending of the chosen equipment supplier for crane, winch etc.)

The generator shall be resiliently mounted on a common fabricated base frame fitted onto the vessel bottom structure. The generator shall be able to operate in the specified ambient conditions and all revolving parts shall be well balanced. Automatic voltage regulators shall be fitted.

Piping, valves and system

General

All the piping systems shall be installed in accordance with best marine practice. The piping system in general shall be laid out neatly and shall be accessible for maintenance and repairs. Securing arrangement with proper clamps shall be arranged.

All piping systems shall be installed in such a way that satisfactory functioning of the installations shall be possible to the approval of Class and Owner' s representative. They shall be installed together with all fittings such as flow control valves, filters, pressure gauges, thermometers, etc. according to the standard marine practice and as per the schematic piping arrangement. All supply lines are to be terminated first to a supply manifold and return lines are terminated first to a return manifold for each particular system to ease maintenance.

Fuel oil piping shall be of stainless steel. Domestic fresh water and sea water system shall be of copper or Acrylonitrile-Butadiene-Styrene (ABS). The pipes are to be carefully clipped and where necessary fitted with drain plugs and bleeding valves.

All piping in machinery spaces shall be marked with coloured bands to denote the nature of fluid or gas passing through it. Pipes shall be adequately supported to prevent undue vibration. Where required for their duty flexible pipe connections shall be used. Drip trays to be provided for pipework in public spaces for safety purposes.

All valves shall be of approved type generally of stainless-steel body.

Gunmetal non‐return valves shall be fitted on all overboard discharges. All seacocks shall be gunmetal screw down valves and readily accessible. All other valves shall be generally of cast iron body with gunmetal internals. Suitable bulkhead pieces shall be fitted in each place where pipes pass through bulkheads, decks, etc. Quick closing valves shall be provided on fuel oil tanks.

‘D’ Table flanges shall be used for pipe joints. Piping layout drawings for each major system shall be approved by Owner representative.

Piping material

The material for various piping system shall be in accordance with the following table:

| Piping system | Material |
| --- | --- |
| Main & Auxiliary raw water | MS Seamless Sch. 40 |
| Bilge & Ballast lines | MS Seamless Sch. 40 |
| Cargo lines | MS Seamless Sch. 40 |
| Domestic SW line | MS Seamless Sch. 40 |
| Domestic FW line | MS Seamless Sch. 20 |
| Sanitary line | MS Seamless Sch. 40 |
| Fire Fighting line | MS Seamless Sch. 40 |
| Scupper & Discharge line | MS Seamless Sch. 40 |
| FW & SW Cooling line | MS Seamless Sch. 40 |
| Exhaust system | MS Seamless Sch 20 |
| Fuel Oil piping | MS Seamless Sch. 40 |
| Steering gear piping | MS Seamless Sch 40 |

Bilge system

Each compartment can be bilged with a suction hose through the sounding pipes on main deck by means of an ejector connected to the bilge pumps.

A PS and a SB compartment are also fitted with a bilge point with suction from the diesel driven bilge pumps in the machinery room. Furthermore, in these compartments a manual bilge pump is fitted.

Air, Filling & Sounding system

All filling, sounding and air pipes shall be extending above the main deck. All filling pipes shall have bronze secured caps. All tank air vents, sounding pipes and filling points shall be colour coded and clearly marked.

Fuel oil piping system

Daily service tank shall be provided with aeration pipes, water drain valve level gauges and drip trays.

*Fuel oil injection pump*

The fuel oil injection pumps are incorporated in each diesel engine lay-out.

*Fuel oil piping*

The fuel oil runs through a bronze screw down valve and a water trap from the tank to the engine fuel oil filters. The suction and return lines are fitted to the engine with flexible connectors. Water drain valves are mounted.

*Water Separator*

For each engine a water trap is mounted in the main fuel oil line. The alarm is presented in the dashboard.

*Fuel oil header tank filling pump*

One electrical (24V DC or AC) transfer pump for each fuel header tank is fitted for transferring fuel oil from the fuel oil tank to the day tanks, which can carry one day's operation. This pump will be delivered with the engine and run at intervals controlled by low- and high-level switches fitted on the day tanks.

An emergency hand pump will be installed for each engine.

*Oil spill drip tray*

Each propulsion is equipped with a drip tray to prevent any possible oil spill. These drip trays are integrated in the unit's foundation.

Fresh water piping system

A freshwater gravity tank is fitted above upper deck. lt shall be complete with de­ aeration pipes, level gauges and filling lines.

*Fresh water filling pump*

Fresh water is supplied by an electrically driven (24V) pressure filling pump with suction from outside water. One standby pump must be supplied.

A high-level alarm shall be fitted in the gravity tank.

*Fresh water tap*

Each toilet space is equipped with a non-potable water tap.

*Sanitary flush system*

The toilets are flushed with fresh water which is supplied by the freshwater gravity tank.

Drinking water piping system

ABS lines shall be fitted from the fresh water tank to the pressure set to supply water to the taps.

Sanitary drain piping system

The sink shall drain wastewater via ABS pipes and discharge overboard shall be via an overboard valve on side shell..

*Sewage Pump*

One electrically driven (24V DC or single-phase AC). sewage pump is installed on machinery deck to empty the sewage tank. Emergency hand pump to be installed.

*Sanitary drain piping*

The sewage tank is to be discharged by the sewage pump. A high-level alarm will be provided.

Cooling system

The cooling water system for the main engines is of the closed type.

Closed cooling water circuit

The engines can either be radiator cooled or direct cooled with fresh water from the lake. For the radiator cooled, each cooling water pump is driven by the engine. The cooling water pipes are connected to the engines with flexible couplings. De-aeration plugs are mounted at suitable points in the cooling water system.

One standby pump has to be supplied.

Firefighting and General Service system

The combined firefighting and deck washing system is to be supplied from one general service pump and additional pump in same line. in the machinery room.

Ventilation

Ventilation

The engine room shall be provided with forced mechanical ventilation, consisting of 01 supply and 01 combined supply/exhaust system. Each system shall be capable of at least @ 10,000 CFM.

All enclosed spaces to be provided with air pipes / goose neck ventilators.

*Natural / Forced Ventilation*

Cargo hold & void spaces shall have natural ventilation. Exhaust fans shall be provided for the crew toilet. Exhaust fan & forced ventilation shall be provided for, stores, wheelhouse, rest rooms and galley.

Galley shall be provided with exhaust fan with hood and grease filters. Sanitary spaces shall be provided torpedo type natural ventilators.

*Machinery room ventilation*

The machinery room shall have forced ventilation and natural exhaust system. Two (2) electrically driven axial flow fans shall provide fresh air for the machinery room. The fans shall be easily removable for overhaul.

Electrical system

General

The complete electrical equipment, installation and workmanship onboard shall be in accordance with the rules and regulations of the Classification Society and statutory authority applicable to this type of vessel. All electrical equipment shall be suitable for marine application and according to the requirements for safe and efficient operation of the vessel.

All electrical equipment installed on the weather decks shall be considered as that they may be immersed into sea water.

All the electrical sockets provided shall be supplied with appropriate fuses subject to the connected load? .

All electrical equipment shall work satisfactorily when permanently inclined to an angle of 15 degrees athwart ships and 10 degrees fore and aft on either side.

All the electrical equipment shall be arranged for easy accessibility for repair and replacement. All electrical cables shall be of the type with stranded conductors.

System of supply

1 Nos. 12V to 24 V Battery Charger to be provided. 230 V, 1 Ph, 50 Hz AC for general lighting.

230 V AC/24 V DC AC for navigational lights. 415 V/ 230 V, 3PH, 50 Hz for machinery.

24 Volts D.C. for emergency lighting, alarms, controls, monitoring, radio & Navigational Equipment.

D.C System

The 24V D.C supply shall be obtained from four (04) banks of 4 x 24V, 200 A batteries.

Main switchboard

The main electrical Switch Board of drip proof, dead front type, self-standing shall be fitted on resilient mountings. Sufficient working space shall be provided in the front and rear of the switchboard. The main switchboard shall be type approved and of reputed make. lt shall be positioned in a safe place in the machinery room.

Cables

All cables shall be of a type approved by the Survey Authority.

Cables passing through bulkheads shall be led through individual watertight gland or multi cable transits. The piercing shall be filled with approved filling material for water tightness as applicable.

Cables passing close to radio and navigation equipment shall be properly screened. As far as possible cables for automation and instrumentation shall be laid in separate trays or when laid on same channel the distance between them shall be as per the rules.

Lighting

All lightings shall be LEDs. All deck lighting to suit 24 hr operations. The main lighting installation shall be of 120 V AC system. Distribution shall be by four wires with neutral earthed system.

Interior lights

Accommodation lights shall be of LED type. Watertight LED type fittings shall be used in the engine room, toilets and galley for general illumination. All the switches and sockets used shall be of waterproof type. Rechargeable battery lights operating on 220 V AC. shall be fitted in the Wheelhouse, Engine room and accommodation passages.

Exterior lights

Deck lights shall be of waterproof type, LED lights 40 watt each.

Navigation lights

AC supply navigational lights shall be fitted and controlled by a switchboard panel in the wheelhouse, with audio-visual alarm system.

Search light

One (01) Searchlight 1000 W shall be provided with about 1‐meter stand and remote handle in wheelhouse for movement.

Battery bank

Four (04) lead acid batteries 12V, 200 AH capacity to be provided. One separate set of batteries shall be used for starting of each engine. The batteries shall be charged by the battery charging alternators provided on the main engines through selector switch.

Fuses & Circuit Breakers

Fuses and circuit breakers used throughout the installation shall be of approved type and shall be suitably sized to circuit requirements.

Switches, Sockets and terminals

All switches in the accommodation shall be flush mounted type. Switches, sockets and terminals in the engine room and other machinery compartments shall be watertight.

Fire and general alarm

Fire and general alarm supply system shall be taken from the 24V DC distribution board. Manually operated call points and alarm bells shall be fitted in the wheelhouse and engine room

Cargo (fuel) system

General

The cargo system shall comprise of cargo tanks, cargo pumps and cargo piping. The piping system shall be designed to receive and transfer contents of each tank separately.

The vessel shall be provided a cargo system capable of holding and transferring petroleum products of flash point < 60°C.

Cargo pumps

two (02) cargo pump (positive displacement gear pumps) with a capacity of 50 m³/hr at 30 PSI pressure driven by Flame proof motors shall be provided.

Piping system

Cargo piping system shall be of 4” MS Seamless Sch 40. A suitable receiving/discharge manifold shall be provided on the Main deck. Control of the valves shall be carried out from the Main deck. Cargo piping arrangement should be such that each cargo pump relates to a completely segregated suction/discharge pipeline. However, a blank/open flange (spool type) connectivity between the two pumps shell be provided on both suction and discharge side.

Spare parts

The Supplier shall provide a set of usual spare and wear parts for the vessels for two years of operation and routine maintenance. The price of the spare and wear parts shall not be included in the unit price of the vessel but shall be provided for the following periods separately:

* Warranty period (only wear parts not included in the warranty)

Two years after expiry of the warranty period (included in the scope of supply)

*Spare part list (for each vessel)*

| **Item** | **Amount** | **Description** |
| --- | --- | --- |
| Anode | 1 set | Hull anode |
|  | 1 set | Rudder anode |
|  | 1 set | Shaft anode |
| Switches |  | Replacement switches for AC and DC switches |
| Filters | 4 sets | Filter or filter element (which ever need replacing) with nuts, washer and gaskets. (air filter, water filter and oil filters included) |
| Fuel hose | 1 set | Length and size used for the vessel. |
| Ventilation fan | 1 set | Ventilation fan used for machinery area |
| Water strainer | 1 set | For different sizes used in the vessel |
| Engine Push pull cable | 1 set | Speed control cables with nuts and fasteners |
| Bilge pumps | 1 set | Replacement for each bilge pump with fitting |
| Pumps | 1 set | Replacement pump for each fresh water and seawater pump. (Except fire pump) |
| Spare hydraulic pipes | 1 set | With fittings and connections for crane. |
| Door locks | ½ set | All the locks used in the vessel |
| Rope | 1 set | Mooring rope and anchor rope |

Training

|  |  |
| --- | --- |
| Associated services | The manufacturer shall organise a one-week training session with the personnel of final beneficiary (National waste management company WAMCO) a one-week training session after the custom clearance by the purchaser.  The training session should comprise:   * handling of the crane device * handling of the roll packer * Vessel commands * Routine maintenance procedures   Training should be made by a team of adequate experts in navigation representatives of the crane furnisher and roll packer supplier.  Customer should receive theoretical training material and tools as softcopy in pdf or ppt format (3 copies)  Total: 2 experts (honorary) 1 week in Male including transport costs, daily allowances, accommodation etc. |

See also Annex 2 : Unofficial translation of Maldives vessel safety regulations

1. Drawings

General arrangements only for information purposes

* GA 1.01
* GA 1.02

Section 7 - General Conditions of Contract

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|  |  |  |
| --- | --- | --- |
| 1. Definitions | * 1. The following words and expressions shall have the meanings hereby assigned to them:      1. “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.      2. “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.      3. “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.      4. “Day” means calendar day.      5. “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.      6. “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.      7. “Eligible Countries” means the countries and territories eligible as listed in Section 5.      8. “GCC” means the General Conditions of Contract.      9. “Goods” means all of the commodities, raw material, machin­ery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.      10. “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).      11. “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.      12. “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.      13. “SCC” means the Special Conditions of Contract.      14. “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.      15. “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.      16. “ADB” is the Asian Development Bank.      17. “The Site,” where applicable, means the place named in the SCC. | |
| 1. Contract Documents | * 1. Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. | |
| 1. Fraud and Corruption | * 1. ADB’s Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB  defines, for the purposes of this provision, the terms set forth below as follows:“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;“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;“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;“collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;“obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to  an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation;  (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or  (e) materially impeding ADBʼs contractual rights of audit or access to information; and“integrity violation" is any act which violates ADB’s Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; andwill impose remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate**[[7]](#footnote-7)** in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations. | |
|  | * 1. The Supplier shall permit ADB to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB. | |
| 1. Interpretation | * 1. If the context so requires it, singular means plural and vice versa. | |
|  | * 1. Incoterms  The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC. | |
|  | * 1. Entire Agreement   The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. | |
|  | * 1. Amendment   No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. | |
|  | * 1. Nonwaiver      1. Subject to GCC Subclause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.      2. Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived. | |
|  | * 1. Severability   If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. | |
| 1. Language | * 1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern. | |
|  | * 1. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation. | |
| 1. Joint Venture | * 1. If the Supplier is a Joint Venture all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser. | |
| 1. Eligibility | * 1. The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. | |
|  | * 1. All Goods and Related Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, “country of origin” means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components. | |
| 1. Notices | * 1. Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt. | |
|  | * 1. A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later. | |
| 1. Governing Law | * 1. The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s country, unless otherwise specified in the SCC. |
| 1. Settlement of Disputes | * 1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. |
|  | * 1. If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC. |
| 1. Scope of Supply | * 1. Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply). |
|  | * 1. Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract. |
| 1. Delivery | * 1. Subject to GCC Subclause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC. |
| 1. Supplier’s Responsibilities | * 1. The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12. |
| 1. Purchaser’s Responsibilities | * 1. Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner. |
|  | * 1. The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Subclause 14.1. |
| 1. Contract Price | * 1. The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract. |
|  | * 1. Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC. |
| 1. Terms of Payment | * 1. The Contract Price shall be paid as specified in the SCC. |
|  | * 1. The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract. |
|  | * 1. Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it. |
|  | * 1. The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC. |
| 1. Taxes and Duties | * 1. For goods supplied from outside the Purchaser’s country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser’s country. |
|  | * 1. For goods supplied from within the Purchaser’s country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. |
|  | * 1. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser’s Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. |
| 1. Performance Security | * 1. The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC. |
|  | * 1. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract. |
|  | * 1. The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser. |
|  | * 1. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC. |
| 1. Copyright | * 1. The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. |
| 1. Confidential Information | * 1. The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20. |
|  | * 1. The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract. |
|  | * 1. The obligation of a party under GCC Subclauses 20.1 and 20.2 above, however, shall not apply to information that      1. the Purchaser or Supplier needs to share with ADB or other institutions participating in the financing of the Contract;      2. now or hereafter enters the public domain through no fault of that party;      3. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or      4. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. |
|  | * 1. The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof. |
|  | * 1. The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract. |
| 1. Subcontracting | * 1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. |
|  | * 1. Subcontracts shall comply with the provisions of GCC Clauses 3 and 7. |
| 1. Specifications and Standards | * 1. Technical Specifications and Drawings      1. The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.      2. The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.      3. The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6 (Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods. |
|  | * 1. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section 6 (Schedule of Supply). During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33. |
| 1. Packing and Documents | * 1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit. |
|  | * 1. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser. |
| 1. Insurance | * 1. Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC. |
| 1. Transportation | * 1. Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Section 6 (Schedule of Supply). |
| 1. Inspections and Tests | * 1. The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Section 6 (Schedule of Supply). |
|  | * 1. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser’s country as specified in the SCC. Subject to GCC Subclause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. |
|  | * 1. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses. |
|  | * 1. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection. |
|  | * 1. The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes, and standards under the Contract, provided that the Supplier’s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier’s performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected. |
|  | * 1. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection. |
|  | * 1. The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Subclause 26.4. |
|  | * 1. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Subclause 26.6, shall release the Supplier from any warranties or other obligations under the Contract. |
| 1. Liquidated Damages | * 1. Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35. |
| 1. Warranty | * 1. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. |
|  | * 1. Subject to GCC Subclause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination. |
|  | * 1. Unless otherwise specified in the SCC, the warranty shall remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier. |
|  | * 1. The Purchaser shall give Notice to the Supplier, stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects. |
|  | * 1. Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser. |
|  | * 1. If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. |
| 1. Patent Indemnity | * 1. The Supplier shall, subject to the Purchaser’s compliance with GCC Subclause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of      1. the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and      2. the sale in any country of the products produced by the Goods.   Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract. |
|  | * 1. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. |
|  | * 1. If the Supplier fails to notify the Purchaser within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. |
|  | * 1. The Purchaser shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing. |
|  | * 1. The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser. |
| 1. Limitation of Liability | 30.1 Except in cases of gross negligence or willful misconduct,   * + 1. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and     2. the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement. |
| 1. Change in Laws and Regulations | * 1. Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser’s country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15. |
| 1. Force Majeure | * 1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. |
|  | * 1. For purposes of this clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. |
|  | * 1. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. |
| 1. Change Orders and Contract Amendments | * 1. The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:      1. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;      2. the method of shipment or packing;      3. the place of delivery; and      4. the Related Services to be provided by the Supplier. |
|  | * 1. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within 28 days from the date of the Supplier’s receipt of the Purchaser’s change order. |
|  | * 1. Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. |
| 1. Extensions of Time | * 1. If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. |
|  | * 1. Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Subclause 34.1. |
| 1. Termination | * 1. Termination for Default      1. The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,   (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or  (ii) if the Supplier fails to perform any other obligation under the Contract.  (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.   * + 1. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated. |
|  | * 1. Termination for Insolvency   The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser. |
|  | * 1. Termination for Convenience      1. The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.      2. The Goods that are complete and ready for shipment within 28 days after the Supplier’s receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect  to have any portion completed and delivered at the Contract terms and prices; and/orto cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier. |
| 1. Assignment | * 1. Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party. |

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| Section 8 - Special Conditions of Contract | |
| The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. | |
| **GCC 1.1(j)** | The Purchaser’s country is: **Republic of the Maldives** |
| **GCC 1.1(k)** | The Purchaser is: **Ministry of Environment, Climate Change and Technology** |
| **GCC 1.1 (q)** | The Site is: **Male’** |
| **GCC 4.2 (b)** | The version of Incoterms shall be: **Incoterms 2020** |
| **GCC 5.1** | The language shall be: **English**  The language for translation of supporting documents and printed literature is: **English** |
| **GCC 8.1** | For **notices**, the Purchaser’s address shall be:  Attention: Mr. Ahmed Murthaza, Director General  Street address: Ministry of Environment, Green Building, Ameenee Magu, Maafannu,  Floor/ Room number: 4th Floor, Waste Management and Pollution Control Department  City: Male'  ZIP code: 20392  Country: Republic of Maldives  Telephone: (960) 301 8300  E-mail: zone3wte@environment.gov.mv |
| **GCC 9.1** | The governing law shall be: **Republic of the Maldives** |
| **GCC 10.2** | The formal mechanism for the resolution of disputes shall be:  **For a contract with a Foreign Supplier:**  In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by international arbitration conducted in accordance with the **Arbitration Rules of the Singapore International Arbitration Centre**. The arbitration procedure shall be administered by the Singapore International Arbitration Center  Place of arbitration: Singapore  **For a contract with a Local Supplier:**  In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the local arbitration procedures in the Purchaser’s country.  **Place of arbitration: Republic of the Maldives** |
| **GCC 11.1** | The Scope of Supply shall be defined in: Section 6 (schedule of supply) |
| **GCC 12.1** | **Details of shipping and documents to be furnished by the Supplier shall be:**  “For Goods supplied from abroad as per Incoterms CIF: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by telex or fax the full details of the “shipment”, including Contract number, description of Goods, port of loading, date of travel, estimated date of arrival. The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company:   * + 1. 03 copies of the Supplier’s invoice showing the description of the Goods, quantity, unit price, and total amount;     2. original and 02.copies of the negotiable, clean, on-board bill of arrival;     3. 03.copies of the packing list identifying contents of each package (wear parts and mobile equipment;     4. insurance certificate;     5. Manufacturer’s or Supplier’s warranty certificate;     6. inspection certificate, issued by the nominated inspection agency, and the Supplier’s factory inspection report; and     7. certificate of origin.   The Purchaser shall receive the above documents at least 1 week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.  For Goods from within the Purchaser’s country as per Incoterm EXW:  Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:   * + 1. copies of the Supplier’s invoice showing the description of the Goods, quantity, unit price, and total amount;     2. delivery note,     3. Manufacturer’s or Supplier’s warranty certificate;     4. inspection certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report; and     5. certificate of origin.   The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.] |
| **GCC 15.2** | The price adjustment shall be: **as per section 4 (only for shipbuilding steel Grade A)** |
| **GCC 16.1** | Payment of the Contract Price shall be made in the following manner:  For Goods and Related Services supplied from outside the Purchaser’s country:   1. **Advance Payment: 10% of the Contract Price** within 28 days of signing of the Contract. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment Security in the form of a bank guarantee for an amount equal to the amount of the payment, and that shall be valid until the Goods are delivered. The security shall be in the form as specified in Section 9 (Contract Forms) 2. **Upon approval of final design as per class rules: 5% (pro rata per vessel)** of the Contract Price upon agreement of the final design by proposed class member engineer. 3. **Upon completion of keel laying: 5% of the total Contract Price (pro rata per vessel)** paid, upon evidencing the completion of the hull structure of each vessel. 4. Upon completion of 50% hull structure: **20% of the Contract Price** (pro rata per vessel) paid, upon evidencing. 5. Upon completion of 100% hull structure: **10% of the Contract Price** (pro rata per vessel) paid, upon evidencing. 6. At engines arrival to yard: **5% of the Contract Price (pro rata per vessel)** paid, upon evidencing. 7. **After successful sea trial: 10% of the Contract Price** (pro rata per vessel) paid, upon evidencing. 8. **Upon Delivery**: **The Purchaser shall pay the Supplier 25 % of the Contract Price (pro rata per vessel)** paid, upon delivery and submission of the documents as specified in SCC 12.1 (Custom clearance notes, arrival notice) for each vessel, 9. Acceptance: **The Purchaser shall pay the Supplier 10% of the Contract Price (pro rata per vessel)** supported by the acceptance certificate issued by the Purchaser   For Goods and Related Services supplied from within the Purchaser’s country:   1. Advance Payment: 10% of the Contract Price within 28 days of signing of the Contract. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment Security in the form of a bank guarantee for an amount equal to the amount of the payment, and that shall be valid until the Goods are delivered. The security shall be in the form as specified in Section 9 (Contract Forms). 2. Upon approval of final design as per class rules: 5% (pro rata per vessel) of the Contract Price upon agreement of the final design by proposed class member engineer. 3. Upon completion of keel laying: 5% of the total Contract Price (pro rata per vessel) paid, upon evidencing the completion of the hull structure of each vessel. 4. Upon completion of 50% hull structure: 20% of the Contract Price (pro rata per vessel) paid, upon evidencing. 5. Upon completion of 100% hull structure: 10% of the Contract Price (pro rata per vessel) paid, upon evidencing. 6. At engines arrival to yard: 5% of the Contract Price (pro rata per vessel) paid, upon evidencing. 7. After successful sea trial: 10% of the Contract Price (pro rata per vessel) paid, upon evidencing. 8. (e) Upon Delivery The Purchaser shall pay the Supplier 25% of the Contract Price (pro rata er vessel) paid, upon delivery and submission of the documents as specified in SCC 12.1 (Custom clearance notes, arrival notice) for each vessel, 9. Acceptance: **The Purchaser shall pay the Supplier 10% of the Contract Price (pro rata per vessel)** supported by the acceptance certificate issued by the Purchaser |
| **GCC 16.4** | The currencies for payments shall be: **US Dollars (USD)** |
| **GCC 18.1** | The Supplier shall provide a **Performance Security of 10% percent of the Contract Price.** The Performance Security shall be denominated in the following amounts and currencies: single currency: US dollars (USD) |
| **GCC 18.3** | The forms of acceptable Performance Security are:  A bank guarantee issued by a reputable bank located in the Purchaser’s country or abroad, acceptable to the Purchaser, in the format included in Section 9 (Contract Forms), or a cashier’s or certified check  In case the institution issuing the security is located outside the country of the Purchaser, it shall have a correspondent financial institution located in the country of the Purchaser to make it enforceable. |
| **GCC 18.4** | Discharge of the Performance Security shall take place:  Pursuant to GCC Subclause 18.4, after delivery and acceptance of the Goods, the performance security shall be reduced to 5% percent of the Contract to cover the Supplier’s warranty obligations in accordance with GCC Clause 28.3. |
| **GCC 23.2** | The packing, marking, and documentation within and outside the packages shall be:  Mechanical part of the Vessel(s) not used for during 1st transport (Roll packer, crane, shall be packaged in a protective manner adequate for the shipping voyage and ongoing shipment top site |
| **GCC 24.1** | The insurance coverage shall be in accordance with:  Pursuant to GCC, Subclause 24.1, the Supplier must insure the Goods in an amount equal to 110% of the CIF, CIP or EXW price of the Goods from “Warehouse” to “Warehouse” on “All Risks” basis, including War Risks and Strikes. |
| **GCC 25.1** | Obligations for transportation of the Goods shall be in accordance with: Incoterms 2020 |
| **GCC 26.2** | Tests and Inspections specified in Section 6 (Schedule of Supply), shall be carried out at the following times or milestones, and places:  ***Goods: first unit vessel including all equipment***  Type of Test: Factory acceptance test, visual inspection, cold start of machinery and equipment, preliminary functional test/factory testing (as per section 6/annexe 1)  Time or Milestone: latest after 12 months after contract signing after written correspondence from the supplier  Place: at the Factory in the presence of the Purchaser or purchaser’s representative  ***Service: final commissioning and training sessio***n as per section 6  Type of Test: functionality tests and trainings on the job one-week, visual inspection  Time or Milestone: Latest one week after custom clearance by the purchaser  Place: Greater Male’ region (overseas)  Country: Republic of the Maldives |
| **GCC 27.1** | The applicable rate for liquidated damages for delay shall be: 0.5 % of contract price per week or part thereof |
| **GCC 27.1** | The maximum amount of liquidated damages shall be: 10% of the Contract Price |
| **GCC 28.3** | The period of validity of the Warranty shall be: 24 Months  The place of final destination shall be: Male’ |
| **GCC 28.5** | The Supplier shall correct any defects covered by the Warranty within 21 days of being notified by the Purchaser of the occurrence of such defects. |
| **GCC 30.1 (b)** | The amount of aggregate liability shall be: 100% of the contract price |

Section 9 - Contract Forms

**Table of Forms**

[Notification of Award](#noa)

[Contract Agreement](#CA)

[Performance Security](#PS)

[Advance Payment Security](#APS)

Notification of Award

*---- on letterhead of the purchaser ----*

**Letter of Acceptance**

*. . . . . . . date. . . . . . .*

To: . . . . . . . . . . *name and address of the supplier* . . . . . . . . . .

Subject: . . . . . . . . . . *Notification of Award Contract No*. . . . . . . . . .

This is to notify you that your Bid dated . . . . *date* . . . . for execution of the . . . . . . . . . *name of the contract and identification number, as given in the Bid Data Sheet* . . . . . . . . . . for the Accepted Contract Amount of the equivalent of . . . . . . . . *amount in words and figures and name of currency* . . . . . . . . , as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature: ………………………………………………………………………………………..

Name and Title of Signatory: ……………………………………………………………………………..

Name of Agency: ………………………………………………………………………………………….

Attachment: Contract Agreement

## Contract Agreement

THIS AGREEMENT made on the *[insert date]* day of *[insert month]*, *[insert year]*, between *[insert complete name of the Purchaser]* of *[insert complete address of the purchaser]* (hereinafter “the Purchaser”), of the one part, and *[insert complete name of the supplier]* of *[insert complete address of the supplier]* (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of the goods and related services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert currency or currencies and amount of contract price in words and figures]* (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) the Letter of Acceptance;

(b) the Price Bid Submission Sheet and the Price Schedules submitted by the Supplier;

(c) the Technical Bid Submission Sheet submitted by the Supplier;

(d) the Special Conditions of Contract;

(e) the List of Eligible Countries that was specified in Section 5 of the Bidding Document;

(f) the General Conditions of Contract;

(g) the Schedule of Supply; and

(h) any other documents shall be added here.**[[8]](#footnote-8)**

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[indicated name of country]* on the day, month and year indicated above.

Signed by *[insert authorized signature for the purchaser]* (for the Purchaser)

Signed by *[insert authorized signature for the supplier]* (for the Supplier)

Performance Security

*Bank’s name, and address of issuing branch or office* **[[9]](#footnote-9)**

**Beneficiary:** *insert name and address of the purchaser*

**Date: …………………………………….***insert date (as day, month, and year)* **……………………………………**

**Performance Guarantee No.:**

We have been informed that . . . . . *name of the supplier. . . . .* (hereinafter called “the Supplier”) has entered into Contract No. . . . . . *reference number of the contract. . . . .* dated . . . . . . . .with you, for the execution of . . . . . . *name of contract and brief description of goods and related services. . . . .* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we . . . . . *name of the bank. . . . .* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . . . . . *name of the currency and amount in words***[[10]](#footnote-10)***. . . . .* (. . . . . *amount in figures. . . . .* ) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the . . . . . day of . . . . . . . . . . , . . . . . ,**[[11]](#footnote-11)** and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 , except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.**[[12]](#footnote-12)**

*. . . . . . . . . . . . . . . . . . . . . . . . . . . .   
Signature(s) and seal of bank (where appropriate)*

-- Note to Bidder --

*If the institution issuing the performance security is located outside the country of the purchaser, it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable.*

Advance Payment Security

[insert complete name and number of contract]

To: [insert complete name of the purchaser]

In accordance with the payment provision included in the Contract, in relation to advance payments, [insert complete name of the supplier] (hereinafter called “the Supplier”) shall deposit with the Purchaser a security consisting of [indicate type of security], to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of [insert currency and amount of guarantee in words and figures].

We, the undersigned [insert complete name of the guarantor], legally domiciled in [insert full address of the guarantor] (hereinafter “the Guarantor”), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [insert currency and amount of guarantee in words and figures].

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until [insert date (as day, month, and year)].

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 [or ICC Publication No. 758 as applicable].

Name: [insert complete name of person signing the Security]

In the capacity of [insert legal capacity of person signing the Security]

Signed: [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the security for and on behalf of [insert seal (where appropriate) and complete name of the guarantor]

Date: [insert date of signing]

-- Note to Bidder --

*If the institution issuing the advance payment security is located outside the country of the purchaser, it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable.*

1. Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document). [↑](#footnote-ref-1)
2. Use one of the two options as appropriate. [↑](#footnote-ref-2)
3. If none has been paid or is to be paid, indicate “None.” [↑](#footnote-ref-3)
4. All italicized text is for use in preparing this form and shall be deleted from the final document. [↑](#footnote-ref-4)
5. Or 758 as applicable. [↑](#footnote-ref-5)
6. Liquid assets mean cash and cash equivalents, short-term financial instruments, short-term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables, and other assets that can be converted into cash within one (1) year. [↑](#footnote-ref-6)
7. Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document). [↑](#footnote-ref-7)
8. Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 15). [↑](#footnote-ref-8)
9. All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document. [↑](#footnote-ref-9)
10. The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the purchaser. [↑](#footnote-ref-10)
11. Insert the date 28 days after the expected completion date. The purchaser should note that in the event of an extension of the time for completion of the contract, the purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Purchaser’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” [↑](#footnote-ref-11)
12. Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable. [↑](#footnote-ref-12)