

Republic of Maldives

Greater Male Environmental Improvement and Waste Management Project

**Volume 1: Bidding Documents**

**1 Stage 1 Envelope**

**Procurement of Goods:**

**Three Outer Island Waste Collection Vessels**

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

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Invitation for Bids No.: **(IUL)13-K/13/2021/87**

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**G/04**

Purchaser: **Ministry of Environment**

Country: **Republic of Maldives**

**Table of Contents**

**PART I – Bidding Procedures**

[Section 1](#sect1). Instructions to Bidders 1-1

[Section 2.](#sect2) Bid Data Sheet 2-1

[Section 3.](#sect3) Evaluation and Qualification Criteria 3-1

[Section 4.](#ssect4)  Bidding Forms 4-1

[Section 5](#sect5). Eligible Countries 5-1

**PART II – Supply Requirements**

[Section 6](#sect6). Schedule of Supply 6-1

**PART III – Conditions of Contract and Contract Forms**

[Section 7](#sect7). General Conditions of Contract 7-1

[Section 8](#sect8). Special Conditions of Contract 8-1

[Section 9.](#sect9) Contract Forms 9-1

**Section 1 - Instructions to Bidders**

**Table of Clauses**

A. General 1-6

1. Scope of Bid 1-6

2. Source of Funds 1-6

3. Fraud and Corruption 1-6

4. Eligible Bidders 1-5

5. Eligible Goods and Related Services 1-9

B. Contents of Bidding Document 1-9

6. Sections of the Bidding Document 1-10

7. Clarification of Bidding Document 1-7

8. Amendment of Bidding Document 1-7

C. Preparation of Bids 1-11

9. Cost of Bidding 1-11

10. Language of Bid 1-11

11. Documents Comprising the Bid 1-11

12. Bid Submission Sheet and Price Schedules 1-8

13. Alternative Bids 1-8

14. Bid Prices and Discounts 1-12

15. Currencies of Bid 1-10

16. Documents Establishing the Eligibility of the Bidder 1-10

17. Documents Establishing the Eligibility of the Goods and Related Services 1-11

18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document 1-11

19. Documents Establishing the Qualifications of the Bidder 1-11

20. Period of Validity of Bids 1-12

21. Bid Security/Bid-Securing Declaration 1-12

22. Format and Signing of Bid 1-13

D. Submission and Opening of Bids 1-13

23. Sealing and Marking of Bids 1-13

24. Deadline for Submission of Bids 1-14

25. Late Bids 1-14

26. Withdrawal, Substitution, and Modification of Bids 1-14

27. Bid Opening 1-15

E. Evaluation and Comparison of Bids 1-16

28. Confidentiality 1-16

29. Clarification of Bids 1-16

30. Deviations, Reservations, and Omissions 1-16

31. Determination of Responsiveness 1-16

32. Nonmaterial Nonconformities 1-17

33. Correction of Arithmetical Errors 1-17

34. Conversion to Single Currency 1-18

35. Margin of Preference 1-18

36. Evaluation of Bids 1-18

37. Comparison of Bids 1-18

38. Postqualification of the Bidder 1-18

39. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids 1-19

F. Award of Contract 1-19

40. Award Criteria 1-19

41. Purchaser’s Right to Vary Quantities at Time of Award 1-19

42. Notification of Award 1-19

43. Signing of Contract 1-20

44. Performance Security 1-20

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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/13/2021/87** |
| **ITB 1.1** | The Purchaser is: **Ministry of Environment** |
| **ITB 1.1** | The name of the international competitive bidding (ICB) is.  **Procurement of Goods: Three Outer Island Waste Collection Vessels**  The identification numberof the ICB is: **TES/2020/G-003**  The number and identification of lots comprising this ICB is: **1 lot** |
| **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 | |  | 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. GST Registration Certificate (for Local bidders incorporated in Maldives and foreign bidders with GST Registration in Maldives) 4. The audited financial statements for the last 3 years   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 ***not*** be adjustable. |
| **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 **USD 55,000** |
| **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, Procurement of three (03) Outer Island waste Collection Transfer Vessel |
| **ITB 24.1** | For **bid submission purposes** only, the Purchaser’s address is:   |  |  | | --- | --- | | Attention: | Ms. Fathimath Rishfa Ahmed | |  | 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: **April 29, 2021**  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 **one (01)** 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 deadline of the submission of the bid. |
| **ITB 35.1** | A margin of preference shall not apply. |
| **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

**1. Technical Criteria 3-30**

**1.1 Technical Criteria 3-30**

**1.2 Margin of Preference 3-30**

**1.3 Economic Criteria 3-30**

1.3.1 Adjustment for Scope 3-30

1.3.1.1 Local Handling and Inland Transportation 3-30

1.3.1.2 Minor Omissions or Missing Items 3-30

1.3.2 Adjustment for Deviations from the Terms of Payment 3-30

1.3.3 Adjustment for Deviations in the Delivery and Completion Schedule 3-30

1.3.4 Operating and Maintenance Costs 3-31

1.3.5 Spare Parts 3-31

1.3.6 Performance and Productivity of the Goods 3-31

**1.4 Multiple Lots (Contracts) 3-31**

**2. Qualification Criteria 3-32**

**2.1 Eligibility 3-33**

**2.2 Experience and Technical Capacity 3-35**

2.2.1 Contractual Experience 3-35

2.2.2 Technical Experience 3-35

2.2.3 Production Capacity 3-36

**2.3 Financial Situation 3-37**

2.3.1 Historical Financial Performance 3-37

2.3.2 Size of Operation (Average Annual Turnover) 3-37

2.3.3 Cash Flow Capacity 3-38

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)

Not applicable

##### 2. Qualification Criteria

Bidders shall meet the qualification criteria set by the Purchaser on a pass-fail basis. Unless specifically indicated otherwise, it is the legal entity or entities comprising the Bidder and not the Bidder’s parent companies, subsidiaries, or affiliates that must satisfy these criteria.

**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.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Criteria | Compliance Requirements | | | | Documents |
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| All Partners Combined | Each  Partner | One Partner |
| All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50% percent of the Bidder’s net worth calculated as the difference between total assets and total liabilities. | must meet requirement by itself or as partner to past or existing Joint Venture | not applicable | must meet requirement by itself or as partner to past or existing Joint Venture | not applicable | Form LIT - 1 |

**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 within the last 3 years, of at least **2 contracts each valued at US$2,225,000** with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply). | must meet requirement | must meet requirement | not applicable | not applicable | Form EXP - 1 |

**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;     3. been in operation for a minimum of 3 years. | must meet requirement | must meet requirement | not applicable | not applicable | Form EXP - 2 |

**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 |

- Note -

**a** *Bidder or Manufacturer shall 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 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 **US$ 3,700,000** calculated as total payments received by the Bidder for contracts completed or under execution over the **last 3 years**. | 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 US$900,000.** | 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

Table of Forms

Bid Submission Sheet 4-40

\Price Schedule for Goods to Be Offered from Within the Purchaser's Country 4-42

Price Schedule for Goods to Be Offered from Outside the Purchaser's Country 4-43

Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country 4-44

Tables of Adjustment Data 4-45

Bid Security 4-46

Manufacturer’s Authorization 4-47

List of Authorized after sale and maintenance service 4-48

Bidder’s Qualification 4-49

Form ELI – 1: Bidder’s Information Sheet 4-50

Form ELI - 2: Joint Venture Information Sheet 4-51

Form EXP - 1: Contractual Experience 4-52

Form EXP - 2: Technical Experience 4-53

Form EXP - 3: Production Capacity 4-54

Form FIN - 1: Historical Financial Performance 4-55

Form FIN - 2: Size of Operation (Average Annual Turnover) 4-56

Form FIN - 3: Cash Flow Capacity 4-57

Bid Submission Sheet

- Note -

*The bidder must accomplish the Bid Submission Sheet on its letterhead clearly showing the bidder’s complete name and address.*

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 |

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

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 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 | Outer Island waste collection vessel as per section 6 |  |  | 03 units |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |
| **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 |

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 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 | Outer Island waste collection vessel as per section 6 |  | 03 units |  |  |
|  |  |  |  |  |
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|  |  |  |  |  |
| **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 \_\_\_

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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** | **Training and briefing** |  | **Lump sum** |  |  |  |  |
|  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |
|  |  |  |  | **Total Amount** | |  |  |

**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

*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: (*by purchaser*)  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: (*by purchaser*)  *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).*

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) |
| 2 | [Armenia](https://www.adb.org/armenia) |
| 3 | [Australia](https://www.adb.org/publications/australia-fact-sheet) |
| 4 | Austria |
| 5 | [Azerbaijan](https://www.adb.org/azerbaijan) |
| 6 | [Bangladesh](https://www.adb.org/bangladesh) |
| 7 | [Belgium](https://www.adb.org/publications/belgium-fact-sheet) |
| 8 | [Bhutan](https://www.adb.org/bhutan) |
| 9 | [Brunei Darussalam](https://www.adb.org/publications/brunei-fact-sheet) |
| 10 | [Cambodia](https://www.adb.org/cambodia) |
| 11 | [Canada](https://www.adb.org/publications/canada-fact-sheet) |
| 12 | [China, People's Republic of](https://www.adb.org/prc) |
| 13 | [Cook Islands](https://www.adb.org/cook-islands) |
| 14 | [Denmark](https://www.adb.org/publications/denmark-fact-sheet) |
| 15 | [Fiji](https://www.adb.org/fiji) |
| 16 | [Finland](https://www.adb.org/publications/finland-fact-sheet) |
| 17 | [France](https://www.adb.org/publications/france-fact-sheet) |
| 18 | [Georgia](https://www.adb.org/georgia) |
| 19 | [Germany](https://www.adb.org/publications/germany-fact-sheet) |
| 20 | [Hong Kong, China](https://www.adb.org/publications/hong-kong-china-fact-sheet) |
| 21 | [India](https://www.adb.org/india) |
| 22 | [Indonesia](https://www.adb.org/indonesia) |
| 23 | [Ireland](https://www.adb.org/publications/ireland-fact-sheet) |
| 24 | [Italy](https://www.adb.org/publications/italy-fact-sheet) |
| 25 | [Japan](https://www.adb.org/jro) |
| 26 | [Kazakhstan](https://www.adb.org/kazakhstan) |
| 27 | [Kiribati](https://www.adb.org/kiribati) |
| 28 | [Korea, Republic of](https://www.adb.org/publications/republic-korea-fact-sheet) |
| 29 | [Kyrgyz Republic](https://www.adb.org/kyrgyz-republic) |
| 30 | [Lao PDR](https://www.adb.org/lao-pdr) |
| 31 | [Luxembourg](https://www.adb.org/publications/luxembourg-fact-sheet) |
| 32 | [Malaysia](https://www.adb.org/malaysia) |
| 33 | [Maldives](https://www.adb.org/maldives) |
| 34 | [Marshall Islands](https://www.adb.org/marshall-islands) |
| 35 | [Micronesia, Federated States of](https://www.adb.org/micronesia) |
| 36 | [Mongolia](https://www.adb.org/mongolia) |
| 37 | [Myanmar](https://www.adb.org/myanmar) |
| 38 | [Nauru](https://www.adb.org/nauru) |
| 39 | [Nepal](https://www.adb.org/nepal) |
| 40 | Niue |
| 41 | [The Netherlands](https://www.adb.org/publications/netherlands-fact-sheet) |
| 42 | [New Zealand](https://www.adb.org/publications/new-zealand-fact-sheet) |
| 43 | [Norway](https://www.adb.org/publications/norway-fact-sheet) |
| 44 | [Pakistan](https://www.adb.org/pakistan) |
| 45 | [Palau](https://www.adb.org/palau) |
| 46 | [Papua New Guinea](https://www.adb.org/papua-new-guinea) |
| 47 | [Philippines](https://www.adb.org/philippines) |
| 48 | [Portugal](https://www.adb.org/publications/portugal-fact-sheet) |
| 49 | [Samoa](https://www.adb.org/samoa) |
| 50 | [Singapore](https://www.adb.org/publications/singapore-fact-sheet) |
| 51 | [Solomon Islands](https://www.adb.org/solomon-islands) |
| 52 | [Spain](https://www.adb.org/publications/spain-fact-sheet) |
| 53 | [Sri Lanka](https://www.adb.org/sri-lanka) |
| 54 | [Sweden](https://www.adb.org/publications/sweden-fact-sheet) |
| 55 | [Switzerland](https://www.adb.org/publications/switzerland-fact-sheet) |
| 56 | [Taipei,China](https://www.adb.org/publications/taipei-china-fact-sheet) |
| 57 | [Tajikistan](https://www.adb.org/tajikistan) |
| 58 | [Thailand](https://www.adb.org/thailand) |
| 59 | [Timor-Leste](https://www.adb.org/timor-leste) |
| 60 | [Tonga](https://www.adb.org/tonga) |
| 61 | [Turkey](https://www.adb.org/publications/turkey-fact-sheet) |
| 62 | [Turkmenistan](https://www.adb.org/turkmenistan) |
| 63 | [Tuvalu](https://www.adb.org/tuvalu) |
| 64 | [United Kingdom](https://www.adb.org/publications/united-kingdom-fact-sheet) |
| 65 | [United States](https://www.adb.org/publications/united-states-fact-sheet) |
| 66 | [Uzbekistan](https://www.adb.org/uzbekistan) |
| 67 | [Vanuatu](https://www.adb.org/vanuatu) |
| 68 | [Viet Nam](https://www.adb.org/viet-nam) |

Section 6 - Schedule of Supply

**Contents**

1. List of Goods and Related Services 6-61

2. Delivery and Completion Schedule 6-62

3. Technical Specifications 6-63

4. Drawings 6-97

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 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 and additional fixed and mobile equipment (see 1.2) according the following technical specifications | unit | 03 | |
| 1.2 | Additional fixed and mobile equipment for each vessel | Procurement and eventually fixing (depending on the type of equipment) of additional equipment for each of the waste collection vessel according the following technical specifications and detailed description consisting of the following items:  2 fixed waste roll packers  4 steel containers 25 m³ with tarpaulin  1 fixed vessel crane  1 mobile bin tipper  Small equipment for operation support and maintenance | Lump sum as part of 1.1 unit price | 1 | |
| 1.3 | Wear parts | Set of wear and spare parts for 2 years | Lump sum as part of 1.1 unit price | 1 | |
| 2 | Related services | Training session | Lump sum | 1 | |

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 |
| **1** | **Outer Island waste collection vessels** | **18 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.

1. Technical Specifications

**SECTION 1 GENERAL, SCOPE, STANDARDS OPERATIONAL ENVIRONMENT**

* 1. **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. All dimensions, weights, size, capacities and the like of the equipment to be supplied shall not be outside the tolerances given below. If, according to the Supplier’s view, tolerances cannot be met, the Supplier shall explain and justify any deviation in detail incl. supporting documents such as, but not limited to, calculation sheets, load data, drawings etc. The Purchaser reserves the right to reject the Goods, if such deviations shall be found critical to the use and operation of the products.

* 1. **Scope**

The rules in this chapter give requirements specific to cargo craft that are to be arranged for carriage of one or more of the following types of cargo:

* Containers
* pallets stowed in racks/bales of recyclables (Plastics, Paper & Cardboard)
* trucks or trailers.

The scope of the Supplier shall encompass the design, manufacturing/construction and the supply of the waste collection vessel as per the List of Goods (item 1.1) including the additional equipment as per item 1.2.

Based on these Technical Specifications, the Supplier shall elaborate the detailed technical solution for the Goods and shall submit the design reports incl. drawings and supporting documentation for approval through the Purchaser.

* 1. **Standards and applicable shipbuilding regulations**

The Supplier shall meet all relevant regulations of the Maldives Transport Authority and shall design and manufacture/construct the vessels and goods complying with the

* ABS Rules For Building and Classing
* International Code of Safety for High-Speed Craft, 2000 (2000 HSC Code)) or national safety certificates.
* ICLL (International convention on load lines)
* SOLAS (international Convention for the safety of life at sea) regulations
* LSA (International life saving Appliances) code
* IMO (international maritime organisation) regulations
  1. **Tolerances**

Tolerances for the various specification requirements are:

1. ± 5% for performance data
2. ± 2% for dimensional data
3. ± 0,5% for all wear prone components, structural and volume related data.

* 1. **General information: operational environment of the vessel**

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.

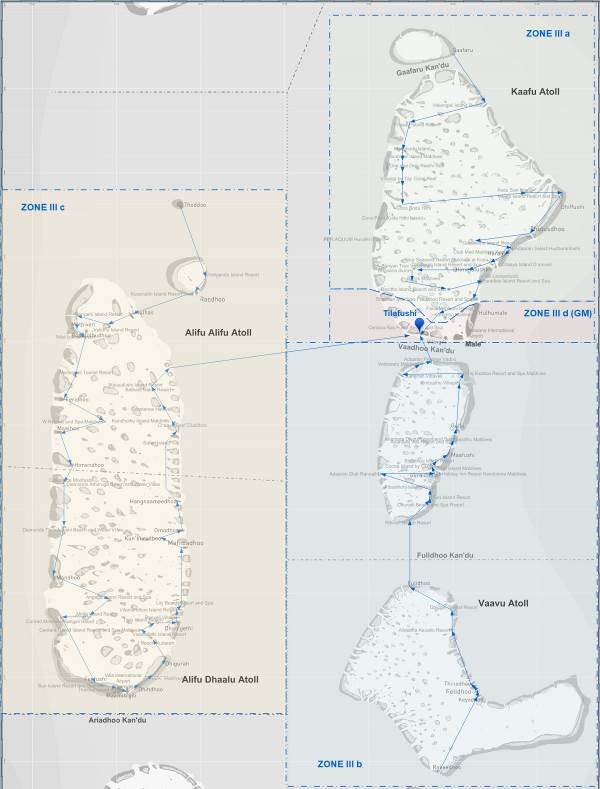


Figure 1: Project zone

The collection of the different waste fraction needs to be done through exchangeable standard containers of 25 m³ which shall be provided within this procurement package as per ‘1. List of Goods and Related Services’.

Depending on the facilities and the setting at the various islands and resorts 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.

* Residual waste fraction: regular schedule of the vessel
* Baled recyclables (plastics, metal etc.): when the capacities at the island waste management centre (ISWMC) are reached
* Bulky waste (other waste stream): on demand

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.

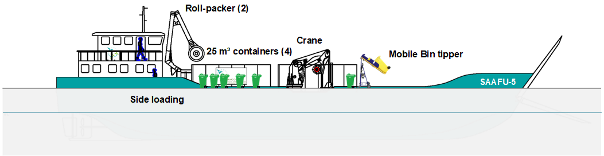


Figure 2: Side loading at Outer Island harbour (regular case)

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.

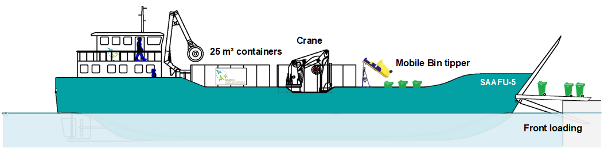


Figure 3: Front loading at Outer Island harbour (particular case: i.e Keyodhoo/Vavuu Atoll)

The waste transfer and transport of resort waste can be made upon various options: Some resorts have a sufficient docking facility and are willing to accept the waste collection vessel at their harbour in order to collect the waste. The collection can be arranged by side loading of the different waste fractions with the support of the bin tipper, the crane or simply by lifting and shovelling the waste into the containers.

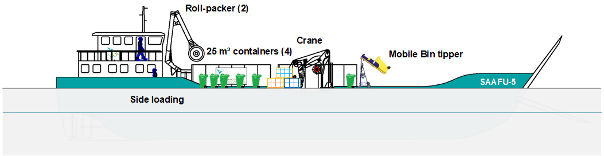


Figure 4: Side loading at resort docking facility

For resorts that don’t have a suitable docking facility or that don’t want to have the waste vessel docking at their facility (mostly luxury 5-star resorts for image purpose), there is a possibility to organise an on-sea loading. Condition: the resort bring their waste in receptacles and bales (not loose).

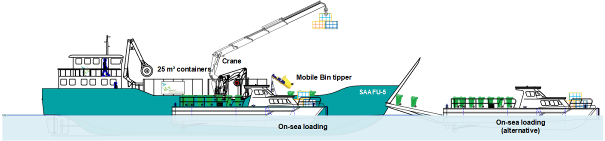


Figure 5: On-sea loading for resorts

Condition at Thilafushi: waste will be accepted in conditioned form (bales, big bags, bins, receptacles).

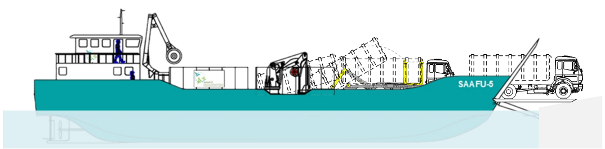


Figure 6: Vessel unloading at Thilafushi

To facilitate the transfer of waste from bigger islands, skip loaders will be used that shall be transported with the vessel. Axle loads are similar to those of the hook lift trucks that will be picking up the hook lift containers at Thilafushi.

* 1. **Application/Use**

The craft shall not be arranged for carriage of liquid cargo in tanks, cargo in bulk or dangerous cargo. Packaged hazardous goods may be transported despite their classification as hazardous substances pursuant to maritime codes (Example, engine/hydraulic oils, grease etc).

* 1. **Documentation**

Documentation shall be submitted as required by Table 1.

Table 1: Documentation requirements

| Object | Documentation type | Additional description |
| --- | --- | --- |
| Technical manual |  | main particulars of the craft  description of the craft and its equipment as per the List of Goods (see above)  maximum number of persons onboard  maximum store capacity  cargo loading and lashing plan (see cargo securing  main drawings for the craft  list of openings and doors to be kept closed at sea  design speed versus wave height (sea state) and acceleration limits  operating range as function of service speed  description of the operation of systems (machinery, auxiliary, remote control, alarm, warning, electrical, fire protection, radio and communication, navigation)  lifesaving appliances and their use. |
| Ship hull structure | Loading manual  Design load plan |  |
| Damage stability | Internal watertight integrity plan  Preliminary damage stability calculation  Final damage stability calculation |  |
| Front ramp | Design load plan | Including:  the most unfavorable combination of vehicles which may be situated on the ramp  maximum lifting force and hinge forces, including force direction. |
| Arrangement plan | Including:  hoisting and securing arrangement in working and stowed position  tightening arrangement if relevant  plans and supplementary documentation for the hoisting and mechanical gear arrangement. |
| Test procedure for quay and sea trial |  |
| Control diagram |  |
| Detailed drawing | Braking systems |
| Cargo securing arrangements | Arrangement plan |  |
| Cargo securing manual |  |
| Structural drawing | Drawings of supporting structures including:  cell guide structures and adjoining hull structures  stow rack structures with their supporting hull structures  container sockets and other supports with necessary local strengthening of the hull structures.  the load data on which the design of supporting structures and securing arrangements is based. |
| Container securing arrangement plan |  |
|  | Structural drawing | Including:  adjoining hull structures  container sockets and other supports with necessary local strengthening’s of the hull structures  information on the load data on which the design of supporting structures and securing arrangements shall be based. |
|  | Calculation report | Calculations of maximum forces and stresses in container supports, and adjoining hull structures (e.g. hatch covers and supporting coamings and girders), lashings and containers etc. |
| Operation manual |  | The operation manual shall normally at least contain the following information related to the use of the craft for crew transportation:  procedures for checking the integrity of buoyancy compartments  damage control procedures  operational speed limitations (speed and wave height limitations)  emergency stations and procedures for evacuation  procedures related to safety at high speeds  instructions to order the crew seated  use of safety belts  use of light in crew accommodation during night operations  restrictions to number of crew in wheelhouse underway  transfer operations in open sea  recovery operations for man overboard  sea state limitation for beaching. |

The Purchaser and the Supplier shall agree on the design documentation to be submitted prior to commencing the manufacturing of the Goods.

* 1. **Certification requirements**

Required certificates are listed in Table 2.

Table 2: Certification requirements

| Object | Certificate type | Additional description |
| --- | --- | --- |
| Structural members and fittings | Product certificate | Structural members and fittings that are to be welded into the hull structure.  Lashing and supporting devices not intended for welding into the hull structure may be delivered with a works certificate from the material manufacturer. |
| Fittings, lashing and supporting devise | Product certificate | Alternatively, supplier’s type approval certificate (TA) |

**SECTION 2 ARRANGEMENT**

* 1. **Cargo compartments**

Cargo compartments shall be located above the freeboard deck. The reserve buoyancy below the freeboard deck shall be void or utilized only for propulsion machinery and fuel tank installations. Crew compartments may be arranged below the freeboard deck if the arrangement does not reduce the reserve buoyancy of the craft.

Systems and components essential for normal and emergency operation of the craft shall be accessible when the craft is in the fully loaded condition.

* 1. **Front ramp**

*General*

Front ramp shall be fitted to ensure tightness and structural integrity commensurate with their location and surrounding structure.

Special consideration shall be given to prevent the spread of any leakage water over the deck. A low coaming or a recess in the deck and the provision of scuppers is considered appropriate.

*Structural arrangement*

Ramp openings in the shell shall have well rounded corners and adequate compensation shall be arranged with web frames at sides and stringers or equivalent above and below.

The ramp shall be adequately stiffened and means shall be provided to prevent movement of the ramp when closed. Adequate strength shall be provided in the connections of the lifting and manoeuvring arms and hinges to the ramp structures and to the ship structure.

Ramp with opening area A > 12 m² shall be such that the sea pressure is transferred directly to the hull coamings.

For Ramp with opening area A < 12 m² securing bolts or similar devices may be accepted as carriers of sea pressure to the coamings if an arrangement as required below is not feasible.

*Closing and securing of ramp*

Ramp shall be fitted with adequate means of closing and securing, commensurate with the strength of the surrounding structure.

The closing and or supporting devices shall be fitted not more than 2.5 m apart and as close to corners as possible. However, many small devices should be avoided.

The total external or internal force may normally be considered as equally distributed between the devices.

Closing devices shall be simple to operate and easily accessible. Where hinges are used as closing devices they shall be well integrated into the door structure.

The operating panel for remote controlled ramps shall be inaccessible to unauthorized persons. A notice plate giving instructions to the effect that all closing devices shall be locked before leaving harbour shall be placed at the operating panel and shall be supplemented by warning indicator lights.

Where hydraulic cleating is applied, the system shall be mechanically lockable in the closed position. This means that, in the event of failure of the hydraulic system, the cleating will remain locked.

Devices shall be arranged for the ports to be secured in open position.

**SECTION 3 STRUCTURES, EQUIPMENT**

* 1. **Structural standard**

The Craft shall have a structural strength standard in accordance with the requirements of the main class.

Cargo decks shall be marked with signboards stating the maximum load in tonnes per square metre.

The design acceleration level of the craft shall be given in the operational manual of the craft and shall be at least 1 g in LCG (**LCG** = longitudinal centre of gravity).

The structural strength of the craft shall be based on the specified maximum cargo load plus the standard deck loading accelerated with the design acceleration of the craft at each longitudinal position as given by the rules. Other acceleration distribution may be used if it is documented by verified analysis that the acceleration level differs from the rules taking the maximum loadings into consideration.

* 1. **Local strengthening**

Areas exposed to impact loads from cargo handling equipment shall be locally strengthened or protected (e.g. fender arrangements).

Craft with notation shall have bulwarks at the sides with scantling as for sides.

Openings in craft side for cargo handling shall be locally reinforced.

The main structure in way of areas exposed to impact from the connected harbour arrangements shall be satisfactory strengthened.

* 1. **Support of cargo handling equipment**

Masts and posts shall be efficiently supported and connected to at least two decks or to one deck and a mast house top above. If the latter arrangement is adopted, the mast house top shall be of sufficient size and adequately stiffened. A winch house of usual size and scantlings is not considered to meet the requirements.

At fastenings for standing rigging and for guys and topping lifts, the deck shall be securely stiffened and reinforced for the additional loading.

The support of other lifting arrangement will be specially considered.

* 1. **Design accelerations**

Design accelerations shall be determined as for main class based on the operational envelope as defined by the designer.

* 1. **Design loads**

Hydrodynamic loads shall be calculated as for main class. Sea loads on front ramp structure shall be specially considered.

* 1. **Structural strength**

For all foundations of heavy equipment, weight and moments on the supporting structure shall be specified in the documentation for the foundation. All foundations shall be designed with smooth transitions and proper alignment with the hull structure elements.

* 1. **Deck structure**

Wheel loads

The deck structure shall be dimensioned for the following wheel load case:

* 3 axe Roll on/Roll-off container hook lift truck, capacity of 17 t, wheel load : 50 KN
  1. **Track loads**

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.

* 1. **Requirements for stability**

*General*

The requirements of this subsection and of 2000 HSC Code 2.6 (including Annex 7 and 8, as applicable) and 2000 HSC Code 2.15 shall be complied with in addition to the stability requirements for the assignment of the main class.

Position of heavy load items such as trucks, tanks etc. shall be specified. If not, it must be assumed that the load can be positioned anywhere on the deck, and the most unfavorable positions shall be used for the stability calculations.

*Drainage capacity on exposed deck for open landing crafts*

The freeing port area shall be in accordance with ICLL regulation 24

*Accumulated water on deck of closed landing craft*

For closed crafts arranged with a single bow ramp the consequence of water entering the craft shall be investigated by assuming an amount of water corresponding to the level of 0.5 m above the deck.

In this condition, the craft shall have a GM of not less than 0.05 m and the GZ curve shall have a range ofat least 10 degrees in combination with a minimum height of 0.05 m. A permeability of 0.95 shall be used in the calculation. In cases where this value is unrealistic due to cargo on deck, a calculated value may be used. Sill heights and hatch coamings to spaces leading below shall be minimum 600 mm.

The effect of alternative arrangements, such as installation of high-efficiency drainage system may be considered in each separate case.

*Minimum reserve buoyancy*

Minimum reserve buoyancy for closed landing craft shall be 100%. The reserve buoyancy shall only include volumes up to the cargo deck and buoyant volumes separated from the exposed deck by watertight subdivision.

*External watertight integrity*

All external openings submerged in the equilibrium position at intermediate or final stages after damage, based on assumptions, shall be fitted with watertight closing appliances and comply with Internal watertight integrity.

All external openings submerged within the minimum residual range beyond the maximum equilibrium position after damage shall be at least of weathertight standard.

*Internal watertight integrity*

Pipes, ducts etc. are, to the extent possible, to be positioned outside the damage penetration zone. Small pipes through which progressive flooding may not occur may be located within the damage penetration zone.

*Surveys*

An internal watertight integrity survey shall be carried out with the following scope:

* the internal watertight integrity plan shall be verified as internal watertight subdivision, position and type of internal closing appliances as well as any applicable alarms, indicators, remote controls and signboards of these.
* any pipes, ducts, and tunnels in the damage penetration zone, shall be verified as being in accordance with the plan.

*Inclining*

The requirements of 2000 HSC Code 2.16 applies.

*Damage stability*

Extent of bottom damage

The vessel is assumed to be subjected to a bottom damage any-where in the bottom area forward of 0.5 L of the vessel:

|  |  |
| --- | --- |
| Length | 2 + 0.03 L m |
| Transverse extent | 2 m |
| Penetration | 0.5 m |

Extent of side damage

The side damage is assumed to occur between watertight bulkheads, i.e. single compartments damage. Where bulkheads are spaced closer than 2 + 0.03L m, one of the bulkheads should be considered as non- existent.

|  |  |
| --- | --- |
| Inboard penetration | B/5 |
| Vertical extent of damage | From the baseline and upwards without limits |

*Survival criteria*

The final waterline shall be below any opening through which progressive flooding can occur. Such openings include weathertight doors, air pipes and ventilators with weathertight closing, but may exclude watertight doors kept closed at sea and bolted manhole covers.

The maximum angle of heel after damage shall not exceed 15 degrees.

The range of the GZ-curve shall be at least 10 degrees in combination with a minimum height of 0.05 m.

* 1. **Special considerations for Land platform dock (LPD) operations**

Landing craft intended for open sea operations with a Landing Platform Dock (LPD) or similar, shall have fendering systems.

Longitudinal fenders are normally to be fitted on the ship's side. The fenders shall extend along the full length of the craft.

Corner areas and other natural contact points for open sea docking operations shall be protected by fenders.

If the landing craft is dedicated for one specific LPD, the height and positioning of the fenders shall be adapted to the geometry of the dock.

Fender lists are normally to be supported by underlying stiffeners or similar structure. If the

fenders are supported by the ordinary longitudinal stiffeners, the section modulus and shear area of these longitudinals shall be increased by a factor of 1.5.

* 1. **Dry docking**

Landing craft intended for open sea drydocking shall have a flat footprint with sufficient area for stability and low nominal contact pressure.

The footprint shall be free from protruding elements.

Propellers, rudders and stabiliser fins shall be protected either by a recessed position or fendering.

If the craft is docked directly on the hull bottom, the bottom plating thickness in way of the footprint shall be increased by a factor of 1.3. The plate stiffener’s modulus and shear area in way of the footprint shall be increased by a factor of 1.3.

If dedicated bottom docking elements such as skids, strakes etc. are used, the plating and stiffeners need not be increased. In this case the support structure such as frames and longitudinal shall be specially considered.

Proper securing arrangement shall be provided to hold the craft in position in the dock. This may be in the form of lashing gears or mooring bollards. For a monohull LDP, the total lashing force shall be taken as 25% of the landing craft’s weight, unless more specific data for the LPD is known.

**SECTION 4 MACHINERY AND SYSTEM**

* 1. **Requirements for machinery**

*Essential machinery and control*

Cargo craft should be capable of maintaining the essential machinery and control in the event of a fire or other casualties in any one compartment onboard. The craft need not be able to return to a place of refuge under its own power.

*Bilge pumping systems*

At least two power pumps connected to the main bilge system should be provided, one of which may be driven by the propulsion machinery. If the administration is satisfied that the safety of the craft is not impaired, bilge pumping arrangements may be dispensed with in particular compartments. Alternatively, the arrangement may be in accordance with the requirements of 2000 HSC Code 10.3.14.

* 1. **Electrical installations**

*Emergency and transitional source of electrical power*

Cargo craft shall be provided with a self-contained emergency source of electrical power and a transitional source of electrical power

The emergency source of electrical power shall have sufficient energy to supply the required consumers for at least 6 hrs.

* 1. **Fire safety**

*Means of escape*

All spaces or combination of spaces exceeding 25 m² shall be provided with at least two independent escape routes.

The primary escape way shall be provided by corridors, stairways and other spaces independent of the space considered, all with a minimum free opening of 700 mm in all directions. The secondary means of escape can be provided by a permanent ladder and hatch arrangement with a free opening of minimum 500 mm in all directions. Doors and hatches not capable of being unlocked from both sides shall not be regarded as an escape way.

Main propulsion machinery spaces shall be provided with two means of escape leading to a position outside the spaces from which a safe route to the evacuation stations is available. Main propulsion machinery spaces having a length of less than 5 m and not being routinely entered or continuously manned, may be provided with a single means of escape.

*Classification of space, use and structural fire protection*

Machinery spaces of major fire hazard shall be protected to 30 minutes structural fire protection time if aluminium or FRP (Fibre Reinforced Plastic) are used. If steel is used, then A0 may be accepted.

No structural fire protection requirements are applicable to other areas than mentioned above.

*Ventilation*

No remote or automatic operation of closure of main inlets and outlets, ventilation fans or fire and smoke dampers are required.

Closed cargo spaces shall be treated as areas of major fire hazard. No requirements for ventilation apply to open cargo spaces.

*Fire detection systems*

An approved automatic fire detection and alarm system shall be installed in all enclosed spaces, except void spaces, including closed cargo spaces and those areas of open cargo spaces not completely open from above, to indicate, at the craft's control station, the location of outbreak of a fire. In the event that the control station is unmanned, an audible alarm shall be automatically sounded throughout the crew compartments.

Areas of no fire risk and limited areas of minor fire risk such as void spaces and bathrooms of limited area within cabins need not to be provided with fire detectors. Rooms with floor area below 4 m² and ceiling area below 6 m² are in this context considered to be rooms of limited area.

The vessels need **not** to be fitted with TV cameras in the main propulsion machinery room.

*Fire extinguishing system*

Machinery spaces of major fire hazard shall be protected by a fixed fire extinguishing system.

Closed cargo spaces and those areas of open cargo spaces not completely open from above, shall be protected by an approved fixed pressure water-spraying system for manual operation. Other equivalent systems may be accepted.

Cargo space: one portable foam applicator unit consisting of an air-foam nozzle of an inductor type capable of being connected to the fire main by a fire hose, together with a portable tank containing 20 l of foam- making liquid and one spare tank. The nozzle shall be capable of producing effective foam suitable for extinguishing an oil fire of at least 1.5 m3/minute. At least two portable foam applicator units shall be available in the craft for use in such space.

Portable extinguishers shall be provided at each deck level in each compartment spaced not more than 20 m apart on each side of the craft. Fire extinguishers in special-category spaces should be suitable for A and B class fires. The extinguishers should have a capacity of 12 kg dry powder or equivalent.

*Fire pumps and fire main*

If installed in an area protected by a fixed fire extinguishing system, only one fire pump of minimum capacity 25m³/h is required.

*Miscellaneous*

A duplicate set of the Fire Control Plan is not required to be stored outside the deckhouse.

Fire doors need not be remotely operated or self-closing. A fire door bounding area of major fire hazard shall normally be shut and clearly marked showing that it shall be kept shut when the engines are running. Alternatively it shall be fitted with an indicator giving warning to the control station.

*Safe evacuation*

Unless the lifesaving equipment is accepted by the national authority or the naval authority, in the case of naval vessels, the requirements specified in this sub-section apply as class requirements.

Lifesaving equipment covered by this sub-section shall be approved by the Society or a national authority in accordance with SOLAS Ch.III, LSA code and IMO Res. MSC.81 (70) or equivalent naval and national standard.

Emergency radio equipment covered by this sub-section shall be approved a national authority in accordance with IMO Res. A.802(19) or A.809(19) or equivalent naval and national standard.

Landing craft are assumed to be relatively small and manoeuvrable, and do not need to carry a separate rescue boat.

*Safety equipment*

The craft shall be fitted with the following safety equipment:

* 1 line-throwing appliance with 4 rockets and lines shall be provided.
* One lifebuoy shall be provided on the open deck and in connection with every normal exit, subject to a minimum of two (2) being installed. Of those 50% shall be fitted with a buoyant line of at least 30 m length and 50% with a self-igniting light. Of the latter, one shall be located in immediate proximity of the bridge and fitted with a self-activating smoke signal.
* One radar transponder shall be provided.
* 2 two-way VHF radio telephone apparatus shall be provided.
* 1 daylight signalling lamp shall be provided, not dependent on the main source of electrical power.

*Personal lifesaving equipment*

The following personal lifesaving equipment shall be provided:

* a lifejacket with a light and whistle for every person onboard
* an immersion suit or anti exposure suit for all crew members.

*Survival craft*

Minimum one canopied liferaft shall be provided for accommodating all crew members.

Liferaft shall be stowed with a float-free arrangement so that it floats free and inflates automatically if the craft sinks.

*Operational readiness, maintenance and inspection*

Operational readiness, maintenance and inspection of safety equipment shall be in compliance with SOLAS Ch.III or the HSC Code.

*Alarm system*

A general emergency alarm system shall be provided.

*Instructions and muster lists*

Clear instructions to be followed in the event of an emergency shall be provided for every person onboard.

Muster list shall be exhibited in conspicuous places onboard.

Illustrations and instructions for staff about assembly stations, essential actions in an emergency and donning of lifejackets shall be available.

Operational readiness, maintenance and inspections shall be in compliance with SOLAS and the HSC Code.

**SECTION 5 CONTAINER CARRIERS**

* 1. **General**

The requirements in this Section apply to craft intended for carriage of standard hook lift containers and general cargo at predetermined positions on board, on weather deck.

Craft shall not carry containers in more than two levels.

* 1. **Scope**

The following matters are covered by the specification:

* arrangements for stowing and securing of containers on weather deck
* design, construction and installation of permanent supporting fittings and structures for the containers
* design and construction of lashings and other removable equipment for securing of containers. For equipment produced in series the suppliers type approval scheme may be applied
* instructions for stowing and securing of the containers.
  1. **Marking of lashing and securing equipment**

*Prototype testing*

Prototype testing of each item shall be performed on at least 2 samples. Test loads shall be applied in a test rig simulating the actual service conditions. All test samples shall withstand at least the specified minimum breaking strength. A test result report shall be issued, endorsed by the surveyor.

*Production testing*

Production testing shall be carried out as follows:

For items produced in large quantities, at least 0.5% of all items to be proof tested. For items with welded parts subject to large tensional loads at least 2% of all items shall be proof tested. For lashing chain cables, each length shall be subjected to the proof load. Test load to be applied is normally to be taken as 1.1 times the working load.

On completion of the proof test, each item shall be examined and shall be free of any significant defects. For highly loaded parts such as lashing bars, turnbuckles and heavy shoring devices breaking load tests are in addition to be performed on at least 0.5% of all items.

For chain cables additional breaking load tests shall be performed as follows:

A breaking test specimen consists of at least 3 links connected together, and they shall be manufactured at the same time and in the same way as well as with the same heat treatment as the chain cable. One breaking test shall be made for every 1000 m of chain cable or fraction thereof, produced in continuous length from the same steel cast.

The breaking test is considered passed if no sign of fracture has occurred after application of the desired load.

* 1. **Arrangements for stowing and lashing of containers**

*General*

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 seatings*

Containers on linear seatings shall be secured vertically and horizontally by special lashings.

* 1. **Design loads**

Securing arrangements for containers shall be based on analysis of support and lashing forces for the most severe realistic static load conditions in combination with extreme dynamic loads.

* 1. **Static loads**

The static conditions which give the largest support forces, lashing forces and the largest internal forces in the container structure shall be considered.

Maximum mass of containers in any given location shall be taken as 15 tonnes.

* 1. **Dynamic loads**

Acceleration loads shall be taken in accordance with the combined vertical, transverse and longitudinal design accelerations for the craft.

For containers in positions which may be exposed to wind, the acceleration loads shall be combined with wind forces.

* 1. **Strength analysis**

*Rigid containment arrangements*

Cellular containment structures and containment arrangements with numerous sideway supports may normally be considered as rigid containment arrangements.

Normally, the racking stiffnesses of the containers may be disregarded in the analysis of the overall response of the containment structure. Deflections in the supporting structure shall be considered.

The analysis shall determine:

* nominal stresses in the containment structure
* vertical and horizontal support forces
* relevant internal forces in containers.

*Non-rigid containment arrangements*

Securing arrangements including lashings and other flexible securing members or a small number of rigid horizontal supports may normally be considered as non-rigid containment arrangements.

The analysis shall take duly account of the flexibilities of containers and of the securing members as well as possible deflections in the supporting structure.

Possible effects of clearances between containers and supports shall be taken into account.

The analysis shall determine:

* vertical and horizontal support forces
* forces in lashings and other securing members
* internal forces in containers.
  1. **Signboards**

As far as found suitable for the vessel in question, stowage and securing plans showing typical arrangements and giving further reference to the “stowage and securing manual” shall be posted at suitable locations in each cargo space and in deck office.

**SECTION 6 GOODS TO BE PROCURED (DETAILED TECHNICAL SPECIFICATIONS**

**1.1 Waste collection vessels**

Design, construction and supply of brand new, waste collection transfer vessels (in total 3 units), landing craft type with the following technical specifications and technical drawings (see chapter drawings):

| **Description** | | **Requirement** | | **Detail / comment** |
| --- | --- | --- | --- | --- |
| Landing craft type | | Dimensions see drawings | |  |
| Length (LOA) | | 39 m | |  |
| Length (LWL) | | 35 m | |  |
| Beam | | 11 m | |  |
| Draft | | 2 m | |  |
| Displacement (DWL) | | 645 T | |  |
| Deadweight tonnage (DWT) | | 120 (minimum) | |  |
| Service speed | | 9 knots (minimum) | |  |
| Fuel capacity | | 20,000 Ltr | | Tanks with electronic sounding with gauge and deck filling |
| Fresh water Capacity | | 8,000 Ltr | | Tanks with electronic sounding with gauge and deck filling |
| Main Engine | | 550 HP x 2  IMO Tier 2 | | 6HYM-WET - Yanmar Marine or similar |
| Max fuel consumption at max. speed | | 100 l/h | |  |
| Propeller x 2 | | D-1300 mm | | Bronze |
| Shaft diameter | | 145 mm | | To be aligned properly -reduce vibration |
| Auxiliary Power 1 | | 50 kW single phase Gen Set | | For day use and normal operation/sound proofed |
|  | | 100 - 120 kW 3 Phase Gen set | | During crane and roller pack operation/sound proofed |
| Crane | | HS Marine boom crane | | Crane capacity : 15 ton at a boom outreach of 7 m and (as per load chart below)  AKC 145 HE2 -60 kW (440 V) or similar  See detailed technical specifications below |
| Construction | | | | |
| Construction of the vessel should be as ABS rules for building and classing | | | | |
| Keel plate thickness | | 20 mm | |  |
| Main deck plate thickness | | 22 mm | |  |
| Side shell plate | | 15 mm | |  |
| Other decks | | 15 mm | |  |
| Frame spacing | | 1000 mm | |  |
| Deck strength | | Not less than 8 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 | | Thickness not to be less than 7 mm |  |
| Deck equipment | | | | |
| Bollards | | Adequate number of bollards at bow aft and forecastle | | As per drawings |
| Winch | | 2 x 8 ton winch | |  |
| Anchor | | 2 x 6,5 ton drag anchor | |  |
| Anchor Chain | | 2 x Dia: 26 mm, length 35 m | |  |
| Deck hatches | | All main deck hatch opening should be watertight | |  |
| Pumps | | | | |
| Bilge pumps | | 8 (3500 GPH/24 V w auto switch) | | include spring hose & bronze through hull |
| Fresh water service pump | | 1 (Min 2000 GPH - max 4000 GPH/24) | |  |
| Bilge alarm system | | 2 | | Engine room and cargo hold |
| Saltwater service pump | | 1 (Min 2500 GPH - Max 4000 GPH@2bar) | |  |
| Macerator/Discharge pump | | 1 | | Heavy duty self-priming macerator |
| Fire pump | | 1 (Min 6000GPH@9bar) | | Location: Engine room |
| Sea chest | | 1 | | Location: cargo hold with emergency shut off valves |
| Sprinkler system | | Connected to main deck and wheel house | |  |
| Fire hoses | | 2 at least one at half of the vessel length. | |  |
| 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 | |  | |  |
| Crane control | |  | | as per manufacture requirements |
| Roll - packer control | |  | | as per manufacture requirements |
| Rudder system | | Steel rudder with zinc anode | |  |
| Windscreen wipers | |  | | Wheelhouse |
| Smoke detectors | | 8 | | Location: Engine room, living area, galley and wheelhouse |
| Electrical | | | | |
| Battery charger | |  | | Vitron Multi plus can act as inverter and charger |
| Inverter | |  | |
| Battery pack | | 200 Amp 24 V x 4 | | Maintenance free acid battery |
| Ventilation (exhaust fan) | | Engine and machinery room | | Air inlet and outlet |
|  | | Toilet | | Air outlet |
|  | | Kitchen | | 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 fire proof and color 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 | | | Hydraullic cylinders |  |
| Cargo hatch | | | watertight hatch openings |  |
| 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 accesible |
| Life jacket | | | 10 |  |
| Life ring | | | 2 |  |
| Liferaft | | | 1 |  |
| Emergency Position Indicating Radio Beacon | | | 1 |  |
| Emergency water pump | | | 2 (4000 GPH) |  |

**1.2 Fixed and mobile equipment for each waste collection vessel**

1. **Fixed loading boom crane**

A loading crane shall be supplied, fixed by the manufacturer and positioned according to the drawings.

**Technical specifications of 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 |

|  |  |  |
| --- | --- | --- |
| Crane | One (01) HS Marine Boom crane  Knuckle and Telescopic crane | AKC 145 HE2 - 60 kW (440 V) or similar |
|  | Capacity 15 t @horizontal Boom outreach min 7 m | As per load chart below |
|  | Brand new, bolt mounted | Fixing and mounting as per manufacturers requirements |

|  |  |  |  |
| --- | --- | --- | --- |
| **Crane data** | | | |
| Dynamic moment on crane base, maximum: | 145900 | kgm |  |
| Vertical force with maximum load: | tbc | kg |
| Slewing torque, maximum: | 20800 | kgm |
| Weight of crane without load, approximate: | 9050 | kg | net without winch |
| Hydraulic oil flow, recommended: | 100-130 | l/min |  |
| Hydraulic oil pressure, working: | 285 | bar |
| Hydraulic oil tank, capacity requirement: | 400-500 | l |
| Hook and shackle, SWL: | 25000 | kg | as attachments to boom |
| Winch pull capacity, minimum: | 27000 | kg | in single fall on 1st drum layer |
| 13500 | kg | in double fall on 1st drum layer |
| 24 V DC 10 A **stabilized** power supply, required: | yes | for electric load limiting moment device | |

|  |  |  |
| --- | --- | --- |
| **Design data** | | |
| Design and build to: | standard EN 13852 | |
| Hoisting group: | H1 |  |
| Fatigue class: | B3 |
| Heel + trim conditions: | 6° + 3° |

| **Operational data** for **harbour use during sea state 0 conditions** | | | | |
| --- | --- | --- | --- | --- |
| **Lifting with hook** | **SWL** | | **Outreach** | |
| Lifting capacities at horizontally extended boom: | 27000 | kg | 4 | m |
| 17000 | kg | 6,4 | m |
| 13000 | kg | 8.25 | m |
| 10000 | kg | 10.0 | m |
| Telescopic extension(s): | 2 | pc |  | |
| Telescopic extension time, approximate: | 44 | sec |
| Luffing time, approximate: | 56 | sec |
| Slewing gear(s): | 2 | pc |
| Slewing speed: | 0-0.8 | rpm |
| Slewing sector: | 360° | continuous unlimited | | |
| Slewing limit switch: | no |  | | |

| **Crane base data** | | | |
| --- | --- | --- | --- |
| Overall height: | 340 | mm |  |
| Lower flange, thickness: | 50 | mm |
| Bolt hole diameter: | 1290 | mm |
| Number of bolts / size / quality: | 48 | pc | M24 X 150 mm |

**Crane design**

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 shall be fitted to ensure that all crane functions stop in the case of crane moment overload
* When the crane is stopped, the only allowable motion is retraction of the boom extension(s) to reduce the moment that has created the overload.
* Every lever of operation is spring loaded and returns automatically to zero position (dead-man’s-handle) once force is no longer being applied to it.
* 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 micron.

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 either 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 in order to be waterproof, protecting them against corrosion.

All connections to the distributor valve shall be protected by Denso 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 are, where feasible, shall bundle together and protected by a spiral cover made of hard plastic.

The control console and its cover shall protected by cathaphoresis 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.

**Documentation**

* User and maintenance manual, including installation procedures, in English language in electronic format.
* General arrangement drawing.
* Hydraulic circuit diagram.
* If applicable, electric circuit diagram.
* Workshop test certificate and all applicable loose gear certificates issued by the applicable manufacturers.
* Spare parts manual in English in electronic format.

**Additional requirements:**

* Radio remote control in can-bus (
* Emergency stop button of push type. Once activated, all the crane’s motions stop immediately.
* On / Signal / Frequency shift push button. The button turns on the remote-control system. When depressed, an audible warning signal is produced on the crane.
* On / Battery indicator – red lamp.
* central greasing system is installed for **manual** lubrication:
* flame metalizing surface treatment
* nuts and bolts for installation

1. **Roll packers**

| Specification |
| --- |
| The Manufacturer shall supply and fix (02) two stationary roll packer, latest design, robust construction, designed for compaction of residual waste but also bulky waste like boxes, pallets, crates. Suitable for waste compacting inside a standardized waste container of 25 m³ (see drawings), capable to work in hot temperature and humid, seawater environment |
| Supplied new, anti-corrosive steel |
| Organic coating of exposed elements as per ISO 12944 C5-M and Im2  Two or three epoxy-based coats (>1000 µm in total)  Polyurethane top-coat (50–80 µm)  Combination of atmospheric and submerged coatings´ properties |
| 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 |

|  |  |
| --- | --- |
| Roll packer | * 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. 8,000 kg * 5,5 kW/ 380 - 415 V / 50 Hz (drive power requirement) |
|  | * Hydraulic oil: compatible with HM hydraulic oil, medium viscosity |

1. **Containers**

|  |  |  |
| --- | --- | --- |
| Description | Unit | Specification |
| The Contractor shall supply 04 four per vessel (total 12 twelve) standard production, normed ISO roll on/roll of container (hook lift) 25 m³, including tarpaulin or cover, crane certified, corrosion protected steel. Suitable for transport of household waste, floor and wall sheets made of wear resistant steel, heavy duty type container.  Capacity 25 m³, According ISO norm  Hook according to ISO norms, mounted in 45°  Inner length 5500 mm  width 2.300 mm (max)  height 2.000 mm (max)  Floor sheets 5 mm  • Wall sheets 3 mm  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 is equipped with a tarpaulin  • Lifting points 4  • Equipment to be painted in white colour (RAL 9016) | | |

1. **Mobile bin tipper**

| Specification |
| --- |
| One (01) Standard production, mobile industrial bin tipper per vessel |
| 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 |
| Able to lift at least one 4 wheeled bin (660-1100 l) or two 2-wheeled bins (80-360 l) at once |
| Tipping height: 1800 mm |
| Weight capacity: approx. 460 kg |
| Tipping cycle duration  For 120/240 l bins: < 20 sec  660/1100 l bin: < 30 sec |
| Diesel driven, rechargeable battery driven or electrical plug driven |
| 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 |

1. **Small equipment**

| Specification |
| --- |
| The Manufacturer shall supply a set of small equipment for the vessels commodity, operation and maintenance as per following list and drawings |
| Supplied new |
| 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 |

|  |  |
| --- | --- |
| Small maintenance and operation equipment | The Manufacturer shall provide the following additional small maintenance and operation equipment:   * 1 bench vice with a jaw width of 125 mm large anvil plate, height adjustable by 30cm, rotatable by 360 °, fully assembled with quick release device * 1 bench vice jaw width 85 mm * 1 steel winch (stick winch) 1.5 t with safety crank and friction brake * 1 steel winch (stick winch) 3.0 t as before * 1 mobile compressor capacity 265 L, 2.2 kW, 230 V, tank size 120 L with safety fittings and accessory package * 1 welding transformer, 230/240 V, 220/130 A. with welding equipment * 1 welding and cutting set in a sheet steel case * 1 inert gas welding machine, with equipment * 1 pneumatic hammer drill, * 1 double grinding block, disc diameter 200 mm, 400 V * 1 angle grinder, disc diameter 125 mm * 1 angle grinder, disc diameter 230 mm * 1 tool box, 1950 x 1040 x 635, centre partition, 6 flat shelves, 6 drawers * 1 pipe cutter for steel 1 / 8-2 * 1 pipe cutter for copper 8-35 mm * 1 thread cutting tool, 3-24 mm with tap wrench and die holder * One (01) 3-arm puller, 520 mm span * One (01) 3-arm puller, span 65 mm, depth 65 mm * One (01) 3-arm puller, span 150 mm, span depth 155 mm * 1 corner pipe wrench ½ “, 45 ° unwound, Swedish shape * 1 chain pipe wrench, 3/8 “- 4“, with strong steel chain * 1 electrical measuring device, * 1 25 watt soldering iron * 1 desoldering device * 1 pipe vice * 1 metal folding saw (slow runner) * protection devices * 2 Portable fire extinguishers as charging extinguishers with LPG bottle , extinguishing agent ABC powder, 6 kg * 1 set of 4 hooks, legs and chains for container (see below) |

|  |  |  |
| --- | --- | --- |
| Hook and chains for container | | |
|  |  |  |
| 4 legs  3,80 m/leg  Min load = 30 t  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 |

**1.3 Spare and Wear parts**

The Supplier shall provide a set of usual spare and wear parts for the vessels for two year 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 | 2 set | Hull anode |
|  | 2 set | Rudder anode |
|  | 2 set | Shaft anode |
| Navigation light set | 1 set | (port side, starboard side, stern, bow) |
| Interior lights | ½ set | Replacement for all types of interior lights. |
| Exterior lights | 1 set | Replacement for all types of exterior lights including deck lights, search lights. |
| Switches | ½ set | Replacement switches for AC and DC switches |
| Main bearing | 1 set | main bearings for one bearing each size and type fitted, complete with shims, bolts and nuts |
| Cylinder liner | 1 set | Complete with joint rings and gaskets |
| Cylinder cover | 1 set | Complete with valves, joints rings and gaskets |
| 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. |
| Starting motor | 2 set | For main engine and Genset |
| Battery set | 1 set | With connection cable. |
| Spark plug | 1 set | Complete set for engines and Gensets |
| 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) |
| Battery charger and inverter | 1 set |  |
| 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 |
| Chain | 1 set | Anchor chain |
|  |  |  |

**1.4 Trials and commissioning**

|  |  |
| --- | --- |
| Factory acceptance tests | The contractor shall organise, on his own expenses for the Employer or his Representative a factory acceptance before the delivery with following but non-exhaustive tests:  Test of all the machineries:   * Main Engines * Generator sets * Electric and electronics onboard * Steering systems * Navigation and Communications * Winches * Crane * Pumps and auto switches * Tanks and soundings |
| On site trial tests | During on site commissioning the following tests must be applied   * Speed trail * Manoeuvring * Crane operation and loading |
| Final documentation | During the commissioning the contractor should handover a complete set of documentation as followed:   * 3 copies of all detailed design drawings * 3 copies of all operation manuals, data sheets maintenance procedures of all mechanical parts * 3 copies of wear and spare part list * All warrantees and after sale documents * 3 copies of all calculation notes (stability and inclination reports, performance checks) * 3 copies of the factory acceptance test report |

**1.5 Associated services**

|  |  |
| --- | --- |
| 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.  Total: 4 experts (honorary) 1 week in Male including transport costs, daily allowances, accommodation etc. |

1. Drawings

General arrangements and skatllings:

* GA 1.01
* GA 1.02
* GA 1.03
* GA 1.04

Drawings and sketches are only for orientation purposes.

1. Outer Island vessel (see Annex 1)
2. Crane boom (see Annex 1 Vessel drawing)
3. Roll Packer





1. Mobile bin tipper



1. Containers



Tarpaulin

crane hooks

Section 7 - General Conditions of Contract

**Table of Clauses**

1. Definitions 7-101

2. Contract Documents 7-3

3. Fraud and Corruption 7-3

4. Interpretation 7-103

5. Language 7-104

6. Joint Venture 7-5

7. Eligibility 7-5

8. Notices 7-105

9. Governing Law 7-105

10. Settlement of Disputes 7-105

11 . Scope of Supply 7-6

12. Delivery 7-6

13. Supplier’s Responsibilities 7-6

14. Purchaser’s Responsibilities 7-6

15. Contract Price 7-106

16. Terms of Payment 7-7

17. Taxes and Duties 7-7

18. Performance Security 7-7

19. Copyright 7-8

20. Confidential Information 7-8

21. Subcontracting 7-9

22. Specifications and Standards 7-9

23. Packing and Documents 7-9

24. Insurance 7-10

25. Transportation 7-10

26. Inspections and Tests 7-10

27. Liquidated Damages 7-11

28. Warranty 7-11

29. Patent Indemnity 7-12

30. Limitation of Liability 7-13

31. Change in Laws and Regulations 7-13

32. Force Majeure 7-13

33. Change Orders and Contract Amendments 7-13

34. Extensions of Time 7-14

35. Termination 7-14

36. Assignment 7-15

|  |  |  |
| --- | --- | --- |
| 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** |
| **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: **N/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:**  (a) **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).   * + 1. **Upon approval of final design:** 5% of the Contract Price upon agreement of the final design by Purchaser documentation.     2. **Upon completion of the hull structure and main deck**: 15% of the total Contract Price (pro rata at 5% percent per vessel) paid, upon evidencing the completion of the hull structure of each vessel.     3. **Upon completion of the superstructure and installation of machineries and equipment:** 15% of the Contract Price (pro rata at 5% percent per vessel) paid, upon evidencing the installation of the crane on each vessel.   (e) **Upon Delivery**: The Purchaser shall pay the Supplier 30% of the Contract Price (pro rata at 10% percent per vessel) paid, upon delivery and submission of the documents as specified in SCC 12.1 (Custom clearance notes, arrival notice) for each vessel.  (f) **On Acceptance:** 25% of the Contract Price of Goods received shall be paid within 28 days of receipt of the Goods upon submission of a claim supported by the acceptance certificate issued by the Purchaser.  **For Goods and Related Services supplied from within the Purchaser’s country:**  (a) **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).   1. **Upon approval of final design:** 5% of the Contract Price upon agreement of the final design by Purchaser documentation. 2. **Upon completion of the hull structure and main deck**: 15% of the total Contract Price (pro rata at 5% percent per vessel) paid, upon evidencing the completion of the hull structure of each vessel 3. **Upon completion of the superstructure and installation of machineries and equipment:** 15% of the Contract Price (pro rata at 5% percent per vessel) paid, upon evidencing the installation of the crane on each vessel. 4. **Upon Delivery**: The Purchaser shall pay the Supplier 30% of the Contract Price (pro rata at 10% percent per vessel) paid, upon delivery and submission of the documents as specified in SCC 12.1 (Custom clearance notes, arrival notice) for each vessel.   **(f) On Acceptance:** 25% of the Contract Price of Goods received shall be paid within 28 days of receipt of the Goods upon submission of a claim 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 chapter 1.4 testing and commissioning)  Time or Milestone: latest after 17 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 % 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: 12 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)