









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<p>  </p> <p>No:</p>	<p>TES/2019/W-073</p>		
<p>  </p> <p>Project:</p>	<p>Procurement of Design, Build and Operate of a Waste to Energy Facility at K.Thilafushi (Pre-Qualification)</p>		
<p>  </p> <p>Issued Date</p>	<p>27th June 2019</p>		
<p>  </p> <p>No. of Pages: -04</p>	<p>  </p> <p>Boq: -00</p>	<p>  </p> <p>Drawings: -00</p>	

Please include this addendum when submitting the bid. **يُطلب تضمين هذا الملحق عند تقديم العطاء.**

- Attachment 1: Please find attached the changes brought to the pre-qualification document.
- Attachment 2: Affiliate Company Guarantee form.

Please be informed that the deadline for **Prequalification Application** is **18th July 2019 at 1100hrs** at Ministry of Finance, National Tender.

Name: Fathimath Rishfa Ahmed
 Signature:
 


Addendum 1

S no.	Clause reference & ITB	Corrigendum & Addendum
1.	Section 2, ITA 25.4	<p>To add the following:</p> <p>The qualifications of the other firms such as Applicant's subsidiaries, parent entities, affiliates, sub-contractors shall be permitted.</p> <p>The applicant shall fill out Affiliate Company Guarantee Form included in Section 4 (Application Forms) for each subsidiary, parent entity, affiliate, subcontractor, etc. that the Applicant submits for consideration of the Employer in determining its qualifications.</p>
2.	Section 3, 4.1	<p>To revise as follows:</p> <p>Participation as a contractor, Joint venture partner or Subcontractor in at least one waste to energy design build operate contracts (or similar long-term BOT/PPP contracts) where the design-build has been successfully or substantially completed within the last ten years prior to date of bid submission and that is similar to the proposed facilities, and where the value of the Applicant's participation exceeds US\$ 68 million.</p>
3.	Section 3, 4.2	<p>To revise as follows:</p> <p>Lead/managing partner for two Design-Build-Operate contracts (or similar long-term BOT/PPP contracts) for two waste to energy plants of at least 250 Mg/day capacity each, where the design-build has been successfully or substantially completed within the last ten years prior to date of submission.</p>
	Section 4	<p>Insert Affiliate Company Guarantee Form</p> <p>Refer attachment 2 of the Addendum for the form</p>
4.	Section 4, Form EXP 1	<p>To add the following:</p> <p>The exchange rate to be used to calculate the value of the contract for conversion to a specific currency shall be the selling rate of the borrower's national bank on the date of the contract.</p>
5.	Section 4, Form EXP 2	<p>To add the following:</p> <p>The exchange rate to be used to calculate the value of the contract for conversion to a specific currency shall be the selling rate of the borrower's national bank on the date of the contract.</p>

Addendum 1

	Section 4, Form EXP 2	
		<p>To revise as follows:</p> <p>Description of Key Activities in Accordance with Criterion 4.2 of Section 3 (Qualification Criteria)</p> <p>Lead/managing partner:</p> <ul style="list-style-type: none"> • Design-Build-Operate contract (or similar long term BOT/PPP contract) • at least 250 Mg/day capacity • design-build has been successfully or substantially completed within the last ten years prior to date of submission <p>Operation and maintenance of at least two waste to energy plants of at least each 250 Mg/day capacity:</p> <ul style="list-style-type: none"> • The O&M component of the contract is either ongoing or was completed no more than five years ago prior to date of bid submission; • If the O&M component of the contract is ongoing, the contract has been running for two years or more prior to date of bid submission; • The O&M contract specifies an operating and maintenance period of ten years or more; • The subject WTE facility has been operating successfully since commencement of the O&M contract, meeting the emission requirements specified in the reference contract.

AFFILIATE COMPANY GUARANTEE

Name of Contract/Contract No.: _____

Name and address of Employer: _____

(together with successors and assigns).

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

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

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

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

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

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

Signed by:.....
[signature]

Signed by:
[signature]

.....
[name]

.....
[name]

.....
[position in parent/subsidiary company]

.....
[position in parent/subsidiary company]

Date:.....



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