

Ministry of Environment and Energy

Male’, Republic of Maldives



**REQUEST FOR PROPOSALS**

***Installation of Waste to Energy Boiler on the Waste Incinerator at R.Vandhoo Regional Waste Management Centre***

*Funded by*

*and Abu Dhabi Fund for Development*

February 2017

**Issued By:**

Tender Evaluation Section

Ministry of Finance and Treasury

**TENDER DOCUMENTS**

**SECTION I: INSTRUCTIONS TO BIDDERS**

**SECTION II: FORM OF TENDER**

**SECTION III: APPENDIX TO INSTRUCTION TO BIDDERS**

**SECTION IV: EVALUATION AND QUALIFICATION CRITERIA**

**SECTION V: CONDITIONS OF CONTRACT**

**SECTION VI: TECHNICAL SPECIFICATIONS**

**SECTION VII: DRAWINGS**

**SECTION VIII: BILL OF QUANTITIES**

**SECTION IX: EMPLOYERS REQUIREMENTS**

**SECTION X: ANNEXURES**

The Instruction to Bidders presented in this document is based on the document “DEVELOPMENT INSTITUTIONS MEMBERS OF THE COORDINATION GROUP: STANDARD INSTRUCTIONS TO TENDERERS AND CONDITIONS OF CONTRACTFOR THE PROCUREMENT OF WORKS OFCIVIL ENGINEERING CONSTRUCTION First Edition 2004”. Since the FIDIC General Conditions of Contract for Construction Works designed by the Employer was revised in 1999, the Conditions of Contract introduced in the original document is replaced with the later version. This document is to be used for the sole purposes of tender for the project, “***Installation of Waste to Energy Boiler on the Waste Incinerator at R.Vandhoo Regional Waste Management Centre*”** to be funded by *Abu Dhabi Fund for Development* with written consent from the funding agency.

**Table of Contents**

[SECTION I. INSTRUCTIONS TO TENDERERS 6](#_Toc449434746)

[A. GENERAL 6](#_Toc449434747)

[B. PREPARATION OF TENDERS 16](#_Toc449434748)

[C. SUBMISSION OF TENDERS 20](#_Toc449434749)

[D. BID OPENING AND EVALUATION 22](#_Toc449434750)

[E. EVALUATION AND COMPARISON OF TENDERS 26](#_Toc449434751)

[F. AWARD OF CONTRACT 28](#_Toc449434752)

[SECTION II.FORM OF TENDER 30](#_Toc449434753)

[SECTION III. APPENDIX TO INFORMATION TO BIDDERS 32](#_Toc449434754)

[SECTION IV. EVALUATION AND QUALIFICATION CRITERIA 34](#_Toc449434755)

[1. Evaluation 34](#_Toc449434756)

[2. Qualification 34](#_Toc449434758)

[SECTION V. CONDITIONS OF CONTRACT 36](#_Toc449434764)

[PART I: GENERAL CONDITIONS 36](#_Toc449434765)

[PART II: ANNEX TO GENERAL CONDITIONS OF CONTRACT 37](#_Toc449434766)

[PART III: PARTICULAR CONDITIONS OF CONTRACT 40](#_Toc449434767)

[SECTION VI.TECHNICAL SPECIFICATION 49](#_Toc449434768)

[SECTION VII.DRAWINGS 50](#_Toc449434769)

[SECTION VIII.BILL OF QUANTITIES 51](#_Toc449434770)

[SECTION IX. EMPLOYERS REQUIREMENTS 52](#_Toc449434771)

[SECTION X. - ANNEXURES 65](#_Toc449434772)

[ANNEX I - LIST OF MATERIALS FOR WHICH PRICE FLUCTUATION CLAUSE IS APPLICABLE 65](#_Toc449434773)

[ANNEX II - FORM OF AGREEMENT 66](#_Toc449434774)

[ANNEX III - TECHNICAL PROPOSAL 69](#_Toc449434775)

[ANNEX IV - BIDDERS QUALIFICATION FOLLOWING PREQUALIFICATION 79](#_Toc449434777)

# SECTION I. INSTRUCTIONS TO TENDERERS

|  |  |
| --- | --- |
| A. GENERAL | |
| 1. Purpose of Tender Invitation | Tenderers are invited by ***the Ministry of Environment and Energy***(hereinafter referred to as the “Employer”) for construction of the works comprised in ***Installation of Waste to Energy Boiler on the Waste Incinerator at R.Vandhoo Regional Waste Management Centre*** (hereinafter referred to as the “Works”) as such works are described in the tender documents accompanying these Instructions. |
| 2. Interpretation | The terms used in these Instructions shall have the same meanings assigned to them in Clause 1 (Definitions and Interpretations) of Part I (General Conditions) of the tender documents, subject to any amendments stated in Part II (Particular Conditions). The words "tender" and "bid" are used here interchangeably and shall have the same meaning and likewise any derivative of each shall have the same meaning as the corresponding derivative of the other. |
| 3. Financing | **The Employer / the *Government of Maldives*** (hereinafter referred to as the “Beneficiary”) has applied for, or obtained financing from Abu Dhabi Fund for Development (hereinafter referred to as the “Financing Institution(s)”) to assist in meeting the cost of the Works. However the proceeds of such financing will only be paid by the financing institution(s) at the request of the Beneficiary in accordance with the loan(s) / financing agreement(s). |
| 4. Eligibility | This invitation to bid is open only to prequalified bidders who have the legal capacity to bid and enter into contracts as per the Prequalification Document for Procurement of Works for the project. Such bidders shall not at the time of tendering or thereafter be ineligible to bid or subject to boycott under the rules applied by the financing institution(s).  It is also a condition of eligibility that bidders should not be affiliated to any firm or company which has provided consulting services for the Works or is proposed to be engaged by the Employer for this purpose. |
| 5. Language | The tender, contract documents and correspondence and documents relating to the Works shall be in the ***English*** language(s) unless otherwise specified in these instructions. |
| 6. Tender Documents | The tender documents comprise all the following:  1. Invitation to Tender.  2. Instructions to Tenderers.  3. Form of Tender and Appendix to the Tender.  4. Conditions of Contract.  Part I: General Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, FIDIC, First Edition 1999.  Part II: Particular Conditions.  5. Technical Specifications.  6. Drawings.  7. Bill of Quantities.  8. Annexes   * Annex I –List of materials for which price fluctuation clause is applicable * Annex II - Form of Agreement * Annex III –Technical Proposal * Annex IV–Bidders Qualification following Prequalification   The above-mentioned tender documents and other related documents, as may be issued by the Employer or agreed with the successful bidder before award of the contract, shall apply in accordance with the order of precedence stated in Clause 1.5 of the General Conditions of Contract, subject to any amendment in the Particular Conditions or the Form of Agreement. |
| 7. Information to Tenderers | The Employer does not accept responsibility for any information relating to general conditions in the project area, results of any geotechnical investigations, the likely sources of certain materials, availability of water, including information issued on any other matters which is merely intended to assist bidders during tendering, except insofar as otherwise stated in the tender documents. |
| 8. Receipt of Tender Documents and Contact Person | The tenderer shall confirm in writing by mail, telex or facsimile transmission receipt of the tender documents and advise the Employer of the name, address and facsimile number of the person authorized to receive, on behalf of the prospective tenderer, any further information and instructions by the Employer and any addenda to the tender documents. |
| 9. Costs | The Tenderer shall bear all costs associated with the preparation and submission of his tender. The Employer shall under no circumstances be responsible for such costs. |
| 10. Single Bids | No bidder may submit either separately or as a partner in a joint venture more than one bid, except, however, insofar as alternative bids are allowed. |
| 11. Closing Date for Submittal of Bids | Bids shall be submitted and delivered by mail, courier service or by the bidder or an agent thereof-in person no later than 1000hours on 10th October 2016 at the address stated below:  Public Procurement Section  Ministry of Finance and Treasury,  Ameenee Magu,  Malé, Maldives,  Tel: (960) 3349191, (960) 3349106  Fax: (960) 3320706, (960) 3324432  Email: aminath.naaheen@finance.gov.mv  Copy to: [tender@finance.gov.mv](mailto:tender@finance.gov.mv)  Any bid received after the closing time stated in this Clause will he rejected and returned unopened to the Bidder submitting such bid. |
| 12. Amendment of Tender Documents | The Employer may at any time before the closing time for submittal of bids amend the tender documents by issuing an addendum or addenda in writing to all prospective bidders who obtained the tender documents. Such addendum or addenda shall form part of the tender documents and all prospective bidders shall promptly acknowledge by mail, telex or facsimile transmission the receipt of same. The time for submittal of bids may be extended as appropriate by the Employer to enable prospective bidders to take any addendum into account in the preparation of their bids. In case of an important addendum, at least 10 days will be allowed before the closing date for submittal of bids. |
| 13. Clarification of Tender Documents | Any prospective bidder may at any time, but not later than 21 days before the closing date for submittal of bids, request in writing clarification of any matter stated in the bidding documents and the Employer will respond to such request in writing by circular letter to all bidders who obtained the tender documents, but without identifying the source of the request for clarification. |
| 14. Pre-tendering Site Visit and Meeting | Each bidder is required to visit and inspect the site and surroundings and certify in a letter submitted with his tender that he has done so. The Employer may organize a pre-tendering conference to which all prospective tenderers, who obtained the tender documents, will be invited. The time and place of such conference will be communicated in writing to all such prospective bidders. Each bidder shall bear the cost of his site visit and of attending such conference. |
| 15. Qualifications of Bidders | 15.1. In order to enable post-bidding qualification to be made each tenderer shall submit the following documents and information with his tender:  (a) notarially authenticated copies of  (i) the documents whereby the bidder's firm or company as established or organized,  (ii) an authenticated copy of the certificate of registration of the bidder's firm or company and  (iii)if the bidder is a company, the original or an authenticated copy of a certificate of maintenance of its registration.  (b) total value of construction works executed by the bidder in each of the last 5 years.  (c) number of contracts for the construction of works of a similar nature and comparable value to the Works or of a higher value executed by the bidder during the last 10 years and a statement of the value of each contract and the name and address of the employer in each case.  (d) details of construction works currently being executed by the bidder and which the bidder, is contractually committed to execute but are not yet commenced, including the value of each contract and the equivalent thereof in United Stated Dollars and the name and address of the employer in each case.  (e) audited financial statements (profit and loss statements, balance sheets and cash flow statements) of the bidder for the last five years.  (f) details of line(s) of credit available to the bidder, including amount(s) and name of bank(s) making available such line(s) of credit.  (g) letter(s) authorizing the Employer to seek references from the bidder's bankers.  (h) names and qualifications of senior management and technical personnel in the bidder's organization.  (i) names and qualifications of key personnel proposed to be assigned by the bidder for execution of the Works.  (j) major items of equipment which the bidder will make available for the execution of the works and information whether such equipment is the bidder's own or will be purchased or hired.  (k) information on any subcontract relating to the Works proposed by the bidder, including the name and address of any subcontractor to whom the bidder proposes to subcontract 10% or more of the value of the Works.  (l) proposed method and program for construction of the Works.  (m)information on any litigation in which the bidder was involved during the last five years and is involved at present, including the names of the parties concerned and the amounts in dispute.  The above information is to be submitted only where there is a change to the position of the Contractor’s technical capacity since the submission of Pre-qualification documents. |
| 16. Bids by Joint Ventures | In addition to furnishing the information required under Clause 15 of these Instructions, joint venture partners submitting a bid shall in respect of each of them, also comply with the following requirements:  (i) Sign the bid and, if their bid is accepted, also sign the Form of Agreement or alternatively authorize one of the partners by a duly executed power(s) of attorney to sign the bid and, if successful, also the Form of Agreement on behalf of the other partners in addition to himself.  (ii) Submit with their bid an authenticated copy of the joint venture agreement between or among the partners.  (iii) Submit with their bid a statement to the Employer that, if the contract is awarded to the joint venture, the joint venture partners agree to be jointly and severally liable in respect of any matter for all obligations of the joint venture under the Contract.  (iv) Designate one of their number by virtue of a duly executed power(s) of attorney as authorized representative of the joint venture, with the power, if their bid is successful, to incur liabilities and accept instructions on behalf of any and all the partners throughout the entire execution of the contract and also to receive payments on behalf of the partners in the joint venture from the Employer. |
| 17. Fraud and Corruption | 17.1 It is the requirement of the financing institution(s) that Borrowers (including beneficiaries of loans), as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, under financing institution(s)-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the financing institution(s):  (a) defines, for the purposes of this provision, the terms set forth below as follows:  (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;  (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;  (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;  (iv) “coercive practice” is 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 the party;  (v) “obstructive practice” is  (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a financing institution(s) investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or 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  (bb) acts intended to materially impede the exercise of the financing institution(s)’s inspection and audit rights provided for under sub-clause 17.1(e) below.  (b) 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 in competing for the contract in question;  (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the financing institution(s) to remedy the situation; and  (d) will sanction a firm or an individual, at any time, in accordance with prevailing financing institution(s)’s sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a financing institution(s) -financed contract.  (e) will require that a clause be included in bidding documents and in contracts financed by a financing institution(s) loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the financing institution(s) to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the financing institution(s).  17.2 In further pursuance of this policy, Bidders shall permit the financing institution(s) to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the financing institution(s). |

|  |  |
| --- | --- |
| B. PREPARATION OF TENDERS | |
| 17. Forms and Schedules | The bidder shall use, fill-in and furnish the Form of Tender and Appendix thereto, such form being shown in Annex II hereto, the Form of Tender Security, Bills of Quantities and any other forms and schedules contained in the tender documents, except any form relating to alternative bids, if invited, which may be submitted at the option of the bidder. The tenderer shall also submit with his bid any information or material required under these instructions and may, if necessary, provide additional sheets. Failure to use and fill-in the forms which are mandatory in accordance with the above may result in the bid being rejected. All entries shall either be typed or printed in indelible ink, without interlineation or erasures. |
| 18. Technical Specifications and Standards | Technical specifications and standards prescribed as the bases on which, among other things, the tenders are to be prepared, shall be deemed to be the latest edition including amendments and substitutions made by the issuers thereof not less than 28 days before the closing date for submission of tenders. |
| 19. Bid Prices | 19.1. The bid submitted by the bidders shall quote for the entire Plant and Installation Services on a “single responsibility” basis such that the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the plant. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions. If the bidder fails to do so with respect to any item, the price of such item shall be deemed to be covered by the rates and prices for other items in the Bills of Quantities which have been priced by the bidder, and he shall not be entitled to payment for execution of the item or items which have not been priced.  19.2 The price of the works shall be quoted on named place of destination basis as specified.  19.3. All duties, taxes and other levies payable by the Contractor in any country shall be deemed to be included in his rates and prices and the total price offered by him, except that, taxes and levies imposed by law and payable by the Contractor in the Employer's country that have been in force 28 days before the closing date for submittal of bids. All duties payable by the Contractor in the Employer’s country shall be not be included in the bidder’s price. Employer shall attempt to exempt the duties payable under this Contract. Contractor shall submit documentation as stated under Clause 14 for exemption of duties.  19.4. If so stated in the tender documents, the rates and prices quoted by the bidder shall be subject to adjustment under Clause 13 of the General Conditions of Contract, as amended, if so, in the Particular Conditions. For this purpose the bidder shall furnish in the Appendix to the Tender the indices and weightings for price adjustment and shall submit with his bid such other supporting information’s required under clause 13 of the Conditions of Contract. If so requested by the Employer, the bidder shall justify his proposed weightings. |
| 20. Currency of the Bid | Unless otherwise required in the tender documents, the bidder shall quote all his prices in United States Dollars. |
| 21. Period of Tender Validity | Unless otherwise required in the tender documents, tenderers shall remain bound by their tenders for a period of 120 days from the closing date for submittal of bids. Any tender stated to be valid for a shorter time will be rejected by the Employer. |
| 22. Alternative Bids by Tenderers | Alternative tenders shall not be allowed for this bidding process. |
| 23. Tender Security | 23.1. The tender shall be accompanied by a tender security in the form of a bank guarantee issued or endorsed by a bank acceptable to the Employer. Such bank guarantee shall be in the form shown in Annexures hereto in original form and in the amount specified in the tender documents and shall be valid for the period required for the validity of tenders.  23.2. Any tender not accompanied by the required tender security will be rejected. The tender security of a joint venture must be in the name of the joint venture partners submitting the tender.  23.3. The tender securities of unsuccessful tenderers will be returned to them within 30 days after the expiration of the period of tender validity.  23.4. The tender security of the successful tenderer will be released promptly after signature of the Agreement and submittal by him of the performance security required under Clause 4.2 of the General Conditions of Contract.  23.5. The tender security of a tenderer shall be forfeited:  (i) if the tenderer withdraws his tender before expiry of the period of tender validity.  (ii) in the case of the successful tenderer, if he fails within the prescribed time limit either to sign the Form of Agreement or furnish the required performance security.  the Borrower may, if specified in the tender documents, declare the Bidder disqualified to be awarded a contract by the Employer for a period of time as stated in the tender documents. |
| 24. Signature of Tenders | The tender and all copies thereof shall be signed by the tenderer or a person duly authorized on his behalf. Proof of such authorization in the form of a Power of Attorney shall accompany the tender. All pages of the tender where entries or amendments have been made shall be initialled by the tenderer or on his behalf by a person duly authorized as aforesaid. |

|  |  |
| --- | --- |
| C. SUBMISSION OF TENDERS | |
| 25. Format of Tender | Tenders shall be submitted in one original comprising all documents mentioned in Clause 26 of these Instructions, bound with the section containing the Form of Tender and Appendix to the Tender and clearly marked "ORIGINAL". In addition the tenderer shall submit 3 (three) copies of the tender clearly marked "COPIES", unless otherwise specified in the tender documents. In case of any discrepancy between the Copies and the Original, the Original shall prevail. Tenderers do not have the option of submitting their bids electronically. |
| 26. Contents of Tender | The tender shall in accordance with the requirements stated in the tender documents  comprise the following:  (i) The completed Form of Tender and Appendix thereto,  (ii) The tender security,  (iii) The completed Bills of Quantities,  (iv) The completed schedules of supplementary information,  (v) All information on any subcontract envisaged,  (vi) The tender price and currency or currencies of payment,  (vii) The minutes of any pre-tendering conference and other relevant correspondence issued during the tendering period. |
| 27. Technical Proposal | The following documents shall be submitted with the tender.   1. Information stating the names of senior personnel and key staff of the tenderer to be assigned to the Works, together with their curriculum vitae, and an organizational chart of his proposed site staff. Details of key personal to be met as stated in Section IV: Evaluation and Qualification Criteria. 2. Details of equipment and plant which will be available for use in executing the Works.   (iii) Performance program proposed by the tenderer.  (iv) Organizational and methodology proposed for execution of the Works.  (v) Staff assignment schedule. |
| 28. Sealing and Marking of Tenders | 28.1. The tenderer shall put and seal the Original and each Copy of his tender in separate envelopes marked "ORIGINAL" and "COPIES". The envelopes shall then be put in an outer envelope which shall be sealed. All such envelopes shall be addressed to the Employer at his address stated in these Instructions, bear the name and identification number of the Works or Contract and a warning that they shall not be opened before the date for opening of bids.  28.2. The inner envelopes shall state the name and address of the tenderer for returning the tender to him in case it is not received at or before the closing time for submittal of bids. |
| 29. Modification, Substitution or Withdrawal of Tenders | The tenderer may modify, substitute or withdraw his tender by written notice to the Employer before the closing time for submittal of tenders. Such modification, substitution or withdrawal shall be contained in a sealed envelope marked as "Modification", "Substitution" or "Withdrawal of Tender". No modification, substitution or withdrawal of a bid will be accepted after the closing time for submittal of bids. |

|  |  |
| --- | --- |
| D. BID OPENING AND EVALUATION | |
| 30. Bid Opening | 30. 1. Bids will be opened by the Employer in a session to which all bidders will be invited, the time and place being stated in the invitation addressed to the tenderers. Each bidder may attend in person, or designate an authorized representative to attend on his behalf, and shall sign a register of attendance.  30.2. Envelopes marked "Withdrawal" or "Substitution" will be opened first and the name of the bidder submitting the same shall be announced. Bids in respect of which a notice of withdrawal or substitution was duly received before the closing time for submittal of bids will not be opened.  30.3. The remaining bids will then be opened and the Employer will announce the bidders' names, the bid prices, including any alternative bid prices, the presence (or absence) of tender security and any such other details as the Employer may consider appropriate. The envelopes marked "Modifications" will then be opened and their content read out in appropriate detail.  30.4. The Employer will prepare minutes of the tender opening session, including the information announced during the session. Such minutes are for the administrative purposes of the Employer and the bidders shall not be entitled to receive copies thereof. |
| 31. Confidentiality of Process of Evaluation of Bids | All information concerning the examination, clarification and evaluation of bids and the recommendation for award are confidential and will not be disclosed to bidders or to any person not officially concerned with such process until award to the successful bidder. Any attempt by any bidder to influence the process of evaluation of bids or award will lead to the rejection of his bid. |
| 32. Clarification of Bids | The Employer may request any bidder to clarify any matter in his bid, including the breakdown of his unit rates. Such request will be made in writing, but no bidder will be allowed to make, through any clarification given by him, any change in the price or substance of his bid. |
| 33. Determination of Responsiveness of Bids | 33.1. Prior to the detailed evaluation of bids the Employer will examine each tender to determine whether it:  (a) meets the eligibility criteria set forth in Clause 4 of these Instructions;  (b) has been properly signed;  (c) is accompanied by the required bid security;  (d) is valid for the period required and;  (e) is substantially responsive to the requirements of the tender documents.  For this latter purpose, a substantially responsive tender is one which conforms to all terms, conditions and specifications stated in the tender documents without any material deviation or reservation. A material deviation or reservation is one which:  (a) affects in a substantial way the price, scope, quality, performance or the required timing of execution and completion of the Works, or  (b) limits in any substantial way, inconsistent with the tender documents, the rights of the Employer or obligations of the tenderer, and  (c) whose rectification would unfairly affect the competitive position of the tenderers who have presented substantially responsive bids.  33.2. If a tender is found not to be substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation and it will be rejected by the Employer. |
| 34. Correction of Errors | 34.1. The Tenders determined to be substantially responsive will be checked by the Employer for any arithmetical errors. The Employer shall have the right to correct such errors using the following method:  (a) Where there is a discrepancy between the amounts stated in figures and the amount stated in words the latter shall govern.  (b) Where there is an error in any amount resulting from the multiplication of a unit rate for an item by the quantity thereof, the unit rate shall govern and the product of the multiplication shall be corrected accordingly, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total stated will govern and the unit rate will he corrected accordingly.  (c) The total tender price will be recalculated on the basis of correction of errors in the manner stated in paragraph (b) above, or if there are no such errors by correcting any errors in the summation of the prices for the various line items in the Bills of Quantities. The total price arrived at after either of these corrections shall be deemed to be the correct total price of the tender, unless the total price stated in the tender is lower than the corrected total tender price, in which case the former shall be deemed as the correct tender price and the tenderer shall be deemed to have offered a discount to be applied pro rata to the prices of all items in the Bills of Quantities.  34.2. The correction and adjustment of the tender prices and total tender price resulting from the application of the methods for correction stated in this Clause 34 shall be binding on the tenderer and if he does not accept the corrected amount of his bid, he shall forfeit his tender security. |

|  |  |
| --- | --- |
| E. EVALUATION AND COMPARISON OF TENDERS | |
| 35. The Bids to be Evaluated | Only bids determined to be substantially responsive will be evaluated and compared with one another by the Employer. |
| 36. Currency of Evaluation | 36.1 Tender prices will be evaluated and compared on the basis of the currency stipulated in Clause 20 for the tenders. For this purpose, however, the amount(s) representing the percentage or percentages of each tender price payable in a foreign currency or currencies, as required in the tender, shall be ascertained in such currency or currencies using the rate of exchange stated in the tender. The amount(s) so ascertained shall be reconverted to the currency of the Employer's country on the basis of the selling rate(s) published on the day of opening of bids by the Central Bank or other institution performing the functions of a Central Bank in the Employer's country and the amounts of bids, as adjusted pursuant to Clause 34, shall be compared on this basis and other bases stated in these Instructions.  36.2 For construction turnover or financial data required for each year, wherever a Bidder is required to state a monetary amount, Bidders should indicate the USD equivalent using the exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established. |
| 37. Determining the Lowest Evaluated Bid | 37.1. For evaluation of the bids, the Employer will determine the evaluated bid price for each bid by adjusting the bid price, as determined in accordance with Clauses 34 and 36 of these Instructions, as follows:  (a) excluding Provisional Sums, but including Day work where priced competitively;  (b) making an appropriate adjustment on sound technical and/or financial grounds for any quantifiable acceptable deviations or reservations or alternative offers;  (c) making an allowance in financial terms for completion time or times, which are different, if allowed, from those stated in the tender documents.  37.2. The estimated effect of price adjustment provisions in the Conditions of Contract over the period of execution of the contract shall be disregarded in the evaluation of bids.  37.3. If the Lowest Evaluated Bid is seriously unbalanced or front-loaded by comparison to the Engineer's estimate of the costs of the various items of work to be performed under the Contract, the Employer may require justification of such imbalance and the rectification thereof if not satisfied with the explanation given by the tenderer. Unless such imbalance is rectified, the Employer may require increase of the amount of the performance security required under Clause 10 of the Conditions of Contract, so that the Employer's interest may be sufficiently protected in the event of default of the successful bidder in performing the Contract. |

|  |  |
| --- | --- |
| F. AWARD OF CONTRACT | |
| 38. Award | Subject to Clause 40 of these Instructions, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest Evaluated Bid Price as determined in accordance with Clause 37. |
| 39. Annulment of Tender Procedure | The Employer reserves the right to accept or reject any tender or to annul the tendering process and reject all tenders at any time prior to the award of the Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Employer's action. |
| 40. Notification of Award | 41.1. Prior to expiration of the period of validity of bids as such period may be extended with the agreement of the successful bidder, the Employer will notify the successful bidder in writing by registered letter that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance”) shall specify the sum which the Employer will pay to the Contractor in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Accepted Contract Amount").  41.2. Pending signature and entry into force of the Contract, the notification of award will constitute a Contract between the Employer and the successful bidder. |
| 41. Signature of Contract | The successful bidder shall on such date as notified to him by the Employer sign the Form of Agreement constituting the Contract for execution of the Works. The Form of Agreement is appended hereto in the Annexures IX. |
| 42. Furnishing of Performance Security | Within 30 days of receipt of the Letter of Acceptance the successful bidder shall furnish to the Employer a Performance Security as stipulated in these instructions, being in conformity with the form prescribed for this purpose in the tender documents. |
| 43. Failure to Sign Contract or Furnish Performance Security | Failure of the successful bidder to comply with the requirements of Clauses 42 and 43 shall constitute a breach of contract and cause for the annulment of the award and forfeiture of the tender security. The Employer may also seek any other remedy under the Contract and may resort to awarding the Contract to the next ranked bidder. |

# **SECTION II.FORM OF TENDER**

Date: .............................................................

Invitation of Tenders No.: ...........................

To: Tender Evaluation Section.

Ministry of Finance and Treasury,

Ameenee Magu,

Malé, Republic of Maldives,

Dear Sirs,

Subject: Invitation of Tenders No……………………..

For **Installation of Waste to Energy Boiler on the Waste Incinerator at R.Vandhoo Regional Waste Management Centre**

1. Having examined the tender documents, including, in particular, the Conditions of Contract, the Specifications, Drawings and Bills of Quantities, the Appendix to Tender as well as Addenda No.s .................. and ............., [if any] we, the undersigned, offer to execute and complete the **“Installation of Waste to Energy Boiler on the Waste Incinerator at R.Vandhoo Regional Waste Management Centre**” (hereinafter referred to as the Works) and to remedy any defects therein, all in conformity with the said tender documents for the sum of:[Insert amount in [figures].............................................................................................................................................([Insert amount in words]) or such other sum as determined in accordance with the said Conditions of Contract and other documents of such contract as may be concluded between us.

2. We confirm that the Appendix to this Tender forms an integral part thereof.

3. We undertake, if our Tender is accepted, to commence the Works two (02) weeks after receipt of the Engineer's notice to commence and to complete the whole of the Works within the Time for Completion stated in the Appendix to this Tender.

4. We undertake, if our Tender is accepted, to provide a performance security in an amount equivalent to 10% percent of the Contract Price for the due performance of the Contract, such performance security being in accordance with the requirements stated in the tender documents and the form prescribed therein.

5. We agree to abide by this Tender for a period of [Insert number of days in figures].....([Insert number of days in words]).days from the closing date for the submittal of tenders, and this Tender shall remain valid and binding upon us for the said duration and may be accepted by you at any time before expiry of the period stated.

6. Until a formal contract is prepared and executed, this Tender and your written acceptance thereof shall constitute a binding contract between us.

7. We confirm that we recognize that you are not bound to accept the lowest or any other bid received by you.

Yours truly,

[Name of Tenderer]

By:

[Signature of Authorized Representative]

[Name of Authorized Representative]

[Designation/Capacity]

Witness:

[Signature]

[Name ]

[Occupation]

[Address]

# SECTION III. APPENDIX TO INFORMATION TO BIDDERS

|  |  |
| --- | --- |
| **ITB 1.1** | The number of the Invitation for Bids is : |
| **ITB 1.1** | The Employer is: *Ministry of Environment and Energy* |
| **ITB 1.1** | The name of the ICB is: Installation of Waste to Energy Boiler on the Incinerator at R. Vandhoo Regional Waste Management Centre  The identification numberof the ICB is: TES/2016/G-005-R03  The number and identification of lots (contracts)comprising this ICB is: |
| **ITB 3.1** | The Financing Institution is: *Abu Dhabi Fund for Development* |
| **ITB 3.1** | The name of the Project is: *Small Scale Waste to Energy Project* |
| **ITB 5** | Ruling Language: English  Language for communication: English  Language for Bid: English |
| **ITB 6** | The Bidder shall submit with its bid the following additional documents: |
| **ITB 10** | Alternative bids are not permitted. |
| **ITB 13** | For **clarification purposes** only, the Employer’s address is:  Attention: Mr.Ahmed Mujuthabaa  Street Address: Ameeneemagu  Floor/Room number: Ground Floor  City: Male  ZIP Code:  Country: Maldives  Telephone: 3349191  Facsimile number: 3320706  Electronic mail address: [tender@finance.gov.mv](mailto:tender@finance.gov.mv) |
| **ITB 14** | A Pre-Bid meeting shall not take place at the following date, time and place:  Date: NA  Time: NA  Place: NA  A site visit conducted by the Employer organized |
| **ITB 19.2** | Named place of final destination is: *R.Vandhoo (Raa Atoll)* |
| **ITB 20** | The currency(ies) of the bid shall be as follows: *USD or MVR (Maldivian Ruffiya)* |
| **ITB 21** | The bid validity period shall be 180 days. |
| **ITB 23.1** | Bid shall include a bid security (issued by bank or surety);  the amount of the bid security shall be MVR 50,000/- or its equivalent in a convertible currency. |
| **ITB 23.5** | If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Employer for a period of 2 years. |
| **ITB 25** | In addition to the original of the bid, the number of copies is: 3 copies |
| **ITB 28** | For **bid submission purposes** only, the Employer’s address is :  Attention: Mr.Ahmed Mujuthaba  Street Address: Public Procurement Section / Ministry of Finance and Treasury  Floor/Room number: 5th Floor  City: Male  ZIP Code:  Country: Maldives  **The deadline for bid submission is:**  Date: 13th March 2017  Time: 1000hrs |
| **ITB 30.1** | The bid opening shall take place at:  Street Address: Public Procurement Section / Ministry of Finance and Treasury  Floor/Room number: 5th Floor  City : Male  Country: Maldives  Date: 13th March 2017  Time: 1000hrs |

# SECTION IV. EVALUATION AND QUALIFICATION CRITERIA

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with the instruction to bidders, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Annex III, Technical Forms.

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.

Value of single contract - Exchange rate prevailing on the date of the contract. Exchange rates shall be taken from the publicly available source identified in the ITB 36. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

## 1. Evaluation

In addition to the criteria listed in ITB 30-38 the following criteria shall apply:

### 1.1 Assessment of adequacy of Technical Proposal with Requirements

## 2. Qualification

### 2.1 Update of Information

The Bidder shall continue to meet the criteria used at the time of prequalification.

### 2.2 Specialized Subcontractors

Only the specialized subcontractors as approved by the Employer will be considered. The specialized subcontractor shall continue to meet the criteria used at the time of prequalification. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

### 2.3 Financial Resources

Using the relevant Forms in Annex III, the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

(i) The overall cash flow requirements for this contract and its current Works commitment: USD 6,000,000.00

### 2.3 Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Position** | **Total Work Experience (years)** | **In Similar Works Experience**  **(years)** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| …. |  |  |  |

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Annex III.

### 2.4 Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter:

|  |  |  |
| --- | --- | --- |
| **No.** | **Equipment Type and Characteristics** | **Minimum Number required** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| …. |  |  |

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Annex III.

# SECTION V. CONDITIONS OF CONTRACT

## PART I: GENERAL CONDITIONS

The Conditions of Contract comprise the “General Conditions”, which form part of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer”, First Edition 1999 published by Fédération Internationale des Ingénieurs-Conseils (FIDIC), and the following “Particular Conditions”, which include amendments and additions to such General Conditions.

Copies of FIDIC Conditions of Contract, referred to above, may be obtained from:

FIDIC Secretariat

P.O. Box 86

CH 1000 Lausanne 12

Switzerland

Fax No: +41 21 653 5432

Refer to above FIDIC document which is an integral part of this Contract.

## PART II: ANNEX TO GENERAL CONDITIONS OF CONTRACT

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Item of General Conditions of Contract** | | | | **Sub-Clause** | **Data** | | | |
| Time for Completion of the Works | | | | 1.1.3.3 | 24 months | | | |
| Defects Notification Period | | | | 1.1.3.7 | 365 days | | | |
| Electronic Transmission Systems | | | | 1.3 | Electronic mail and Facsimile | | | |
| Governing Law | | | | 1.4 | Laws of the Maldives | | | |
| Ruling Language | | | | 1.4 | English | | | |
| Language for communications | | | | 1.4 | English | | | |
| Time for access to the Site | | | | 2.1 | Within 7 days after the signing of the Agreement | | | |
| Amount of Performance Security | | | | 4.2 | 10% of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable | | | |
| Normal working hours | | | | 6.5 | 6 days a week, 10 hrs per day. | | | |
| Delay damages for the Works | | | | 8.7 & 14.15(b) | 0.1% of the final Contract Price per day, in the currencies and proportions in which the Contract Price is payable | | | |
| Maximum amount of delay damages | | | | 8.7 | 10% of the final Contract Price | | | |
| *If there are Provisional Sums:*  Percentage for adjustment of Provisional Sums | | | | 13.5 (b) | 2% | | | |
| *If Sub-Clause 13.8 applies:*  Adjustments for Changes in Cost; Table(s) of adjustment data | | | | 13.8 | For payments of each month / [YEAR] in Maldivian Rufiyaa currency. Contractor shall only claim for the material included in the material list attached in Section IX – Annexures of this contract. | | | |
|  | Coefficient;  Scope of index | Country of origin; currency index | | | Source of index; Title/definition | | Value on stated date(s)\* | |
| Value | Date |
| a= | 0.10 Fixed | Maldives, MVR | | | Ministry of Housing and Infrastructure |  | |  |
| b= | 0.2 |
| c= | 0.15 |
| d= | 0.55 |
| \*These values and dates confirm the definition of each index, but do not define Base Date indices | | | | | | | | |
| Total advance payment | | | 14.2 | | 15% of the Accepted Contract Amount | | | |
| Number and timing of instalments | | | 14.2 | | Single instalment to be claimed within 28 days from Commencement Date | | | |
| Currencies and proportions | | | 14.2 | | 100% on United States Dollars | | | |
| Start repayment of advance payment | | | 14.2 (a) | | From the first interim certificate | | | |
| Repayment amortisation of advance payment | | | 14.2 (b) | | 20% | | | |
| Percentage of Retention | | | 14.3 | | 10% | | | |
| Limit of Retention Money | | | 14.3 | | 5% of the Final Contract Price | | | |
| *If Sub-Clause 14.5 applies:*  Plant and Materials for payment when shipped en route to the Site | | | 14.5 (b) | | This Sub-Clause is not applicable | | | |
| Plant and Materials for payment when delivered to the Site | | | 14.5 (c) | | This Sub-Clause is not applicable | | | |
| Minimum amount of Interim Payment Certificates | | | 14.6 | | 5% of the Accepted Contract Amount | | | |
| Currency of payment | | | 14.15 | | United States Dollars | | | |
| Periods for submission of insurance   1. Evidence of insurance 2. Relevant policies | | | 18.1  18.1 | | 28 days  28 days | | | |
| Maximum amount of deductibles for insurance of the Employer’s risks | | | 18.2 (d) | | USD 100,000.00 | | | |
| Minimum amount of third party insurance | | | 18.3 | | USD 1,000,000.00 | | | |
| Date by which the DAB shall be appointed | | | 20.2 | | 28 days after the Commencement Date | | | |
| The DAB shall be | | | 20.2 | | A DAB of three Members | | | |
| Appointment (if not agreed) to be made by | | | 20.3 | | Tender Evaluation Board | | | |

## PART III: PARTICULAR CONDITIONS OF CONTRACT

The Conditions of Contract comprise the “General Conditions”, which form part of the “Conditions of Contract for Construction” First Edition 1999 published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), and the following “Particular Conditions”, which include amendments and additions to such General Conditions.

| **Item of Particular Conditions of Contract** | **Sub-Clause** | **Data** |
| --- | --- | --- |
| **Clause 1** | | |
| Confidentiality | 1.15 | Insert Additional Sub-Clause as follows  The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous agreement of the Employer. |
| Interpretation | 1.2 | At the end of Sub-Clause 1.2, insert:  In these Conditions, provisions including the expression “Cost plus reasonable profit” require this profit to be one-twentieth (5%) of this Cost. |
| Priority of Documents | 1.5 | Delete only the sequence for which the priority of documents shall be in accordance with, and substitute with:  (a) the Contract Agreement (if any),  (b) Minutes of any Contract Negotiations,  (c) the Letter of Acceptance,  (d) the Letter of Tender,  (e) the Particular Conditions,  (f) the General Conditions,  (g) the BoQ,  (h) technical Specifications,  (i) detailed design report and detail drawings, and  (J) the Schedules and any other documents forming part of the Contract. |
| **Clause 2** | | |
| Right of Access to the Site | 2.1 | Delete (b) in the third paragraph of this Sub-Clause. |
| **Clause 3** | | |
| Management Meetings | 3.6 | Insert this additional Sub-Clause 3.6 at the end of Sub-Clause 3.5:  The Engineer or the Contractor’s Representative may require the other to attend a management meeting in order to review the arrangements for future work. The Engineer shall record the business of management meetings and supply copies of the record to those attending the meeting and to the Employer. In the record, responsibilities for any actions to be taken shall be in accordance with the Contract. |
| **Clause 4** | | |
| Performance Security | 4.2 | At the end of the second paragraph of Sub-Clause 4.2, insert:  If the Performance Security is in the form of a bank guarantee, it shall be issued either (a) by a bank located in the Country, or (b) directly by a foreign bank acceptable to the Employer. If the Performance Security is not in the form of a bank guarantee, it shall be furnished by a financial entity registered, or licensed to do business, in the Country. |
| Subcontractors | 4.4 | Add sub-clause 4.4 (e):  Contractor shall not sub-contract more than, the lesser value of 100% of the volume of works Works or 30% of the entire works. As specified in the Appendix to Tender, if the Contractor plans to sub-contract more than 10% of the works, the details of the sub-contractor should be included in the bid document. For works less than 10% of the Contract, Subcontractors would be allowed following the prior consent of the Engineer. |
| Unforseeable Physical conditions | 4.12 | Substitute the first paragraph of the sub-clause and replace with the following:  *“In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions. Hard rock ( beach rock and bed rock) areas or areas where excavation works cannot be carried out using normal methodology of works shall not be considered as unforeseeable under this clause.”*  Delete sub-paragraph(b) of sub-clause 4.12 and substitute with the following:  *b). payment for any such cost, fifty precent (50%) of which shall be included in the contract price (the balance fifty precent of the cost shall be borne by the contractor).* |
| Protection of the Environment | 4.18 | add sub paragraph as follows;  Contractor must comply with Environment Protection and Preservation Act 1993. The Contractor must adhere to all the requirements of the Environmental Impact Assessment (if any), which could include, but not limited to, mitigation measures, recommendations and environmental monitoring during construction stage. |
| **Clause 6** | | |
| Foreign Staff and Labour | 6.12 | Insert Additional Sub-Clause as follows:  The Contractor may import any personnel who are necessary for the execution of the Works. The Contractor must ensure that these personnel are provided with the required residence visas and work permits. The Contractor shall be responsible for the return to the place where they were recruited or to their domicile of imported Contractor’s Personnel. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial. |
| **Clause 7** | | |
| Source of Material | 7.9 | Insert Additional Sub-Clause as follows:  All Goods and shall have their origin in eligible source countries as defined by the financial institution(s) , Goods shall be transported by carriers from these eligible source countries, unless exempted by the Employer in writing on the basis of potential excessive costs or delays. Surety, insurance and banking services shall be provided by insurers and bankers from the eligible source countries. |
| **Clause 12** | | |
| Measurement and Evaluation |  | This Clause is not applicable in its entirety. |
| **Clause 13** | | |
| Variations and Adjustments |  | Delete the last sentence of Sub-Clause 13.3 and substitute:  Upon instructing or approving a variation, the Engineer shall proceed in accordance with Sub-Clause 3.5 to agree or determine adjustments to the Contract Price and to the schedule of payments under Sub-Clause 14.4. These adjustments shall include reasonable profit, and shall take account of the Contractor’s submissions under Sub-Clause 13.2 if applicable. |
| **Clause 14** | | |
| The Contract Price | 14.1 | Delete sub-paragraph (a) and (b) of Sub-Clause 14.1 and substitute:   1. the Contract Price shall be the lump sum Accepted Contract Amount and be subject to adjustments in accordance with the Contract; 2. All Goods imported by the Contractor into the Country shall be exempt from customs and other import duties, if the Employer’s prior written approval is obtained for import. The Employer shall endorse the necessary exemption documents prepared by the Contractor for presentation in order to clear the Goods through Customs, and shall also provide the following exemption documents: 3. Duty exemption documents issued by the necessary government office authorising the shipment for exemption. 4. Any other documents that will be required from the Government side for clearance of goods.   If exemption is not granted, the customs duties payable and paid by the Contractor shall be reimbursed by the Employer.  All imported Goods, which are not incorporated inor expended in connection with Works, shall be exported on completion of the Contract. If not exported, the Goods will be assessed for duties as applicable to the Goods involved in accordance with the Laws of the Country.  However, exemption may not available for:   1. Goods which are similar to those locally produced, unless they are not available in sufficient quantities or are of a different standard to that which is necessary for the Works; and 2. any element of duty or tax inherent in the price of goods or services procured in the Country, which shall be deemed to be included in the Accepted Contract Amount.   Port dues, quay dues and, except as set out above, any element of tax or duty inherent in the price of goods or services shall be deemed to be included in the Accepted Contract Amount.  Accepted Contract Amount shall include all taxes payable by the Contractor under the applicable Laws. Contractor shall pay all taxes due under the applicable Laws and submit for reimbursement of such expenses from the Employer. |
| Plant and Materials intended for the Works | 14.5 | This Sub-Clause is not applicable |
| **Clause 18** | | |
| Insurance against Damage to Property | 18.3 | Add the following sentence at the end of the Sub-Clause 18.3  Prior to commencing any excavation or using any heavy equipment in close proximity to third party properties, the Contractor shall at his own expense arrange his insurers to inspect such properties. He shall also prepare pre-operation condition reports of such properties including any photographs, as deemed appropriate, for future reference. |
| **Clause 20** | | |
| Arbitration | 20.6 | Add the following sub-paragraph (d) after (c)   1. theseat of Arbitration shall be Male’, Maldives. |

# SECTION VI.TECHNICAL SPECIFICATION

*See Separate Volume*

# SECTION VII.DRAWINGS

*See Separate Volume*

# SECTION VIII.BILL OF QUANTITIES

The description of the work items of the Bill of Quantities are for identification only, and are not intended to comprise a full comprehensive list of all operations required for completion of the Works. In this respect, this Schedule shall be read in conjunction with the Contract, the Specifications and the Drawings

The Scheduled Lump Sums, rates quoted in this Schedule shall be deemed to cover all the Contractor's obligations, commitments and liabilities under the Contract whether or not the same are particularly mentioned.

|  |
| --- |
| SECTION IX. EMPLOYERS REQUIREMENTS |

**Scope of Supply of Plant and Installation Services by the Contractor**

The scope of the Contract is the supply and erection of an additional steam turbine for of the MSW incineration plant of R. Vandhoo, including all necessary other equipment, and structures for the electrical connections to the all buildings and infrastructures.

The designed, constructed and delivered equipment shall fulfil the Employer’s Requirements specified in this Tender Dossier, National standards and the environmental protection legislation.

The anticipated end product will be:

1. Working Design,
2. in the case of significant amendments to the conceptual design - amended Construction permit and its initial issuance for the construction of the incineration plant for treatment of municipal waste at Vandhoo (Raa atoll) site,
3. Specification of the interfaces to the civil construction (foundation, building) and the overall site development,
4. Construction of the steam engine
5. Delivery of the facilities (machinery, and other equipment) and mobile machines, assembly, start-up, testing, trial operation, and facility acceptance and approval,
6. Delivery of the remaining equipment necessary for correct operation.

|  |
| --- |
| Specification |

|  |  |
| --- | --- |
| 1. **GENERAL** | The activities of supply in this specification cover the Manufacturing, Testing, Supply, Installation, Commissioning, Trial Operation, Performance and Acceptance Tests, Performance Guarantees Services, Training, etc. of one steam engine which is described in this document.  In this public procurement award documentation (hereinafter referred to tender documents) for the solution of the task is provided the approved conceptual design for the plant. The Tenderer is requested to submit an offer for this engine fulfilling all requirements, regulations and targets of these tender documents.  Proposals for admissible significant amendments to the approved Conceptual Design are not admitted.  All costs related to agreements and approval by the competent authority of the Working Design prepared by the Contractor, including all admissible substantial amendments, to the approved Conceptual Design, are to be borne by the Contractor.  The Contractor shall ensure the compliance of the working design with the conditions of the EIA Decision. |
| * 1. Scope of work and supply | The Contractor shall furnish all labour, materials, plant facilities and equipment, whether of temporary or of permanent nature, to perform the work necessary to design and construct the segregation plant.  The scope of supply includes also the necessary mobile machines as wheel loaders, excavators, trucks, etc. and containers as well as all spare and ware parts during the tests on completion, during the Defects Notification Period (DNP) and till issuing the Performance Certificate. |
| * 1. Design and Documentation | Preparing the complete design documentation in English language including the necessary agreements and permits in compliance with the National Law and Regulations, including further amendments |
| * 1. Working Design | The Working Design must be prepared on the basis of the National standards and norms and must obtain the required agreements, statements and permits by the competent authorities.  The Contractor may perform additional engineering and geological surveys in order to collect all the necessary information for preparation of the working design within the scope of the contract, if the Contractor decided that the available data are not sufficient.  These additional works will have to be approved by the National Authorities. |
| * 1. As-built documentation | During the construction the Contractor prepares as-built documentation in scope and contents as per the requirements of the National legislation. |
| 1. **ACTIVITIES** |  |
| * 1. Executing construction installation works and services | Executing construction and installation works, including:   1. construction of the engine and other possible construction facilities which may be required in compliance with the prepared design and implemented technology 2. supplying electric power and lighting the area as well as lightning protection into the engine 3. Delivery and assembly of the complete engine fulfilling the Employer’s Requirements. 4. Delivery of the remaining machines and equipment necessary for the correct operation of the engine according to the Employer’s Requirements. |
| * 1. Mechanical and electrical work | The Contractor shall furnish all labour, materials and work necessary to design, manufacture, make factory tests as required, work shop paint, deliver to site of Works, construct, erect, make field tests, make final painting, commissioning, carry out trial run and acceptance tests of all items and devices, including but not limited to:   1. motors and ancillaries 2. piping, valves and associated equipment 3. insulation 4. fire fighting facilities and tanks, 5. complete mechanical ventilation system 6. transformers and auxiliary transformers 7. voltage switchgears 8. DC system (rectifier and batteries), UPS installation 9. earthing and lightning protection, lighting system, industrial power outlets, cables, cable support structures, fire detection system and other miscellaneous electrical 10. complete instrumentation and control equipment for the main systems 11. the complete internal and external fire protection system including supply and installation of wet risers, hose reels, fire hydrants, automatic and manual alarm, extinguishers and foam generator, all the monitoring and fire fighting equipment.   The scope of supply further includes:   1. documents, drawings, etc. in full compliance with the Employer’s requirements including checking of civil, electrical, mechanical and other related engineering drawings with reference to the Contractor's scope of supply 2. all necessary applications and approvals to related competent authorities for electrical, fire protection, construction licence, etc. 3. all necessary equipment and calibrated instruments to carry out the performance tests 4. all necessary motors for ventilators, compressors, valves, cranes, etc. 5. all parts necessary for anchoring, grouting, alignment and installation of equipment, plant and steel structures especially base plates, frames, bolts, bars, bolt sleeves, grouting, etc., the fixing thereof in place, and the responsible supervision of fixing of the embedded parts 6. consumables 7. spare and wear parts for the entire plant 8. tools required for the maintenance of the entire plant   The Contractor must provide periodical supervision team of appropriate qualified experts for the whole Defect Notification Period (DNP), until the issuance of the Performance Certificate.  The Contractor has to ensure that all manufacturers of stand-alone equipment who will be responsible for repair and maintenance of their equipment after final taking over of the plant are being represented.  During installation, commissioning and before taking over certificate, the future operating staff of the Employer shall be trained by the Contractor. Moreover the operation during the DNP and performance tests will be monitored/supervised by the contractor, and in case of any problem the operating staff of the Employer shall be instructed and further trained by the Contractor. The instructions shall be in English language.  The Contractor shall make available, for the purpose of instruction, and all information necessary for the effective execution of the instruction programme.  The Contractor shall instruct and train the trainees in such a way that the operation, maintenance and, if necessary, repairs to the system can be handled competently by the respective personnel.  The Contractor shall provide all required notes, manuals, drawings, training aids etc. to supplement the construction, operation and maintenance instruction manuals and to enable the operating and maintenance staff to efficiently operate and maintain the works.  The types of the training aids and brands of the equipment shall be approved by the Engineer. All training materials shall be in English language. |
| * 1. Services | Start-up, testing, commissioning and trial (reliability) operation of the plant for regular operation, including a guarantee for delivering all the appropriate documents required in compliance with the National Construction Law for the Employer to obtain the permit for the operation.  Training the Employer’s personnel in operating the incineration plant must happens during the start-up and test run period. Each trained member of the personnel shall receive an appropriate certificate from the Contractor confirming appropriate training. |
| * 1. Consumables | The Contractor shall supply within this Contract all necessary consumables initially required (up to issuance of the Take Over Certificate of the whole Plant), such as water, fuel, lubricants, greases, chemicals, etc. for all equipment furnished by him under this Contract. The Contractor shall submit to the Engineer for approval, up to beginning of trial period, a complete tabulated consumables’ list for all consumables required, showing all locations where these consumables are required, the type of consumable, and the quantity for one refill/exchange. |
| * 1. Special equipment | The Contractor shall supply all necessary special tools for dismantling, maintenance, installation and adjustment of the supplied equipment. Tools and equipment for major inspections and measurements shall be included as well.  The tools, wrenches, etc. shall be unused and within the guarantee period. They shall be of the forged and polished chrome-vanadium type. Special tools and devices shall be provided with means for ready identification.  Suitable hardwood or steel boards arranged for wall mounting as well as tool carts and/or tool boxes shall be included in the delivery. The Contractor submits to the Engineer for approval an itemised list and description of all required tools, auxiliary devices, storage equipment, etc.  A complete list of maintenance equipment and special tools included in the scope of supply shall be submitted with the Bid.  The Contractor shall supply to the Employer, along with each item of special equipment supplied, three copies of the Manufacturer's Instructions Catalogue in English language. |
| 1. **OTHER WORK** |  |
| * 1. Clearance of Site | Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor’s Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site. |
| * 1. Work not included | With the exception of the following items, the engine supplied and erected by the Contractor shall be complete and operational in every respect:   1. All facilities outside the incineration internal boundary 2. external access roads 3. base plate 4. building |
| 1. **Compliance with the EMPLOYER’s Requirements** | All works undertaken, including the prepared designs, completed works, delivered materials, machines and equipment pertaining to the Contract should comply with the requirements of the technical specifications.  The Tenderer, on the basis of his knowledge and experience, should also include additional elements of the installation, equipment and operations which are not enumerated in the Employer’s Requirements but are relevant and necessary for ensuring proper functioning of the incineration plant, its efficiency and fulfilling the warranty conditions. The solutions submitted in the Bid shall guarantee the achievement of the objective e.g. the proper functioning of the incineration plant.  The properties of the materials and elements of the construction, machines and equipment shall comply with and pertain to the data described in the technical requirements. |
| 1. **Technical description** |  |
| * 1. General | The steam engine system includes but may not limited to the following.   1. Steam generator 2. Steam engine 3. Condenser (consisting) 4. Air cooler (consisting) 5. Condensate Tank 6. Condensate Pumps 7. Degasser 8. Boiler feed water pump |
| * 1. System description | The system description describes a system developed during the preliminary engineering. It is not intended to be prescriptive. Contractor may propose alternative arrangements provided that the basic system design criteria and system functional requirements are met.  The purpose of the steam engine is to produce enough electricity to feed the Regional Solid waste Management Facility in a closing loop. The contractor has to give the requirements of the building. This building will only be a weather protection. The control room and the other rooms necessary for the operation plant are located in a separate building which is not part of the contractors supply. The contractor has to specify the area for control room and workshop. |
| * 1. Design standards piping systems | The piping system must correspond to the actual state-of-the-art in the construction, operational safety and material condition of the equipment (EU, British or American standards) at the time of finishing the construction. When dimensioning and arrangement of all parts all thermodynamic, flow and resistance technical requirements, have to be considered. In the construction documents all dimensions and room temperatures must be included. It is to strive for the best possible utilization of space of the building. The subsequent maintenance possibility of building and system components must be observed.  The good accessibility the piping and system components must be ensured for assembly, welding, repair and inspection work as well as inspections during operation.  In the structural design of the pipeline system, it is noted that the tube systems are not biased. This must be ensured through appropriate measures. If a Bias is required, it has to be agreed.  Outgoing from the main strands and not constantly flowed through pipes, for example, Supply line to the safety valves , reducing and overflow stations must be connected to main lines that no condensate return takes place . For this purpose, suitable drainage points should be planned. Adequately dimensioned heat-up and holding lines must be provided.  The following minimum distances must be available considering all possible pipelines and pipeline movements:   1. between thermal insulation and building 100 mm 2. between adjacent pipe exterior parts including insulation 100 mm 3. horizontal distance between the pipes including insulation and the accessories (e.g. support structure) and the system parts for all operating and committing routes 750 mm 4. clear passage height above the main walkways and main courses 2.300 mm. Required escape routes have to be planned and kept clear.   In the design and arrangement of all the pipelines and the establishment of fixed point positions and guides or hangers weight, reaction forces and linear expansion of piping and subsequent parts must be considered. The introduction of forces and moments in subsequent components and aggregates of the water / steam system (eg: steam engine, boilers, tanks, pumps, heat exchangers, etc.) must be avoided or are within the permissible values. These parts of the plant may not be provided as fixed points. For collectors the introduced forces and torques must also be limited to the permissible value.  Pipelines that pass through walls have to be provided at these locations with thermo wells. Below the building top watertight masonry, penetrations are to be used.  Unless pipelines with heat and/ or sound insulation are provided, this must be considered in the pipeline planning. Pipes and heat or sound insulation are possible to run so that the insulation throughout can be attached by flattening or penetrations to other lines or equipment without interruption.  The supports must be designed such that deformations of the pipes cause undue stresses in operation and all incidents at any point of the pipes or their holders.  The pipes must have under all operating incidents the opportunity to freely stretch around the constructed values. The piping routing must be chosen so that no undue stresses occur as a result of thermal expansions disabled. It take into account also movements on units such as heat exchangers, pumps, etc.  By appropriate piping and proper arrangement of suspensions or supporting structures is to ensure that vibrations are so far prevents any impermissible stresses.  The pipe supports must be designed such that the pipelines cannot stand out from the supports.  The structural design of the pipeline system has to be made taking into account the permissible stress at the connection points.  All pipes have to be installed, so that a proper and complete filling, emptying, venting and draining is ensured and that as little drainage points are required.  Steam lines are at least in horizontal strands with a sufficient gradient of. 2% in the direction of flow, thus arise for the drainage points clear lows positions.  The water and condensate pipes, however, are planning a continuous rise in the horizontal strands, thus resulting unique venting points.  Drainage, ventilation shall be so located that no harmful interference to warm the pipes and can occur during operation and the system is not compromised by insufficient drainage of steam lines.  All drainage, emptying-, ventilation lines are merging at central locations and are viewable in the hopper or collector open. The respective hand valves are clear and easy to operate at the end of lines, to arrange about 1,2 m above the ground or stage level.  Drainage systems, vents, blow down lines each with double shut-off; at vents and drains that need to be in use regularly, the second barrier gets in the flow direction of a motor drive; each second barrier receives a throttling valve plug; separate lines of all blow downs, drains and vents to central stations with uniform sizes and pressure ratings.  Cones for drainage and vents should be located at least 2.0 m adjacent to the corresponding shut-off valves and can be observed when operating the valve.  The design of fittings includes all fittings; these are included in the scope of supply. For all valves command and installation, requirements of the respective valve manufacturer must be observed.  Valves must be clearly laid out, with the same good accessibility for observation, maintenance, repair and possible expansion. They must from the ground or from a main stage are reachable, if necessary, appropriate service platforms shall be provided.  Fittings, particularly for drainage and vents are, largely summarize to control positions that need to be accessible during operation. At locations where direct accessibility cannot be guaranteed, spindle extensions are provided.  Valves with direct flange mounted drives are basically to arrange with a vertical spindle. If this is not possible, additional supports are to be attached.  The minimum distance between fittings hand wheels should be 100 mm in compliance with all sorts of pipeline systems and pipeline movements.  There are precautions to avoid inadmissible pressure increases in line sections can be shut off by external warming  The changes in length that occur must be able to be absorbed by the pipes, without allowable deformations or excessive stress at the connection points, or to the support structures. It is not allowed to use compensators in pipes higher pressure and higher temperature |
| * 1. Support | The pipe wall thickness for dismounts, vents, drains, etc. is possible to adjust the main or base-pipe-wall-thickness. Supports, also high-pressure pipes are to carry out in any case as a reinforced neck. The transition of the weld between nozzle and pipe are ground notch-free with a radius corresponding to the pipe wall thickness, but at least 10 mm execute.  The length of weld should be such that at any separation of the connecting lead a faultless weld preparation, welding, heat treatment and possibly final weld inspection is possible. |
| * 1. Compounds | Basically welded joints are to be provided. The number of welds is to minimize. The use of flanged joints should be limited to cases where pipes, plant components or assemblies must be designed for operational testing and manufacturing reasons with flanges. |
| * 1. Steam boiler | The following design parameters are the basis of the supply of the engine  Flue gas volume flow: max. 17.520 Nm³/h  Flue gas volume flow: Design 11.100 Nm³/h  Flue gas volume flow: min. 6.670 Nm³/h  Inlet temperature: 950 °C  Outlet temperature: min. 180 °C  Pressure boiler feed water: 41 bars  Temperature entry: 108 °C  Temperature steam: 255 °C  Pressure steam: 41 bars |
| * 1. Steam engine | Pressure steam inlet: 41 bar  Temperature steam inlet: 255 °C  Amount of steam: max. 7.148 kg/h  Amount of steam: Design 4.533 kg/h  Amount of steam: min. 2.674 kg/h |
| * 1. Condenser | Amount of steam: max. 7.148 kg/h  Amount of steam: Design 4.533 kg/h  Amount of steam: min. 2.674 kg/h  cooling water  Inlet temperature: 70 °C  Outlet temperature: 90 °C  Volume flow: 165 m³/h |
| * 1. Air cooler | Cooling water: 90 °C  Outlet temperature: 70 °C  Volume flow: 3.400 kW |
| * 1. Condensate Tank | Volume: 4 m³  Diameter: 1,5 m  Height: 2 m  operating Pressure: 1 bar  operation temperature: 95 °C. |
| * 1. Condensate Pumps | volume flow: 10 m³/h  pressure boosting: 6 bar  el. Power: 1,1 kW |
| * 1. Degasser | Volume : 4 m³  design temperature: 130 °C  pressure: 6 bar |
| * 1. Boiler feed water pump | volume flow: 4 m³/h  pressure boosting: 45 bar  design temperature: 130°C  el. Power: 5,1 kW |
| * 1. Plant control system | The DCS has an open architecture for facility wide control and monitoring. The DCS has to collect information in the operator control room for monitoring and limited control by operation personnel. Control of individual equipment packages may be supervised by local programmable controllers or trough hardwired panels provided with the equipment. |
| * 1. Hardware | The supplier has to:   1. Design the DCS to be expandable to meet the future needs of the facility. As a minimum provide 20% spare I/O capacity and 50% spare processing capacity. 2. Provide redundancy in the configuration for components critical to the operation of the DCS or to programmable controller-type devices located in equipment packages including but not limited to power supplies, processors, I/O cards etc. Make the transfer to the redundant or standby components automatic and bumpless. “Critical components” are defined as those which cannot be replaced within 12 hours of failure or those which would negatively affect the overall operation of the plant in any way. 3. Provide a single Uninterruptible Power Supply (UPS) to support the entire DCS and associated operator consoles. Size the UPS to guarantee full control system operation for a minimum of 45 minutes following a plant power outage to allow for an orderly shutdown of the plant systems. Include control room lighting and other appurtenant equipment necessary to conduct operations in this requirement. 4. Provide fully redundancy for the plant communication data highway and the controller to I/O communication highways with both paths continually active. Ensure no single point of failure can cause complete loss of process control. Interfaces to local equipment systems that have redundant features are not required to be redundant. |
| * 1. Degree of automation | The design may require manual intervention by the operator at equipment local control consoles or panels in some instances. As a minimum communicate trouble alarm to the DCS to identify equipment problems that demand local attention.  Furnish the control room to contain the engineering and operation stations arranged in multi-station consoles and equipped with redundant communication ports to both the DCS and the plant Local Area Network (LAN). Ensure each station is capable of being independently powered, shut down, and restarted and that under proper access level authorization each station is capable of providing process monitor and control functions for any portion of the facility. |
| * 1. Alarm philosophy | The supplier has to implement an alarm management system to direct the operators attention to those alarms and systems requiring attention to prevent hazardous situation form developing and to minimize harmful impacts to equipment and personnel.  DCS has to be designed to be primary means of displaying alarms. The alarms has to be displayed, properly time and date stamped on the consoles in order of urgency and log to a data historian and alarm printer. |
| * 1. Monitoring philosophy | The supplier has to utilize process-like graphic displays at the DCS to accomplish normal operation monitoring and control. Also to provide overview graphics as required facilitating the safe operation of the facility.  Security features has to be built into the control consoles to prevent unauthorized access to console functions. The access to specific process displays, variables control points, system configuration and utilities must be limited by tuning key locks and multiple configurable level of password security. |
| 1. **Execution** |  |
| * 1. Design/ Engineering | The supplier has to provide all engineering and design for the system including the preparation and submittal of al drawings, equipment data sheets, P&ID´s, operation and maintenance manuals and other documents for the supplied equipment 4 (four) weeks after the contract get in force, the supplier has to provide all utility requirement information (amount of potable water, wastewater, power consumption etc.).  The contractor has also provided to the civil engineer relevant data like dimensions weights which are necessary for the design of the foundation.  The design has to be compliant with all the Maldives government regulations pertaining this work.  The supplier may proposal alternative design that meet stated design criteria. He has to submit all exceptions, clarification deviations and proposed alternatives to the specification for acceptance by the Engineer |
| * 1. Factory Testing | Before shipment the supplier has to do quality control and functional tests to demonstrate the quality of the equipment and the ability to the equipment to meet the requirements. The inspection will be made by a third party hired by the employer.  Part of the Factory Acceptance Test (FAT) is also the test of the controls and the implementation of a full functional control simulation of each completed control panel and MCC (if used).The supplier has to demonstrate the correct operation of each circuit, instrument loop, alarm and function including communication of output via TCP/ IP Ethernet. |
| * 1. Construction | The supplier has to:   1. Furnish all services, including all labor, materials, tools, supplies, consumables, technical, professional services, equipment, transportation, supervision, office or storage facilities, personal, protective equipment and test equipment necessary and required the system in accordance with the contract terms and conditions. 2. Prior to equipment installation the supplier has to check equipment foundations and other site conditions for compliance with requirements for installation. |
| 1. **Field test and commissioning** |  |
| * 1. Start up testing | The supplier has to conduct Site Acceptance Tests (SAT) at the site to demonstrate that performance the system meets the required operational requirements and guarantees.  The supplier has to perform a running test to check for excessive vibrations, leaks and proper operation of the equipment and controls. He has to simulate actual service conditions to the extent possible to verify performer.  The supplier has to perform al full functional control simulation of the DCS, control panel and PLC and to demonstrate correct operation of each circuit, instrument loop, alarm and function including communication of outputs via THP/IP Ethernet. |
| * 1. Commissioning | The supplier has to perform a 72 hour-test run during commissioning to prove the incineration system performance and compliance with the specification requirements and Maldives government regulations. |
| * 1. Training | The supplier has to provide a training program for the system operators, which also includes the training on the assembly and disassembly of the equipment required maintenance and operation.  The training consists of 1 (one) week class room training and 2 (two) weeks training on site. |

# SECTION X. - ANNEXURES

## ANNEX I - LIST OF MATERIALS FOR WHICH PRICE FLUCTUATION CLAUSE IS APPLICABLE

|  |  |
| --- | --- |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |
| 5. |  |
| 6. |  |
| 7. |  |
| 8. |  |

## ANNEX II - FORM OF AGREEMENT

**This Agreement** made the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2016,

Between Government of Maldives *represented by the* Ministry of Environment and Energy, Male’, Republic of Maldives (hereinafter called “the Employer”) of the one part, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.(hereinafter called “the Contractor”) of the other part.

**Whereas** the Employer desires that the Works known as “Installation of Waste to Energy Boiler on the Waste Incinerator at R.Vandhoo Regional Waste Management Centre” to be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects in accordance with the terms and conditions set forth in this Agreement for a total Accepted Contract Amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*in words*). therein,

**The Employer and the Contractor agree** as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
3. The Letter of Acceptance dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_.
4. The Letter of Tender dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
5. The Addenda nos. \_\_\_\_\_\_\_\_.
6. The Conditions of Contract;
7. The Specification;
8. The Drawings, and
9. The completed Bill of Quantities.
10. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
11. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

**In Witness** whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

For and Signed on behalf of:

|  |  |
| --- | --- |
| Employer:  ……………………………………… | Contractor:  …………………………………………. |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

In the presence of:

|  |  |
| --- | --- |
| Employer:  ……………………………………… | Contractor:  …………………………………………. |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## ANNEX III - TECHNICAL PROPOSAL

* Site Organization Chart
* Method Statement
* Mobilization Schedule
* Work Schedule
* Form EQU: Equipment
* Form PER-1: Proposed Personnel
* Form PER-2: Resume of Proposed Personnel
* Form PER-3: Proposed Subcontractors for Major Items of Plant and Installation Services

#### **Site Organization Chart**

#### **Method Statement**

#### **Mobilization Schedule**

Works Schedule

Form EQU: Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

|  |  |  |
| --- | --- | --- |
| Item of equipment | | |
| Equipment information | Name of manufacturer | Model and power rating |
|  | Capacity | Year of manufacture |
| Current status | Current location | |
|  | Details of current commitments | |
|  |  | |
| Source | Indicate source of the equipment  o Owned o Rented o Leased o Specially manufactured | |

Omit the following information for equipment owned by the Bidder.

|  |  |  |
| --- | --- | --- |
| Owner | Name of owner | |
|  | Address of owner | |
|  |  | |
|  | Telephone | Contact name and title |
|  | Fax | Telex |
| Agreements | Details of rental / lease / manufacture agreements specific to the project | |
|  |  | |
|  |  | |

#### **Form PER-1: Proposed Personnel**

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III. The data on their experience should be supplied using the Form below for each candidate.

|  |  |
| --- | --- |
| 1. | Title of position\* |
|  | Name |
| 2. | Title of position\* |
|  | Name |
| 3. | Title of position\* |
|  | Name |
| 4. | Title of position\* |
|  | Name |

\*As listed in Section III.

#### **Form PER-2: Resume of Proposed Personnel**

|  |
| --- |
| Name of Bidder |

|  |  |  |
| --- | --- | --- |
| Position | | |
| Personnel information | Name | Date of birth |
|  | Professional qualifications | |
| Present employment | Name of employer | |
|  | Address of employer | |
|  | Telephone | Contact (manager / personnel officer) |
|  | Fax | E-mail |
|  | Job title | Years with present employer |

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| From | To | Company / Project / Position / Relevant technical and management experience |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

## 

## ***Form PER-3:*** ***Proposed Subcontractors for Major Items of Plant and Installation Services***

A list of major items of Plant and Installation Services is provided below.

The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose more than one for each item.

|  |  |  |
| --- | --- | --- |
| Major Items of Plant and Installation Services | Proposed Subcontractors/Manufacturers | Nationality |
|  |  |  |
|  |  |  |
|  |  |  |

## ANNEX IV - BIDDERS QUALIFICATION FOLLOWING PREQUALIFICATION

The Bidder shall update the information given during the corresponding prequalification exercise to demonstrate that he continues to meet the criteria used at the time of prequalification regarding:

(a) Eligibility

(b) Pending Litigation

(c) Financial Situation

For this purpose, the Bidder shall use the following relevant forms included in this Section:

* Form ELI -1.1 - Bidder Information Form
* Form ELI -1.2 - Bidder's JV Information Form
* Form CON - 2 - Historical Contract Non-Performance, Pending Litigation and Litigation History
* Form FIN - 3.1 - Financial Situation and Performance
* Form FIN - 3.2 - Average Annual Construction Turnover
* Form FIN - 3.3 - Bank Guarantee for Advance Payment
* Form EXP - 2.4.1 Experience - General Experience
* Form EXP – 2.4.2(a) Specific Experience
* Form EXP – 2.4.2(b) Specific Experience in Key Activities

#### **Form ELI -1.1**

Bidder Information Form

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
ICB/MC No. and title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Page \_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_pages

|  |
| --- |
| Bidder's name |
| In case of Joint Venture (JV), name of each member: |
| Bidder's actual or intended country of registration:  [indicate country of Constitution] |
| Bidder's actual or intended year of incorporation: |
| Bidder's legal address [in country of registration]: |
| Bidder's authorized representative information  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone/Fax numbers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. Attached are copies of original documents of:  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3.  🞎 In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.  🞎 In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing:   * Legal and financial autonomy * Operation under commercial law * Establishing that the Bidder is not dependent agency of the Employer   2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

#### **Form ELI -1.2**

Bidder's JV Information Form

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
ICB/MC No. and title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Page \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_ pages

|  |
| --- |
| Bidder’s name: |
| Bidder's Party name: |
| Bidder's Party country of registration: |
| Bidder Party's year of constitution: |
| Bidder Party's legal address in country of constitution: |
| Bidder Party's authorized representative information  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone/Fax numbers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. Attached are copies of original documents of  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.  🞎 In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.  2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

#### **Form CON – 2**

Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Joint Venture Party Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
ICB/MC No. and title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Page \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_pages

|  |  |  |  |
| --- | --- | --- | --- |
| Non-Performed Contracts in accordance with Section III, Evaluation Criteria and Qualifications | | | |
| 🞎 Contract non-performance did not occur since 1st January [insert year] specified in Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.1.  🞎 Contract(s) not performed since 1st January [insert year] specified in Section III, Evaluation Criteria and Qualifications, requirement 2.1 | | | |
| Year | Non- performed portion of contract | Contract Identification | Total Contract Amount (current value, currency, exchange rate and US$ equivalent) |
|  |  | Contract Identification:  Name of Employer:  Address of Employer:  Reason(s) for non performance: |  |
| Pending Litigation, in accordance with Section III, Evaluation Criteria and Qualifications | | | |
| 🞎 No pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, | | | |
| 🞎 Pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor | | | |

#### **Form CON – 2 (continued)**

|  |  |  |  |
| --- | --- | --- | --- |
| Year of dispute | Amount in dispute (currency) | Contract Identification | Total Contract Amount |
|  |  | Contract Identification: \_\_\_\_\_\_\_\_\_  Name of Employer: \_\_\_\_\_\_\_\_\_\_\_\_  Address of Employer: \_\_\_\_\_\_\_\_\_\_  Matter in dispute: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Party who initiated the dispute: \_\_\_\_  Status of dispute: \_\_\_\_\_\_\_\_\_\_\_ |  |
|  |  |  |  |

#### **Form FIN – 3.1**

Financial Situation and Performance

Bidder’s Name: Date:

Bidder’s Party Name:

ICB/MC No. and title:

Page \_\_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_pages

**1. Financial data**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Type of Financial information in  (currency) | Historic information for previous \_\_\_\_\_\_\_\_\_years,  \_\_\_\_\_\_\_\_\_\_\_\_\_\_  (amount in currency, currency, exchange rate, USD equivalent) | | | | |
|  | Year 1 | Year 2 | Year 3 | Year4 | Year 5 |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) |  |  |  |  |  |
| Total Liabilities (TL) |  |  |  |  |  |
| Total Equity/Net Worth (NW) |  |  |  |  |  |
| Current Assets (CA) |  |  |  |  |  |
| Current Liabilities (CL) |  |  |  |  |  |
| Working Capital (WC) |  |  |  |  |  |
| Information from Income Statement | | | | | |
| Total Revenue (TR) |  |  |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |  |  |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities |  |  |  |  |  |

#### **Form FIN – 3.1 (continued)**

**2. Sources of Finance**

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

|  |  |  |
| --- | --- | --- |
| No. | Source of finance | Amount (US$ equivalent) |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
|  |  |  |

**3. Financial documents**

The Bidder and its parties shall provide copies of financial statements for 03 years pursuant Section III, Evaluation and Qualifications Criteria, The financial statements shall:

(a) reflect the financial situation of the Bidder or in case of JV member , and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

🞎 Attached are copies of financial statements[[1]](#footnote-1) for the 03 years required above; and complying with the requirements

#### **Form FIN - 3.2**

Average Annual Construction Turnover

Bidder's/Joint Venture Member's Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Bidder's Party Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
ICB/MC No. and title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Page \_\_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_pages

|  |  |  |  |
| --- | --- | --- | --- |
| Annual turnover data (construction only) | | | |
| Year | Amount  Currency | Exchange rate | USD equivalent |
| [indicate year] | [insert amount and indicate currency] |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Average Annual Construction Turnover \* |  |  |  |

\* See Section III, Evaluation and Qualification Criteria,

#### **Form FIN - 3.3**

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

To:

………………………………………………………*[name & address of Employer*]

……………………………………………………………………………………… …………..

*……………………………………………………………………………………… ……………………..*

*[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, of the above-mentioned Contract, ………… ………………………………………………………………………….*[name and address of Contractor]* (hereinafter called “the Contractor”) shall deposit with ……………………………… ……… ………… …… ……………………….. *[name of Employer]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of ……….*[amount of Guarantee]* ………………………………………………………………..*[amount in words]*.

We, the ………………… …………………………………… ……………………………………

*[Bank or Financial Institution]*, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to …………………………………………………. *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding \*……………………….. ………………………………… [*amount of Guarantee]……… ……………………………………………………………………… [amount in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between ………………………… ………… …………………….…….*[name of Employer]* and the Contractor, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

\* An amount is to be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, in Maldivian Rufiyaa.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until ………………………………………………*[name of Employer]* receives full repayment of the same amount from the Contractor.

Yours truly,

SIGNATURE AND SEAL: …………………………………………………………………..

NAME &ADDRESS OF BANK/INSTITUTION ……………………………………………….

#### **Form EXP 2.4.1**

Experience - General Experience

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JVA Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ICB No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

| **Starting Month / Year** | **Ending Month / Year** | **Years\*** | **Contract Identification** | **Role of Bidder** |
| --- | --- | --- | --- | --- |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:  Brief Description of the Works performed by the Bidder:  Name of Employer:  Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:  Brief Description of the Works performed by the Bidder:  Name of Employer:  Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:  Brief Description of the Works performed by the Bidder:  Name of Employer:  Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:  Brief Description of the Works performed by the Bidder:  Name of Employer:  Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:  Brief Description of the Works performed by the Bidder:  Name of Employer:  Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:  Brief Description of the Works performed by the Bidder:  Name of Employer:  Address: | \_\_\_\_\_\_\_\_\_ |

\*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

#### **Form EXP – 2.4.2(a)**

Specific Experience

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JVA Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ICB No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

| **Similar Contract Number: \_\_\_ of \_\_\_ required.** | **Information** | | |
| --- | --- | --- | --- |
| Contract Identification | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| Award date  Completion date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
|  |  | | |
| Role in Contract | Contractor | Management Contractor | Subcontractor |
| Total contract amount | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | US$\_\_\_\_\_\_\_\_\_\_ |
| If partner in a JVA or subcontractor, specify participation of total contract amount | \_\_\_\_\_\_\_\_\_\_% | \_\_\_\_\_\_\_\_\_\_\_\_\_ | US$\_\_\_\_\_\_\_ |
| Employer’s Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| Address:  Telephone/fax number:  E-mail: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |

#### **Form EXP – 2.4.2(a) (cont.)**

Specific Experience (cont.)

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

JVA Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

| **Similar Contract No. \_\_[insert specific number] of [total number of contracts] \_\_\_ required** | **Information** |
| --- | --- |
| Description of the similarity in accordance with Sub-Factor 2.4.2a) of Section III: |  |
| Amount | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Physical size | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Complexity | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Methods/Technology | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Physical Production Rate | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

#### **Form EXP – 2.4.2(b)**

Specific Experience in Key Activities

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JVA Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ICB No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subcontractor’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

|  | **Information** | | |
| --- | --- | --- | --- |
| Contract Identification | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| Award date  Completion date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| Role in Contract | Contractor | Management Contractor | Subcontractor |
| Total contract amount | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | US$\_\_\_\_\_\_\_\_ |
| If partner in a JVA or subcontractor, specify participation of total contract amount | \_\_\_\_\_\_\_\_\_\_% | \_\_\_\_\_\_\_\_\_\_\_\_\_ | US$\_\_\_\_\_\_\_\_ |
| Employer’s Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| Address:  Telephone/fax number:  E-mail: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |

#### **Form EXP – 2.4.2 (b)(cont.)**

Specific Experience in Key Activities (cont.)

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

JVA Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subcontractor’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  | **Information** |
| --- | --- |
| Description of the key activities in accordance with Sub-Factor 2.4.2b) of Section III: |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

1. If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified. [↑](#footnote-ref-1)