**Section 4**

**BIdding forms**

**PART A - LETTER OF BID & BID SECURITY**

Letter of Tender

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| **NOTE TO TENDERERS: Letter of Tender shall be in the Company Letter head.**  ***Note: All italicized text is for use in preparing these form and shall be deleted from the final products.*** |

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenderer’s Reference No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Procurement Reference No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To: Ms. Fathimath Rishfa Ahmed

Procurement Executive,

National Tender

Ministry of Finance

Male’, Republic of Maldives

We, the undersigned, declare that:

1. We have examined and have no reservations to the Tendering Documents, including Addenda issued in accordance with Instructions to Tenderers (ITT) Clause 8;
2. We offer to execute in conformity with the Tendering Documents of the following Works:

{**TES/2020/W-024 – Design and Build Basis for Construction of Water Supply and Sewerage Facilities in --- under Contractor Finance**};

1. The total lump-sum fixed price of our Tender, excluding Goods and Services Tax (GST) in item (d) and excluding any discounts offered in item (e) below is:
2. The amount for Goods and Services Tax (GST)

|  |  |  |  |
| --- | --- | --- | --- |
| **Lot Number** | **Lot Name** | **Price** | **Local Taxes** |
| LOT 1 | Design and Build of Provision of Water Supply and Sewerage Facilities in B. Dhonfanu under Contractor Finance |  |  |
| LOT 2 | Design and Build of Provision of Water Supply and Sewerage Facilities in B. Fehendhoo under Contractor Finance |  |  |
| LOT 3 | Design and Build of Provision of Water Supply and Sewerage Facilities in B. Fulhadhoo under Contractor Finance |  |  |
| LOT 4 | Design and Build of Provision of Water Supply and Sewerage Facilities in B. Kihaadhoo under Contractor Finance |  |  |
| LOT 5 | Design and Build of Provision of Water Supply and Sewerage Facilities in B. Kudarikilu under Contractor Finance |  |  |
| LOT 6 | Design and Build of Provision of Water Supply Facilities in K. Thulusdhoo under Contractor Finance |  |  |
| LOT 7 | Design and Build of Provision of Water Supply Facilities in N. Landhoo under Contractor Finance |  |  |
| LOT 8 | Design and Build of Provision of Water Supply and Sewerage Facilities in N. Magoodhoo under Contractor Finance |  |  |
| LOT 9 | Design and Build of Provision of Water Supply Facilities in N. Miladhoo under Contractor Finance |  |  |
| LOT 10 | Design and Build of Provision of Water Supply and Sewerage Facilities in Sh. Bilehfahi under Contractor Finance |  |  |
| LOT 11 | Design and Build of Provision of Water Supply and Sewerage Facilities in Sh. Noomara under Contractor Finance |  |  |

1. The discounts offered and the methodology for their application are: ………………………………;
2. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible and to complete the whole of the Works comprised in the Contract within*.*

|  |  |  |
| --- | --- | --- |
| **Lot Number** | **Lot Name** | **Duration** |
| LOT 1 | Design and Build of Provision of Water Supply and Sewerage Facilities in B. Dhonfanu under Contractor Finance |  |
| LOT 2 | Design and Build of Provision of Water Supply and Sewerage Facilities in B. Fehendhoo under Contractor Finance |  |
| LOT 3 | Design and Build of Provision of Water Supply and Sewerage Facilities in B. Fulhadhoo under Contractor Finance |  |
| LOT 4 | Design and Build of Provision of Water Supply and Sewerage Facilities in B. Kihaadhoo under Contractor Finance |  |
| LOT 5 | Design and Build of Provision of Water Supply and Sewerage Facilities in B. Kudarikilu under Contractor Finance |  |
| LOT 6 | Design and Build of Provision of Water Supply Facilities in K. Thulusdhoo under Contractor Finance |  |
| LOT 7 | Design and Build of Provision of Water Supply Facilities in N. Landhoo under Contractor Finance |  |
| LOT 8 | Design and Build of Provision of Water Supply and Sewerage Facilities in N. Magoodhoo under Contractor Finance |  |
| LOT 9 | Design and Build of Provision of Water Supply Facilities in N. Miladhoo under Contractor Finance |  |
| LOT 10 | Design and Build of Provision of Water Supply and Sewerage Facilities in Sh. Bilehfahi under Contractor Finance |  |
| LOT 11 | Design and Build of Provision of Water Supply and Sewerage Facilities in Sh. Noomara under Contractor Finance |  |

1. Our Tender shall be valid for a period of \_\_\_\_\_\_\_\_ {insert validity period as specified in ITB 18.1.] days from the date fixed for the Tender submission deadline in accordance with the Tendering Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. If price adjustment provisions apply, the Table(s) of Adjustment Data shall be considered part of this Tender;[[1]](#footnote-1)
3. If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering Document;
4. Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;
5. We, including any subcontractors or suppliers for any part of the contract, are eligible in accordance with ITT Sub-Clause 4.3 and do not have any conflict of interest in accordance with ITB 4.4;
6. We are not participating, as a Tenderer or as a subcontractor, in more than one Tender in this tendering process in accordance with ITB 4.4, other than alternative offers submitted in accordance with ITB 13;
7. Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been suspended from public procurement by the Government, under the laws or official regulations of the Republic of Maldives;
8. We are not a government owned entity/We are a government owned entity but meet the requirements of ITB 4.6;[[2]](#footnote-2)
9. We have paid, or will pay the following commissions, gratuities, or fees with respect to the tendering process or execution of the Contract:**[[3]](#footnote-3)**

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

1. We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
2. We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive; and
3. If awarded the contract, the person named below shall act as Contractor’s Representative: …………………………………………………………………….

|  |  |
| --- | --- |
| Signed: | ……………………........…{insert signature of authorised person} |
| Name: | ………………………..…{insert complete name of person signing} |
| In the capacity of: | …………….……….........{insert legal capacity of person signing} |
| Duly authorized to sign the tender for and on behalf of | ……………..…………….{insert complete name of Tenderer and Company stamp} |
| Date: | ……... day of ……….…………….. …………. {DD/MM/YY} |

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| Form of Tender Security (Bank Guarantee) |

The Issuing Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.

………………………………… {Bank’s Name, and Address of Issuing Branch or Office}

**Beneficiary:**  {Name and Address of Employer}

**Date:**

**TENDER GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ {name of the Tenderer} (hereinafter called "the Tenderer") has submitted to you its Tender dated \_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Tender") for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ {name of contract} under Invitation for Tenders No. \_\_\_\_\_\_\_\_\_\_\_ (“the IFB”).

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

At the request of the Tenderer, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ {name of Bank} hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ [amount in figures] (\_\_\_\_\_\_\_\_\_\_\_\_) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

(a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or

(b) having been notified of the acceptance of its Tender by the Employer during the period of Tender validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; and (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy your notification to the Tenderer of the name of the successful Tenderer; or (ii) {insert date}twenty-eight days after the expiration of the Tenderer’s Tender.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758

[signature(s]

Form of Bid-Securing Declaration

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

Bid No.: [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Employer]

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of *[insert number of months or years]* starting on *[insert date],* if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or

(b) having been notified of the acceptance of our Bid by the *Employer* during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

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

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

1. *Include if price adjustment provisions apply in the Contract in accordance with PCC Sub-Clause* ***13.8 Adjustments for Changes in Cost****.* [↑](#footnote-ref-1)
2. ***Use one of the two options as appropriate.*** [↑](#footnote-ref-2)
3. ***If none has been paid or is to be paid, indicate “none”.*** [↑](#footnote-ref-3)