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. ADDITIONAL INFORMATION

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Section 1

Instruction to Bidders

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**A. General**

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| **1. Scope of Bid** | **1.1** ThePurchaser as defined in the **Contract Data**, invites bids for the supply of Goods and Related Services incidental thereto as summarized in the Invitation to Bid. The name and identification number of the Bid is provided in the **Bid Data**.  0   * 1. The successful Bidder will be expected to supply the goods and related services thereto by the Intended Completion Date specified in the **Contract Data**. |
| **2. Source of Funds** | **2.1** The government of Maldives provides funds towards the cost of the Project, to cover eligible payments under the Contract for the Works. |
| **3. Eligible bidders** | **3.1** This Invitation to Bid is open to all contractors/suppliers who are registered as contractors or suppliers in accordance with the rules and regulations of the Maldives.   * 1. All bidders shall provide a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. |
| **4. Qualification of the Bidders** | **4.1** Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;   * 1. Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **Bidding Data**:  1. the bid shall include all the information requested in clause 4.1 above for each joint venture partner. 2. the bid shall be signed so as to be legally binding on all partners: 3. all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; 4. one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and 5. the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge |
| **5. One Bid Per Bidder** | **5.1** Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor) will cause all the proposals with the Bidder’s participation to be disqualified. |
| **6. Cost of Bidding** | **6.1** The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Purchaser will in no case be responsible or liable for those costs. |
| **7. Fraud and Corruption** | **7.1** It is the Government’s policy to require that Procuring Entities, as well as Tenderers, suppliers, and contractors and their subcontractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:  (a) defines, for the purposes of this provision, the terms set forth below as follows:   1. “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; 2. “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; 3. “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; 4. “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 a party; 5. “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 Government 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 Government’s inspection and audit rights provided for under sub-clause 3.1 (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 in whole or in part the portion of the contract if it determines at any time that representatives of the Procuring Entity engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Government having taken timely and appropriate action satisfactory to address such practices when they occur;  (d) will suspend a firm or individual from participation in public procurement, by declaring it ineligible, either indefinitely or for a stated period of time, to be awarded a Government funded contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Government funded contract; and  (e) will have the right to require that a provision be included in tendering documents and in contracts financed by the Government, requiring Tenderers, suppliers, and contractors and their sub-contractors to permit the Government to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Government. |

**B.** **Bidding Documents**

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| **8. Content of Bidding Documents** | **8.1** The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10:    Section 1 – Instruction to Bidders  Section 2 – Conditions of Contract  Section 3 – Special Conditions of Contract  Section 4 – Bid Data, Form of Bid, Form of Agreement and Contract Data  Section 5 – Letter of Acceptance  Section 6 – Form of Securities  Section 7 – Appendix to Bid  Section 8 – Technical Specifications  Section 9 – Additional Information  0 |
| **9. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting** | **9.1** The Bidder’s designated representative is invited to attend a Pre-Bid meeting, if provided for in the **Bid Data**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.  **9.2**  A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (“cable” includes telex and facsimile) at the Purchaser’s address indicated in **Bid Data**. The Purchaser will respond to any request for clarification received within the period specified in the **Bid Data**. Copies of the Purchaser’s response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source. |
| **10. Amendment of Bidding Documents** | **10.1** Before the deadline for submission of bids, the Purchaser may modify the bidding documents by issuing addenda. |
|  | **10.2** Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Purchaser. |
|  | **10.3** To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Sub-Clause 20.2 below. |

**C. Preparation of Bids**

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| **11. Language of Bid** | **11.1** All documents relating to the Bid shall be in the language specified in the **Bid Data**.  0 | |
| **12. Documents Comprising the Bid** | **12.1** The Bid submitted by the Bidder shall comprise the following:  (a) The Form of Bid (in the format indicated in Section 2);  (b) Bid Security (if required);  (c) Price Schedules;  (d) Documents required under Clause 4. “Qualification of Bidders”;  (e) Additional Information Forms in Section 9;  (f) Power of Attorney;  (g) Any other materials required to be completed and submitted by bidders, as specified in the **Bid Data**. | |
| **13. Bid Prices** | **13.1** The Contract shall be for the whole Works, as described in Sub-Clause 1.1, based on the price submitted in the Form of Bid, by the Bidder.  0  0  **13.2** All duties, taxes, and other levies payable by the Supplier under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by the Bidder.  0  0 | |
| **14. Currency of Bid** | **14.1** The unit rates and pricesshall be quoted by the currency stated in **Bid Data**.  14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. | |
| **15. Bid Validity** | **15.1** The Bids shall remain valid for a period specified in the **Bid Data** after the deadline for date of bid submission. |
|  | **15.2** In exceptional circumstances, the Purchaser may request that the bidders extend the period of validity for a specified additional period. The request and the bidders’ responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 16 in all respects. | |

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| **16. Bid Security** | **16.1** The Bidder shall furnish, as part of the Bid, a Bid Security in the amount specified in the **Bid Data** which shall be valid for the period specified in the **Bid Data**.  **16.2** The Bid Security shall, be in the form of a cashier’s check, or certified check, or a guarantee, or a bond from a bank located in the country of the Employer. The format of the Bid Security should be in accordance with the form of Bid Security included in Section 5, Volume 1, or another form acceptable to the Employer.  **16.3** Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Purchaser as non-responsive.  **16.4** The Bid security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 15.1.  **16.5** The Bid security of successful Bidders will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.  **16.6** The Bid Security may be forfeited  (a) If the bidders withdraws the Bid after the Bid opening during the period for Bid validity;  (b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 27; or  (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:  (i) sign the Agreement; or  (ii) Furnish the required Performance Security. |
| **18. Format and Signing of Bid** | **18.1** The Bidder shall prepare one original and one copy of the documents comprising the Bid as described in Clause 8 & Clause 12 of these Instructions to Bidders and clearly mark as “**ORIGINAL**”and **“COPY”.**  **18.2** The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.  **18.3** The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Purchaser, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid. |

**D. Submission of Bids**

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| **19. Sealing and Marking of Bids** | **19.1** The Bidder shall seal the original and copy in an envelope.  **19.2** The envelope shall:   1. bear the name and address of the bidder; 2. be addressed to the Purchaser at the address provided in the **Bid Data** pursuant to ITB 20.1; 3. bear the name and identification number of the Contract as defined in the **Bid Data** pursuant to ITB 1.1; and 4. provide a warning not to open before the specified time and date for Bid opening as stated in **Bid Data** pursuant to ITB 20.1   0  **19.3** If the envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid. |
| **20. Deadline for Submission of Bids** | **20.1** Bids shall be delivered to the Purchaser at the address and no later than the time and date specified in the **Bid Data**. |
|  | **20.2** The Purchaser may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Purchaser and the bidders previously subject to the original deadline will then be subject to the new deadline. |
| **21. Late Bids** | **21.1** Any Bid received by the Purchaser after the deadline prescribed in Clause 20 will be returned unopened to the Bidder. |

**E. Bid Opening and Evaluation**

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| **23. Bid Opening** | **23.1** The Purchaser will open the bids, in the presence of the bidders’ representatives who choose to attend at the time and in the place specified in the **Bid Data**.  **23.2** The bidders’ names, the Bid prices, the total amount of each Bid and the presence or absence of Bid Security, and such other details as the Purchaser may consider appropriate, will be announced by the Purchaser at the opening.  **23.3** The Purchaser will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.2  0 |
| **24. Process to be Confidential** | **24.1** Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Purchaser’s processing of bids or award decisions may result in the rejection of his Bid. |
| **25. Clarification of Bids** | **25.1** To assist in the examination, evaluation, and comparison of bids, the Purchaser may, at the Purchaser’s discretion, ask any Bidder for clarification of the Bidder’s Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids in accordance with Clause 27.  0 |
| **26. Examination of Bids and Determina­tion of Responsive­ness** | **26.1** Prior to the evaluation of bids, the Purchaser will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. |
|  | **26.3** If a Bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation. |
| **27. Correction of Errors** | **27.1** Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser as follows:  (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and  (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.  0  **27.2** The amount stated in the Bid will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 16.6(b). |
| **29.Evaluation and Comparison of Bids** | **29.1** The Purchaser will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26.1.  **29.2** In evaluating the bids, the Purchaser will determine for each Bid:   1. the evaluated Bid price making any correction for errors pursuant to Clause 27; and, 2. technical aspects of the bid submitted to confirm with the requirements specified in Technical Specifications and/or employer’s requirements; and, 3. any other evaluation critera as mentioned in **Bid Data**.     **29.3** The Purchaser reserves the right to accept or reject any variation, deviation, or alternative offer. Variation, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Purchaser will not be taken into account in Bid evaluation. |

**F. Award of Contract**

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| **31. Award Criteria** | **31.1** Subject to Clause 32, the Purchaser 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, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, |
| **32. Purchaser’s Right to Accept any Bid and to Reject any or all Bids** | **32.1** Not withstanding Clause 29, the Purchaser reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser’s action.  0 |
| **33. Notification of Award and Signing of Agree­ment** | **33.1** The Bidder whose Bid has been accepted will be notified of the award by the Purchaser prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Purchaser will pay the Supplier in consideration of the execution, completion, and maintenance of the Works by the Supplier as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”). |
|  | **33.2** The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with Clause 34 and signing the Agreement in accordance with Sub-Clause 33.3. |
|  | **33.3** The Agreement will incorporate all agreements between the Purchaser and the successful Bidder. It will be signed by the Purchaser and sent to the successful Bidder, **within 28 days** following the notification of award along with the Letter of Acceptance. **Within 21 days** of receipt, the successful Bidder will sign the Agreement and deliver it to the Purchaser. |
|  | **33.4** Upon the furnishing by the successful Bidder of the Performance Security, the Purchaser will promptly notify the other bidders that their bids have been unsuccessful. |
| **34. Perform­ance Security** | **34.1** **Within 21 days** after receipt of the Letter of Acceptance the successful Bidder shall deliver to the Purchaser a Performance Security in the form of a Bank Guarantee in an amount specified in the Contract Data, denominated in the types and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.  0 |
|  | **34.3** If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Purchaser. |
|  | **34.4** Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. |
| **35. Advance Payment and Security** | **35.1** The Purchaser will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to a maximum amount,as stated in the Contract Data, upon submission of an Advance Payment Guarantee (refer Section 6, Form of Securities), from a reputed bank acceptable to the Purchaser.  0 |
| **36. Adjudicator** | **36.1** The Purchaser proposes the person named in the Bid Data to be appointed as Adjudicator under the Contract. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. |

Section 2

General Conditions of Contract

(the General Conditions of the Contract, should be read in conjunction with the Contract data and other documents listed therein)

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| **1. Definitions** | **1.1** In this contract, the following terms shall be interpreted as indicated.  The **Purchaser** means the (Purchaser)  **Supplier** means the individual or firm supplying the Goods and the Services under this Contract.  **Purchaser’s Country** means the country named in the Special Conditions of Contract.  The **Contract** is the agreement entered into between the Purchaser and the Supplier, as recorded in the Form of Agreement signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.  The **Contract Price** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.  The **Goods** means all of the equipments, machinery and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.. |
|  | **Services** means those services ancillary to the supply of the Goods, including but not limited to any incidental services, such as installation, commissioning, and provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.  **GCC** means General Conditions of Contract as in this section.  **SCC** means Special Conditions of Contract.  **Days** means calendar days. |
| **2. Application** | **2.1** These General Conditions shall apply to the extent that the provisions of other parts of the Contract do not supersede them. |
| **3. Country of origin** | **3.1** Unless otherwise specified in the Appendix to Bid, all Goods and Services supplied under the Contract may have their origin in any country of the world.  **3.2** The origin of Goods and Services is distinct from the nationality of the Supplier; unless otherwise specified in the Appendix of Bid; the nationality of the Supplier is not restricted. |
| **4. Standards** | **4.1** The Goods supplied under this Contract shall confirm to the standard stated in the Technical Specifications, and when no applicable standard is stated, to the authoritative standards appropriate to the Goods’ country of origin and such standards shall be the latest issued by the authorizing institution. |
| **5. Use of Contract Document and Information** | **5.1** The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specifications, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any persons other than a person employed by the Supplier in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performances.  **5.2** The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for the purposes of performing the Contract.  **5.3** Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser. |
| **6. Patent Rights** | **6.1** The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from the use of Goods or any part thereof. |
| **7. Inspections and tests** | **7.1** The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Technical Specifications and/ or the SCC shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.   * 1. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods’ final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no cost top the Purchaser.   **7.3** Should any inspected or tested Goods fail to conform to the Technical Specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make alterations necessary to meet Technical Specifications requirements at no cost to the Purchaser.  **7.4** The Purchaser’s right to inspect, test and, where necessary, reject the Goods after the Goods’ arrival in the Purchaser’s country shall in no way be limited or waived by reason of the Goods having previously inspected, tested and passed by the Purchaser or its representative prior to the Goods’ shipment from the country of origin.  **7.5** Nothing in this clause or action taken pursuant to it shall in any way release the Supplier from any warranty or other obligations under this Contract. |
| **8. Packing** | **8.1** The Supplier shall provide such packing of the Goods as is required to prevent damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit. The Supplier shall determine what measures are necessary to comply with the requirements of this clause. Damage sustained by the provision of inappropriate packing, as determined by the Purchaser, shall be made good at the Supplier’s cost. |
| **9. Delivery and Documents** | **9.1** Delivery of the Goods shall be made by the Supplier in accordance with the terms contained in Clause 9.2 below, the terms indicated by the Purchaser in its Technical Specifications and/or the SCC.  **9.2** For the purposes of the Contract “FOB”, “CFR”, “CIP”, “DAF”, and other trade terms used to describe the obligations of the parties shall have the meanings assigned to terms by the current edition of the International Rules of Interpretation of the Trade Terms published by the International Chamber of Commerce, Paris and commonly referred to as INCOTERMS.  **9.3** All necessary documents as listed in the Technical Specifications and/or the SCC shall be provided to the Purchaser at least 7 days before the Goods are delivered to the Port of Destination. |
| **10. Insurance** | **10.1** The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery for the amount specified in Appendix to Bid.  **10.2** Where the delivery of the Goods is required by the Purchaser on the CIF basis, the Supplier shall arrange and pay for the marine insurance, naming the Purchaser as the beneficiary. Where delivery is on an FOB or CFR basis, marine insurance shall be responsibly of the Purchaser. |
| **11. Transportation** | **11.1** Where the Supplier is required under the Contract to deliver the Goods FOB. Transport of the Goods up to and including to the point of loading the Goods onboard the vessel at the specified port of loading, shall be arranged and paid by the supplier, and the cost thereof shall be included in the Contract Price.  **11.2** Where the Supplier is required under the Contract to deliver the Goods CFR or CIF, or to a specified destination within the Purchaser’s country, transport of the Goods to the port of discharge or such other point of destination in the Purchaser’s country as shall be specified in the Contract shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.  **11.3** Where the Supplier is required to effect delivery under any other terms, for example, by post or to another address in the source country, the Supplier shall be required to meet all transport and storage expenses until delivery.  **11.4** In all of the above cases, transportation of the Goods after delivery to the destination specified in the Contract shall be the responsibility of the Supplier.  **11.5** Where the Supplier is required under the Contract to deliver the Goods CIF, no further restriction shall be placed on the choice of ocean carrier. Where the Supplier is required under the Contract (i) to deliver the Goods’ FOB, and (ii) to arrange on behalf and at the expense of the Purchaser for ocean transportation on specified conference vessel or on national flag carriers of the Purchaser’s country, the Supplier may arrange for such transportation on alternative caries if the specified conference or vessels or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract. |
| **12. Incidental Services** | **12.1** The Supplier may be required to provide any or all of the following services, including additional services , if any, stated in the Technical Specifications;   * + 1. Performance or supervision of on-site assembly and/or start-up of the supplied Goods.     2. Furnishing of special tools required for assembly and/or maintenance of the supplied Goods to generally be determined by the Supplier, the Supplier shall provide a specific description and price of each tool, including its manufacturer and any standard to which it is manufactured.     3. Furnishing of Detailed operations and maintenance manual for each appropriate unit of the supplied Goods.     4. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract.   **12.2** The cost of preceding incidental services, shall be shown as separate items and included in the Contract Price, it shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. |
| **13. Warranty** | **13.1** The supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser’s Specifications) or from any act of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.  **13.2** This warranty shall remain valid for the period indicated in the Appendix to Bid after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or in the case of an FOB delivery the period indicated in the Appendix to Bid after the date of shipment from the port of loading in the source country, whichever period concludes earlier.  **13.3** The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.  **13.4** Upon receipt of such notice, the Supplier shall within the period specified in the Appendix to Bid and with all the reasonable speed, repair or replace the defective Goods or parts of thereof, without costs to the Purchaser.  **13.5** If the Supplier, having been notified, fails to remedy the defect(s) within the period stated in the Appendix to Bid, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. |
| **14. Payment** | **14.1** The Supplier’s request for payment shall be made in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 9 and upon fulfilment of all other obligations stipulated in the Contract.  **14.2** Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it. If the Purchaser makes a late payment, the Supplier shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for the currency in which payments are made  **14.3** Unless otherwise stated, all payments and deductions will be paid or charged in the proportions of currencies comprising the Contract Price.  **14.4** Items for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.  **14.5** All payments made to the supplier under this contract shall be in currency specified in the **appendix to bid**. |
| **15. Prices** | **15.1** The Contract Prices will be fixed prices without price adjustments for any increases in cost, except where the Supply of Goods may be on a long-term basis in which case a Price Adjustment will be allowed in accordance with principle of the formula stated in Clause 15.2  **15.2** Price charged by the Supplier for Goods delivered and Services performed under the Contract shall not, with the exception of any price adjustments authorized in the Appendix to Bid, vary from the prices quoted by the Supplier in his Bid. However, if a Contract awarded on a fixed-price basis is delayed beyond the original validity period, the successful Bidder’s Bid Price shall be increased for each week of delay by applying the indices stated in the Appendix to Bid to the following formula;  Pn = Pc x (1+isb) + (Pfca x (Ea1 - Ea2) + (Pfcb x (Eb1 – Eb2))……  Where;  **Pn** is the revised price.  **Pc** is the Contract price or that part the payment of which is delayed.  **isb** is the interest rate of the Supplier’s Bank on the date the payment becomes due.  **Pfca, Pfcb** are the United States Dollars value of parts of the Contract Price to be paid in a foreign currency.  **Ea1, Eb1** are the exchange rates of the foreign currencies against united State Dollars obtained from the Maldives Monetary Authority, 5 days prior to the Bid Submission and stated in the Bid Documents.  **Ea2, Eb2** are the exchange rates of the foreign currencies against united State Dollars obtained from the Maldives Monetary Authority, on the day the delayed payment is paid.  **15.3** Where the payment of Goods is delayed by reason of any act on the part of the Purchaser, then the Supplier shall be entitled to a cost adjustment calculated in the accordance with Clause 15.2 from the date the payment became due until the date the payment is made. The Supplier shall be entitled to no other compensation for any cost that may arise as a result of late payment by the Purchaser. |
| **16. Change Orders** | **16.1** The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Claus 30, make changes within the General Scope of the Contract in any one or more of the following.   1. Drawings, designs or specifications, where the Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser. 2. The method of shipment or packing. 3. The place of delivery. 4. The Services to be provided by the Supplier.   **16.2** If any such change causes an increase or decrease in the cost of, or time required for, the Supplier’s performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be assorted within 30 days from the date of the Supplier’s receipt of the Purchaser’s change order.  **16.3** The Supplier shall not perform changes in accordance with Clause 16.1 above until the Purchaser has authorized and changed order in writing on the basis of the estimate provided by the Supplier as described in Clause 16.2. |
| **17. Contract Amendments** | **17.1** Subject to GCC 16, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| **18. Assignment** | **18.1** The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser’s prior written consent. |
| **19. Subcontractors** | **19.1** Award of subcontract(s) to subcontractors shall require prior written consent by the Purchaser. The Supplier shall notify the Purchaser in writing of all subcontractors awarded under this Contract if not already specified in his Bid. Such notification, in the original bid or later. Shall not relieve the Supplier from any liability or obligation under the Contract.  **19.2** Subcontracts must comply with the provisions of GCC Clause 3.  **19.3** The Supplier guarantees that any and all the subcontractors of the Supplier for the performance of the Contract will comply fully with the terms of the Contract applicable to such part of the work under the Contract. |
| **20. Delay in the Supplier’s Performance** | **20.1** Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in Appendix to Bid and SCC.  **20.2** An unacceptable delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions.   1. imposition of liquidated damages; and/or 2. termination of the Contract for default   **20.3** If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the delay, its cause(s), its likely duration. As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. |
| **21. Liquidated Damages** | **21.1** Subject to GCCClause 22, if the Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price as a penalty, a sum equivalent to the percentage indicated in the Appendix to Bid of the delivered Price of the delayed Goods or Services’ Contract Price. When the maximum penalty is reached, without any definite indication that the Goods will arrive in a reasonable time as determined by the Purchaser, then the Purchaser may terminate the Contract, accordance with Clause 22. |
| **22. Termination by default** | **22.1** The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate this Contract in whole or in part.   1. if the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or 2. if the Supplier fails to perform any other obligation(s) under the Contract.   **22.2** In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 22.1 the Purchaser may procure, upon such terms and is such manner, repay any money paid in advance for the Goods or Services by the Purchaser and any additional costs for such similar Goods or Services. However, the Supplier shall continue the performance of any part of the Contract that is not so terminated. |
| **23. Force Majeure** | **23.1** Not withstanding the provisions of GCC Clauses 20, 21 and 22, the Supplier shall not be liable for liquidated damages for termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. |
|  | **23.2** For purposes of this Clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in a sovereign capacity, wars or revolutions in the Purchaser’s country, fires, floods, epidemics, quarantine restrictions and freight embargoes of the Purchaser’s country,. It does not include shipping delays or cancellation of shipping routes. | |
|  | **23.3** If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. | |
| **24. Termination for insolvency** | **24.1** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser. | |
| **25. Termination for convenience** | **25.1** The Purchaser, may by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.  **25.2** The Goods that are complete and ready for shipment within 30 days after the Supplier’s receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:   1. To have any portion completed and delivered at the Contract terms and prices; and/or. 2. To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier. | |
| **26. Resolution of Disputes** | **26.1** The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.  **26.2**  If, after 30 days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to a Court of Law of the Republic of Maldives. | |
| **27. Governing Language** | **27.1** The Contract shall be written in English. All correspondence and other Documents pertaining to the Contract, which are exchanged by the parties, shall be written in English or the official language of the Republic of Maldives. | |
| **28. Applicable Law** | **28.1** The Contract shall be governed and interpreted in accordance with the Maldivian Law. | |
| **29. Notices** | **29.1** Any notice given by one party to the other pursuant to this Contract shall be in writing or by facsimile, telegram or telex/cable and confirmed in writing to the other party’s address specified in the Special Conditions of Contract.  **29.2** A notice shall be effective when delivered or on the notice’s effective date, whichever is later. | |
| **30. Taxes and Duties** | **30.1** The Supplier shall be responsible for all taxes, customs duties, import license fees, and other fiscal levies imposed outside and inside the Republic of Maldives. | |

## 

Section 3

Special Conditions of Contract

## Special Conditions of Contract

1. **Inspections and Tests**

Further to GCC Clause 7, the Supplier shall carry out:

* 1. Accept ion Tests
* Upon Arrival of the Goods at the Purchaser’s Premises, the Supplier shall carry out joint inspection tests together with representatives of the Purchaser before handing over the Goods.
* Detailed Acceptance Tests are specified in the Technical Specifications.

1. **Transport**

The means of transportation shall be appropriate for the type of Goods in question. Further to GCC Clause11.0. The following Conditions shall apply:

11.1 For Goods Supplied from within the Purchaser’s country:

Upon delivery of the Goods to transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

* Copies of the Supplier’s invoice showing Goods description, quantity, unit price, and total amount.
* Delivery note, railway receipt, r truck receipt.
* Insurance Certificate.
* Manufacturer’s or Supplier’s warranty certificate.
* Inspection certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report.
* Certificate of origin.

1. **Packing**

Pursuant to GCC Clause 8

1. **Delivery and Documents**

Further to GCC Clause 9.0

* 1. The Goods shall be delivered to a destination specified by the client.
  2. Port handling, custom duties, levies and any other associated expenses shall be borne by the Supplier.
  3. Delivery shall be deemed to have been made:
* When a clean bill of lading, together with all such other documentation as shall be specified herein, have been furnished to the Purchaser
  1. The Contract and Goods shall remain at the risk of the Supplier until the delivery has been made:
* Delivery shall be made within ---- days from signing of the Contract.
* The consignee shall be named as the (Name of the Bank), in all the Documents of delivery, on account of the (Name of Purchaser)
  1. Manufacturer’s documentation confirming Standard of Goods must be delivered to the Purchaser.
* Further to GCC Clause 13.0

1. **Liquidated Damages** 
   1. If the Supplier fails to deliver the Goods in accordance with the Contract execution schedule, the Supplier shall ay to the Purchaser as fixed and agreed liquidated damages for such default, and not as penalty, the sum of the following formula for each calendar day of the month.

RG ÷ CD × 0.75

Where;

RG= Remaining works (i.e Total Contract Price Less Value of Certified Goods)

CD = Total Contract Duration

* 1. The aggregate maximum of liquidated damages payable to the Purchaser under the clause shall be subject to a maximum of 10 percent of the Contract Price.

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Section 4

Bid Data and Form of Bid

And Form of Agreement

# 

Bid Data

|  |  |
| --- | --- |
| **ITB Clause Number** | **ITB Reference** |
| 1.1 | The name of the project is:  **Male’ East Coast Project – Supply and Delivery of Rock Boulder.**  The identification number of the bidding process is:  **TES/2016/G-015** |
| 3.1 | The following grades of contractors registered under National Contractors Registry will be eligible to participate in this tender.  **NA** |
| 9.1 & 9.2 | **A Pre-bid Meeting will be held on:**  Date: **NA**  Time: **NA**  For **clarification purposes** only, the Employer’s address is:  Mohamed Shafraz  Procurement Officer  Tender Evaluation Section  Ministry of Finance and Treasury  Ameenee Magu  Male’, 20379  Republic of Maldives  Tel: (960) 3349104, (960) 3349106  Fax: (960) 3320706, (960) 3324432  E-Mail: [mohamed.shafraz@finance.gov.mv](mailto:mohamed.shafraz@finance.gov.mv)  Copy to: [tender@finance.gov.mv](mailto:tender@finance.gov.mv)  Requests for clarification should be received by the Employer no later than:  20th November 2016, 13:00 hrs |
| 12.1 | Tax Clearence Report- Not Applicable |
| 13.2 | Bid price should indicate amount of GST (Goods and Services Tax). Where GST amount is not indicated, quoted bid price shall be deemed to be inclusive of GST.  Price quoted should be doorstep delivery price. |
| 14.1 | The prices shall be quoted by the bidder in:**Maldivian Rufiyaa (MVR)** |
| 15.1 | The bid validity period shall be: **90 Days** |
| 16.1 | A Bid Security **is required**.  The amount and currency of the bid security shall be:  Currency: Maldivian Rufiyaa  Amount: **300,000.00**  The validity of the bid security shall be:  **28 days beyond the validity of the bid** |
| 16.2 | If bid security submitted is in the form of a certified check, it shall state validity period. |
| 19.2 | For **bid submission purposes** only, the Employer’s address is:  Mr. AHMED MUJUTHABA,  Director General  Public Procurement Section  Ministry of Finance and Treasury  Ameenee Magu  Male’, 20379  Republic of Maldives  Tel: (960) 3349191, (960) 3349106  Fax: (960) 3320706, (960) 3324432  E-Mail: [tender@finance.gov.mv](mailto:tender@finance.gov.mv)  **The deadline for bid submission is:**  Date: **29th November 2016**  Time: **11:00** |
| 29.0 | Evaluation criteria is specified in Section 4(a) |
| 31.1 | The amount of Advance Payment Shall be: **NA** |
| 32.1 | The Adjudicator proposed by the Employer is: **Ministry of Finance and Treasury, Maldives** |

|  |
| --- |
| **Section 4 (a)**   1. **Evaluation Criteria (ITT 29)**   The Purchaser’s evaluation of a bid may take into account, usingthe following criteria and methodologies.   1. Delivery schedule. (as per Incoterms specified in the BDS)   **Delivery to be made to the Client specified in the Delivery Schedule.**   1. Deviation in payment schedule.   **Not Applicable**   1. Cost of major replacement components, mandatory spare parts, and service.   **Not Applicable**   1. Availability in the Purchaser’s Country of the spare parts and after-sales services for the equipment offered in the bid.   **Not Applicable**   1. Projected operating and maintenance costs during the life of the equipment.   **Not Applicable**   1. Performance and productivity of the equipment offered.   **Not Applicable** |
|  |
| 1. **Post qualification Requirements**   After determining the lowest-evaluated tender in accordance with ITT Sub-Clause 31.1, the Procuring Entity shall carry out the post qualification of the, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Tenderer’s qualifications.  (a) Financial Capability  The Tenderer shall furnish documentary evidence that it meets the following financial requirement(s):  Average Annual Turnover of at least **MVR 40,0 00,000.00(Forty Million) in the last 3 years**; and availability of cash flow or access to credit lines in an amount of at least **MVR 28,000,000.00 (Twenty Million)**  (b) Experience and Technical Capacity  The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):   * + - 1. During the last Five (5) years the bidder must have successfully completed the supply of at least a project of the 20 Million(Twenty Million) size.       2. The documentary evidence of the bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.   *The bidder is subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in the forms of the qualification requirements and/or records of poor performance such as, not properly completing the contractual obligations, delays in completing the contract, litigation history etc.*   1. The Tenderer must provide the information indicated on the following Qualification forms to demonstrate that they meet the requirements for post qualification:   Post Qual I Form - Annual Turnover data  Post Qual II Form - Financial Data  Post Qual III Form - Experience of contracts of a similar nature |
|  |

## Post Qual Form I – Annual Turnover data

{All Tenderers and partners of a joint venture must complete the information in this form. The information supplied should be the annual turnover of the Tenderer (or each member of joint venture), the terms of the amounts billed to the clients for each year for work in progress or completed at the end of the period reported. Use a separate sheet for each partner of a joint venture}.

|  |  |
| --- | --- |
| **Annual turnover data for the last five years** | |
| **Year** | **Turnover** |
| 2015 |  |
| 2014 |  |
| 2013 |  |
| 2012 |  |
| 2011 |  |

## Post Qual Form II – Financial Data

{All Tenderers and partners of a joint venture, should provide financial information to demonstrate that they meet the requirements for prequalification. Each applicant or partner of a joint venture must fill in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheet for each of the last three years should be attached}.

|  |  |
| --- | --- |
| **Banker details:** | |
| Name of Banker: ……..………………………………………………………………………… | |
| Address of Banker: ……………………………………………………………………………… | |
| Telephone: …………………………….. | Contact name and title: ………………………….. |
| Facsimile: ……….……………………… | Email: ……………………………..……………… |

***Summary of actual assets and liabilities for the previous three years***

|  |  |  |  |
| --- | --- | --- | --- |
| **Financial information** | **Previous three years** | | |
|  | **2015/2014** | **2014/2013** | **2013/2012** |
| 1. Total assets |  |  |  |
| 2. Current assets |  |  |  |
| 3. Total liabilities |  |  |  |
| 4. Current liabilities |  |  |  |

***Specify proposed sources of credit line to meet the cash flow demands of the Project.***

|  |  |
| --- | --- |
| **Source of credit line** | **Amount** |
| 1. |  |
| 2 |  |

Attach audited financial statement for the last three years (for the individual applicant or each partner). Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountants.

## Post Qual Form III – Experience of contracts of similar nature

List all contracts performed in the last five years, valued over the amount stated in Section III. Attach reference letters.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description (& scope) of Goods supplied** | **Name of Client & Contact Person** | **Year of Completion** | **Currency & Value of Contract** |
|  |  |  |  |
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**Form of Bid**

**MR. AHMED MUJUTHABA,**

Director General,

Tender Evaluation Section,

Ministry of Finance and Treasury,

Male,’ Republic of Maldives

Name of Contract: **Supply and Delivery of Male’ East Coast Project – Supply and Delivery of Rock Boulder. (TES/2016/G-015)**

.

##### Gentlemen

1. Having examined the Conditions of Contract, Specification, and all Amendments/Addendum for the supply of the above named Goods and Related Services we, the undersigned, offer to supply such Goods and Related Services and remedy any defects therein in conformity with the Conditions of Contract, Specification, and Addenda the lump-sum fixed price excluding Goods and Services Tax (GST) of *…………………….*……………………………. *[amount in numbers & words].* The amount for Goods and Services Tax (GST) is …………………………….……………. *[amount in numbers & words]*

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 …………………….. *(days).*

3. We agree to abide by this Bid for the period of 90 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

5. We accept the appointment of **Ministry of Finance and Treasury** of Maldives as the Adjudicator.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ……….day of ………..20….

Signed …………………… ………………………………..

in the capacity of ……………………………………………duly authorized to sign bids for and on behalf of …………………………………………….

Name and Address of Signatory

…………………………………………………………………………………………………………

…………………………………………………………………………………………………………

## Form of Agreement

This Agreement, made on the …………………………… day of ………………………………, between ………………………. (hereinafter called “the Purchaser”) and ……………………….. …………………………………………… ……………….(hereinafter called “the Supplier”) of the other part.

Whereas the Purchaser is desirous that the Supplier execute ……….. ………… ……… ………. ……….. .……………………………………………………… (hereinafter called “the Works”) and the Purchaser has accepted the Bid by the Supplier for the execution and completion of such Works and the remedying of any defects therein.

**Now this Agreement witnesseth** as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The Purchaser hereby covenants to pay the Supplier in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Binding signatures of:

Purchaser : Supplier :

……………………………………….. ……………………………………

Name: ……………………………….. Name:…………………………………

Designation:…………………………. Designation:…………………………

Address:……………………………… Address:………………………………

In the presence of :

………………………………………… …………………………………………

Name: ..………………………………. Name:…………………………………

Designation:………………………….. Designation:…………………………

Address:……………………………… Address:………………………………

Project Managers Representative (Consultant)

……………………………………….

Name ………………………………….

Designation ………………………….

Address:………………………………

## Contract Data

The following documents are also part of the Contract:

|  |  |
| --- | --- |
| **GCC Clause Number** | **GCC Reference** |
|  | The Schedule of Key Personnel |
| 1.1 | The Purchaser is: |
|  | Name: Ministry of Housing and Infrastructure  Address: Ameenee Magu, Malé, Maldives, |
| 1.1 | The Project Manager is: |
|  | Name: [Name of Project Manager] |
| 1.1 | The Name and Identification number of Contract is: |
|  | Name:Male’ East Coast Project – Supply and Delivery of Rock Boulder  Identification Number: TES/2016/G-015 |
| 1.1 | The Works Consist of: |
|  | Supply and Delivery of Rock Boulder. |
| 1.1 | The start date shall be **14 (fourteen)** days from signing of contract or date of issuance of Letter of Acceptance, whichever is earlier. |
| 1.1 | The intended completion date for the whole of the works shall be:  supplied by the end of December 2016 |
| 1.1 | The following documents also form part of the contract: (state if any)  ………………………………………………………………………...............  …………………………………………………………………………………. |
| 27.1 | The Language of the Contract Document is **English** |
| 28.1 | The law that applies to the Contract is the law of:  **THE REPUBLIC OF MALDIVES** |
| 15.1 | The prices quoted by the Bidder **shall NOT be**subject to adjustment during the performance of the Contract. |
| 26.1 | Resolution of Disputes will take place in accordance with:  **Laws of the Maldives** |
| 13.2 | The Warranty Period is **xx** days. |
| 21.1 | The rate per day for liquidated damages shall be calculated as follows:  RG ÷ CD × 0.75  Where;  RG= Remaining works (i.e Total Contract Price Less Value of Certified Goods)  CD = Total Contract Duration  The maximum amount of liquidated damages for the whole of the contract is 10% (fifteen percent) of the final contact price. |

Section 5

Form of Letter of Acceptance

Letter of Acceptance

*[letterhead paper of the Employer]*

…………………… *[date]*

To: ………………………………………………………………………………………………………..

*[name of the Contractor]*

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

*[address of the Contractor]*

This is to notify you that your Bid dated …………………for execution of the …………. …………. ..……………………*me of the Contract and identification number, as given in the Contract Data]* for the Contract Price of the equivalent of ………………………………………………………

(……………………………………) *[amount in numbers and words]* ……………………..[*name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

We accept/do not accept that **Ministry of Finance and Treasury** be appointed as the Adjudicator.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract Documents.

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

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

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

Section 6

Form of Securities

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| Notes on Forms of Securities  Samples of acceptable forms of Bid, Performance, and Advance Payment Securities are attached. Bidders should not complete the Performance and Advance Payment Security forms at this time. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms or in a similar form acceptable to the Purchaser. |

Table of Forms

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| Annex A Form : Bid Security (Bank Guarantee)  Annex B Form : Performance Bank Guarantee (Unconditional),  Annex D Form : Bank Guarantee for Advance Payment |

Form of Bid Security (Bank Guarantee)

Whereas, ……………………………………………………………..*[name of Bidder]* (hereinafter called “the Bidder”) has submitted his Bid for the Project no……….issued by the Ministry of Finance and Treasury on ………………………………… …………..for construction of …………………………… …….*[name of Contract]* (hereinafter called “the Bid”).

Know all people by these presents that We ………………………………………. *[name of Bank]* of ……… ………………………………………………… *[name of country]* having our registered office at ………………………………………………………………………………….. (hereinafter called “the Bank”) are bound unto ………………………………………….*[name of Purchaser]* (hereinafter called “the Purchaser”) in the sum of \*………………………………………….. for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this ……..day of …………….20……………..

The conditions of this obligation are:

(1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;

or

(2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or

(c) does not accept the correction of the Bid Price pursuant to Clause 27,

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| \* The Bidder should insert the amount of the Guarantee in words and figures denominated in Maldivian Rufiyaa. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders. |

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser’s having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date ………………………. days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date…………………………… Signature of the Bank

Witness ……………………… Seal

*[signature, name, and address]*

Form of Performance Bank Guarantee (Unconditional)

To: ………………………………………………………………………………………………….

*[name &address of Purchaser]*

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

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

Whereas ……………………. *[name and address of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. …… dated ……………………… to execute …………………………… *[name of Contract and brief description of Works]* (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Supplier such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of \*…………….. *[amount of Guarantee]* ……………………… *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ……………… *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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| \*An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract, in Maldivian Rufiyaa. |

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

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

This Guarantee shall be valid until the date of issue of the Defects Correction Certificate.

Signature and seal of the Guarantor ………………………..

Name of Bank ……………………………………..

Address ……………………………………..

……………………………………..

……………………………………..

Date ………………………………………

Form of Bank Guarantee for Advance Payment

To: ………………………………………………………………………………………………….

*[name & address of Purchaser*]

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

…………………………………………………………………………………………………

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

*[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, of the above-mentioned Contract, ………… ………………………………………………………………………….*[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with ……………………………… ……… ………… …… ……………………….. *[name of Purchaser]* 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 Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to …………………………………………………. *[name of Purchaser]* on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, 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 Purchaser]* and the Supplier, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

|  |
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| \* 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 Purchaser]* receives full repayment of the same amount from the Supplier.

Yours truly,

signature and seal: …………………………………………………………………..

Name & address of bank/institution ……………………………………………….

Section 7

Appendix to Bid

Appendix to Bid

**Clause**

Unacceptable country (ies) of Origin GCC 3.1 **None**

Unacceptable nationality of Supplier GCC 3.2 **None**

Minimum Amount of Insurance GCC 10.1 **110% of Contract Price**

Warranty Period GCC 14.2 **12 Months from the date**

**of delivery and acceptance**

Period to effect repair GCC 13.4 **30 Days**

Currency of Payment GCC 14.5 **Maldivian Rufiyaa**

Nature of Contract GCC 16.1 **Fixed Price**

Name and address of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Supplier's Bank

Time for Delivery GCC

Amount of reduction per day

of delay GCC 21.1 RG ÷ CD × 0.75

RG = Remaining works (i.e Total Contract Price Less Value of Certified Goods)

CD = Total Contract Duration

Maximum reduction for delay GCC 21.1 **10% of Contract Price**

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

duly authorised to sign Bids for and on behalf of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Witness**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature)

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Occupation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Section 8

Technical Specifications