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**Ministry of Finance**

Republic of Maldives

**BIDDING DOCUMENT**

**for  
Development of cold storage and associated facilities in Ga. Kooddoo, M. Mulah and K. Kandu Oiy Giri**

**Project Number: TES/2023/W-034**

 **Funded by: Saudi Fund for Development**

**Issued on: June 2023**

Issued by: National Tender  
 Ministry of Finance  
 Republic of Maldives

Standard Tendering Document

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PART 1 Tendering Procedures

Section I - Instructions to Tenderers

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**Section I - Instructions to Tenderers (ITT)**

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| 1. General | | | | | | | | | | | | | | | | | | | | | |
| 1. Scope of Tender | | | | | | | | | | | | | | | | |  | | | | |
| * 1. The Employer, as **indicated in the BDS**, issues this Tender Document for the procurement of the Works as specified in Section VI (Employer’s Requirements). The name, identification, and number of contracts (lots) of this tendering are **provided in the BDS**. | | | | | | | | | | | | | | | | | | | | | |
| Throughout this Tendering Document:  (a) the term “in writing” means communicated in written form and delivered against receipt;  (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and  (c) “day” means calendar day. | | | | | | | | | | | | | | | | | | | | | |
| 1. Source of Funds | | | | | | | | | | | | | | | | |  | | | | |
| The cold storage and associated facilities developed through this project are funded by the Saudi Fund for development (SFD). Any fees or taxes imposed by the employer under national laws and regulations shall be borne by the selected bidder. | | | | | | | | | | | | | | | | | | | | | |
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| 1. Fraud and Corruption | | |  | | | | | | | | | | | | | | | | | | |
| * 1. It is the requirement of the financing institution(s), that Borrowers (including beneficiaries of loans),, as well as Tenderers, suppliers, contractors and their subcontractors 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 a 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) 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 3.1 (e) below.  (b) will reject a proposal for award if it determines that the Tenderer 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 Financing/Loan/Grants allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the Financing/Loan/Grants 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).  Furthermore, tenderers shall be aware of the provision stated in GCC Sub-Clauses 22.2 and 56.2 (h). | | | | | | | | | | | | | | | | | | | | | |
| 1. Eligible Tenderers | | | | | | | | | | | | | | | | |  | | | | |
| A Tenderer may be a natural person, private entity, or government-owned entity—subject to ITT 4.6—or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. Unless otherwise **stated in the BDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. | | | | | | | | | | | | | | | | | | | | | |
| A Tenderer, and all parties constituting the Tenderer, shall have the nationality of an eligible country, in accordance with Section V (Eligible Countries). A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the rules and regulation of Maldives. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services. | | | | | | | | | | | | | | | | | | | | | |
| A Tenderer shall meet the following criteria to be eligible to participate in public procurement:   * + 1. have the legal capacity to enter into the contract;     2. not be insolvent, in receivership, bankrupt or being wound up, its affairs not being administered by a court or a judicial officer, its business activities not being suspended and not the subject of legal proceedings for any of the foregoing;     3. have fulfilled its obligations to pay taxes.     4. not have been, and its directors or officers not have been, convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and     5. not have a conflict of interest in relation to the procurement requirement in accordance with Sub-Clause 4.4.     6. shall be a contractor who falls in to the grades of National Contractors Registry as **specified in the BDS.** | | | | | | | | | | | | | | | | | | | | | |
| A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if :   * + 1. they have a controlling partner in common; or     2. they receive or have received any direct or indirect subsidy from any of them; or     3. they have the same legal representative for purposes of this Tender; or     4. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Employer regarding this tendering process; or     5. a Tenderer participates in more than one Tender in this tendering process. Participation by a Tenderer in more than one Tender will result in the disqualification of all Tenders in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one Tender; or     6. a Tenderer or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Tender; or     7. a Tenderer, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract. | | | | | | | | | | | | | | | | | | | | | |
| * 1. A Tenderer that has been suspended from participation in public procurement by the Government in accordance with ITT 3, at the date of the deadline for Tender submission or thereafter, shall be disqualified. | | | | | | | | | | | | | | | | | | | | | |
| * 1. Government-owned enterprises in the Employer’s country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Employer. | | | | | | | | | | | | | | | | | | | | | |
| * 1. Tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request. | | | | | | | | | | | | | | | | | | | | | |
| * 1. In case a prequalification process has been conducted prior to the tendering process, this tendering is open only to prequalified Tenderers. | | | | | | | | | | | | | | | | | | | | | |
| 1. Eligible Materials, Equipment and Services | | | | | | | | | | | | | | |  | | | | | | |
| * 1. The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITT 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer’s request, Tenderers may be required to provide evidence of the origin of materials, equipment and services. | | | | | | | | | | | | | | | | | | | | | |
| * 1. For purposes of ITT 5.1 above, “origin” means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components. | | | | | | | | | | | | | | | | | | | | | |
| 1. Contents of Tendering Document | | | | | | | | | | | | | | | | | | | | | |
| 1. Sections of Tendering Document | | | | | | |  | | | | | | | | | | | | | | |
| * 1. The Tendering Document consist of Parts 1, 2 and 3 which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT 8.   **PART 1 Tendering Procedures**  Section I - Instructions to Tenderers (ITT)  Section II - Bid Data Sheet (**BDS**)  Section III - Evaluation and Qualification Criteria  Section IV - Tendering Forms  Section V - Eligible Countries  **PART 2 Requirements**  Section VI – Employer’s Requirements  **PART 3 Conditions of Contract and Contract Forms**  Section VII - General Conditions of Contract (GCC)  Section VIII - Particular Conditions (PCC)  Section IX - Contract Forms | | | | | | | | | | | | | | | | | | | | | |
| * 1. The Invitation for Tenders issued by the Employer is not part of the Tendering Document. | | | | | | | | | | | | | | | | | | | | | |
| * 1. The Employer is not responsible for the completeness of the Tendering Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Tenders. | | | | | | | | | | | | | | | | | | | | | |
| * 1. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tendering Document. Failure to furnish all information or documentation required by the Tendering Document may result in the rejection of the Tender. | | | | | | | | | | | | | | | | | | | | | |
| 1. Clarification of Tendering Document, Site Visit, Pre-Tender Meeting | | | | | | | | | | | | | | | | | | | |  | |
| * 1. A prospective Tenderer requiring any clarification of the Tendering Document shall contact the Employer in writing at the Employer’s address **indicated in the BDS** or raise his inquiries during the pre-Tender meeting if provided for in accordance with ITT 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received the number of days **given in the BDS** prior to the deadline for submission of Tenders. The Employer shall forward copies of its response to all Tenderers who have acquired the Tendering Document in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Tendering Document as a result of a request for clarification, it shall do so following the procedure under ITT 8 and ITT 22.2. | | | | | | | | | | | | | | | | | | | | | |
| The Tenderer is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer’s own expense. | | | | | | | | | | | | | | | | | | | | | |
| * 1. The Tenderer and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection. | | | | | | | | | | | | | | | | | | | | | |
| * 1. The Tenderer’s designated representative is invited to attend a pre-Tender meeting, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. | | | | | | | | | | | | | | | | | | | | | |
| * 1. The Tenderer is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting. | | | | | | | | | | | | | | | | | | | | | |
| * 1. Minutes of the pre-Tender meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tendering Document in accordance with ITT 6.3. Any modification to the Tendering Document that may become necessary as a result of the pre-Tender meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. | | | | | | | | | | | | | | | | | | | | | |
| * 1. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer. | | | | | | | | | | | | | | | | | | | | | |
| 1. Amendment of Tendering Document | | | | | | | | | | | | | | | |  | | | | | |
| * 1. At any time prior to the deadline for submission of Tenders, the Employer may amend the Tendering Document by issuing addenda. | | | | | | | | | | | | | | | | | | | | | |
| * 1. Any addendum issued shall be part of the Tendering Document and shall be communicated in writing to all who have obtained the Tendering Document from the Employer in accordance with ITT 6.3. | | | | | | | | | | | | | | | | | | | | | |
| * 1. To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Employer may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 22.2 | | | | | | | | | | | | | | | | | | | | | |
| 1. Preparation of Tenders | | | | | | | | | | | | | | | | | | | | | |
| 1. Cost of Tendering |  | | | | | | | | | | | | | | | | | | | | |
| The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process. | | | | | | | | | | | | | | | | | | | | | |
| 1. Language of Tender | |  | | | | | | | | | | | | | | | | | | | |
| The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Tender, such translation shall govern. | | | | | | | | | | | | | | | | | | | | | |
| 1. Documents Comprising the Tender | | | | | | |  | | | | | | | | | | | | | | |
| * 1. The Tender shall comprise the following:  1. Letter of Tender; 2. completed Schedules, in accordance with ITT 12 and 14, or **as stipulated in the BDS**; 3. Tender Security or Tender Securing Declaration, in accordance with ITT 19; 4. alternative Tenders, at the Tenderer’s option, and if permissible, in accordance with ITT 13; 5. written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.2; 6. documentary evidence in accordance with ITT 17 establishing the Tenderer’s qualifications to perform the contract; 7. Technical Proposal in accordance with ITT 16; 8. In the case of a Tender submitted by a joint venture (JV), the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; and 9. Any other document **required in the BDS**. | | | | | | | | | | | | | | | | | | | | | |
| 1. Letter of Tender and Schedules | | | | | | | |  | | | | | | | | | | | | | |
| The Letter of Tender, Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section IV (Tendering Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. | | | | | | | | | | | | | | | | | | | | | |
| 1. Alternative Tenders | | | |  | | | | | | | | | | | | | | | | | |
| Unless otherwise **indicated in the BDS**, alternative Tenders shall not be considered. | | | | | | | | | | | | | | | | | | | | | |
| When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS.** If permitted, the method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria). | | | | | | | | | | | | | | | | | | | | | |
| When specified in the **BDS** pursuant to ITT 13.1, and subject to ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tendering Document must first price the Employer’s design as described in the Tendering Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tenderer conforming to the basic technical requirements shall be considered by the Employer. | | | | | | | | | | | | | | | | | | | | | |
| When **specified in the BDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the BDS** and described in Section VI (Employer’s Requirements). If permitted, the method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria). | | | | | | | | | | | | | | | | | | | | | |
| 1. Tender Prices and Discounts | | | | |  | | | | | | | | | | | | | | | | |
| The prices and discounts quoted by the Tenderer in the Letter of Tender and in the Schedules shall conform to the requirements specified below. | | | | | | | | | | | | | | | | | | | | | |
| * 1. The Tenderer shall submit a Tender for the whole of the works described in ITT 1.1 by filling in prices for all items of the Works, as identified in Section IV, Tendering Forms. In case of admeasurement contracts, the Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer will not be paid for by the Employer for other items and prices in the Bill of Quantities. | | | | | | | | | | | | | | | | | | | | | |
| * 1. The price to be quoted in the Letter of Tender shall be the total price of the Tender, excluding any discounts offered. | | | | | | | | | | | | | | | | | | | | | |
| * 1. Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Tender, in accordance with ITT 12.1. | | | | | | | | | | | | | | | | | | | | | |
| * 1. If so indicated in ITT 1.1, Tenders are invited for individual contracts (lots) or for any combination of contracts (packages). Tenderers wishing to offer any price reduction for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITT 14.3, provided the Tenders for all contracts are submitted and opened at the same time. | | | | | | | | | | | | | | | | | | | | | |
| * 1. Unless otherwise **provided in the BDS** and the Conditions of Contract, the prices quoted by the Tenderer shall be fixed. If the prices quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV (Tendering Forms) and the Employer may require the Tenderer to justify its proposed indices and weightings. | | | | | | | | | | | | | | | | | | | | | |
| * 1. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender price submitted by the Tenderer. | | | | | | | | | | | | | | | | | | | | | |
| 1. Currencies of Tender and Payment | | | | | | | | | |  | | | | | | | | | | | |
| * 1. The currency(ies) of the Tender shall be as **specified in the BDS**. | | | | | | | | | | | | | | | | | | | | | |
| * 1. Tenderers may be required by the Employer to justify, to the Employer’s satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section IV, in which case a detailed breakdown of the foreign currency requirements shall be provided by Tenderers. | | | | | | | | | | | | | | | | | | | | | |
| 1. Documents Comprising the Technical Proposal | | | | | | | | | | | | | | | | |  | | | | |
| * 1. The Tenderer shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV (Tendering Forms), in sufficient detail to demonstrate the adequacy of the Tenderers’ proposal to meet the work requirements and the completion time. | | | | | | | | | | | | | | | | | | | | | |
| 1. Documents Establishing the Qualifications of the Tenderer | | | | | | | | | | | | | | | | | | |  | | |
| To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV (Tendering Forms). | | | | | | | | | | | | | | | | | | | | | |
| 1. Period of Validity of Tenders | | | | | | | | | | |  | | | | | | | | | | |
| Tenders shall remain valid for the period **specified in the BDS** after the Tender submission deadline date prescribed by the Employer. A Tender valid for a shorter period shall be rejected by the Employer as nonresponsive. | | | | | | | | | | | | | | | | | | | | | |
| In exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender security is requested in accordance with ITT 19, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender. | | | | | | | | | | | | | | | | | | | | | |
| In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Tender validity, the Contract price shall be adjusted by a factor specified in the request for extension. Tender evaluation shall be based on the Tender Price without taking into consideration the above correction. | | | | | | | | | | | | | | | | | | | | | |
| 1. Tender Security | | | | | | | | | | | | | | | | |  | | | | |
| * 1. Unless otherwise **specified in the BDS**, the Tenderer shall furnish as part of its Tender, in original form, either a Tender Securing Declaration or a Tender security **as specified in the BDS**. In the case of a Tender security, the amount shall be **as specified in the BDS**. | | | | | | | | | | | | | | | | | | | | | |
| * 1. A Tender Securing Declaration shall use the form included in Section IV Tendering Forms. | | | | | | | | | | | | | | | | | | | | | |
| * 1. If a Tender security is specified pursuant to ITT 19.1, the Tender security shall be, at the Tenderer’s option, in any of the following forms:  1. an unconditional guarantee, issued by a bank or surety; 2. a cashier’s or certified check; or 3. another security **indicated in the BDS.**   from a reputable source from an eligible country. SWIFT MT760 will not be an acceptable form of bank guarantee. If the unconditional guarantee is issued by an insurance company or bonding company located outside the Employer’s Country, it shall have a correspondent financial institution located in the Republic of Maldives. In the case of a bank guarantee, the Tender security shall be submitted either using the Tender Security Form included in Section IV (Tendering Forms) or in another substantially similar format approved by the Employer prior to Tender submission. In either case, the form must include the complete name of the Tenderer. The Tender security shall be valid for twenty-eight days (28) beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2. | | | | | | | | | | | | | | | | | | | | | |
| * 1. Any Tender not accompanied by an enforceable and substantially compliant Tender security or Tender Securing Declaration, if required in accordance with ITT 19.1, shall be rejected by the Employer as nonresponsive. | | | | | | | | | | | | | | | | | | | | | |
| * 1. If a Tender security is specified pursuant to ITT 19.1, the Tender security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer’s furnishing of the performance security pursuant to ITT 41. | | | | | | | | | | | | | | | | | | | | | |
| * 1. If a Tender security is specified pursuant to ITT 19.1, the Tender security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required performance security. | | | | | | | | | | | | | | | | | | | | | |
| * 1. The Tender security may be forfeited or the Tender Securing Declaration executed:  1. if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Letter of Tender, except as provided in ITT 18.2 or 2. if the successful Tenderer fails to:  sign the Contract in accordance with ITT 40; orfurnish a performance security in accordance with ITT 41. | | | | | | | | | | | | | | | | | | | | | |
| * 1. The Tender Security or the Tender Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been constituted into a legally-enforceable JV, at the time of tendering, the Tender Security or the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITT 4.1. | | | | | | | | | | | | | | | | | | | | | |
| 1. Format and Signing of Tender | | | | | |  | | | | | | | | | | | | | | | |
| * 1. The Tenderer shall prepare one original [hard copy] of the documents comprising the Tender as described in ITT 11 and clearly mark it “Original”. Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked “Alternative”. In addition, the Tenderer shall submit copies of the Tender in the number **specified in the BDS,** and clearly mark each of them “Copy.” In the event of any discrepancy between the original and the copies, the original shall prevail. | | | | | | | | | | | | | | | | | | | | | |
| * 1. The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. Letter of Tender, Power of Attorney and Bid security must have wet signatures of the authorized signatories. | | | | | | | | | | | | | | | | | | | | | |
| * 1. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender. | | | | | | | | | | | | | | | | | | | | | |
| 1. Submission and Opening of Tenders | | | | | | | | | | | | | | | | | | | | | |
| 1. Sealing and Marking of Tenders | | | | | | | | | |  | | | | | | | | | | | |
| * 1. Tenderers may always submit their Tenders by mail or by hand. When so **specified in the BDS**, Tenderers shall have the option of submitting their Tenders electronically. Procedures for submission, sealing and marking are as follows:   (a) Tenderers submitting Tenders by mail or by hand shall enclose the original and each copy of the Tender, including alternative Tenders, if permitted in accordance with ITT 13, in separate sealed envelopes, duly marking the envelopes as “Original”, “Alternative” and “Copy.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITT sub-Clauses 22.2 and 22.3.  (b) Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures **specified in the BDS**. | | | | | | | | | | | | | | | | | | | | | |
| The inner and outer envelopes shall:  (a) bear the name and address of the Tenderer;  (b) be addressed to the Employer as **provided in the BDS** pursuant to ITT 22.1;  (c) bear the specific identification of this tendering process indicated in accordance with ITT 1.1; and  (d) bear a warning not to open before the time and date for Tender opening. | | | | | | | | | | | | | | | | | | | | | |
| * 1. If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Tender. | | | | | | | | | | | | | | | | | | | | | |
| 1. Deadline for Submission of Tenders | | | | | | | | | |  | | | | | | | | | | | |
| * 1. Tenders must be received by the Employer at the address and no later than the date and time indicated in the **BDS**. | | | | | | | | | | | | | | | | | | | | | |
| * 1. The Employer may, at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Document in accordance with ITT 8, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended. | | | | | | | | | | | | | | | | | | | | | |
| 1. Late Tenders | | | | | | | | | | | | | | | | |  | | | | |
| * 1. The Employer shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 22. Any Tender received by the Employer after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer. | | | | | | | | | | | | | | | | | | | | | |
| 1. Withdrawal, Substitution, and Modification of Tenders | | | | | | | | | | | | | | | | | |  | | | |
| A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:  (a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and  (b) received by the Employer prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22. | | | | | | | | | | | | | | | | | | | | | |
| * 1. Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers. | | | | | | | | | | | | | | | | | | | | | |
| * 1. No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Letter of Tender or any extension thereof. | | | | | | | | | | | | | | | | | | | | | |
| 1. Tender Opening | | | | | | | | | | | | | | | | |  | | | | |
| * 1. The Employer shall open the Tenders in public at the address, date and time **specified in the BDS** in the presence of Tenderers` designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 21.1, shall be as **specified in the BDS**. | | | | | | | | | | | | | | | | | | | | | |
| * 1. First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Tender shall not be opened but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening. Envelopes marked “Modification” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening. Only envelopes that are opened and read out at Tender opening shall be considered further. | | | | | | | | | | | | | | | | | | | | | |
| * 1. All other envelopes shall be opened one at a time, reading out: the name of the Tenderer and the Tender Price(s), including any discounts and alternative Tenders and indicating whether there is a modification; the presence of a Tender security or Tender securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at Tender opening shall be considered for evaluation. No Tender shall be rejected at Tender opening except for late Tenders, in accordance with ITT 23.1. | | | | | | | | | | | | | | | | | | | | | |
| * 1. The Employer shall prepare a record of the Tender opening that shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution, or modification; the Tender Price, per contract if applicable, including any discounts and alternative offers; and the presence or absence of a Tender security, if one was required. The Tenderers’ representatives who are present shall be requested to sign the record. The omission of a Tenderer’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Tenderers. | | | | | | | | | | | | | | | | | | | | | |
| 1. Evaluation and Comparison of Tenders | | | | | | | | | | | | | | | | | | | | | |
| 1. Confidentiality | | | | | | | | | | | | | | | | |  | | | | |
| * 1. Information relating to the examination, evaluation, comparison, and post-qualification of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all Tenderers. | | | | | | | | | | | | | | | | | | | | | |
| * 1. Any attempt by a Tenderer to influence the Employer in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender. | | | | | | | | | | | | | | | | | | | | | |
| Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Employer on any matter related to the tendering process, it may do so in writing. | | | | | | | | | | | | | | | | | | | | | |
| 1. Clarification of Tenders | | | | | | | |  | | | | | | | | | | | | | |
| To assist in the examination, evaluation, and comparison of the Tenders, and qualification of the Tenderers, the Employer may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders, in accordance with ITT 31. | | | | | | | | | | | | | | | | | | | | | |
| If a Tenderer does not provide clarifications of its Tender by the date and time set in the Employer’s request for clarification, its Tender may be rejected. | | | | | | | | | | | | | | | | | | | | | |
| 1. Deviations, Reservations, and Omissions | | | | | | | | | | | | | |  | | | | | | | |
| * 1. During the evaluation of Tenders, the following definitions apply:   (a) “Deviation” is a departure from the requirements specified in the Tendering Document;  (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and  (c) “Omission” is the failure to submit part or all of the information or documentation required in the Tendering Document. | | | | | | | | | | | | | | | | | | | | | |
| 1. Determination of Responsiveness | | | | | | | | | | |  | | | | | | | | | | |
| * 1. The Employer’s determination of a Tender’s responsiveness is to be based on the contents of the Tender itself, as defined in ITT11. | | | | | | | | | | | | | | | | | | | | | |
| * 1. A substantially responsive Tender is one that meets the requirements of the Tendering Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,   (a) if accepted, would: (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or(ii) limit in any substantial way, inconsistent with the Tendering Document, the Employer’s rights or the Tenderer’s obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders. | | | | | | | | | | | | | | | | | | | | | |
| * 1. The Employer shall examine the technical aspects of the Tender submitted in accordance with ITT 16, Technical Proposal, in particular, to confirm that all requirements of Section VI (Employer’s Requirements) have been met without any material deviation, reservation or omission. | | | | | | | | | | | | | | | | | | | | | |
| If a Tender is not substantially responsive to the requirements of the Tendering Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. | | | | | | | | | | | | | | | | | | | | | |
| 1. Nonconformities, Errors, and Omissions | | | | | | | | | | | | |  | | | | | | | | |
| Provided that a Tender is substantially responsive, the Employer may waive any nonconformities in the Tender. | | | | | | | | | | | | | | | | | | | | | |
| Provided that a Tender is substantially responsive, the Employer may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender. | | | | | | | | | | | | | | | | | | | | | |
| Provided that a Tender is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Tender Price. To this effect, the Tender Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section III (Evaluation and Qualification Criteria). | | | | | | | | | | | | | | | | | | | | | |
| 1. Correction of Arithmetical Errors | | | | | | | | | | | | | |  | | | | | | | |
| Provided that the Tender is substantially responsive, the Employer shall correct arithmetical errors on the following basis:  (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;  (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and  (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. | | | | | | | | | | | | | | | | | | | | | |
| If the Tenderer that submitted the lowest evaluated Tender does not accept the correction of errors, its Tender shall be declared non-responsive. | | | | | | | | | | | | | | | | | | | | | |
| 1. Conversion to Single Currency | | | | | | | | | | | |  | | | | | | | | | |
| For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as **specified in the BDS**. | | | | | | | | | | | | | | | | | | | | | |
| 1. Margin of Preference | | | | | | | |  | | | | | | | | | | | | | |
| * 1. A margin of preference shall not apply, **unless otherwise specified in the BDS**. | | | | | | | | | | | | | | | | | | | | | |
| 1. Evaluation of Tenders | | | | |  | | | | | | | | | | | | | | | | |
| * 1. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted. | | | | | | | | | | | | | | | | | | | | | |
| * 1. To evaluate a Tender, the Employer shall consider the following:   (a) the Tender price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Day-work items, where priced competitively;  (b) price adjustment for correction of arithmetic errors in accordance with ITT 31.1;  (c) price adjustment due to discounts offered in accordance with ITT 14.3;  (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 32;  (e) adjustment for nonconformities in accordance with ITT 30.3;  (f) application of all the evaluation factors indicated in Section III (Evaluation and Qualification Criteria); | | | | | | | | | | | | | | | | | | | | | |
| * 1. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Tender evaluation. | | | | | | | | | | | | | | | | | | | | | |
| * 1. If this Tendering Document allows Tenderers to quote separate prices for different contracts (lots), and to award multiple contracts to a single Tenderer, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Tender, is specified in Section III (Evaluation and Qualification Criteria). | | | | | | | | | | | | | | | | | | | | | |
| * 1. If the lowest Evaluated Tender for an admeasurement contract is, in the opinion of the Employer, seriously unbalanced, front loaded or substantially below updated estimates, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract. | | | | | | | | | | | | | | | | | | | | | |
| 1. Comparison of Tenders | | | | | | | | |  | | | | | | | | | | | | |
| * 1. The Employer shall compare all substantially responsive Tenders in accordance with ITT 34.2 to determine the lowest evaluated Tender. | | | | | | | | | | | | | | | | | | | | | |
| 1. Qualification of the Tenderer | | | | | | | |  | | | | | | | | | | | | | |
| * 1. The Employer shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender meets the qualifying criteria specified in Section III (Evaluation and Qualification Criteria). | | | | | | | | | | | | | | | | | | | | | |
| * 1. The determination shall be based upon an examination of the documentary evidence of the Tenderer’s qualifications submitted by the Tenderer, pursuant to ITT 17.1. | | | | | | | | | | | | | | | | | | | | | |
| * 1. An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Employer shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer’s qualifications to perform satisfactorily. | | | | | | | | | | | | | | | | | | | | | |
| 1. Employer’s Right to Accept Any Tender, and to Reject Any or All Tenders | | | | | | | | | | | | | | | | | | | | |  |
| * 1. The Employer reserves the right to accept or reject any Tender, and to annul the tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.  1. Standstill period    1. The Contract shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is specified in the BDS. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Bid is submitted, the Standstill Period shall not apply.   39. **Notification of Intention to Award**  39.1 When a Standstill Period applies, it shall commence when the Employer has transmitted to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:  (a) the name and address of the Bidder submitting the successful Bid;  (b) the Contract price of the successful Bid;  (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;  (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the letter is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;  (e) the expiry date of the Standstill Period;  (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period. | | | | | | | | | | | | | | | | | | | | | |
| 1. Award of Contract | | | | | | | | | | | | | | | | | | | | | |
| 40. Award Criteria | | | |  | | | | | | | | | | | | | | | | | |
| * 1. Subject to ITT 35.1, the Employer shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tendering Document, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily. | | | | | | | | | | | | | | | | | | | | | |
| 1. Notification of Award | | | | |  | | | | | | | | | | | | | | | | |
| * 1. Prior to the expiration of the period of Tender validity, the Employer shall notify the successful Tenderer, in writing, via the Letter of Acceptance included in the Contract Forms, that its Tender has been accepted. At the same time, the Employer shall also notify all other Tenderers of the results of the tendering. | | | | | | | | | | | | | | | | | | | | | |
| * 1. Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract. | | | | | | | | | | | | | | | | | | | | | |
| The Employer shall promptly respond in writing to any unsuccessful Tenderer who, after notification of Intention to award in accordance with ITT 39.1, requests in writing the grounds on which its Tender was not selected.  Any Tenderer may seek administrative review by a written inquiry to the Procuring Entity (Employer), which it considers to be in breach of the Financial Regulations. Any application for review must be submitted in writing to the Accountable Officer of the Procuring Entity, within ten working days from the date the Tenderer knew, or should have known, of the circumstances giving rise to the complaint. If the Accountable Officer does not issue a decision within ten days, or the Tenderer is not satisfied with the decision, the Tenderer may submit a complaint to the Procurement Complaints mechanism established in the Ministry of Finance. | | | | | | | | | | | | | | | | | | | | | |
| 1. Signing of Contract | |  | | | | | | | | | | | | | | | | | | | |
| * 1. Promptly upon notification, the Employer shall send the successful Tenderer the Contract Agreement. | | | | | | | | | | | | | | | | | | | | | |
| * 1. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Employer. | | | | | | | | | | | | | | | | | | | | | |
| 1. Performance Security | | | | |  | | | | | | | | | | | | | | | | |
| * 1. Within thirty (30) days of the receipt of notification of award from the Employer, the successful Tenderer shall furnish the performance security which shall not be less than 10% of the total contract value and in accordance with the conditions of contract, subject to ITT 34.5, using for that purpose the Performance Security Form included in Section IX (Contract Forms), or another form acceptable to the Employer. If the performance security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer’s Country. | | | | | | | | | | | | | | | | | | | | | |
| * 1. Failure of the successful Tenderer to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security. In that event the Employer may award the Contract to the next lowest evaluated Tenderer whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily. | | | | | | | | | | | | | | | | | | | | | |
| 1. Adjudicator | | | | | | | | | | | | | | | | |  | | | | |
| * 1. The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in his Tender. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator. | | | | | | | | | | | | | | | | | | | | | |

Section II - Bid Data Sheet (BDS)

| **ITT reference** | **Tender data that supplements the ITT** |
| --- | --- |
| A. Introduction | |
| **ITT 1.1** | The name of the tendering process is:  International Competitive Bidding (ICB)  The procurement reference number of the tendering process is:  (IUL)13-K/13/2023/202  Project number:  TES/2023/W-034 |
| **ITT 2.1** | The name of the Project is :  **Development of cold storage and associated facilities in Ga. Kooddoo, M. Mulah and K. Kandu Oiy Giri**  The lots of the Main Project are:    **Lot 1:** Building an additional 4000 tonnes of cold storage space and power improvement of Ga. Kooddoo  **Lot 2:** Building a 200 tonnes capacity cold storage and a blast freezing facility in K. Kandu Oiy Giri  **Lot 3**: Building a 500 tonnes capacity cold storage and a blast freezing facility in M. Mulah |
| **ITT 3.1(d)** | A list of firms suspended from participating in Government funded projects is available at https://www.finance.gov.mv/debarred-list |
| **ITT 4.1** | The individuals or firms in a JV shall be jointly liable of any matter for all obligation under this contract and shall designate one of the JV by power of attorney to incur liabilities and accept instructions on behalf the JV. |
| **ITT 4.3 (f)** | The following grades of contractors registered under National Contractors Registry will be eligible to participate in this tender.  Not Applicable |
| B. Tendering Documents | |
| **ITT 7.1** | For **clarification purposes** only, the Employer’s address is:  Ahmed Ikram  Procurement Officer  National Tender  Ministry of Finance  Ameenee Magu, Male’, 20379  Republic of Maldives  Tel: (960) 3349115, (960) 334 9102, (960) 334 9296  E-mail: ahmed.ikram@finance.gov.mv  CC: [tender@finance.gov.mv](mailto:tender@finance.gov.mv)    Requests for clarification should be received by the Employer no later:  **14:00:00 hours Maldivian time on 2nd July 2023.** |
| **ITT 7.4** | A Pre-Tender meeting will be held virtually on: **2nd July 2023, 1300hrs**, via  https://teams.microsoft.com/l/meetup-join/19%3ameeting\_ZWY1M2VhY2MtMzg1NS00ZjkwLTg3MDctYTE4MzU4MTRjNDky%40thread.v2/0?context=%7b%22Tid%22%3a%2242574d6e-387c-4791-9a63-d01d7bea16bf%22%2c%22Oid%22%3a%2224603fb2-80da-48b7-b7af-b7de72b10dd9%22%7d |
| C. Preparation of Tenders | |
| ITT 10.1 | The language of the Tender is: **English** |
| **ITT 11.1(b)** | The following schedules shall be submitted with the Tender:   * Bill of Quantities (Priced BOQ) * Work Schedule |
| **ITT 11.1 (i)** | The Tenderer shall submit with its Tender the following additional documents:  The Tenderer shall submit the following additional documents in its tender:   1. **Power of Attorney** to confirm authorization of the signatory of the Bid to commit the Bidder, in accordance with ITT Clause 20.2. 2. **Business Registration Certificate**.   Registration is not required for International bidders at this stage. However, international bidders shall be responsible to ensure that they confirm with required registration under **Foreign Investment Registration and Foreign Direct Investment Policy** requirements of Maldives prior to bid submission. For more information please visit : <http://www.trade.gov.mv/>   1. **GST Registration Certificate.**   International foreign companies who are already engaged in any work in Maldives, or have re-registered their entity in the Maldives, or have incorporated a company in Maldives shall be eligible to pay local taxes under tax regulations of the Maldives. For more information please visit: <https://www.mira.gov.mv/>   1. **National Contractors Registry Certificate.**   All contractors should adhere to National Contractors Registry and all relevant guidelines and shall sought any permits, if required, applicable at the time of submission of the tender. Registration is not required for international bidders at this stage, however, international bidders shall submit the documents as per clause 13 of ‘Construction Industry Contractor’s Regulation’ at the time of submission. For more information please visit: <http://www.planning.gov.mv/>   1. **Project License**   Registered contractors are required to get Project license for each project, if the project is related to structural works, OR if project value is MVR 1.5 Million or above. Registered contractors are required to get third-party covering insurance, if the project value is MVR 1.5 million or above within 6 months from the implementation of regulation.  For more information please visit: https://www.planning.gov.mv/ |
| **ITT 12.1** | In case of failure to submit and omission of information in Form CON-2 shall not be a ground for bid rejection and such non-compliance will be subject to clarification and rectification during bid evaluation. However, failure of the Bidder to submit the omitted form after clarification shall lead to rejection of the Bid. |
| **ITT 13.1** | Alternative Tenders **shall not** be permitted. |
| **ITT 13.2** | Alternative times for completion **shall not** be permitted. |
| **ITT 13.4** | Alternative technical solutions shall be permitted for the following parts of the Works: N/A |
| **ITT 14.6** | The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract. |
| **ITT 14.7** | All bids shall be quoted inclusive of all applicable local taxes and Goods and Services Tax.  Where bid prices quoted is not indicated or mentioned as “exclusive” of GST or local taxes, the Purchaser have the right to take the quoted bid price deemed to be inclusive of GST and all applicable local taxes.  From 1st January 2023, GST rate of Maldives is 8%.  Where laws do not permit exemption of taxes, the Government of Maldives shall reimburse the Tenderer for any such taxes, levies and duties paid by the Tenderer. The Government of Maldives shall only reimburse the Tenderer for taxes payable under the laws of the Republic of Maldives.    Notwithstanding anything to the contrary in this clause, the Tenderer shall file tax returns as required by the Maldives Inland Revenue Authority in accordance with the applicable tax laws of the Republic of Maldives.    Where the Tenderer is required to pay taxes under the Income Tax Act (Act Number 25/2019) the Tenderer shall only be eligible for a tax exemption where the Tenderer:   1. was granted a tax exemption in accordance with a foreign investment agreement entered into with the Government of Maldives. 2. clearly identified the revenue and profit earned under the Contract in its tax returns. 3. has applied for an exemption only for profits solely earned under the Contract. |
| **ITT 15.1** | The prices shall be quoted by the Tenderer in: **Maldivian Rufiya (MVR) or in United States Dollar (USD)** |
| **ITT 18.1** | The Bids shall be valid for **120** days from the date of bid submission. |
| **ITT 18.3** | Not Applicable |
| **ITT 19.1** | The Tenderer shall furnish a Bid security in the amount of :  Lot 1: USD 35,000.00 or Equivalent in Maldivian Rufiya (MVR)  Lot 2: USD 20,000.00 or Equivalent in Maldivian Rufiya (MVR)  Lot 3: USD 16,000.00 or Equivalent in Maldivian Rufiya (MVR)  The validity of the bid security shall be: **28 days beyond the validity of the Tender.** |
| **ITT 19.3(d)** | None |
| **ITT 20.1** | In addition to the **Original** of the Tender, the number of copies required is: 1 authentic hard copy (stamped) , 1 authentic soft copy (stamped & scanned) |
| **ITT 20.2** | The written confirmation of authorization to sign on behalf of the Tenderer shall indicate:   1. The name and description of the documentation required to demonstrate the authority of the signatory to sign the Tender such as a Power of Attorney; and 2. In the case of Tenders submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITT 4.1(a), and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution.” |
| D. Submission and Opening of Tenders | |
| **ITT 21.1** | Tenderers shall not have the option of submitting their Tenders electronically. |
| **ITT 22.1** | For Tender **submission purposes** only, the Employer’s address is:  Ms. Fathimath Rishfa Ahmed,  Chief Procurement Executive,  National Tender  Ministry of Finance  Ameenee Magu, Male’, 20379  Republic of Maldives  Tel: (960) 3349147, (960) 3349102, (960) 3349296  E-mail: ahmed.ikram@finance.gov.mv  [tender@finance.gov.mv](mailto:tender@finance.gov.mv)    **The deadline for Tender submission is:**  **Date: 20h July 2023**  **Time: 11:00:00 hrs** |
| **ITT 25.1** | The Tender opening shall take place at: Street Address:  National Tender  Ministry of Finance  Ameenee Magu, Male’, 20379  Republic of Maldives  **Immediately after the deadline for Tender Submission** |
| E. Evaluation and Comparison of Tenders | |
| **ITT 32.1** | The single currency for price conversions is: United States Dollar  The source of official selling rates is: Maldives Monetary Authority  The date of exchange rates is: 7 days prior to bid submission date. |
| **ITT 33.1** | The eligible bidders from financing country (Saudi Arabia) are eligible for a margin of preference of 10% in the evaluation of the bids (either solely bidders or with JV). |
| **ITT 38.1** | The duration of the Standstill Period is **five (5)** working days. |
| **ITT 41.4** | The procedures for making a Procurement-related Complaint are detailed in the Chapter 17 of the Public Financial Regulation of the Maldives. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer shall submit its complaint following these procedures, In Writing to:  For the attention: Ms. Fathimath Rishfa Ahmed  Title/position: Chief Procurement Executive  Employer: National Tender  Ministry of Finance  Email address: procurement.officer@finance.gov.mv  [fathimath.rishfa@finance.gov.mv](mailto:fathimath.rishfa@finance.gov.mv)   [tender@finance.gov.mv](mailto:tender@finance.gov.mv) |
| **ITT 42.1** | The Adjudicator proposed by the Employer is**:** Ministry of Finance |

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate Tenders, and qualify Tenderers if the tendering was not preceded by a prequalification exercise and post qualification is applied. In accordance with ITT 34 and ITT 36, no other methods, criteria and factors shall be used. The Tenderer shall provide all the information requested in the forms included in Section IV (Tendering Forms).

## Table of Criteria

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# Evaluation and Qualification Criteria

# 1. Evaluation

In addition to the criteria listed in ITT 34.1 (a) – (e) the following criteria shall apply;

* Tax clearance of the lowest evaluated bidder shall be checked prior to contract award.
* Employer’s requirement (issued with the bidding document) for the project must be met.

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V (Employer's Requirements).

Omission of information on non-significant equipment and personnel requirements described in Section V (Employer’s Requirements) shall not be a ground for bid rejection and such non-compliance will be subject to clarification during bid evaluation and rectification prior to contract award.

1.2 Completion Time

# Bidder Shall agree to complete the whole of the Works comprised in the Contract within the duration stipulated in scope of works for the lots in the employers’ requirement.

# An alternative Completion Time, if permitted under ITT 13.2, will be evaluated as follows: Not Applicable

1.3 Technical Alternatives

Technical alternatives, if permitted under ITT 13.4, will be evaluated as follows:

Not Applicable

1.4 Margin of Preference

The eligible bidders from financing country (Saudi Arabia) are eligible for a margin of preference of 10% in the evaluation of the bids.

1.5 Multiple Contracts

If a Bidder submits several successful (lowest evaluated substantially responsive) bids, the evaluation will also include an assessment of the Bidder’s capacity to meet the following aggregated requirements as presented in the bid:

Average annual turnover,

Financial resources.

2. Qualification

| **Factor** | 2.1 Eligibility | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| Sub-Factor | Criteria | | | | | Documentation Required |
| Requirement | Tenderer | | | |
| Single Entity | Joint Venture, Consortium or Association | | |
| All partners combined | Each partner | At least one partner |
| 2.1.1 Nationality | Nationality in accordance with ITT 4.2. | Must meet requirement | Existing or intended JV must meet requirement | Must meet requirement | N/A | Form ELI –1.1 and ELI 1.2, with attachments |
| 2.1.2 Conflict of Interest | No conflicts of interests as described in ITT 4.4. | Must meet requirement | Existing or intended JV must meet requirement | Must meet requirement | N/A | Letter of Tender |
| 2.1.3 Government Suspension | Not having been suspended from participation in public procurement by the Government as described in ITT 4.5. | Must meet requirement | Existing JV must meet requirement | Must meet requirement | N / A | Letter of Tender |
| 2.1.4 Government Owned Entity | Compliance with conditions of ITT 4.6 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Form ELI –1.1 and 1.2, with attachments |

| **Factor** | 2.2 Historical Contract Non-Performance, Pending Litigation | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| Sub-Factor | Criteria | | | | | Documentation Required |
| Requirement | Tenderer | | | |
| Single Entity | Joint Venture, Consortium or Association | | |
| All partners combined | Each partner | At least one partner |
| 2.2.1 Pending Litigation | Bidder’s financial position and prospective long-term profitability sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Bidder. | Must meet requiremen1 | N/A | Must meet requirement | N/A | Form CON – 2 |

[[1]](#footnote-1)

| **Factor** | 2.3 Financial Situation | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| Sub-Factor | Criteria | | | | | Documentation Required |
| Requirement | Tenderer | | | |
| Single Entity | Joint Venture, Consortium or Association | | |
| All partners combined | Each partner | At least one partner |
| 2.3.1 Historical Financial Performance | Submission of audited balance sheets or if not required by the law of the Tenderer’s country, other financial statements acceptable to the Employer, for the last **three (3)** years to demonstrate the current soundness of the Tenderers financial position and its prospective long-term profitability. As a minimum, the Bidder's net worth for the last year, calculated as the difference between total assets and total liabilities should be positive. | Must meet requirement | N/A | Must meet requirement | N/A | Form FIN –3.1 with attachments |
| 2.3.2. Average Annual Turnover | Minimum average annual turnover of **Lot 1: USD 3.5 million**  **Lot 2: USD 2 million**  **Lot 3: USD 1.6 million**  within the last **three (3)** years. | Must meet requirement | Must meet requirement | Must meet  five percent (5 %) of the requirement | Must meet  Twenty percent (20%) of the requirement | Form FIN –3.2 |
| 2.3.3. Financial Resources | The Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit[[2]](#footnote-2), and other financial means, other than any contractual advance payments to meet:  (i) the following cash-flow requirement:  **Lot 1: USD 1 million**  **Lot 2: USD 0.7 million**  **Lot 3: USD 0.5 million** | Must meet requirement | Must meet requirement | Must meet  Five percent (5 %) of the requirement | Must meet  Twenty percent (20%) of the requirement | Form FIN –3.3 and FIN - 3.4 |

| **Factor** | 2.4 Experience | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| Sub-Factor | Criteria | | | | | Documentation Required |
| Requirement | Tenderer | | | |
| Single Entity | Joint Venture, Consortium or Association | | |
| All partners combined | Each partner | At least one partner |
| 2.4.1 General Experience | Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last **3** years prior to the applications submission deadline. | Must meet requirement | N/A | Must meet requirement | N/A | Form EXP-4.1 |
| 2.4.2 Specific Experience | Participation as contractor, management contractor, or subcontractor[[3]](#footnote-3), in at least **2** contracts[[4]](#footnote-4) that have been successfully[[5]](#footnote-5) or substantially[[6]](#footnote-6) completed within the last 10 years and that are similar to the proposed Works, where the value of the Bidder’s participation exceeds:    **Lot 1: USD 1.5 million**  **Lot 2: USD 1.0 million**  **Lot 3: USD 0.6 million**  The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described inSection c,Employer’s Requirements. | Must meet requirement | Must meet requirements for all characteristics | N / A | Must meet requirement for one characteristic | Form EXP 4.2 |
| 2.4.3 Experience in Key Activities | Key Activity 1: Establishment of refrigeration and/or cold store complexes (minimum 200-ton capacity)  Key Activity 2: Civil works | Must meet requirement | Must meet requirements for all characteristics | N / A | Must meet requirement for one characteristic | Form EXP 2.4.3 |

2.5 Personnel

The Tenderer must demonstrate that it will have the personnel for the key positions that meet the following requirements:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Position** | **No.s** | **Total Work Experience (years)** | **In Similar Works Experience  (years)** |
| 1 | Project Manager | 1 | 10 | 3 |
| 2 | Project Engineer | 1 | 7 | 3 |
| 3 | Site Supervisor | 3 | 5 | 2 |
| 4 | Architect | 1 | 8 | 2 |
| 5 | Mechanical Engineer | 1 | 8 | 3 |
| 6 | Civil/Structural Engineer | 1 | 8 | 3 |
| 7 | Electrical Engineer | 1 | 8 | 3 |

The Tenderer shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Tendering Forms.

2.6 Equipment

The Tenderer must demonstrate that it will have access to the key Contractor’s equipment listed hereafter:

|  |  |  |
| --- | --- | --- |
| **No.** | **Equipment Type and Characteristics** | **Minimum Number required** |
| 1 | Concrete Mixer/ Machine | 1 |
| 2 | Vibrator | 1 |
| 3 | Truck/ Dump Truck | 1 |
| 4 | Excavator/ Barge | 1 |

The Tenderer shall provide further details of proposed items of equipment using the relevant Form in Section IV.

Section IV - Tendering Forms

**Table of Forms**

[Letter of Tender Error! Bookmark not defined.](#_Toc235671317)

[Price Schedules Error! Bookmark not defined.](#_Toc235671318)

[Bill of Quantities or Schedules of Activity **Error! Bookmark not defined.**](#_Toc235671319)

[Form of Tender Security (Bank Guarantee) Error! Bookmark not defined.](#_Toc235671321)

[Technical Proposal Error! Bookmark not defined.](#_Toc235671324)

[Technical Proposal Forms **Error! Bookmark not defined.**](#_Toc235671325)

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[Forms for Equipment **Error! Bookmark not defined.**](#_Toc235671327)

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[Tenderer Information Sheet **Error! Bookmark not defined.**](#_Toc235671329)

[Party to Joint Venture Information Sheet **Error! Bookmark not defined.**](#_Toc235671330)

[Current Contract Commitments/Works in Progress **Error! Bookmark not defined.**](#_Toc235671332)

[Financial Situation **Error! Bookmark not defined.**](#_Toc235671333)

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[Financial Resources **Error! Bookmark not defined.**](#_Toc235671335)

[General Experience **Error! Bookmark not defined.**](#_Toc235671336)

[Specific Experience **Error! Bookmark not defined.**](#_Toc235671337)

Letter of Tender

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

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

Invitation No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Procurement Reference No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To: Ms. Fathimath Rishfa Ahmed,

Chief 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 any 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/2023/W-034- Development of cold storage and associated facilities in Ga. Kooddoo, M. Mulah and K. Kandu Oiy Giri);

Lot 1: Ga. Kooddoo

Lot 2: K. Kandu Oiy Giri

Lot 3: M. Mulah

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: …………………………………………………………….;*[amount in numbers & words]*
2. The amount for Goods and Services Tax (GST) is …………………………………………. *[amount in numbers & words]*
3. (i) The discounts offered are ……………………………….  
   (ii) The methodology for application of discount are: ………………………………;
4. 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 the duration stipulated in **PCC 1.1 (v).**
5. Our Tender shall be valid for the period specified in **ITT 18.1** 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;
6. If price adjustment provisions apply, the Table(s) of Adjustment Data shall be considered part of this Tender;[[7]](#footnote-7)
7. If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering Document;
8. Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;
9. 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 ITT 4.4;
10. We are not participating, as a Tenderer or as a subcontractor, in more than one Tender in this tendering process in accordance with ITT 4.4, other than alternative offers submitted in accordance with ITT 13;
11. 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;
12. We are not a government owned entity/We are a government owned entity but meet the requirements of ITT 4.6;[[8]](#footnote-8)
13. We have paid, or will pay the following commissions, gratuities, or fees with respect to the tendering process or execution of the Contract:**[[9]](#footnote-9)**

|  |  |  |  |
| --- | --- | --- | --- |
| 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} |

Price Schedules

Bill of Quantities

[Note: Bidders shall submit fully priced Bills of Quantities for the projects mentioned below].

Each page of the Bills of Quantities or the Schedule of Activities should be signed by a person with the proper authority to sign documents for the Bidder].

The Bill of Quantities (BoQ) attached with this Tender Document are;

| **Bill of Quantities** | |
| --- | --- |
| **Project Number** | **Project Name** |
|  |  |
|  |  |
|  |  |

Work Schedule

Note: Tenderers shall submit work schedule for each project separately. Project name, Project number, client and duration should be clearly indicated.

Each page of the Work Schedule should be signed by a person with the proper authority to sign documents for the Bidder.

The work schedule should be submitted for the following projects;

| **Work Schedule** | |
| --- | --- |
| **Project Number** | **Project Name** |
|  |  |

|  |
| --- |
| 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 ITT.

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]

Tenderer’s Qualifications

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

a) Form ELI – 1.1: Tenderer’s Information Sheet

b) Form ELI – 1.2: Joint Venture Information Sheet

c) Form CON -2 Historical Contract Non-Performance, Pending Litigation

e) Form FIN -3.1: Historical Financial Performance

f) Form FIN - 3.2: Average Annual Construction Turnover

g) Form FIN – 3.3: Current Contract Commitments

h) Form FIN – 3.4: Financial Resources Requirement

j) Form EXP –4.1: Contracts of Similar Size and Nature

k) Form EXP –4.2: Construction Experience in Key Activities

l) Form PER -5.1: Proposed Personnel

m) Form PER- 5.2: Resume of Proposed Personnel

n) Form EQU -6 : Equipment

**Form ELI 1.1**

**Tenderer Information Sheet**

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

Invitation No: [Insert reference no]

Procurement Reference No.: [insert reference number]

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

|  |  |
| --- | --- |
| 1. Tenderer’s Legal Name | {insert Tenderer’s legal name} |
| 2. In case of JV, legal name of each party: | {insert legal name of each party in JV} |
| 3. Tenderer’s actual or intended Country of Registration: | {insert actual or intended Country of Registration} |
| 4. Tenderer’s Year of Registration: | {insert Tenderer’s year of registration} |
| 5. Tenderer’s Legal Address in Country of Registration: | {insert Tenderer’s legal address in country of registration} |
| 6. Tenderer’s Authorized Representative Information | |
| Name: | {insert Authorized Representative’s name} |
| Address: | {insert Authorized Representative’s Address} |
| Telephone/Fax numbers: | {insert Authorized Representative’s tel/fax numbers} |
| Email Address: | {insert Authorized Representative’s email address} |
| 7. Attached are copies of original documents of: {check the box(es) of the attached original documents} | |
| ☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITT Sub-Clauses 4.1 and 4.2.  ☐ In case of JV, letter of intent to form JV including a draft agreement, or JV agreement, in accordance with ITT Sub-Clauses 4.1  ☐ In case of government owned entity from the Employer’s country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITT Sub-Clause 4.6. | |

**Form ELI 1.2**

**Party to Joint Venture Information Sheet**

[The Tenderer shall fill in this Form in accordance with the instructions indicated below].

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

Invitation No: [Insert reference no]

Procurement Reference No.: [insert reference]

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

|  |  |
| --- | --- |
| 1. Tenderer’s Legal Name: | {insert Tenderer’s legal name} |
| 2. JV’s Party legal name: | {insert JV’s Party legal name} |
| 3. JV’s Party Country of Registration: | {insert JV’s Party country of registration} |
| 4. JV’s Party Year of Registration: | {insert JV’s Part year of registration} |
| 5. JV’s Party Legal Address in Country of Registration: | {insert JV’s Party legal address in country of registration} |
| 6. JV’s Party Authorized Representative Information | |
| Name: | {insert name of JV’s Party authorized representative} |
| Address: | {insert address of JV’s Party authorized representative} |
| Telephone/Fax numbers: | {insert telephone/fax numbers of JV’s Party authorized representative} |
| Email Address: | {insert email address of JV’s Party authorized representative} |
| 7. Attached are copies of original documents of: {check the box(es) of the attached original documents} | |
| ☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITT Sub-Clauses 4.1 and 4.2.  ☐ In case of government owned entity from the Purchaser’s country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITT Sub-Clause 4.6. | |

Form CON – 2  
 Historical Contract Non-Performance, Pending Litigation

Tenderer’s Legal Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Joint Venture Tenderer’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Pending Litigation**

|  |  |  |  |
| --- | --- | --- | --- |
| **Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria in, Sub-Factor 2.2.2** | | | |
| ☐ No pending litigation | | | |
| ☐ Pending litigation (if any pending litigation, please fill below) | | | |
| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency),** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification:  Name of Employer:  Address of Employer:  Matter in dispute:  Party who initiated the dispute:  Status of dispute: | *[insert amount]* |

**Form FIN – 3.1**

**Financial Situation**

**Historical Financial Performance**

To be completed by the Tenderer and, if JV, by each partner

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

Tenderer’s JV Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Procurement No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Financial information** | **Historic information for previous three years (MVR equiv in ,000s)** | | | | |
| **Year** |  |  |  | **Avg.** | **Avg. Ratio** |
| **Information from Balance Sheet** | | | | | |
| **Total Assets (TA)** |  |  |  |  |  |
| **Total Liabilities (TL)** |  |  |  |  |
| **Net Worth (NW)** |  |  |  |  |  |
| **Current Assets (CA)** |  |  |  |  |  |
| **Current Liabilities (CL)** |  |  |  |  |
| **Information from Income Statement** | | | | | |
| **Total Revenue (TR)** |  |  |  |  |  |
| **Profits Before Taxes (PBT)** |  |  |  |  |
|  | | | | | |
|  | | | | | |

☐ Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

* Must reflect the financial situation of the Tenderer or partner to a JV, and not sister or parent companies
* Historic financial statements must be audited by a certified accountant
* Historic financial statements must be complete, including all notes to the financial statements
* Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

**Form FIN – 3.2**

Average Annual Turnover

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

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Procurement No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

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|  |  |  |
| --- | --- | --- |
| **Annual turnover data** | | |
| **Year** | **Amount and Currency** | **MVR equivalent** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| \*Average Annual Turnover |  |  |

\*Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Section III (Evaluation and Qualification Criteria), Sub-Factor 2.3.2, divided by that same number of years.

**Form FIN 3.3**

Current Contract Commitments

Tenderers and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner’s name below:

Joint Venture Partner: ………………………………….

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | Name of Contract | Employer’s  Contact (Address, Tel, Fax) | Contract Completion Date | Outstanding Contract  Value  (X) a | Remaining Contract Period in months (Y)  b | Monthly Financial Resources Requirement  (X / Y) |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |
| Total Monthly Financial Requirements for Current Contract Commitments | | | | | | MVR …………………. |

a Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline (MVR equivalent based on the foreign exchange rate as of the same date).

bRemaining contract period to be calculated from 28 days prior to bid submission deadline.

Form FIN 3.4

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria)

|  |  |
| --- | --- |
| **Source of financing** | **Amount (in MVR equivalent)** |
| Working Capital (to be taken from FIN - 1) |  |
| Lines of Credit *a* |  |
| Other Financial Resources *b* |  |
|  |  |

**a**  Shall be substantiated by a letter from the bank/financial institution issuing the line of credit in accordance with note 1 of 2.3.3. Financial Resources in Section III- Evaluation and Qualification criteria.

**b**Other financial means such as unencumbered real assets should be substantiated with “Asset Clearance Certificate” from all the Banks and financial institutions currently running in the Maldives, and provide documentary evidence stating its clearance from any encumbrance, liens or any obligations on any assets claimed as financial resources.

**Form EXP 4.1**

General Experience

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

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tendering No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Form EXP – 4.2**

Specific Experience

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

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Procurement Ref No: \_\_\_\_\_\_\_\_\_\_\_

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| **Similar Contract Contract number….. of ……** | **Information** | | |
| --- | --- | --- | --- |
| **Contract Identification Number** |  | | |
| **Contract Name** |  | | |
| **Award date** |  | | |
| **Completion date** |  | | |
| **Role in Contract** | ☐Contractor | ☐ Management Contractor | ☐Subcontractor |
| **Total contract amount** |  | | MVR |
| **If partner in a JV or subcontractor, specify participation of total contract amount** | % |  | MVR |
| **Description of the similarity [**in accordance with Sub-Factor 2.4.2) of Section III (Evaluation and Qualification Criteria)] in: |  |  |  |
| **Physical size** |  | | |
| **Complexity** |  | | |
| **Methods/Technology** |  | | |
| **Employer’s Name:** |  | | |
| **Address:** |  | | |
| **Telephone/fax number:** |  | | |
| **E-mail:** |  | | |

*\*\*Reference Letters should be attached with the forms.*

**Form EXP –4.3**

**Experience in Key Activities**

Fill out one (1) form per contract. Please provide completion certificate from client with English translation if required.

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract with Similar Key Activities** | | | |
| **Contract No** . . . . . . **of** . . . . . . | **Contract Identification** |  | |
| **Award Date** |  | **Completion Date** |  |
| **Role in Contract** | * **Contractor** | * **Management Contractor** | * **Subcontractor** |
| **Total Contract Amount** | **US$** | | |
| **If partner in a Joint Venture or subcontractor, specify participation of total contract amount** | **Percent of Total** | **Amount** | |
| **Employer’s name**  **Address**  **Telephone number**  **Fax number**  **E-mail** |  | | |
| **Description of the key activities in accordance with Criterion 2.4.3 of Section 3**  **(to be filled for the relevant criteria listed below)** | | | |
| For the above or other contracts executed during the period stipulated in 2.4.3 above, a minimum experience in the following key activities: |  | | |
| Key Activity 1:  Establishment of refrigeration and/or cold store complexes (minimum 200 ton capacity) |  | | |
| Key Activity 2:  Civil works |  | | |

Forms for Personnel

**Form PER – 5.1: Proposed Personnel**

Tenderers should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III (Evaluation and Qualification Criteria). 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** |
| **5.** | **Title of position** |
|  | **Name** |
| **6.** | **Title of position** |
|  | **Name** |
| **7.** | **Title of position** |
|  | **Name** |

**Form PER – 5.2: Resume of Proposed Personnel**

The Tenderer shall provide all the information requested below. Fields with asterix (\*) shall be used for evaluation.

|  |  |  |
| --- | --- | --- |
| **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 in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

|  |  |  |
| --- | --- | --- |
| From\* | To\* | Company, Project , Position, and Relevant Technical and Management Experience\* |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Form EQU-6

Forms for Equipment

The Tenderer 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 Tenderer. The Tenderer shall provide all the information requested below, to the extent possible. Fields with asterisk (\*) shall be used for evaluation.

|  |  |  |
| --- | --- | --- |
| **Type 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** | |

The following information shall be provided only for equipment not owned by the Tenderer.

|  |  |  |
| --- | --- | --- |
| **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** | |
|  |  | |

Section V - Eligible Countries

**Eligibility for the Provision of Goods=, Works and Services in Bank-Financed  
Procurement**

1. **The bidding is international Competitive bidding (ICB)**

2. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

i) as a matter of law or official regulation, the Republic of Maldives prohibits commercial relations with that Country, or

ii) by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of Maldives prohibits any import of goods from that Country or any payments to persons or entities in that Country.

3. For the information of Tenderers, at the present time firms, goods, works and services from the following countries are excluded from this tendering:

**No countries are excluded from tendering. Except what is mentioned in SFD guidelines for the boycott requirement**

PART 2 – Employer’s Requirements

Section VI - Employer’s Requirements

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Scope of Works

1. Scope of Works

**1.1 General Background:**

Maldives Industrial Fisheries Company Ltd (MIFCO) is a public company incorporated in 1993 to engage in the production, processing and marketing of fish and fishery products in the Maldives. MIFCO aims to continually develop the Maldivian fisheries industry by supplying sustainable fishery products and expanding its services to reach out a larger part of the Maldives.

**1.2 Project Overview:**

Maldives Industrial Fisheries Company Limited (MIFCO) is seeking interested parties for “Broadening the services of MIFCO’s fisheries operations within the Maldives”. The project has four individual components that are to be executed in four different locations of the Maldives. The selected Contractor(s) for the component(s) shall design, execute, and complete all the works and remedy the defect therein the component(s) that they have been selected for.

**1.3 Project Brief:**

Although the main project is named “Broadening the services of MIFCO’s fisheries operations within the Maldives” the components of the main project will be treated as separate projects for contractual purposes. Potential Contractors have the right to Tender and Win more than one component if they wish to do so.

**1.3.1 Lot 1- Building an additional 4000 tons of cold storage space and power improvement for Ga.Kooddoo**

1. Kooddoo has an existing 2000 ton capacity of cold storage for frozen tuna. Additional 4000 tons storage is needed to be added to this storage by adding two separate storages of 2000 tons each adjacent to the existing stores connected by ante rooms. Each of these new 2000 tons storage is to be divided into 4 stores of 500 tons storage capacity. The two new 2000 tons cold storages are to be operated independent of each other. Storage temperature is to be maintained at -25oC. Anteroom temperatures are to be maintained at 0oC. Cold stores are to be equipped with frozen fish storage baskets which could hold 1000 kg in each basket.
2. Expansion of Cold stores will need extra power as refrigeration capacity will be increased. Kooddoo is electrified by its own power generation. There is an existing power house with diesel powered generators. Existing power generation capacity is not enough to run all facilities together and face power shortage when the refrigeration complex run at full capacity during good fishing season and ice plants have to run at maximum capacity. With added infrastructure and allowance for standby power, it is estimated the 2 megawatt power will be needed to run the plant without power shortage. For this purpose, 2 generators of 1 Megawatt is needed to be added to upgrade the power grid of Kooddoo.
3. For the purpose of installing 2 generators of 1 megawatt each, the powerhouse building may have to be extended giving consideration to the existing building and control room and control equipment.

**1.3.2 Lot 2- Building a 200 tons capacity cold storage and blast freezing facility in Kan’duoigiri.**

1. Building a new cold storage with capacity to store 200 tons of frozen tuna at -25oC. The cold store should include ante room and fish sorting area for frozen fish removed from blast freezer. Temperature of ante room is to be maintained at 0oC.
2. Appropriate storage containers for cold stores should be provided. Each container should be able to hold about 1000 kg of frozen fish
3. The cold store building is to include a cold air blast freezer with appropriate movable freezing racks for keeping whole tuna for blast freeing. The blast freezer should be able to freeze 20 tons of average size whole tuna (about 2.5 – 3 kg) to a backbone temperature of -20oC in less than 10 hours.
4. The blast freezer is to have automatic defrosting.

**1.3.3 Lot 3 - Building a 500 tons capacity cold storage and a brine freezing facility in M. Mulah**

1. Building of a 500 ton storage capacity cold storage for frozen tuna to maintain temperature at - 25oC.
2. The cold storage is to be built with 2 stores each with capacity 250 tons in each store
3. Appropriate storage containers for cold stores should be provided. Each container should be able to hold about 1000 kg of frozen fish
4. The cold store has to have ante room capable of maintaining room temperature at 0oC.
5. The cold store is to be provided with brine freezing facilities.
6. Brine freezing is to be provided for 50 tons of fresh tuna per 8 hours shift and to be operated for 2 shifts daily.
7. Fresh fish is needed to be frozen to a backbone temperature of -10oC in less than 8 hours.
8. Brine freezers are to be constructed in units of 10 tons capacity each.
9. Loading and unloading facilities for brine tanks should be provided by means of overhead gantry cranes.
10. Frozen fish are needed to be sorted into different sizes or weight, and facilities should be provided for the purpose.

**1.4 General Scope**

In conjunction to the above project brief, the contractor shall design, execute and complete all the Works and remedy the defect therein. The Contractor shall prepare the Detail design as per Employer’s Requirement and obtain approval from the Employer.

The Contractor shall bring in all materials, machinery, equipment and necessary labour. The Contractor shall provide food and lodging for all management staff and labour. The Contractor shall provide temporary water and electricity and communication connections including cost for connection, monthly charges and termination costs or establish alternative solutions at site to ensure the availability of temporary utility services.

The Contractor shall fabricate, supply and execute the installation of buildings, equipment, systems and furniture necessary to complete and make ready for operation as per the approved detail Drawings, Finishing Schedule, Conditions of contract, specifications and in compliance with applicable standards & codes and with requirements of relevant authorities.

The work progress and quality of work will be inspected by the Employer throughout the Construction Stage, to check whether the Works confirm with the above-mentioned documents.

The Contractor shall dispose of any debris or waste materials as per regulatory authority guidelines or any other means arranged by the Contractor.

**1.5 The Stages of Work**

This Work will be categorized in the following stages:

* Design stage
* Construction stage
* Maintenance stage

The **total duration** for the completion of the lots specified in the project shall be as follows~~(e~~xcluding maintenance stage).

Lot 1 – 365 days

Lot 2 – 200 days

Lot 3 – 300 days

**2. DESIGN STAGE**

Contractor shall complete the detail design prior to construction work, in accordance to Employer’s requirement, and the regulation and guidelines of relevant local authorities.

Contractor shall prepare and submit Detail design for the architectural, structure and service drawings and required shop drawings of the Works. The Contractor shall not deviate his design from the Project Brief and Initial Drawings provided by the Employer except for any changes for those Employer gives consent during the design stage.

All architectural drawings should be signed and stamped by a locally registered architect. All Structural drawings should be signed and stamped by a locally registered Engineer. All the Services drawings should be submitted along with calculations. Fire services drawing should be approved and stamped by MNDF. All services drawings should comply with regulatory authorities and service providers’ requirements, and should be submitted along with calculations.

With the submission of Contractor’s Documents, the Employer would provide the necessary feedback. In giving feedbacks the Employer would check whether if it fits the design guidelines, function, aesthetics, materials, etc. and a two-way dialogue will be conducted in order to attain satisfactory level of work. In addition, review meetings/sessions will be held every week to monitor the progress and to provide timely feedback to ensure the submissions fit the requirement.

Commencement of physical/permanent Works will be upon receiving the approval (from the Employer) for all the drawings and documents listed under 2.2 “Contractor’s Documents related to Design Stage”. However, the Employer shall have the discretion to permit the Contractor to commence the physical Works upon submission of the documents related to Building Services, provided that the remaining documents under 2.2 “Contractor’s Documents related to Design Stage” have been approved by the Employer.

The Design Stage should be separated in the work Program indicating the important milestones of Design Stage considering the review period (Feedback period). The review period for design is 14 calendar days. Thus, the review period is included in the Design Stage.

In case of ambiguities within the Employer’s requirement or scope of works mentioned in anywhere in the Tender document, Employer’s Requirement would take precedence. Employer will provide the support to give clarification to any queries which the contractor would require at any stage. The design shall take into account cost effectiveness as per standards.

The Contractor shall complete the Contractor’s Documents in the order given in “2.2 Contractor’s Documents related to Design Stage”

The Time of Completion for Design Stage shall be maximum duration of 60 calendar days, inclusive of review periods and approvals.

The Design Stage is only deemed to be completed when the Employer has issued the approval for all “2.2 Contractor’s Documents related to Design Stage”.

**2.1 Scope of works related to Design Stage**

The major scope of works related to design stage include (but not limited to):

* Conducting all necessary surveys, studies and investigations to assess the existing site conditions and prepare reports
* Carry out Geotechnical survey and & Soil Investigation report.
* Load tests (when required).
* Prepare Environmental Impact Assessment report and obtain approval (if required)
* Prepare and approve the preliminary and final design documents in accordance to the requirements of Employer. The documents are the submission listed in 2.2 “Contractor’s Documents related to Design Stage” below.

**2.2 Contractor’s Documents related to Design Stage**

Contractor’s Documents will include Preliminary Design Submission and Final Design Submission. The Contractor’s Documents in the order to be completed during the Design Stage are outlined below:

**Preliminary Design Submission: All drawings must be submitted in AutoCAD format.**

**Architectural Submission**

Preliminary Architectural submission will include the following drawings;

* + Circulation plan (including surrounding context of site)
  + Floor plans
  + Sections
  + Elevations
  + Detailed site plan with all signs, parking, & building footprints clearly marked.
  + Detailed Landscaping plan (hardscapes & softscapes)
  + Exterior & interior renders
  + All relevant details

**Structural Submission**

Preliminary Structural submission will include the following drawings;

* + Final submission should be checked and signed by
  + Licensed Engineer(s) including at least one local registered Engineer
  + Accredited structural checker (with stamp)
  + Structural Analysis Report and design calculations
  + Soil Investigation/Geotechnical Study Report
  + Environmental Impact Assessment Report (If required)
  + Specification for the materials to be used in structural works.
  + Specific methodologies to be used for parts of work, (if any) required for construction by design.
  + Lapping of bar, anchorage & curtailment requirement of the reinforcement has to be specified according the design code.
  + Structural System descriptions
  + Plans of all floors showing structural grid and vertical circulation grid
  + Floor lines and rooflines and top of parapets indicated with dimensions
  + Foundation system
  + Column layouts
  + Sections and elevations
  + Beam layouts
  + Necessary detail drawings

**Building Services Submission**

* + Air-Conditioning System and proposed locations (If applicable)
  + Mechanical Ventilation System and proposed locations
  + Fire Safety Design
  + Fire Detection and Alarm System
    1. Portable extinguisher
    2. Fire Blankets if required
    3. Dry Riser system
    4. Hose Reel system
    5. Sprinkler system
  + Water, Drainage and plumbing proposal
  + Electrical systems
  + Lighting and Power System
  + Emergency Lighting System
  + Earthing System
  + Lightning Protection System
  + Emergency Electrical Supply (Generator Set)
  + Communication and GPON in building network
  + Building Access Control
  + CCTV System
  + Public Address System
  + Automatic Barrier Gate System

**Interior Concept Drawings submission**

* + Plans
  + Material schedule
  + Tiling Layouts (If applicable)

**Details submission**

* + Large scale details of major exterior wall assemblies
  + Typical window and door details
  + Partition types and details
  + Connection details

**Final Design Submission: All drawings must be submitted in AutoCAD, PDF format, as well as Printed Drawing sets.**

**Architectural Submission**

Architectural submission will include the following drawings;

* + Floor plans
  + Sections
  + Elevations
  + Massing
  + Detailed site plan with all signs, parking, landscaping & building footprints clearly marked.
  + Exterior & interior renders
  + All relevant details

**Structural Submission**

Structural submission will include the following drawings;

* + Detailed structural drawings with all the detailing must be submitted for Employer’s approval prior to commencement of physical works. Final submission should be checked, stamped and signed by
    1. Licensed Engineer(s) including at least one local registered Engineer
    2. Accredited structural checker (with stamp)
  + Structural Analysis Report, design calculations and
  + A table of loads considered for different areas, floor wise.
  + Soil Investigation/Geotechnical Study Report
  + Environmental Assessment Report
  + Specification for the materials to be used in structural works.
  + Specific methodologies to be used for parts of work, (if any) required for construction by design.
  + Lapping of bar, anchorage & curtailment requirement of the reinforcement has to be
  + specified according the design code.
  + Structural System descriptions
  + Plans of floor showing structural grid and vertical circulation grid
  + Floor lines and rooflines indicated with dimensions
  + Foundation system
  + Column layouts
  + Sections and elevations
  + Beam layouts
  + Necessary detail drawings
  + Details of prevention measures of heat transfer to interior of the building through the concrete surface which exposed to direct sunlight (Such as roof tops)
  + Details of suitable corrosive prevision methods for exposed steel used in the building.
  + Details of proper water proofing mechanism for water retaining structures such as water tanks, sumps etc.
  + Grade of the cover block should be same as the structural member.
  + Methods of transportation, placement & curing of concrete. (according to BS standards)
  + Materials used for structural elements. (This must be tested according to standards. Such laboratory tests should confirm the Mechanical/chemical/ physical properties of the materials)
  + Minimum strength of cement shall not be less than 42.5 N/mm2
  + Details of precaution regarding special need (Chloride, Sulphate etc.) considering costal environment.
  + Attached technical specification can be followed and Codes (British and Euro Code) will be given priority.

**Building Services Submission**

Building Services drawings at detail design stage should include all the services plans consisting of the following minimum requirements.

a. General

* 1. General notes
  2. Location and site plans
  3. Legends and symbols

b. Electrical Drawings

* + 1. Lighting, sockets and switches layout
    2. Emergency lighting layout
    3. Electrical cable layouts including cable routes from panel to each DB
    4. Earthing system conductor size location and installation method
    5. Lightning system conductor equipment specification, size, location and installation method
    6. Riser diagrams
    7. Emergency Generator details and distribution network, if required
    8. Duct details for electrical systems
    9. Electrical load calculations and single line diagrams including main cable details with trench and duct sizes
    10. Main panel board and panel board room detail and location
    11. Emergency Generator details and distribution network, if required

**c- Mechanical and Plumbing**

i. HVAC system

* + 1. AC Indoor unit Location, gas pipe layout, outdoor unit location and drain

pipe layout where AC is provided

* + 1. Cooling Unit for Cold Storage Indoor Location, gas pipe layout, outdoor

unit location and drain pipe layout where cooling units are provided.

* + 1. AC provision locations where provision is provided
    2. Mechanical ventilation layout and details
  1. Water Supply system distribution layout drawing, pipe sizes, fixtures and equipment. Water Main connection, tanks, pump and meter room details including service entry details
  2. Drainage System layout drawings, pipe sizes, inspection chambers, fixtures and
  3. equipment
  4. Rain Water System layout drawings, pipe sizes fixtures and disposal Method
  5. Fire Fighting system equipment layout drawings, pipe layout drawings and riser details
  6. Vertical Pipe and duct details for HVAC, water supply, drainage and firefighting system
  7. Water Main connection and/or tanks, pump and meter room details including service entry details
  8. Fire Fighting tank and pump room details
  9. Drainage system main connection and inspection chamber details
  10. Lift and/or escalator details

**d. Extra Low Voltage Drawings**

* 1. CCTV system equipment layout drawing, cable layout drawing, equipment details
  2. Fire Alarm system equipment layout drawing, cable layout drawing and riser

details approved by MNDF

* 1. Building Access control system layout drawings and equipment
  2. Low voltage ducts details.
  3. GPON drawings as per the In-Building Cabling Standards
  4. Public Address system details
  5. Carpark Barrier Gate System details (If applicable)
  6. Material and finishing schedule
  7. Local authority approvals, including but not limited to Fire Drawings and Panel board drawings.
  8. Soil Investigation/Geotechnical Survey report (If required)
  9. Environmental Impact Assessment report

**- Details Submission**

i Large scale details of major exterior wall assemblies

ii Typical window and door details

iii Key areas shown including stairs, elevators, shafts and other conditions where wall sections reveal the third dimension

iv Partition types and details

v Connection details

vi Roof and ceiling detail

**- Other submissions**

* Material and Technical Specification for general civil works and services should be provided.
* Bill of quantities (BOQ) (priced and unpriced) (in MS Excel & PDF Format) should be provided.
* Any other drawings or documents required for local authority approval should be approved.
* Minimum three (3) printed and stamped sets of the above-mentioned drawings and documents should be submitted
* Drawings Submission Form with the appropriate parts filled and signed by Registered Architect & Engineer with checker’s certificate.
* The Contractor is required to submit and approve a work schedule indicating the important milestones of Design Stage considering the review period (Feedback period) within two days of signing the contract.
* With the submission of above-mentioned documents & drawings, the Employer would provide the necessary feedback. In giving feedbacks the Employer would check whether if it fits the design guidelines, function, aesthetics, materials, façade etc. and a two-way dialogue attain satisfactory level of work.

Please note the following:

* ‘Satisfactory Level’ will be decided using the ‘Method of Implementation’.
* All architectural drawings should comply with the Local Authority Guidelines
* All Architectural drawings should be approved, signed and stamped by a Local Architect
* All structural drawings should be checked and signed by:
  + Licensed Engineer(s) including at least one local registered Engineer
  + Accredited structural checker (with stamp)
* All services drawings should comply with local authority guidelines and regulations along with the necessary approvals from the relevant local authorities. Electrical load calculations and single line diagram should be approved by Utility Regulatory Authority. Fire protection and firefighting system drawings should be approved by MNDF.
* Documents, drawings submitted in the stage must be submitted in soft copies as well. All drawings must be submitted in PDF format AutoCAD format, Revit Model and XML format.
* Following the submission of all above Contractor’s Documents, the contractor shall submit:
* Three (3) sets of Architectural, Structural drawings and services drawings, approved and stamped by local Architects and Engineers.
* Three (3) sets of all other drawings

**3. CONSTRUCTION STAGE**

Contractor shall commence physical/permanent Works upon receiving the approval (from the Employer) for all the drawings and documents listed under 2.2 “Contractor’s Documents related to Design Stage”. However, the Employer shall have the discretion to permit the Contractor to commence the physical works such as Site mobilization, Site preparation and Ground works prior to completion of Design Stage with a written approval obtained from the Employer.

The Contractor shall Construct and complete the Works in accordance to the approved detail Drawings, Project Brief, Finishing Schedule, Conditions of contract, specifications and compliance with applicable standards & codes and with requirements of relevant authorities. The Contractor shall ensure that all the Works mentioned in the Employer’s Requirement are completed. The Works shall be completed and ready for operation inclusive of establishment of all service connections required as per design.

The Contractor shall submit all the documents stated in Employer’s Requirements, including all documents in 3.1 “Contractor’s Documents related to Construction Stage” and Conditions of Contract for Review and approval. The Employer will check/review whether the submitted documents is practical and give approval/comments. The review period by the Employer is 14 days from the submission date of each document except for services shop drawings. The review period by the Employer for any services shop drawing will be 21 days.

All the materials to be used for the project should be approved from the Employer. No work should be executed without prior approval of the Employer. Inspections should be requested after making the work ready for inspection for all the works. Method statements where required should be submitted and approved from Employer prior to commencement of works.

The work progress and quality of work will be inspected by the Employer throughout the Construction Stage, to check whether the Works conform with the contract and above-mentioned documents. The Contractor shall facilitate the Employer to carry out these inspections.

The Time of Completion for Construction Stage shall be maximum duration of …. days. The Construction Stage will be counted starting after 60 days has passed from the Commencement Date despite all the drawings and documents under “2.2 Contractor’s Document related to Design Stage” has been approved or not. Notwithstanding the aforementioned, Contractor can only commence the physical works on Site for which he has obtained written approval from the Employer.

The Construction stage is only deemed to be completed when the Employer has issued the “Taking- Over Certificate” in accordance to the Conditions of Contact.

**3.1 Scope of works related to Construction Stage**

The major scope of Works is (but not limited to the following);

1. Site clearance, site preparation and all ground works, including removal of all trees & vegetation on site.
2. Construction and completion of all foundation and concrete works.
3. Fabricate, supply, and install the proposed portal frame steel structure system including wall frame, roof frame, floor frame, and any other required steel components to complete.
4. Construction and completion of cold storage units and proper circulation as per approved design drawings and specifications.
5. Construction and completion of entrances, access control systems, CCTV, road markings, including signage/graphics as per approved design drawings and specifications.
6. Roller shutter doors for vehicular and other access purposes, shall be of locally available and a reputed brand with local service experience and spare parts available locally.
7. Construction and completion of roof cladding, internal and external facades and all the exterior and interior finishing works, including doors & windows, as per approved detail designs and specifications. Cold Storage units to include insulated walls, floors and ceilings as per design and specifications.
8. Execution, completion, testing and commissioning of all services up to and including main connections, which includes (but not limited to), HVAC system, electrical system, emergency lighting system, plumbing and drainage system, firefighting system, fire detection, fire alarm system & access control system, lightening protection system, telephone and GPON, IT infrastructure and CCTV system to complete as per approved design drawings and specifications.
9. Supply, installation and commissioning of generators and main panel board as per Design and approved specifications (If applicable).
10. Construction and completion of all external works within the Site boundary line including the boundary walls, gates, perimeter drains, and landscape works (softscape and hardscape), underground service networks, paving, parking, curbs including markings and signage as per approved design drawings and specifications.
11. Construction and completion of any other works mentioned in Project Brief.

All above should be completed, as per approved detail Drawings, Project Brief, Finishing Schedule, Conditions of contract, specifications and compliance with applicable standards & codes and with requirements of relevant authorities. The Contractor shall ensure that all the Works mentioned in the Employer’s Requirement are completed. The Works shall be completed and ready for operation.

**3.2 Contractor’s Documents related to Construction Stage**

The Contractor shall submit all the documents stated in Employer’s Requirements and Conditions of Contract for Review and approval.

**3.2.1 Project management plan & work program**

The contractor shall submit the following, as soon as practicable after the contract is signed, but not later than the date stated in conditions of contract. These documents should be revised during construction stage when required

(a) Detail work program showing the list of works/tasks in detail with start & end date, durations for each work/task which also shall include the critical path. The detail work program shall include:

* + Manpower schedule showing the number and timing of required personals for Works.
  + Equipment schedule showing the supplying number and timing of major apparatus, machinery, vehicles and any other.  
    (b) Materials supply schedule showing the supplying number and timing of required materials

(c) Key Personnel specified in 3.4 “key personal” showing the numbers and qualifications, and timing of required personals for Works.

(d) Project Management plan which shall include how the project will be carried out, outlining the scope and milestone, health and safety plan, risks and communication management plan.

(e) Work methodology or method statement showing the method each work will be carried out, responsibilities of the contractors’ personnel, inspections and testing carried out.

(f) Project quality plan showing how the quality of the project is ensured, delineating the procedures, inspection and test carried out.

(g) Project cash flow forecast showing the how the billing will be made for the Works.

**3.2.2 Project monitoring documents**

The contractor shall submit the followings documents as detailed below, after the contract is signed.

(a) Daily progress report should be submitted daily, showing all the activities carried out at site, the number of personnel (both direct & indirect), machinery & plant, major materials used, weather condition and any other important incidents at site.

(b) Weekly progress report should be submitted weekly, showing all the activities carried out at site, the planned activities for the following week, the number of personnel (both direct & indirect), machinery & plant, major materials used, weather condition, progress photos and any other important incidents at site.

(c) Monthly progress report should be submitted monthly before the 10th of every month, showing all the progress at site, planned VS actual using a Gantt chart, the number of personnel (both direct & indirect), machinery & plant, major materials used, weather chart, materials approved, claim notice & claims, variations, financial status, progress photos and any other important incidents at site and off site. Additionally, the report shall include the following as a minimum requirement:

* Ongoing Works and Upcoming works for next month- Incidents/Accidents Report (if any)
* Issues and Challenges on site
* List of attended inspections and its reports
* List of instructions given on-site
* Documentation of approved methodologies
* Test & Analysis Report (if any)

**3.2.3 Quality assurance documents**

The contractor shall submit the followings, as soon as practicable after the contract is signed. A sample of these documents will be provided by the Employer during the implementation as a guide; however, the employer may amend these formats at any time.

(a) Material approval form should be submitted along with the physical sample where applicable, and with other specific and certificates.

(b) Request for information should be submitted whenever the contractor has a doubt about any matter specially the drawings.

(c) Request for Inspection should be submitted after making the work ready for inspection, for all works. Sample of the form will be provided by the Employer during the implementation. This form may be amended by the employer at any time.

**3.2.4 Shop drawings**

The Contractor shall submit any shop drawings request by the Employer, for Architectural, structural, Electrical, Public Health Engineering, Firefighting, HVAC and communications, and other services mentioned in the Project Brief.

**3.2.5 As-built**

The Contractor shall submit As-Built Records of Architectural drawings, Structural drawings and Services drawings, as described in the condition of contract.

**3.2.6 Operation and Maintenance Manuals**

The Contractor shall submit operation and maintenance manuals of all the Plants (apparatus, equipment, machinery and vehicles) as described in the condition of contract.

**3.2.7 Services Warranty**

All the cold storage units shall include Five (5) years’ service warranty and maintenance, and the Generator sets shall have Two (2) years’ service warranty and maintenance. The contractor shall provide a letter from a local party stating that regular maintenance works, if required, can be carried out locally.

**3.3 Testing on completion**

All the facilities and systems to be Constructed and completed in the Works should be tested on completion, as described in the condition of contract.

**4. MAINTENANCE STAGE**

The Contractor shall rectify any defect notified prior and during the Maintenance stage in accordance to the approved Drawings, Specifications, Conditions of contract and compliance with requirements of relevant authorities.

The Maintenance period shall be a duration of 365 calendar days.

The Maintenance stage is only deemed to be completed when the Employer has issued the “Performance Certificate” in accordance to the Conditions of Contact.

**4.1 Contractor’s Documents related to Maintenance Stage**

The Contractor shall submit all the documents stated in Employer’s Requirements and Conditions of Contract for Review and approval.

**5. CONDITIONS OF CONTRACT:**

The Conditions of Contract comprise the “General Conditions”, which form part of the “Conditions of Contract for EPC/Turnkey Projects “Second Edition 2017 published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), the Contract Data (Particular Conditions – Part A) and the following “Special Provisions” (Particular Conditions – Part B), which include amendments and additions to such General Conditions

**6. STANDARDS:**

The Design shall be done in accordance to the requirement, standard and codes set in Project Brief, and in compliance with the local and statutory authorities which include not limited to the following;

**Local & statutory authorities**

* Maldives Industrial Fisheries Company Ltd (MIFCO)
* Male’ Water & Sewerage Company Pvt Ltd (MWSC) – Water and Sanitation Service Provider
* Maldives National Defence Force (MNDF) – Fire Protection Authority
* Ministry of Environment, Climate Change and Technology
* Ministry of Health
* State Electric Company Ltd (STELCO) – Energy and Power Service Provider
* FENAKA - Energy and Power Service Provider
* Relevant Telecom and Internet Service Provider
* National Fire Protection Association (NFPA)
* Maldives Civil Aviation Authority (CAA)
* Utility Regulation Authority (URA)

All Construction Works shall be carried out in accordance with approved detail Drawings, Finishing Schedule, Furniture schedule, Conditions of contract, specifications and compliance with applicable standards & codes set out in the Project Brief and in compliance with the requirements of relevant local authority guidelines and regulations. If no particular standard is quoted, then the appropriate “British Standard” shall apply.

**7. WORK PROGRESS:**

The actual work progress will be determined by the Employer in reference to the submitted Work program and actual work on site.

**8. ADDITIONAL INFORMATION**

**8. 1 Project Site access and temporary Land**

The contractor shall clear the site once site access is granted, and inform the Employer for demarcation of site. The Employer will then provide the site boundaries.

The contractor shall assess and take in to consideration the difficulties and challenges in respect to all site conditions. The contract sum shall be inclusive of such considerations. The Contractor should also examine the accessibility of temporary and permanent services.

Regarding temporary connections, it is contractor’s responsibility to obtain the temporary water and electricity from the service providers, to carry out the construction works and terminate all the temporary connections when the project is completed. All the cost should be borne by the contractor including initial setup costs and ongoing monthly bills. If such services are not available in the site area contractor shall provide on Contractor’s own cost alternative methods to obtain electricity, water and any other utility service which is required to complete the work.

Ensuring and establishment of the permanent connections for services for the completion and operation of the building, and all associated intermediate works shall be the responsibility of the Contractor. It is Contractor’s responsibility to obtain the permanent connections for water and electricity from nearest possible network/substation. It is also the responsibility of Contractor to connect the flush out to the nearest waste network line.

All materials shall be approved by Employer prior to commencing works on site. The contractor shall submit a sample with all necessary information including specification/manual/tests certificate etc. to the employer for material approval.

The contractor shall also examine the accessibility of routes to site, nearest material unloading and loading ports/harbour, and take all these matters in to considerations. The contract sum shall be inclusive of such considerations.

Contractor shall inspect and assess the site prior to submitting proposal and clarify all information necessary. The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of his proposal for the works and of the lump sum price stated in the proposal, which shall be inclusive of all ancillary and other works and expenditure whether separately or specifically mentioned or described in this document and Contract documents or not, which are either indispensably necessary to carry out and bring completion of the Works described in this document and Contract documents or which may continently become necessary to overcome difficulties’ before completion.

Contractor’s temporary facilities, plant, machinery, vehicles, etc. shall be part of contractor’s scope & respective costs shall be included in the Contract amount. No temporary land will be allocated and Contractor is to manage the materials, equipment and other storage & handling requirements within the project site or seek other options.

Contractor shall pay all the applicable duties, taxes such as Goods and Services Tax (GST), Withholding Tax (WHT), Business Profit Tax (BPT), other levies empowered by the Maldivian Government for the execution and completion of the whole works and remedying of any defects therein.

Contractor should take all necessary safety measures when carrying out the construction works. Contractor shall also abide to the guidelines of the municipal and relevant local authorities when carrying out the works.

**9.2 Pandemic COVID-19**

The contractor shall assess and take in to consideration the difficulties and challenges in respect to Pandemic COVID-19 during execution of the contract. The contract sum shall be inclusive of such considerations.

Drawings

[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder].

| **List of Drawings** | | |
| --- | --- | --- |
| **Project Number** | **Drawing Number** | **Drawing Title** |
|  |  |  |
|  |  |  |
|  |  |  |

Bill of Quantities or Activity Schedule

[The following units of measurement and abbreviations are recommended for use].

|  |  |  |  |
| --- | --- | --- | --- |
| **Unit** | **Abbreviation** | **Unit** | **Abbreviation** |
| cubic meter  hectare  hour  kilogram  lump sum  meter  metric ton (1,000 kg) | m3 or cu m  ha  h  kg  sum  m  t | millimetre  month  number  square meter  square millimetre  week | mm  mon  nr  m2 or sq m  mm2 or sq mm  wk |

Supplementary Information

PART 3 –Contract

Section VII – General Conditions of Contract

The Conditions of Contract comprise the “General Conditions”, which form part of the “Conditions of Contract for Plant and Design-Build” 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.

Section VIII – Particular Conditions of Contract

The Conditions of Contract comprise the “General Conditions”, which form part of “Conditions of Contract for Plant and Design” First Edition 1999 published by the International Federation of Consulting Engineers (FIDIC), and the following “Particular Conditions” , which include amendments and additions to such General Conditions.

| **Item** | **Sub-Clause** | **Data** |
| --- | --- | --- |
| ***Clause 1*** |  |  |
| ***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 Sub-Clause 1.5 and substitute:*  The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found, the priority shall be such as may be accorded by the governing law. The Engineer has authority to issue any instruction which he considers necessary to resolve an ambiguity or discrepancy. |
| ***Other Definitions*** | 1.1.6.10 | *Add after 1.1.6.9*  *“Employer’s Representative” means an entity or a person assigned by the entity for the monitoring of Works under the under Contract.* |
| ***Clause 2*** |  |  |
| ***Employer’s Representative*** | 2.6 | *Insert Additional sub-Clause 2.6 after Sub-Clause 2.5*  The Employer’s Representative shall:   * monitor the works on site daily and prepare daily sheets for the work progress. * hold monthly site meetings with the project team * Inform the employer of any issue to be rectified or requiring immediate attention. * Assist the Engineer in resolving issues at site which need the intervention of Employer. |
| ***Engineer’s Duties and Authority*** | 3.1 | *Insert this at the end of Sub- Clause 3.1 as (d):*  “The Engineer shall obtain the specific approval of the Employer before ordering any works involving delay or any extra payment by the Employer or to make variation of or in the Works or Contract.” |
| ***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 second paragraph, insert the following:*  *Performance Security will be 10% of the contract price.* If the Performance Security is in the form of a bank guarantee, it shall be issued either (a) by a local bank, or (b) by a foreign bank located in the country, acceptable to the Employer*.* |
| ***Contractor’s Representative*** | 4.3 | *At the end of the second paragraph of Sub-Clause 4.3:*  The Contractor’s Representative and all these persons shall also be fluent in English Language. |
| ***Subcontractors*** | 4.4 | Prior consent shall not be required if the value of the subcontract is less than one percent (1%) of the Accepted Contract Amount. |
| ***Protection of the Environment*** | 4.18 | *add sub paragraph as follows;*  Contractor must comply with Environment Protection and Preservation Act 1993, and prepare any documents deemed necessary by the Environment Impact Assessment Regulations 2007, and receive consent to the document from the Environment Protection Agency before executing contractual Works and temporary works under this Contract. |
| ***Clause 5*** |  |  |
| ***General Design Obligations*** | 5.1 | The outline design provided as part of the Employer’s Requirement is a basic requirement. Detail design must be prepared taking into consideration this concept design without deviation. |
| ***Clause 6*** |  |  |
| ***Engagement of Staff and Labour*** | 6.1 | *Add to this Sub-Clause*  The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualification and experience from sources within the Country of Works. |
| ***Alcoholic Liquor or Drugs*** | 6.12 | *Add this Sub-Clause*  The Contractor shall not, otherwise than in accordance with the Laws of the Maldives, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal by Contractor’s personnel. |
| ***Arms and Ammunition*** | 6.13 | *Add this Sub-Clause*  The Contractor shall not give, barter or otherwise dispose of to any person, any arms or ammunition of any kind, or allow Contractor’s personnel to do so. |
| ***Festivals and Religious Customs*** | 6.14 | *Add this Sub-Clause*  The Contractor shall respect the recognized festivals, days of rest, and local and religious customs of the Maldives. |
| ***Clause 8*** |  |  |
| ***Commencement of Work*** | 8.1 | The Commencement Date shall be the date of signing of the Agreement. |
| ***Clause 11*** |  |  |
| ***Defects liability period*** |  |  |
| ***Delay Damages*** | 8.7 | Delay damages shall be calculated as follows:  The liquidated damages for the whole of the Works are as:  (CP x 0.0025 x LD) where CP is the Accepted Contract amount, while, LD is late duration for every day which shall elapse between the time for completion until such date on which the Contractor is able to complete the Works.  The maximum amount of liquidated damages for the whole of the works is 10% (Ten percent) of the final contact price. |
| ***Clause 13*** |  |  |
| ***Provisional Sums*** | 13.5 | *This Sub-Clause is not applicable.* |
| ***Clause 14*** |  |  |
| ***The Contract Price*** | 14.1 | Add the following sub-paragraph   1. if any part of the Works is to be paid according to works completed, Engineer shall use the rate specified in the Contractor’s priced Schedule. |
| ***Advance Payment*** | 14.2 | Advance payment will be 20% of the contract price and shall be paid to the contractor within 45 days subject to submission of an acceptable Advance Payment Guarantee. |
| ***Retention Money*** | 14.3 | Delete the entire sub clause (c) and add the following para.  “Any amount to be deducted for retention, calculated by applying 5% (five percent) of retention to the total of the above amounts, until the amount so retained by the Employer reaches the limit of Retention Money (if any).  half the total amount retained shall be repaid to the Contractor after the completion and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. |
| ***Retention Money*** | 14.9 | Percent of payment retained will be 05% of the contract price, |
| ***Plant and Materials intended for the Works*** | 14.5 | Sub-paragraph (b) is not applicable. |
| ***Clause 15*** |  |  |
| ***Corrupt or Fraudulent Practices*** | 15.6 | Sub Clause 15.6 is amended to read as under:  If the Employer determines that the Contractor and Financier has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days’ notice to the Contractor, terminate the Contractor’s employment under the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such expulsion had been made under Sub- Clause 15.2 [Termination by Employer].  Should any employee of the Contractor or Financier be determined to have engaged in corrupt, fraudulent or coercive practice during the execution of the work then that employee shall be removed in accordance with Sub-Clause 6.9 [Contractor’s Personnel].  The Employer requires that all Contractors adhere to the Employer’s Policies for the Procurement of Works and Goods. In particular, the Employer requires that the executing agencies and contracting agencies, as well as all firms, entities and individuals bidding for or participating in this project, including, inter alia, applicants, bidders, contractors, consulting firms and individual consultants (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Employer all suspected acts of fraud or corruption of which it has knowledge or becomes aware, during the Bidding Process and throughout the negotiation or execution of a Contract. Fraud and corruption are prohibited. Fraud and corruption include acts of: (a) bribery, (b) extortion or coercion, (c) fraud and (d) collusion.  The definitions of actions set forth below cover the most common types of corrupt practices, but are not exhaustive. For this reason, the Employer shall also take action in the event of any similar deed or complaint involving alleged acts of corruption, even when these are not specified in the following list. The Employer shall in all cases proceed in accordance with Sub-Clause 15.6.  In pursuance of this policy:   1. The Employer defines the terms set forth below as follows: 2. "Bribery" meaning the offering or giving of anything of value to influence the actions or decisions of third parties or the receiving or soliciting of any benefit in exchange for actions or omissions related to the performance of duties; 3. "Extortion" or "Coercion" meaning the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force, where potential or actual injury may befall upon a person, his/her reputation or property; 4. "Fraud" meaning any action or omission intended to misrepresent the truth so as to induce others to act in reliance thereof, with the purpose of obtaining some unjust advantage or causing damage to others; and 5. "Collusion" meaning a secret agreement between two or more parties to defraud or cause damage to a person or entity or to obtain an unlawful purpose; 6. If the Employer, in accordance with its administrative procedures, demonstrates that any firm, entity or individual bidding for or participating in this project including, inter alia, applicants, bidders, contractors, consulting firms, individual consultants, purchasers, executing agencies and contracting agency (including their respective officers, employees and agents) engaged in an act of fraud or corruption in connection with this project, the Employer may: 7. decide not to accept any proposal to award a contract or a contract awarded; 8. suspend the operation if it is determined at any stage that evidence is sufficient to support a finding that an employee, agent or representative of the Employer, Executing Agency or Contracting Agency has engaged in an act of fraud or corruption. |
|  |  |  |
| ***Clause 18*** |  |  |
| ***General Requirements for Insurances*** | 18.1 | Add the following at the end of Sub-Clause 18.1:  Acceptable to the Employer. |
| ***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. |
| ***Force Majeure*** |  | At the end of Sub-Clause 19.4 (b), insert the following;  “The Contract Price may be adjusted to take into account the additional costs incurred by the Contractor as a result of a Force Majeure event. However, the adjusted amount for the additional costs shall not be more than 20% of the Contract Price.” |
| ***Arbitration*** | 20.6 | The dispute shall be finally settled in accordance with the Rules of Maldives International Arbitration Centre. The Seat of Arbitration shall be in Male', Maldives. |

Section IX - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Tenderer after contract award.

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Letter of Acceptance

[To be produced on letterhead paper of the Employer/Procuring Entity]

To:

[name and address of the Contractor ]

**Subject: Notification of Award of Contract:**

This is to notify you that your Tender dated………………. [insert date] for the execution of the . . . . . . . . . .[insert name of the contract and procurement reference number, as given in the Invitation to Tender] for the Accepted Contract Amount of the equivalent of . . . . . . . . [insert amount in numbers and words and name of currency], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section IX (Contract Forms) of the Tendering Document.

[Choose one of the following statements:]

We accept that ………………………………. [insert the name of Adjudicator proposed by the Tenderer] be appointed as the Adjudicator.

[or]

We do not accept that ……………………………. [insert the name of the Adjudicator proposed by the Tenderer] be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to …………………………………… [insert name of the Appointing Authority], the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITT 42.1 and GCC 23.1.

|  |  |
| --- | --- |
| 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 Procuring Entity} |
| Date: | ……... day of ……….…………….. ………….{DD/MM/YY} |

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the [insert date] day of [insert month], [insert year], between [name of the Employer] (hereinafter “the Employer”), of the one part, and [name of the Contractor] (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as [name of the Contract] should 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 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 Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

* + 1. the Letter of Acceptance
    2. the Contractor’s Tender
    3. the Particular Conditions
    4. the General Conditions;
    5. the Specification
    6. the Drawings; and
    7. the completed Schedules,

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. 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 or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of Maldives on the day, month and year indicated above.

**For and on behalf of the Employer/Procuring Entity**

|  |  |
| --- | --- |
| Signed: | ……………………………………….. |
| Name: |  |
| In the capacity of: | [Title or other appropriate designation] |

**For and on behalf of the Contractor**

|  |  |
| --- | --- |
| Signed: | ……………………………………….. |
| Name: |  |
| In the capacity of: | [Title or other appropriate designation] |

[**Note**: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

**For and on behalf of each member of the Joint Venture**

|  |  |
| --- | --- |
| Signed: | ……………………………………….. |
| Name of member: |  |
| In the capacity of: | [Title or other appropriate designation] |

|  |  |
| --- | --- |
| Signed: | ……………………………………….. |
| Name of member: |  |
| In the capacity of: | [Title or other appropriate designation] |

Performance Security

[The issuing bank, as requested by the successful Contractor, shall fill in this form in accordance with the instructions indicated]

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

Title of the procurement: [Insert general title of the procurement]

Procurement Reference No: [insert reference]

Bank’s Branch or Office: [insert complete name of Guarantor]

**Beneficiary:** [insert complete name of Employer/Procuring Entity]

Performance Guarantee No:

We have been informed that …….. [name of the Contractor], (hereinafter called “the Contractor”) has entered into Contract No. . . . . . [procurement reference number of the Contract]. dated [insert day and month], [insert year], with you, for the execution of ……………….. [name of contract and brief description of Works] (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we …………………. [name of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ………………………… **[name of the currency and amount in figures] 1**…. (. . . . . [amount in words]) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the . . . . . day of . . . . . . . . . . , . . . . . . **2**, and any demand for payment under it must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed ….[six months][one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

. . . . . . . . . . . . . . . . . . . . . . . . . . . .   
**[Seal of Bank and Signature(s)]**

**Note –**

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

**1** The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.

**2** Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

Advance Payment Security

[The bank, as requested by the successful Contractor, shall fill in this form in accordance with the instructions indicated.]

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

Title of the procurement: [Insert general title of the procurement]

Procurement Reference No: [insert reference]

[Issuing bank’s letterhead]

**Beneficiary:** [insert legal name and address of Procuring Entity]

**ADVANCE PAYMENT GUARANTEE No.:** [insert Advance Payment Guarantee no.]

**Advance Payment Guarantee No:**

We have been informed that ………. [name of the Contractor] (hereinafter called “the Contractor”) has entered into Contract No……. [procurement reference number of the Contract], dated [insert day and month], [insert year] with you, for the execution of …………………….. [name of contract and brief description of Works] (hereinafter called “the Contract”).

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum …….. [name of the currency and amount in figures] 1 (…... [amount in words]) is to be made against an advance payment guarantee.

At the request of the Contractor, we ……... [name of the Bank]. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ……... [name of the currency and amount in figures]**\*** (……. [amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number ……….[Contractor’s account number]. at ……... [name and address of the Contractor’s Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the …... day of …………..2, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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

. . . . . . . . . . . . . . **[Seal of Bank and Signature(s)]**. . . . . . . . . . . . . .

**Note** –

All italicized text is for guidance in preparing this demand guarantee and shall be deleted from the final document.

1 The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

2 Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee

# SECTION 7 – CONTRACTOR’S PROPOSAL

(This section shall comprise of the Contractor’s Technical Proposal)

**Appendix – Letter of Tender**

**Appendix to Tender**

|  |  |
| --- | --- |
| **GCC 1.3** | Email |
| **GCC 1.4** | Laws of the Republic of Maldives |
| **GCC 1.4** | English |
| **GCC 2.1** | Within 15 Days starting from the signing the agreement |
| **GCC 4.2** | 10% of the contract price in Maldivian Rufiya |
| **GCC 14.2** | If the contractor requests an advance payment within 45 days for the date of signing of contract, the Employer shall make advance payment to the Contractor**,** against provision of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The total advance payment shall not exceed 20% of the contract price. Payment will be made in Maldivian Rufiya.  Advance Payment should be repaid through percentage deduction from each interim payment. |
| **GCC 14.9** | Any amount to be deducted for retention, calculated by applying 5% (five percent) of retention to the total of the above amounts, until the amount so retained by the Employer reaches the limit of Retention Money (if any).  Remaining amount shall be paid when the Defects Liability Period has passed and the Project Manager/Engineer has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. |
| **GCC 14.15** | Maldivian Rufiyaa |
| **GCC 18.3** | Not applicable |
| **GCC 20.2** | Not applicable |

1. This requirement also applies to contracts executed by the Bidder as JV member [↑](#footnote-ref-1)
2. Financial resources such as Line of Credits specified shall be sought from Financial Institutions. All financing facilities sought for other than this specific project, shall be presented along with a written confirmation of the facility balance by the facility provider. The written confirmation shall not carry a date earlier than 30 days prior to the date of bid submission. [↑](#footnote-ref-2)
3. Subcontracts shall be considered only for First Tier Subcontracts (Works subcontracted through Primary Contractor), which are inline and in full adherence to the main contracts. Such contracts shall also be subject to verification by the Employer, Government Authorities and Third Parties. [↑](#footnote-ref-3)
4. All contracts submitted for experience requirements shall be subject to verification by the Employer, Government Authorities and Third Parties. [↑](#footnote-ref-4)
5. 100% of the works fully completed. [↑](#footnote-ref-5)
6. 90% of the works completed and asset/place have been put to use for the purpose for which they were intended. [↑](#footnote-ref-6)
7. *Include if price adjustment provisions apply in the Contract in accordance with PCC Sub-Clause* ***13.8 Adjustments for Changes in Cost****.* [↑](#footnote-ref-7)
8. ***Use one of the two options as appropriate.*** [↑](#footnote-ref-8)
9. ***If none has been paid or is to be paid, indicate “none”.*** [↑](#footnote-ref-9)