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**Ministry of Finance**

Republic of Maldives

**Bidding Document**

**for**

**Design & Build for Construction of Water Supply and Sewerage Facilities in 18 islands**

**Project Number: TES/2020/W-025**

**(National Competitive Bidding – Single Stage Single Envelope)**

Employer: Ministry of National Planning, Housing and Infrastructure

November 2020

National Tender

Ministry of Finance

# Bidding Procedures

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### Scope of Bid

1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (**BDS**), the Employer, as indicated in the **BDS**, issues this Bidding Document for the procurement of plant and services as specified in Sections VI-XI (Employer’s Requirements). The name, identification, and number of lots (contracts) of the National Competitive Bidding (NCB) are provided in the **BDS**.

1.2 Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in Sections XII (General Conditions of Contract).

### Environmental & Social Compliance

The bidder agrees to;

1. Comply and ensure that its subcontractors, if any, comply with international environmental and labor standards consistent with applicable law and regulations in the country of implementation of the project, including the fundamental conventions of the International labor organization (ILO) and International Environmental treaties.
2. Adopt any environmental and social risk mitigations measures as defined in the environmental and social management plan or the notice of environmental and social impact issued by the employer

### Corrupt Practices

3.1 The Government of Republic of Maldives represented by the Ministry of Finance and Treasury requires that bidders, suppliers, and contractors in the Government of Maldives financed contracts; observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government of Republic of Maldives represented by the Ministry of Finance:

a. defines, for the purposes of this provision, the terms set forth below as follows:

(i) “Corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” means 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) “Coercive practice” means 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;

(iv) “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(v) “obstructive practice” is

(aa) deliberately destroying falsifying altering or concealing of evidence material to the investigation or making false statement investigators in order top materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice: and/ or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigations or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Environment’s inspections and audit rights provided for under the Contract.

b. will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and

c. will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in Government of Maldives financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an Government of Maldives financed contract.

### Eligible Bidders

4.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 4.6 and conditions stated in BDS or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:

a. all partners shall be jointly and severally liable for the execution of the contract in accordance with the contract terms, and

b. the JV shall nominate 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 bidding process and, in the event the JV is awarded the Contract, during contract execution

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of Maldives or any other countries mentioned in the BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed sub-Contractors or suppliers for any part of the Contract including related services.

4.3 A Bidder shall meet the following criteria to be eligible to participate in public procurement:

(a) have the legal capacity to enter into the contract;

(b) 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;

(c) have fulfilled its obligations to pay taxes.

(d) 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

(e) not have a conflict of interest in relation to the procurement requirement in accordance with Sub-Clause 4.4.

(f) shall be a registered under the National Contractors Registry, in the categories as **specified in the BDS.**

4.4 A Bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding 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 Bid of another Bidder, or influence the decisions of the Employer regarding this tendering process; or
  5. a Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one Bid; or
  6. a Bidder 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 Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

4.5 A Bidder that has been suspended from participation in public procurement by the Government in accordance with ITB 3, at the date of the deadline for Bid submission or thereafter, shall be disqualified.

4.6 Government-owned entities of the country shall be eligible only if they can establish that they

(i) are legally and financially autonomous,

(ii) operate under the principles of commercial law, and

(iii) are not dependent agencies of the Employer or the Borrower.

4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.8 Firms shall be excluded if 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 Borrower’s country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

### Eligible Plant and Services

5.1 Restrictions on origin are as follows; goods and services from country under embargo from the United Nations

5.2 Deleted.

### Sections of Bidding Document

6.1 The Bidding Document consists of Part I, II, III and IV, which include all the Sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITB 8.

*PART I Bidding Procedures*

Section I - Instructions to Bidders (ITB)

Section II - Bid Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria (EQC)

Section IV - Bidding Forms (BDF)

Section V - Eligible Countries

*PART II Employer’s Requirements*

Section VI – Island Info & Design Requirements

Section VII – Technical Specifications Part 1 – General Works

Section VIII – Technical Specifications Part 2 – Sewerage Works

Section XI - Technical Specifications Part 3 – Water Supply System Works

Section X – Typical Drawings

Section XI – Land Use Plan of the islands

*PART III Conditions of Contract and Contract Forms*

Section XII - General Conditions of Contract (GCC)

Section XIII – Special Conditions of Contract (SCC)

Section XIV – Contract Forms

*PART IV Price Schedules*

Section XV Part 1 - Preambles to Price Schedules

Section XV Part 2 – Price Schedules

6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.

6.3 The Employer is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

### Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer’s address indicated in the **BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond to any request for clarification, provided that such request is received no later than the date stipulated as clarification deadline in the **BDS** later than twenty-one (21) days prior to the deadline for submission of bids. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.

7.2 The Bidder is advised to visit and examine the site where the plant is to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of plant and services. The costs of visiting the site shall be at the Bidder’s own expense.

7.3 The Bidder 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 Bidder, 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.

7.4 The Bidder’s designated representative is invited to attend a pre-bid 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.

7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the pre-bid meeting.

7.6 Minutes of the pre-bid 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 Bidders who have acquired the Bidding Document as defined under ITB 6. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

### Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer as defined under clause ITB 6.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 24.2

### Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### Language of Bid

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

### Documents Comprising the Bid

11.1 The Bid shall comprise the following:

* + 1. Letter of Bid;
    2. Bid Security, in accordance with ITB 21
    3. Alternative bids, if permissible, in accordance with ITB 13;
    4. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22.2;
    5. Documentary evidence establishing in accordance with ITB 14 that the Equipment / Machinery and services offered by the Bidder in its bid or in any alternative bid, if permitted, are eligible;
    6. Documentary evidence in accordance with ITB 15 establishing the Bidder’s eligibility and qualifications to perform the contract if its bid is accepted;
    7. Documentary evidence establishing in accordance with ITB 16 that the plant and services offered by the Bidder conform to the bidding document;
    8. Technical Proposal in accordance with ITB 17;
    9. Completed Price Schedules, in accordance with ITB 18, or as stipulated in the **BDS**;
    10. In the case of a bid submitted by a JV, the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the work to be executed by the respective partners;
    11. List of subcontractors, in accordance with ITB 17.2; and
    12. Any other document required in the **BDS**

### Letter of Bid and Schedules

12.1 The Letter of Bid, and the Schedules, and all documents listed under ITB 11 shall be prepared using the relevant forms furnished in Section IV (Bidding Forms) and section XV price schedules. 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.

### Alternative Bids

13.1 Unless otherwise indicated in the **BDS**, alternative bids shall not be considered. If they are allowed, the **BDS** will also indicate whether they are permitted in accordance with ITB 13.3, or invited in accordance with ITB13.2 and/or ITB 32.

13.2 When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included in the **BDS**, and the method of evaluating different time schedules will be described in Section III (Evaluation and Qualification Criteria).

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Employer’s requirements as described in the bidding document must also provide:

(i) a price at which they are prepared to offer a plant meeting the Employer’s requirements; and

(ii) all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

13.4 When bidders are invited in the **BDS** to submit alternative technical solutions for specified parts of the facilities, such parts shall be described in Part II (Employer’s Requirements). Technical alternatives for the specific parts of the facilities that comply with the performance and technical criteria specified for the plant and services shall be considered by the Employer on their own merits, pursuant to ITB 32.

### Documents Establishing the Eligibility of Plant and Services

14.1 To establish the eligibility of the plant and services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section XV.

### Documents Establishing the Eligibility and Qualifications of the Bidder

15.1 To establish its eligibility and qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding information sheets included in Section IV -Bidding Forms

15.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 36.

15.3 If the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.

### Documents Establishing Conformity of the Equipment /Machine and Services

16.1 The documentary evidence of the conformity of the equipment and services to the Bidding Document may be in the form of literature, drawings and data, and shall furnish:

a. a detailed description of the essential technical and performance characteristics of the equipment and services, including the functional guarantees of the proposed plant and services, in response to the Specification;

b. a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the plant for the period named in the **BDS**, following completion of plant and services in accordance with provisions of contract; and

c. a commentary on the Employer’s Specification and adequate evidence demonstrating the substantial responsiveness of the equipment and services to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its bid, provided that it demonstrates to the Employer’s satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Specification.

16.2 In order to facilitate evaluation of Bids, deviations, if any, from the terms and conditions or Specification shall be listed as indicated in ITB 17.2.

### Technical Proposal

17.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4.5 Technical Proposal, in sufficient detail to demonstrate the adequacy of the Bidders’ proposal to meet the work requirements and the completion time.

17.2 For major items of plant/work component and services as listed by the Employer in Section III (Evaluation and Qualification Criteria), which the Bidder intends to purchase/construct/install or subcontract, the Bidder in addition to detailed information required to determine technical competence, financial soundness, experience and capability of sub-contractor in Section III (Evaluation and Qualification Criteria) shall also give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Employer for these items. Bidders are free to list more than one Subcontractor against each item of the plant and services. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

17.3 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 3, and that any equipment or services to be provided by the Subcontractor comply with the requirements of ITB 3and ITB 4.

### Bid Prices and Discounts

18.1 Unless otherwise specified in the **BDS** and/or Sections VI-XI (Employer’s Requirements), bidders shall quote for the entire plant and services on a “single responsibility” basis such that the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the equipment. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning of the equipment and, where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

18.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document. If a Bidder wishes to make a deviation, such deviation shall be listed in the relevant form in Section IV Bidding Forms – Technical Proposal. The Bidder shall also provide the additional price if any, in the relevant form in Section IV – Bidding Forms – Price Proposal for withdrawal of the deviation.

18.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section XV.

18.4 The Bid price shall be inclusive of all taxes, duties, levies and charges payable in the Employer’s country as of twenty-eight (28) days prior to the deadline for submission of bids.

18.5 The current edition of Incoterms, published by the International Chamber of Commerce shall govern.

18.6 The prices shall be either fixed or adjustable as specified in the **BDS**.

a. In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

b. In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and contractor’s equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A bid submitted with a adjustable price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labor and material indices in the corresponding Form in Section XIV (Contract Forms).

18.7 If so indicated in **BDS** 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction (discount) for the award of more than one contract shall specify in their Letter of Bid the price reductions applicable to each package, or alternatively, to individual contracts within the package, and the manner in which the price reductions will apply.

### Currencies of Bid and Payment

19.1 The currency(ies) of the bid shall be, as specified in the **BDS**.

19.2 Bidders shall indicate in the Schedule of Prices and the Letter of Bid the portion of the bid price that corresponds to expenditures incurred in the currency of the Employer’s country.

19.3 Bidders expecting to incur expenditures in other currencies for inputs to the Facilities supplied from outside the Employer’s country and wishing to be paid accordingly may indicate in the Schedule of Prices and the Letter of Bid up to three foreign currencies of their choice.

### Period of Validity of Bids

20.1 Bids shall remain valid for the period specified in the **BDS** after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

### Bid Security

21.1 Unless otherwise specified in the **BDS**, the Bidder shall furnish as part of its bid, in original form, either a Bid Securing Declaration or a bid security as specified in the **BDS**. In the case of a bid security, the amount shall be as specified in the **BDS**.

21.2 The bid security shall be a demand guarantee, at the Bidder’s option, in any of the following forms:

a. an unconditional bank guarantee; or

b. an irrevocable letter of credit; or

c. a cashier’s or certified check;

all from a reputable source from an eligible country. The bid security shall be submitted either using the Bid Security Form included in Section IV - Bidding Forms, in the case of a bank guarantee, or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB20.

21.3 If a bid security is specified, any bid not complying with ITB 21.1 and ITB 21.2, shall be rejected by the Employer as non-responsive.

21.4 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s furnishing of the performance security pursuant to ITB 44.

21.6 The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2 or

(b) if the successful Bidder fails to:

i. sign the Contract in accordance with ITB43; or

ii. furnish a performance security in accordance with ITB 44.

iii. furnish a domestic preference security if so required.

21.7 The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.

21.8 If a bid securing declaration is executed in accordance with ITB 21.1, the Employer will declare the Bidder ineligible to be awarded a contract by the Employer for the period of time stated in the Form of Bid-Securing Declaration.

### Format and Signing of Bid

22.1 The Bidder shall prepare one original set of the documents comprising the bid as described in ITB 11 and clearly mark it “ORIGINAL BID”. Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE”. In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid including where entries or amendments have been made shall be signed or initialed by the person signing the bid.

22.3 A bid submitted by a JV shall be signed so as to be legally binding on all partners.

22.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

### Submission, Sealing and Marking of Bids

23.1 Bidders may submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

(a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 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 ITB Sub-Clauses 23.2 and 23.3.

(b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

23.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Employer in accordance with ITB 24.1;

(c) bear the specific identification of this bidding process indicated in the **BDS** 1.1; and

(d) bear a warning not to open before the time and date for bid opening, in accordance to ITB 27.1.

23.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid. Such Bids shall not be accepted and shall be returned to the respective Bidder at the time of opening of Bid.

### Deadline for Submission of Bids

24.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the **BDS.**

24.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

### Late Bids

25.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 24. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

### Withdrawal, Substitution, and Modification of Bids

26.1 A Bidder may withdraw, substitute, or modify its bid 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 ITB 22.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

a. prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawals 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 bids, in accordance with ITB 24.

26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.

26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Technical Bid or any extension thereof.

### Bid Opening

27.1 The Employer shall conduct the opening of Bids in the presence of Bidders` designated representatives who choose to attend and at the address, date and time specified in the **BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub clause 23.1 shall be as specified in the **BDS**.

27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.

27.3 Second, envelopes marked “SUBSTITUTION” shall be opened, read out, recorded, and exchanged the corresponding Bid being substituted, which are to be returned to the bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

27.4 Next, outer envelopes marked “MODIFICATION” shall be opened, read out, recorded with the corresponding Bid. No Bid Modification shall be permitted unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at Bid opening.

27.5 All the other envelopes shall be opened one at a time, and the following read out and recorded:

(a) The name of the Bidder;

(b) Whether there is a modification or substitution;

(c) The Bid Prices, discounts, and alternative offers;

(d) The presence of a Bid Security, if required; and

(d) Any other details as the Employer may consider appropriate.

Only Bids and alternative Bids read out and recorded at bid opening shall be considered for evaluation. No Bids shall be rejected at the opening except for late bids, in accordance with ITB Sub-Clause 24.1.

27.6 The Employer shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid price, any discounts, and alternative proposals if they were permitted; and the presence or absence of a bid security or a bid securing declaration, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’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 Bidders who submitted bids in time and posted online when electronic bidding is permitted.

### Confidentiality

28.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

28.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

### Clarification of Bids

29.1 To assist in the examination, evaluation, comparison and qualification of the Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder 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 bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 34.

29.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer’s request for clarification, its bid may be rejected.

### Deviations, Reservations, and Omissions

30.1 During the evaluation of bids, the following definitions apply:

a. “Deviation” is a departure from the requirements specified in the Bidding Document;

b. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

c. “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.

### Preliminary Examination of Bids

31.1 The Employer shall examine the Bid to confirm that all documents and technical documentation requested in ITB Sub-Clause 11.1 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the Bid may be rejected.

31.2 The Employer shall confirm that the following documents and information have been provided in the Technical bid. If any of these documents or information is missing, the offer may be rejected.

* + 1. Letter of bid
    2. written confirmation of authorization to commit the bidder;
    3. Bid Security, if applicable and
    4. Documentary evidence in accordance with ITB 15 establishing the Bidder’s eligibility and qualifications to perform the contract if its bid is accepted;
    5. Technical Proposal in accordance with ITB 17.
    6. Completed Price Schedules, in accordance with ITB 18, or as stipulated in the **BDS**;

### Responsiveness of Bid

32.1 The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB11.1

32.2 A substantially responsive bid is one that meets the requirements of the Bidding 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 plant and services specified in the Contract; or

ii. limit in any substantial way, inconsistent with the Bidding Document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or

b. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

32.3 The Employer shall examine the overall completeness and compliance of the Bid with the Employer’s Requirements; deviations from the Employer’s Requirements; conformity of the plant and equipment and services offered with specified performance criteria; suitability of the plant and equipment and services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail may be rejected for non-responsiveness; technical aspects of the Bid Submitted in accordance with ITB 17, Technical Proposal in particular shall confirm that all requirements of Sections VI-XI (Employer’s Requirements) have been met without any material deviation or reservation.

32.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

### Nonmaterial Nonconformities

33.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformity in the bid that do not constitute a material deviation, reservation or omission.

33.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

33.3 Provided that a Bid is substantially responsive, the Employer shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall 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 method indicated in Section III (Evaluation and Qualification Criteria).

### Correction of Arithmetical Errors

34.1 Provided the bid is substantially responsive, the Employer shall correct the arithmetical errors on the following basis:

a. 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.

b. if there is an error in a total corresponding to the addition or subtraction of subtotal, the subtotals shall prevail and the total shall be corrected.

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 arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.

34.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited.

### Conversion to Single Currency

35.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as specified in the **BDS**.

### Margin of Preference

36.1 Unless otherwise specified in the **BDS**, a margin of preference shall not apply.

### Evaluation of Bids

37.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

37.2 To evaluate a Bid, the Employer shall consider the following:

(a) The bid price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;

(b) price adjustment for correction of arithmetical errors in accordance with ITB 34.1;

(c) price adjustment due to discounts offered in accordance with ITB 18;

(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 35; and

(e) the evaluation factors indicated in Section III (Evaluation and Qualification Criteria).

37.3 If price adjustment is allowed in accordance with ITB 18.6, 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 bid evaluation.

37.4 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III (Evaluation and Qualification Criteria).

37.5 If the bid, which results in the lowest Evaluated Bid, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and time schedule proposed. After evaluation of the price analyses, taking into consideration the terms of payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

### Comparison of Bids

38.1 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 37.2.

### Post Qualification of Bidder

39.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated substantially responsive Bid is qualified to perform the contract satisfactorily.

39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 15.

39.3 An affirmative determination shall be a prerequisite for award of contract. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of the Bidder’s capabilities to perform satisfactorily.

### Employer’s Right to Accept Any Bid, and to Reject Any or All Bids

40.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

### Award Criteria

41.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.

41.2 The Employer reserves the right to accept any of the deviations submitted in accordance with ITB 18.2 by the lowest evaluated bidder, at the price shown for the deviation in the bid.

### Notification of Award

42.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the plant and services (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

42.2 At the same time, the Employer will publish in an English language newspaper or well-known freely accessible website the results identifying the bid and lot numbers and the following information:

(i) name of each Bidder who submitted a Bid;

(ii) bid prices as read out at bid opening;

(iii) name and evaluated prices of each Bid that was evaluated;

(iv) name of bidders whose bids were rejected and the reasons for their rejection; and

(v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected.

42.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

42.4 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award ,requests in writing the grounds on which its bid was not selected.

### Signing of Contract

43.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.

43.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

### Performance Security

44.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section XIV (Contract Forms), or another form acceptable to the Employer. If the institution issuing the performance security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer to make it enforceable.

45.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

45.3 The above provision shall also apply to the furnishing of a domestic preference security if so required.

## Bid Data Sheet

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section I (Instructions to Bidders).

|  |  |
| --- | --- |
| Introduction | |
| ITB 1.1 | The number of the Invitation for Bids is: (IUL) 13-K/13/2020/272 |
|  | **The Employer is:**  **Ministry of National Planning, Housing and Infrastructure**  **Republic of Maldives**  The identification number of the NCB is: **TES/2020/W-025** |
|  | The number and identification of lots (contracts) comprising this NCB is:  **1. Design and Build of Water Supply and Sewerage Facilities in Ga.Kondey (Lot 1)**  **2. Design and Build of Water Supply and Sewerage Facilities in Gdh.Rathafandhoo (Lot 2)**  **3.** **Design and Build of Water Supply and Sewerage Facilities in Ha.Molhadhoo (Lot 3)**  **4.** **Design and Build of Water Supply and Sewerage Facilities in L.Mundoo (Lot 4)**  **5.** **Design and Build of Water Supply and Sewerage Facilities in M.Veyvah (Lot 5)**  **6. Design and Build of Water Supply and Sewerage Facilities in Th.Omadhoo (Lot 6)**  **7. Design and Build of Water Supply and Sewerage Facilities in Aa.Bodufulhadhoo (Lot 7)**  **8. Design and Build of Water Supply and Sewerage Facilities in Dh.Rin'bidhoo (Lot 8)**  **9. Design and Build of Sewerage Facilities in Hdh.Naivaadhoo (Lot 9)**  **10. Design and Build of Water Supply Facilities in Dh.Hulhudheli (Lot 10)**  **11. Design and Build of Water Supply Facilities in Dh.Maaenboodhoo (Lot 11)**  **12. Design and Build of Water Supply Facilities in F.Feeali (Lot 12)**  **13. Design and Build of Water Supply Facilities in Ha.Utheem (Lot 13)**  **14. Design and Build of Water Supply Facilities in L.Dhanbidhoo (Lot 14)**  **15. Design and Build of Water Supply Facilities in R.Rasmaadhoo (Lot 15)**  **16. Design and Build of Water Supply Facilities in R.Maakurathu (Lot 16)**  **17. Design and Build of Water Supply Facilities in Th.Veymandoo (Lot 17)**  **18. Design and Build of Water Supply Facilities in Th.Buruni (Lot 18)**  **Bidder has the option to quote for one or more Lots.** |
| ITB 4.2 | The Bidder/All parties comprising the bidder shall have the Nationality of Maldives. |
| ITB 4.3 (f) | Bidder shall be registered under National Contractor’s Registry (NCR) and the registration shall be valid at the time of bid submission. |
| Bidding Document | |
| ITB 7.1 | For **clarification** purposes only, the Employer’s address is:  Ibrahim Aflaah  Assistant Procurement Officer  National Tender  Ministry of Finance  Ameenee Magu, Male’, 20379  Republic of Maldives  Tel: (960) 334 9125, (960) 334 9106, (960) 334 9147  E-mail:  [ibrahim.aflah@finance.gov.mv](mailto:%20ibrahim.aflah@finance.gov.mv)  CC: [tender@finance.gov.mv](mailto:tender@finance.gov.mv)    Requests for clarification should be received by the Employer no later than **1330 hours** Maldivian Time on **23rd November 2020**. |
| ITB 7.4 | A Pre-Bid meeting will not be held. |
| Preparation of Bids | |
| ITB 11.1 (j) | * **Power of Attorney** to confirm authorization of the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22.2. * **Business Registration Certificate.** * **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/   * **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. For more information please visit: <http://www.planning.gov.mv/> |
| ITB 13 | Not applicable. |
| ITB 14.1 | Not applicable. |
| ITB 16 | Not applicable. |
| ITB 18.6 | The prices quoted by the Bidder shall be *fixed.* |
| ITB 18.8 | Add the following clause to ITB after 18.7;  The rates quoted in the Price Schedules shall be inclusive of all taxes, duties, levies and charges payable in the Employer’s country as of twenty-eight (28) days prior to the deadline for submission of the bids.  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. |
| ITB 19.1 | The currencies of the bid shall be as follows:  The prices **shall be quoted in Maldivian Rufiyaa** and all **payments to contractors will be made in Maldivian Rufiyaa.** |
| ITB 19.2 | Not Applicable |
| ITB 19.3 | Not Applicable |
| ITB 20.1 | The bid validity period shall be **120 days** from the date of bid submission dead line notified by the Employer. |
| ITB 21.1 | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | Bids shall include a Bid Security issued by bank using the forms:  a. Bank guarantee  b. Unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding, or surety company)  Bid Security Shall be an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company) or a cashier’s or certified check may be submitted by a local bidder.  All from a reputable bank from an eligible country. In case of a bank guarantee, the bid security shall be submitted using the bid security format included in Section 4A, Bidding Forms-Technical proposal or another form acceptable to the Employer. The form must include complete name of the bidder. The bid security shall be valid for twenty-eight days (28) beyond the end of validity period of the bid. This shall also apply if the period of bid validity is extended.  Bid Security shall be submitted separately for each lot.  The amount and currency of the bid security shall be:   |  |  |  | | --- | --- | --- | | **Lots** | **Details** | **Bid Security Amount in MVR** | | **Lot 1** | **Design and Build of Water Supply and Sewerage Facilities in Ga.Kondey** | **MVR 190,000.00** | | **Lot 2** | **Design and Build of Water Supply and Sewerage Facilities in Gdh.Rathafandhoo** | **MVR 230,000.00** | | **Lot 3** | **Design and Build of Water Supply and Sewerage Facilities in Ha.Molhadhoo** | **MVR 190,000.00** | | **Lot 4** | **Design and Build of Water Supply and Sewerage Facilities in L.Mundoo** | **MVR 190,000.00** | | **Lot 5** | **Design and Build of Water Supply and Sewerage Facilities in M.Veyvah** | **MVR 190,000.00** | | **Lot 6** | **Design and Build of Water Supply and Sewerage Facilities in Th.Omadhoo** | **MVR 190,000.00** | | **Lot 7** | **Design and Build of Water Supply and Sewerage Facilities in Aa.Bodufulhadhoo** | **MVR 190,000.00** | | **Lot 8** | **Design and Build of Water Supply and Sewerage Facilities in Dh.Rin'bidhoo** | **MVR 190,000.00** | | **Lot 9** | **Design and Build of Sewerage Facilities in Hdh.Naivaadhoo** | **MVR 135,000.00** | | **Lot 10** | **Design and Build of Water Supply Facilities in Dh.Hulhudheli** | **MVR 145,000.00** | | **Lot 11** | **Design and Build of Water Supply Facilities in Dh.Maaenboodhoo** | **MVR 150,000.00** | | **Lot 12** | **Design and Build of Water Supply Facilities in F.Feeali** | **MVR 140,000.00** | | **Lot 13** | **Design and Build of Water Supply Facilities in Ha.Utheem** | **MVR 140,000.00** | | **Lot 14** | **Design and Build of Water Supply Facilities in L.Dhanbidhoo** | **MVR 150,000.00** | | **Lot 15** | **Design and Build of Water Supply Facilities in R.Rasmaadhoo** | **MVR 140,000.00** | | **Lot 16** | **Design and Build of Water Supply Facilities in R.Maakurathu** | **MVR 145,000.00** | | **Lot 17** | **Design and Build of Water Supply Facilities in Th.Veymandoo** | **MVR 150,000.00** | | **Lot 18** | **Design and Build of Water Supply Facilities in Th.Buruni** | **MVR 150,000.00** | | |
| ITB 21.1 | Bid Security Declaration shall not be acceptable |
| ITB 22.1 | In addition to the **Original** of the Tender, the number of copies required is:  **1 authentic hard copy (stamped),**  **1 authentic soft copy of the original bid (stamped & scanned)** |
| ITB 22.2 | The written confirmation of authorization to sign on behalf of the Bidder shall consist of  The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney.  Bids submitted by an existing or intended JV shall include an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, 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 bidding process and, in the event the JV is awarded the Contract, during contract execution. |
| Submission and Opening of Bids | |
| ITB 23.1 | Bidders do not have the option of submitting their bids electronically. |
| ITB 23.2 | Bidders shall submit the Envelope containing Bid, Bid Security and all supporting document at the address mentioned below.  Ms. Fathimath Rishfa Ahmed,  Procurement Executive,  National Tender  Ministry of Finance  Ameenee Magu, Male’, 20379  Republic of Maldives  Tel: (960) 334 9125, (960) 334 9106, (960) 334 9147  E-mail: Ibrahim.aflah@finance.gov.mv  [tender@finance.gov.mv](mailto:tender@finance.gov.mv)    Envelope shall bear the following identification:  The name of the Project is**: Design and Build of Provision of Water Supply and Sewerage Facilities in 18 Islands**  Procurement Reference Number: **TES/2020/W-025**  **DO NOT OPEN BEFORE (mention Date and Time of opening of Bids)** |
| ITB 24.1 | The bids shall be submitted to the address in ITB 23.2  **The deadline for Tender submission is:**  Date: **3rd December 2020**  Time: **10:00hrs** |
| ITB 27.1 | The bid opening shall take at address given in ITB 7.1 immediately after dead line of submission of Bid. |
| Evaluation, and Comparison of Bids | |
| ITB 37.1 | The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is**: Maldivian Rufiyaa.**  The source of exchange rate shall be: **The Maldives Monetary Authority (MMA).**  The date for the exchange rate shall be: **28 days prior to Bid submission dead line.** |

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This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 31 and ITB 32, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms).

### Evaluation

#### Technical Evaluation

Technical evaluation of the bid will be conducted based on the information provided under section 4.5– Technical proposal.

1. The Employer shall examine the overall completeness and compliance of the initial conceptual design with the Employer’s Requirements; deviations from the Employer’s Requirements; adequacy of the method statements, proposed work schedules and resource allocations schedules in relation to the scope of the works;
2. The technical proposal that does not meet minimum acceptable standards of completeness, consistency and detail may be rejected for non-responsiveness;
3. A minor deficiency in technical compliance may not be cause for rejection of bids.

#### Economic Evaluation

Any adjustments in price that result from the procedures outlined below shall be added, for purposes of comparative evaluation only, to arrive at an “Evaluated Bid Price.” Bid prices quoted by bidders shall remain unaltered.

#### Quantifiable Deviations and Omissions

Deviations if any from the contractual obligations shall be furnished by the bidder in schedule of technical deviations. The contractor shall also undertake that there are no deviations in his bid except for those mentioned in schedule of technical deviations. The deviations shall be only when otherwise it is not possible. The additional price, if any, given by the bidder for withdrawing deviations in its bid will be added to bid price for economic evaluation.

Quantifiable Deviations and Omissions from the contractual obligations:

The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all contractual obligations under this bidding document. The Employer will assess the cost of such a deviation for the purpose of ensuring fair comparison of bids.

#### Multiple Lots (Contracts)

If a bidder submits successful Bids for multiple lots (lowest evaluated substantially responsive Bids), the evaluation will also include an assessment of the Bidder’s capacity to meet the aggregated qualifying requirements relating to Financial resources and bidders capability to mobilize the required resources (key personnel) and equipment to commence and completed the Contracts simultaneously.

#### Specific additional criteria

In addition to evaluation criteria listed under ITB 37.2, The following additional criteria shall apply;

* Tax clearance of the lowest evaluated bidder shall be checked prior to contract award.
* Lowest Evaluated bidder shall be assessed for any past work commitments with in the last 2 years with Government of Maldives which had been terminated due to poor performance. In addition, past work completed by the lowest evaluated bidder will be assessed by the concerned stakeholder for their overall performance.
* Employer’s requirement (issued with the bidding document) for the project must be met.
* 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.

### Qualification Criteria

#### Eligibility

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Criteria | Compliance Requirements | | | | Documents |
| **Requirement** | **Single Entity** | **Joint Venture** | | | **Submission Requirements** |
| **All Partners Combined** | **Each Partner** | **At Least One Partner** |
| Nationality | | | | | |
| Nationality in accordance with ITB Sub-Clause 4.1. | must meet requirement | must meet requirement | must meet requirement | Not applicable | Forms: ELI - 1; ELI - 2 with attachments |
| Conflict of Interest | | | | | |
| No conflicts of interest in accordance with ITB Sub-Clause 4.2. | must meet requirement | must meet requirement | must meet requirement | Not applicable | Letter of Bid |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Criteria** | **Compliance Requirements** | | | | **Documents** |
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| All Partners Combined | Each Partner | One Partner |
| Government-owned Entity | | | | | |
| Bidder required to meet conditions of ITB Sub-Clause 4.4. | must meet requirement | must meet requirement | must meet requirement | Not applicable | Letter of Bid |
| UN Eligibility | | | | | |
| Not having been excluded by an act of compliance with UN Security Council resolution in accordance with ITB Sub-Clause 4.6. | must meet requirement | must meet requirement | must meet requirement | Not applicable | Letter of Bid |

#### Pending Litigation

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Criteria | Compliance Requirements | | | | Documents |
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| All Partners Combined | Each Partner | One Partner |
| All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than **Fifty percent** of the Bidder’s net worth. | must meet requirement by itself or as partner to past or existing JV | Not applicable | must meet requirement by itself or as partner to past or existing JV | Not applicable | Form LIT – 1 |

#### Historical financial performance

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Criteria | Compliance Requirements | | | | Documents |
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| All Partners Combined | Each Partner | One Partner |
| Historical Financial Performance | | | | | |
| Submission of audited balance sheets and income statements or, if not required by the law of the Bidder’s country, other financial statements acceptable to the Employer, for the last **3 (Three) years ending 31st December, 2019** to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. As a minimum, an Applicant’s net worth calculated as the difference between total assets and total liabilities should be positive. | must meet requirement | Not applicable | must meet requirement | Not applicable | Form FIN - 1 with attachments |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Criteria | Compliance Requirements | | | | Documents |
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| All Partners Combined | Each Partner | One Partner |
| Average Annual Turnover | | | | | |
| Minimum average annual turnover of **MVR 12 Million only** calculated as total certified payments received for contracts in progress or completed, within the last **3 (Three) years ending 31st December, 2019**. | must meet requirement | must meet requirement | must meet 10 % of the requirement | must meet 50 % of the requirement | Form FIN – 2 |
| Financial Resources | | | | | |
| Using Forms FIN – 3 and FIN - 4 in Section IV (Bidding Forms) the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:(1) the following cash-flow requirement, **MVR 08 Million (Eight Million Maldivian Rufiyaa)** | must meet requirement | must meet requirement | must meet 25% of the requirement | must meet 40% of the requirement | Form FIN – 3 & FIN -4 |

#### Experience

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Criteria | Compliance Requirements | | | | Documents |
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| All Partners Combined | Each Partner | One Partner |
| General Experience | | | | | |
| Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last **10 (Ten)** years prior to the applications submission deadline. | must meet requirement | not applicable | must meet requirement | Not applicable | Form EXP – 1 |
| Specific Experience | | | | | |
| The Bidder, as contractor/management contractor/subcontractor, has completed/substantially completed at least, the number and value of water supply and/or sewerage contracts as mentioned below, during the last 10 years.  **Option I** – 1 Contract of value not less than MVR 15,000,000.  OR  **Option II** – 3 Contracts of combined value not less than MVR 20,000,000.  OR  **Option III** – 4 Contracts of combined value not less than MVR 30,000,000. | must meet requirement | must meet requirement | not applicable | Not applicable | Form EXP - 2(a) |

#### Experience in Key Activities

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Criteria** | **Compliance Requirements** | | | | **Documents** |
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| All Partners Combined | Each Partner | One Partner |
| For the above or other contracts executed during the period stipulated in 3.2.4(b) above, a minimum experience in the following key activities: | must meet | must meet | not applicable | not applicable | Form EXP - 2(b) |
| all requirements | all requirements |
| NA | must meet all requirements \* | must meet all requirements |  |  |  |

\*if the bidder does not have experience in any of the required key activities, the bidder must demonstrate it has the capability to undertake the works via a supplier/subcontractor.

#### Subcontractors Experience

Subcontractors or Manufacturers for the following major items of plant and services must meet the following minimum criteria, herein listed for that item. Failure to comply with this requirement will result in rejection of the subcontractor but not the Bidder.

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No.** | **Description of Item** | **Minimum Criteria to be met** | **Documents**  **Submission Requirements** |
| 1 | Each of the Subcontractors or Manufacturers proposed by the bidder in its bid for any major part of execution of works or supply of equipment or providing services related to the scope of works covered in the contract. | Experience of having completed at **least (2) two** contracts of size and complexity similar to the proposed subcontract within the **last Seven (7) years**. | Form EXP – 3(a) & 3(b) |

*Note: Applicable only if the bidder declares subcontractors at the bidding stage*

#### Key Personnel for Construction Supervision

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Position** | **No(s)** | **Total Work Experience [years]** | **Experience in Similar Work [years]** |
| 1 | Project Manager (Bachelor’s degree in project management/Engineering or related field) having reasonably good experience in engineering projects management. | 1 | 7 | 5 (Experience in similar works is not mandatory) |
| **Design Team** | | | | |
| 2 | Water Supply and sanitation System Design Engineer (Degree in civil engineering/Environmental engineering or relevant field with good engineering knowledge of design of Water Supply and/or sewerage facilities. | 1 | 5 | 3 |
| 3 | Electro-mechanical Design Engineer (Degree in electrical/mechanical engineering with good engineering knowledge of design of electrical and mechanical works. | 1 | 5 | 3 (Experience in similar works is not mandatory) |
| 4 | Surveyor (Diploma in land surveying or related field. | 1 | 5 | 3 |
| 5 | EIA Specialist (Registered EIA specialist with EPA holding a permanent or temporary license which is valid) | 1 | 5 | 3 |
| **Construction Supervision Team** | | | | |
| 6 | Resident Engineer (Civil/) having degree in Civil/Environmental Engineering or related field) with good background of construction supervision of water Sanitation works in islands. | 1 | 5 | 2 |
| 7 | Assistant Resident Engineer having Diploma in Civil/Environmental Engineering or related field) with good background of construction supervision of water Sanitation works in islands. . | 1 | 5 | 2 |

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included (PER – 1 & PER-2) in Section IV (Bidding Forms) – Technical Proposal.

#### Key Equipment

The bidder must demonstrate that it has accessibility for the minimum key equipment listed hereafter to be provided for each island:

|  |  |  |
| --- | --- | --- |
| **No.** | **Equipment Type** | **Min. No. Required for each island** |
| 1 | Trenching shoring set | 2 sets |
| 2 | Dumper Trucks | 2 No. |
| 3 | Welding Equipment | 1 Set |
| 4 | Cable detector (Ground Penetrating Radar) | 1 No. |
| 5 | Vibrator | 2 Nos. |
| 6 | Mini Excavators | 2 Nos. |
| 7 | Survey Equipment (Total Station, dumpy level etc.) | 1 set. |
| 8 | Concrete Mixer | 1 No. |
| 9 | Plate/Roller Compactor | 1 No. |
| 11 | Portable Diesel Power Generator Set | 1 No |
| 12 | Electrical Testing Equipment | 1 No |
| 13 | Submersible Pump sets | 2 Nos. |
| 14 | Water Quality Testing Equipment | 1 Set |
| 15 | Butt welding/ Electro fusion welding Equipment | 2 Sets |
| 16 | Pressure Testing Equipment for pipeline and fittings | 1 Set |

The bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV (Bidding Forms) - Technical Proposal.

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### Letter of Bid

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 form and shall be deleted from the final products.*** |

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

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

To: Ms. Fathimath Rishfa Ahmed

Procurement Executive,

National Tender

Ministry of Finance

Male’, Republic of Maldives

We, the undersigned, declare that:

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

{**TES/2020/W-025 – *Design and Build Basis for Construction of Water Supply and Sewerage Facilities in 18 Islands (Lot 1 to 18), Maldives*** };

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Lot Number** | **Lot Name** | **Price** | **Local Taxes** |
| LOT 1 | **Design and Build of Water Supply and Sewerage Facilities in Ga.Kondey** |  |  |
| LOT 2 | **Design and Build of Water Supply and Sewerage Facilities in Gdh.Rathafandhoo** |  |  |
| LOT 3 | **Design and Build of Water Supply and Sewerage Facilities in Ha.Molhadhoo** |  |  |
| LOT 4 | **Design and Build of Water Supply and Sewerage Facilities in L.Mundoo** |  |  |
| LOT 5 | **Design and Build of Water Supply and Sewerage Facilities in M.Veyvah** |  |  |
| LOT 6 | **Design and Build of Water Supply and Sewerage Facilities in Th.Omadhoo** |  |  |
| LOT 7 | **Design and Build of Water Supply and Sewerage Facilities in Aa.Bodufulhadhoo** |  |  |
| LOT 8 | **Design and Build of Water Supply and Sewerage Facilities in Dh.Rin'bidhoo** |  |  |
| LOT 9 | **Design and Build of Sewerage Facilities in Hdh.Naivaadhoo** |  |  |
| LOT 10 | **Design and Build of Water Supply Facilities in Dh.Hulhudheli** |  |  |
| LOT 11 | **Design and Build of Water Supply Facilities in Dh.Maaenboodhoo** |  |  |
| LOT 12 | **Design and Build of Water Supply Facilities in F.Feeali** |  |  |
| LOT 13 | **Design and Build of Water Supply Facilities in Ha.Utheem** |  |  |
| LOT 14 | **Design and Build of Water Supply Facilities in L.Dhanbidhoo** |  |  |
| LOT 15 | **Design and Build of Water Supply Facilities in R.Rasmaadhoo** |  |  |
| LOT 16 | **Design and Build of Water Supply Facilities in R.Maakurathu** |  |  |
| LOT 17 | **Design and Build of Water Supply Facilities in Th.Veymandoo** |  |  |
| LOT 18 | **Design and Build of Water Supply Facilities in Th.Buruni** |  |  |

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

|  |  |  |
| --- | --- | --- |
| **Lot Number** | **Lot Name** | **Duration** |
| LOT 1 | **Design and Build of Water Supply and Sewerage Facilities in Ga.Kondey** |  |
| LOT 2 | **Design and Build of Water Supply and Sewerage Facilities in Gdh.Rathafandhoo** |  |
| LOT 3 | **Design and Build of Water Supply and Sewerage Facilities in Ha.Molhadhoo** |  |
| LOT 4 | **Design and Build of Water Supply and Sewerage Facilities in L.Mundoo** |  |
| LOT 5 | **Design and Build of Water Supply and Sewerage Facilities in M.Veyvah** |  |
| LOT 6 | **Design and Build of Water Supply and Sewerage Facilities in Th.Omadhoo** |  |
| LOT 7 | **Design and Build of Water Supply and Sewerage Facilities in Aa.Bodufulhadhoo** |  |
| LOT 8 | **Design and Build of Water Supply and Sewerage Facilities in Dh.Rin'bidhoo** |  |
| LOT 9 | **Design and Build of Sewerage Facilities in Hdh.Naivaadhoo** |  |
| LOT 10 | **Design and Build of Water Supply Facilities in Dh.Hulhudheli** |  |
| LOT 11 | **Design and Build of Water Supply Facilities in Dh.Maaenboodhoo** |  |
| LOT 12 | **Design and Build of Water Supply Facilities in F.Feeali** |  |
| LOT 13 | **Design and Build of Water Supply Facilities in Ha.Utheem** |  |
| LOT 14 | **Design and Build of Water Supply Facilities in L.Dhanbidhoo** |  |
| LOT 15 | **Design and Build of Water Supply Facilities in R.Rasmaadhoo** |  |
| LOT 16 | **Design and Build of Water Supply Facilities in R.Maakurathu** |  |
| LOT 17 | **Design and Build of Water Supply Facilities in Th.Veymandoo** |  |
| LOT 18 | **Design and Build of Water Supply Facilities in Th.Buruni** |  |

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

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

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

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

### **Bid Security**

Bank Guarantee

Bank’s Name, and

Address of Issuing Branch or Office

Beneficiary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Bid Security No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that . . . . . *[name of the Bidder]. . . . .*  (hereinafter called "the Bidder") has submitted to you its bid dated . . . . . . . . . (hereinafter called "the Bid") for the execution of . . . . . . . . *[name of contract]* . . . . . . . under Invitation for Bids No. . . . . . . . . . (“The IFB”).

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

At the request of the Bidder, 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 Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

1. has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or any extension thereto provided by the Applicant; or
2. does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”) or
3. Having been notified of the acceptance of its Bid by the Employer during the period of bid validity,
   1. fails or refuses to execute the Contract Agreement, or
   2. fails or refuses to (a) furnish the Performance Security, and/or (b) accept the arithmetical correction of its Bid, in accordance with the ITB.

This guarantee will expire:

1. if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and
2. if the Bidder is not the successful Bidder, upon the earlier of
   1. our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or
   2. Twenty-eight days after the expiration of the Bidder’s bid.

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. 458.

. . . . . . . . . . . ***. Bank’s seal and authorized signature(s)*** . . . . . . . . . .

Note: All italicized text is for use in preparing this form and shall be deleted from the final document. If the bank issuing the performance security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer.

### **Bid – Securing Declaration**

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

Bid No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Alternative No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

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

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

1. have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
2. having been notified of the acceptance of our Bid by the *[Employer]* during the period of bid validity,
3. fail or refuse to execute the Contract, if required, or
4. fail or refuse to furnish (a) the Performance Security, and/or (b) accept the arithmetical correction of its Bid, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

1. our receipt of your notification to us of the name of the successful Bidder; or
2. Twenty-eight days after the expiration of our Bid.

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

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

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

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

Corporate Seal *(where appropriate)*

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

### General & Financial Information

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

#### Form ELI – 1: Bidder’s Information Sheet

|  |  |
| --- | --- |
| **BIDDER’S INFORMATION** | |
| Bidder’s legal name |  |
| In case of Joint Venture, legal name of each partner |  |
| Bidder’s country of constitution |  |
| Bidder’s year of constitution |  |
| Bidder’s legal address in country of constitution |  |
| Bidder’s authorized representative  *(name, address, telephone numbers, fax numbers, e-mail address)* |  |
| *Attached are copies of the following original documents.*   1. *In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1* 2. *Authorization to represent the firm or JV named in above, in accordance with ITB 22.2.* 3. *In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.2.* 4. *In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.6.* | |

#### Form ELI – 2: Joint Venture Information Sheet

Each member of a Joint Venture must fill in this form

|  |  |
| --- | --- |
| **JOINT VENTURE / SUBCONTRACTOR INFORMATION** | |
| Bidder’s legal name |  |
| Joint Venture Partner’s or Subcontractor’s legal name |  |
| Joint Venture Partner’s or Subcontractor’s country of constitution |  |
| Joint Venture Partner’s or Subcontractor’s year of constitution |  |
| Joint Venture Partner’s or Subcontractor’s legal address in country of constitution |  |
| Joint Venture Partner’s or Subcontractor’s authorized representative information  *(name, address, telephone numbers, fax numbers, e-mail address)* |  |
| *Attached are copies of the following original documents.*   1. *Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1.* 2. *Authorization to represent the firm named above, in accordance with ITB 22.2.* 3. *In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.6.* | |

*Note: Subcontractors are those listed in Technical Proposal – Proposed Subcontractors and/or Manufacturers for Major Items of Plant and Services*

#### Form LIT – 1: Pending Litigation and Arbitration

Each bidder must fill out this form if so required under Criterion 2.1.2 of Section III (Evaluation and Qualification) to describe any pending litigation or arbitration formally commenced against it.

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

Joint Venture Partner:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| **PENDING LITIGATIONAND ARBITRATION** | | | |
| Choose one of the following:   * No pending litigation and arbitration. * Below is a description of all pending litigation and arbitration against the Bidder (or each Joint Venture member if Bidder is a Joint Venture). | | | |
| **Year** | **Matter in Dispute** | **Value of Pending Claim in MVR Equivalent** | **Value of Pending Claim as a Percentage of Net Worth** |
| FY 2014-15 |  |  |  |
| FY 2015-16 |  |  |  |
| FY 2016-17 |  |  |  |
| FY 2017-18 |  |  |  |
| FY 2018-19 |  |  |  |

*Note: This form shall only be included if criterion 2.2 of Section III (Evaluation and Qualification)is applicable.*

#### Form FIN – 1: Historical Financial Performance

Each bidder must fill out this form.

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| **Financial Data for Previous 3 Years *[MVR Equivalent]*** | FY 2016-17 | FY 2017-18 | FY 2018-19 |

**Information from Balance Sheet**

|  |  |  |  |
| --- | --- | --- | --- |
| Total Assets (TA) |  |  |  |
| Total Liabilities (TL) |  |  |  |
| Net Worth = TA-TL |  |  |  |
| Current Assets (CA) |  |  |  |
| Current Liabilities (CL) |  |  |  |
| Working Capital = CA– CL |  |  |  |

|  |  |  |
| --- | --- | --- |
| Most Recent Working Capital |  | To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner’s FIN – 3. |

**Information from Income Statement**

|  |  |  |  |
| --- | --- | --- | --- |
| Total Revenues |  |  |  |
| Profits Before Taxes |  |  |  |
| Profits After Taxes |  |  |  |
| Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last **Three (3) years**, as indicated above, complying with the following conditions.   * + - Unless otherwise required by Section III of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the bidder and not the bidder’s parent companies, subsidiaries or affiliates.     - 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 – 2: Average Annual Construction Turnover

Each bidder must fill out this form.

The information supplied should be the Annual Turnover of the bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed.

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| **ANNUAL TURNOVER DATA FOR THE LAST FIVE (3) YEARS (CONSTRUCTION ONLY)** | | | |
| **Year** | **Amount**  **Currency** | **Exchange**  **Rate** | **MVR**  **Equivalent** |
| FY 2016-17 |  |  |  |
| FY 2017-18 |  |  |  |
| FY 2018-19 |  |  |  |
|  |  | **Average Annual Turnover** |  |

#### Form FIN – 3: Availability of Financial Resources

Bidders must demonstrate sufficient financial resources, usually comprising of working Capital supplemented by credit line statements or overdraft facilities and others to meet the bidder’s financial requirements for

* 1. its current contract commitments, and
  2. The subject contract.

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| **FINANCIAL RESOURCES** | | |
| **No.** | **Source of financing** | **Amount (MVR equivalent)** |
| 1 | Working Capital (*to be taken from FIN - 1*) |  |
| 2 | Credit Line\* |  |
| 3 | Other Financial Resources |  |
| **Total Available Financial Resources** | |  |

\* *To be substantiated by a letter from the bank/Financing Institution issuing the line of credit.*

#### Form FIN – 4: Financial Requirements for Current Contract Commitments

Bidders (or each Joint Venture partner) 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **CURRENT CONTRACT COMMITMENTS** | | | | | | |
| **No.** | **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 |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |
| **Total Monthly Financial Requirement for Current Contract Commitments** | | | | | |  |

*a Remaining outstanding contract values to be calculated from 14 days prior to the bid submission deadline (MVR equivalent based on the foreign exchange rate as of the same date).*

*b Remaining contract period to be calculated from 14 days prior to bid submission deadline.*

#### Form FIN–5: Compliance check of Financial Resources (Criterion 2.3.3 of Section III)

This form requires the same information submitted in Forms FIN – 3 and FIN – 4. All conditions of “Available Financial Resources Net of CCC ≥ Requirement for the Subject Contract” must be satisfied to qualify.

**Form FIN - 5A: For Single Entities**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| For Single Entities:  (A) | Total Available Financial Resources from FIN – 3  (B) | Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 4  (C) | Available Financial Resources Net  of CCC  D = (B - C) | Requirement for the Subject Contract  (E) | Results: Yes or No  [*D must be*  *greater than or equal to E*]  (F) |
| \_\_\_\_\_\_\_\_\_\_  (Name of Bidder) |  |  |  | ......... |  |

#### Form FIN - 5B: For Joint Ventures

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| For Joint Ventures:  (A) | Total Available Financial Resources from FIN – 3  (B) | Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 4  (C) | Available Financial Resources Net of CCC  D = (B - C) | Requirement for the Subject Contract  (E) | Results:  Yes or No  *[D must be greater than or equal to E]*  (F) |
| **One Partner:** | | | | | |
| (Name of Partner) |  |  |  | ........... |  |
| **Each Partner:** | | | | | |
| (Name of Partner 1) |  |  |  | ........... |  |
| (Name of Partner 2) |  |  |  | ........... |  |
| (Name of Partner 3) |  |  |  | ........... |  |
| All partners combined | ∑D= Sum of available financial resources net of current contract commitments for all partners | | ∑D= \_\_\_\_ | ........... |  |

*Note: Form FIN – 5 is made available for use by the bidder as a self- assessment tool, and by the employer as an evaluation worksheet, to determine compliance with the financial resources requirement as stated in 2.3.3. Failure to submit Form FIN – 5 by the Bidder shall not lead to bid rejection.*

#### Form EXP – 1: General Experience

Each Bidder or member of a JV must fill in this form

| General Experience | | | | |
| --- | --- | --- | --- | --- |
| Starting  Month  Year | Ending  Month  Year | Years | Contract Identification and Title  Name and Address of Employer  Brief Description of the Works Executed by the Bidder | Role of Bidder |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

#### Form EXP – 2 (a) : Specific Experience

Fill up one (1) form per contract.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **CONTRACT OF SIMILAR SIZE AND NATURE** | | | | |
| Contract No . . . . . . . . . . . . . . . . . of . . . . . . . . . . . . . . | Contract Identification | | | |
| Award Date | Completion Date | | | |
| Role in Contract | * Contractor | * Management Contractor | | * Subcontractor |
| Total Contract Amount | MVR | | | |
| If partner in a Joint Venture or subcontractor, specify participation of total contract amount | Percent of Total | | Amount | |
| Employer’s Name  Address  Telephone/Fax Number  E-mail |  | |  | |
| **Description of the similarity in accordance with Criteria 2.4.2 of Section III (Evaluation and Qualification)** | | | | |
|  | | | | |

#### Form EXP –2(b): Specific Experience in Key Activities

Fill up one (1) form per contract.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **CONTRACT OF SIMILAR SIZE AND NATURE** | | | | |
| Contract No . . . . . . . . . . . . . . . . . of . . . . . . . . . . . . . . | Contract Identification | | | |
| Award Date | Completion Date | | | |
| Role in Contract | * Contractor | * Management Contractor | | * Subcontractor |
| Total Contract Amount | MVR | | | |
| If partner in a Joint Venture or subcontractor, specify participation of total contract amount | Percent of Total | | Amount | |
| Employer’s Name  Address  Telephone/Fax Number  E-mail |  | |  | |
| **Description of the key activities in accordance with Criteria 2.4.2 of Section III (Evaluation and Qualification)** | | | | |
|  | | | | |

#### Form EXP - 3(a) Proposed Subcontractors for Major Items of Plant and Services

Bidders are free to propose more than one for each item

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr. No.** | **Major Items of Plant/works** | **Proposed Subcontractors/ Manufacturers** | **Nationality** |
| 1 | RO plant and Ultrafiltration Plant |  |  |
| 2 | Water Distribution Network |  |  |
| 3 | Storage Tanks |  |  |
| 4 | Rainwater Collection & Conveyance System |  |  |
| 5 | Gravity Sewer Network and Pumping mains |  |  |
| 6 | Lifting/Pumping Stations |  |  |
| 7 | Sewage Treatment Plant |  |  |
| 8 | Sea Outfall |  |  |

#### Form EXP – 3(b): Subcontractors

Fill up one (1) form per contract

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **CONTRACT FOR THE MAJOR ITEMS** | | | | |
| Contract No . . . . . . . . . . . . . . . . . . of . . . . . . . . . . . . . . | Contract Identification | | | |
| Award Date | Completion Date | | | |
| Role in Contract | * Contractor | * Management Contractor | | * Subcontractor |
| Total Contract Amount | MVR | | | |
| If partner in a Joint Venture or subcontractor, specify participation of total contract amount | Percent of Total | | Amount | |
| Employer’s Name  Address  Telephone/Fax Number  E-mail |  | |  | |
| **Description of the Major Items in Accordance with Criterion 2.6 of Section III (Evaluation and Qualification)** | | | | |
|  | | | | |

### **Technical Proposal**

The requirements of this section have been set as a combined requirement for the Contracts (lots) specified under Invitation to Bid bearing Procurement reference TES/2020/W-025. The bidder may disregard the requirements which is not relevant to the Lot(s) for which the bidder is submitting Bids.

#### Initial Concept Design

The bidder must submit a concept design which provides the basis of their financial proposals. The Concept design report should include the following;

1. Brief description of the island including the demographic data.
2. Estimated water demand for current, 15 years, and 35 years, including domestic and institutional/commercial demand
3. Sizing of RO plant, Product Water Storage Tanks and Rainwater Holding Tank.
4. Estimated rainwater network length (collected from public buildings)
5. Estimated water distribution network length.
6. Sewerage network catchment boundaries, indicating the number of proposed pump stations.
7. Estimated length of gravity sewerage network
8. Preliminary layout/configuration of STP, based on SBR technology.

#### **Method Statement**

The method statement should outline how the bidder intends to execute the works, clearly indicating the method of execution and allocation of key experts, support staffs, laborers, sub-contractors/suppliers and equipment/machineries for each activity. The following key components of the scope of works should be covered in the method statement.

*1. Preliminary surveys*

*2. Concept design*

*3. Topographic and Bathymetric Surveys*

*4. Environmental Impact Assessment (EIA)*

*5. Detailed Design*

*6. Gravity Sewer network pipe laying and testing*

*7. Construction of Sewage Pumping Stations*

*8. Construction of Sea outfall*

*9. Water distribution network pipe laying and pressure testing*

*10. Supply and Installation of RO plants and rainwater treatment plants.*

*11. Training of Operators*

*12. Testing and Commissioning & Trial Run of the facilities*

*13. Documentations upon handover*

*14. Arrangements to be undertaken during defects liability period*

#### Design Schedule (Survey, EIA & Detailed Design)

*[Required in Microsoft Project Format]*

*The section 1 of the project, Survey, EIA and design should be completed within* ***5 months of commencement****. The design schedule should indicate duration of each deliverable as specified under employer’s requirement- Survey and design requirements. Additionally, submission date of each key document (land allocation, concept design, EIA and detailed design) along with review period for the employer should be incorporated into the schedule.*

#### Construction Schedule

*[Required in Microsoft Project Format]*

*The section 2 of the project, should be completed within the durations stipulated below, from the date of commencement of the project.*

***Duration:***

*Water and Sewerage projects: Within 26 Months from Commencement of the Project*

*Water Project(s): Within 20 Months from commencement of the project*

*Sewerage Project(s): Within 24 months from commencement of the project.*

The bidder shall provide a detailed resource allocation plan in the format given below.

*Bidder to fill the name of the resources as specified under Section 2.6 & 2.7 and any additional resources as deemed necessary*

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Resources** | M1 | M2 | M3 | M4 | M5 | M6 | M7 | M8 | M9 | M10 | … |
| **1. Key Experts and Labor** |  |  |  |  |  |  |  |  |  |  |  |
| Project Manager |  |  |  |  |  |  |  |  |  |  |  |
| Design Engineer |  |  |  |  |  |  |  |  |  |  |  |
| Electro-Mechanical Engineer |  |  |  |  |  |  |  |  |  |  |  |
| Structural Engineer |  |  |  |  |  |  |  |  |  |  |  |
| Quantity Surveyor |  |  |  |  |  |  |  |  |  |  |  |
| Surveyor |  |  |  |  |  |  |  |  |  |  |  |
| … |  |  |  |  |  |  |  |  |  |  |  |
| Laborers (skilled/unskilled) |  |  |  |  |  |  |  |  |  |  |  |
| … |  |  |  |  |  |  |  |  |  |  |  |
| **Total (Key Experts & Labor)** |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
| **2. Equipment** |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
| .. |  |  |  |  |  |  |  |  |  |  |  |
| .. |  |  |  |  |  |  |  |  |  |  |  |
| .. |  |  |  |  |  |  |  |  |  |  |  |
| **Total (Equipment)** |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |

#### **Contractor’s Personnel**

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III Sub-Clause 2.6 (Evaluation and Qualification). The data on their experience should be supplied using the Form below for each candidate.

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

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

\* As listed in Section III Sub-Clause 2.7 (Evaluation and Qualification Criteria).

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

|  |  |  |
| --- | --- | --- |
| **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 / Relevant Technical and Management Experience** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

#### **Contractor’s Equipment**

The bidder shall provide adequate and elaborate 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) using the forms below. A separate form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the bidder. The bidder shall provide all the information requested below, to the extent possible.

|  |  |  |
| --- | --- | --- |
| **Equipment Information** | **Name of Manufacturer** | **Model and power rating** |
| **Capacity** | **Year of manufacture** |
| **Current Status** | **Current location** | |
| **Details of current commitments** | |
| **Source** | **Indicate source of the equipment**  o Owned o Rented o Leased o Specially manufactured | |

Omit the following information for equipment owned by the Bidder.

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

### Sample Forms

#### Joint Venture Agreement

*(For Joint and Several Liability of Joint Venture Partner)*

The member’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (referred hereinafter as\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and \_\_\_\_\_\_\_\_\_\_\_\_ (referred hereinafter as \_\_\_\_\_\_\_\_\_\_\_\_\_.) have agreed to the following:

1. So as to bid collectively and, if the Contract is to be awarded to us, to complete and fulfill the work by concluding the Contract for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.(Job), for which tenders have been sought by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Members have established a Joint Venture in the form of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the members of which will have joint and several liability.
2. If the Contract is awarded to our Joint Venture, the Contract Agreement will be signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_which is the Member in Charge of our Joint Venture is fully authorized to act in the name and on behalf of our Joint Venture and we hereby attach the resolution adopted by each of us authorizing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to act on our behalf.
4. The ratio of participation in the joint venture by the Members is as follows :

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. : % \_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. : % \_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. : % \_\_\_\_\_

1. Under the provision that all the Members will be jointly and severally responsible and liable to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the specific involvements and work subdivisions (if any) of the Members will be as follows :
2. The Agreement to form this Joint Venture is entered on \_\_\_\_ / \_\_\_\_/ 20 \_\_\_\_.
3. This Agreement form for joint and several liability is an integral part of the Joint Venture Declaration and will be finalized in case the Contract is awarded to our partnership/legal entity prior to the signature thereof.

The composition of the constitution of the Joint Venture shall not be altered without the prior consent of the Employer.

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

(Signature) (Signature) (Signature

## Eligible Countries

Countries not restricted on origin are as follows; goods and services from country under embargo from the United Nations United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

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