CONSTRUCTION OF PROPOSED

MULTIPURPOSE HALL

AT TH.MADIFUSHI SCHOOL (2 Storey)

TENDER DOCUMENTS

Volume 1

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Client: Ministry of Education

Consultant: Riyan Pvt. Ltd.

Funding Agency: Government of Maldives

The Instruction to Bidders presented in this document is based on the document “DEVELOPMENT INSTITUTIONS MEMBERS OF THE COORDINATION GROUP: STANDARD INSTRUCTIONS TO TENDERERS AND CONDITIONS OF CONTRACT FOR THE PROCUREMENT OF WORKS OF CIVIL ENGINEERING CONSTRUCTION First Edition 2004”. Since the FIDIC General Conditions of Contract for Construction Works designed by the Employer was revised in 1999, the Conditions of Contract introduced in the original document is replaced with the later version. This document is to be used for the sole purposes of tender for the project, “Construction of Proposed Multipurpose Hall at Th.Madifushi School (2 Storey)” to be funded by the Government of Maldives.

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# SECTION I. INSTRUCTIONS TO TENDERERS

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| GENERAL | |
| 1. Purpose of Tender Invitation | Tenderers are invited by *the Ministry of Education* (hereinafter referred to as the Employer) for construction of the works comprised in the Construction of Proposed Multipurpose Hall at Th.Madifushi School (2 Storey) (the Works) as such works are described in the tender documents accompanying these Instructions. |
| 1. Interpretation | The terms used in these Instructions shall have the same meanings assigned to them in Clause 1 (Definitions and Interpretations) of Part I (General Conditions) of the tender documents, subject to any amendments stated in Part II (Particular Conditions). The words "tender" and "bid" are used here interchangeably and shall have the same meaning and likewise any derivative of each shall have the same meaning as the corresponding derivative of the other. |
| 1. Financing | For the purposes of this contract, the Financing Institution for the Works shall be the *Government of* *Maldives.* |
| 1. Eligibility | This invitation to bid is open only to bidders who have the legal capacity to bid and enter into contracts. Such bidders shall not at the time of tendering or thereafter be ineligible to bid or subject to boycott under the rules applied by the financing institution(s) referred to in Clause 3 of these instructions.  It is also a condition of eligibility that bidders should not be affiliated to any firm or company which has provided consulting services for the Works or is proposed to be engaged by the Employer for this purpose. |
| 1. Language | The tender, contract documents and correspondence and documents relating to the Works shall be in the *English* language(s). |
| 1. Tender Documents | The tender documents comprise all the following:  1. Invitation to Tender.  2. Instructions to Tenderers.  3. Form of Tender and Appendix to the Tender.  4. Conditions of Contract.  Part I: General Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, FIDIC, First Edition 1999.  Part II: Particular Conditions.  5. Technical Specifications.  6. Drawings.  7. Bill of Quantities.  8. Annexes  (a) List of Materials for which price fluctuation clause is applicable  (b) Form of Agreement  (c) Technical Proposal (Additional Information Forms)  (d) Form of Performance Security.  (e) Form of Bank Guarantee for Advance Payment.  The above-mentioned tender documents and other related documents, as may be issued by the Employer or agreed with the successful bidder before award of the contract, shall apply in accordance with the order of precedence stated in Clause 1.5 of the General Conditions of Contract, subject to any amendment in the Particular Conditions or the Form of Agreement. |
| 1. Information to Tenderers | The Employer does not accept responsibility for any information relating to general conditions in the project area, results of any geotechnical investigations, the likely sources of certain materials, availability of water, including information issued on any other matters which is merely intended to assist bidders during tendering, except insofar as otherwise stated in the tender documents. |
| 1. Receipt of Tender Documents and Contact Person | The tenderer shall confirm in writing by mail, electronic mail or facsimile transmission receipt of the tender documents and advise the Employer of the name, address, electronic mail address and facsimile number of the person authorized to receive, on behalf of the prospective tenderer, any further information and instructions by the Employer and any addenda to the tender documents. |
| 1. Costs | The Tenderer shall bear all costs associated with the preparation and submission of his tender. The Employer shall under no circumstances be responsible for such costs. |
| 1. Single Bids | No bidder may submit either separately or as a partner in a joint venture more than one bid, except, however, insofar as alternative bids are allowed. |
| 1. Closing Date for Submittal of Bids | Bids shall be submitted and delivered by mail, courier service or by the bidder or an agent thereof-in person no later than [Time] hours on [Date] at the address of the  Employer stated below:  *Ministry of Education,*  *Velaanaage’, Ameer Ahmed Magu,*  *Henveiru,*  *Male’, 20096*  *Republic of Maldives,*  Any bid received after the closing time stated in this Clause will he rejected and returned unopened to the Bidder submitting such bid. |
| 1. Amendment of Tender Documents | The Employer may at any time before the closing time for submittal of bids amend the tender documents by issuing an addendum or addenda in writing to all prospective bidders who obtained the tender documents. Such addendum or addenda shall form part of the tender documents and all prospective bidders shall promptly acknowledge by mail, electronic mail or facsimile transmission the receipt of same. The time for submittal of bids may be extended as appropriate by the Employer to enable prospective bidders to take any addendum into account in the preparation of their bids. In case of an important addendum, at least 05 days will be allowed before the closing date for submittal of bids. |
| 1. Clarification of Tender Documents | Any prospective bidder may at any time, but not later than 10 days before the closing date for submittal of bids, request in writing clarification of any matter stated in the bidding documents and the Employer will respond to such request in writing by circular letter to all bidders who obtained the tender documents, but without identifying the source of the request for clarification. |
| 1. Pre-tendering Site Visit and Meeting | Each bidder is required to visit and inspect the site and surroundings and certify in a letter submitted with his tender that he has done so. The Employer may organize a pre-tendering conference to which all prospective tenderers, who obtained the tender documents, will be invited. The time and place of such conference will be communicated in writing to all such prospective bidders. Each bidder shall bear the cost of his site visit and of attending such conference. |
| 1. Qualifications of Bidders | 15.1. In order to enable post-bidding qualification to be made each tenderer shall submit the following documents and information with his tender:  (a) notarially authenticated copies of  (i) the documents whereby the bidder's firm or company as established or organized,  (ii) an authenticated copy of the certificate of registration of the bidder's firm or company and  (iii) if the bidder is a company, the original or an authenticated copy of a certificate of maintenance of its registration.  (b) total value of construction works executed by the bidder in each of the last 5 years.  (c) number of contracts for the construction of works of a similar nature and comparable value to the Works or of a higher value executed by the bidder during the last 10 years and a statement of the value of each contract and the name and address of the employer in each case.  (d) details of construction works currently being executed by the bidder and which the bidder, is contractually committed to execute but are not yet commenced, including the value of each contract and the equivalent thereof in Maldivian Rufiyaa and the name and address of the employer in each case.  (e) audited financial statements (profit and loss statements, balance sheets and cash flow statements) of the bidder for the last five years.  (f) details of line(s) of credit available to the bidder, including amount(s) and name of bank(s) making available such line(s) of credit.  (g) letter(s) authorizing the Employer to seek references from the bidder's bankers.  (h) names and qualifications of senior management and technical personnel in the bidder's organization.  (i) names and qualifications of key personnel proposed to be assigned by the bidder for execution of the Works.  (j) major items of equipment which the bidder will make available for the execution of the works and information whether such equipment is the bidder's own or will be purchased or hired.  (k) information on any subcontract relating to the Works proposed by the bidder, including the name and address of any subcontractor to whom the bidder proposes to subcontract 10% or more of the value of the Works.  (l) proposed method and program for construction of the Works.  (m) information on any litigation in which the bidder was involved during the last five years and is involved at present, including the names of the parties concerned and the amounts in dispute. |
| 1. Bids by Joint Ventures | In addition to furnishing the information required under Clause 15 of these Instructions, joint venture partners submitting a bid shall in respect of each of them, also comply with the following requirements:  (i) Sign the bid and, if their bid is accepted, also sign the Form of Agreement or alternatively authorize one of the partners by a duly executed power(s) of attorney to sign the bid and, if successful, also the Form of Agreement on behalf of the other partners in addition to himself.  (ii) Submit with their bid an authenticated copy of the joint venture agreement between or among the partners.  (iii) Submit with their bid a statement to the Employer that, if the contract is awarded to the joint venture, the joint venture partners agree to be jointly and severally liable in respect of any matter for all obligations of the joint venture under the Contract.  (iv) Designate one of their number by virtue of a duly executed power(s) of attorney as authorized representative of the joint venture, with the power, if their bid is successful, to incur liabilities and accept instructions on behalf of any and all the partners throughout the entire execution of the contract and also to receive payments on behalf of the partners in the joint venture from the Employer. |
| 1. Fraud and Corruption | 17.1 In pursuance of the financing institution(s)’ policies on Fraud and Corruption, the financing institution(s) :  (a) defines, for the purposes of this provision, the terms set forth below as follows:  (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;  (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;  (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;  (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of the party;  (v) “obstructive practice” is  (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a financing institution(s) investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or  (bb) acts intended to materially impede the exercise of the financing institution(s)’s inspection and audit rights provided for under sub-clause 17.1(d) below.  (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;  (c) will sanction a firm or an individual, at any time, in accordance with prevailing financing institution(s)’s sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a financing institution(s) -financed contract.  (d) will require that a clause be included in bidding documents and in contracts financed by the financing institution(s), requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the financing institution(s) to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the financing institution(s).  17.2 In further pursuance of this policy, Bidders shall permit the financing institution(s) to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the financing institution(s). |

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| B. PREPARATION OF TENDERS | |
| 1. Forms and Schedules | The bidder shall use, fill-in and furnish the Form of Tender and Appendix thereto, such form being shown in Annex II hereto, the Form of Tender Security, Bills of Quantities and any other forms and schedules contained in the tender documents, except any form relating to alternative bids, if invited, which may be submitted at the option of the bidder. The tenderer shall also submit with his bid any information or material required under these instructions and may, if necessary, provide additional sheets. Failure to use and fill-in the forms which are mandatory in accordance with the above may result in the bid being rejected. All entries shall either be typed or printed in indelible ink, without interlineration or erasures. |
| 1. Technical Specifications and Standards | Technical specifications and standards prescribed as the bases on which, among other things, the tenders are to be prepared, shall be deemed to be the latest edition including amendments and substitutions made by the issuers thereof not less than 28 days before the closing date for submission of tenders. |
| 1. Bid Prices | 20.1. The bid submitted by the bidder shall be deemed to cover all materials, equipment and work necessary for the Works, and the bidder shall fill-in the rates and prices for all items included in the Bills of Quantities. If the bidder fails to do so with respect to any item, the price of such item shall be deemed to be covered by the rates and prices for other items in the Bills of Quantities which have been priced by the bidder, and he shall not be entitled to payment for execution of the item or items which have not been priced.  20.2. All duties, taxes and other levies payable by the Contractor in any country shall be deemed to be included in his rates and prices and the total price offered by him, except that, taxes and levies imposed by law and payable by the Contractor in the Employer's country shall be deemed to be included in the bidder's rates and prices and total price only insofar as such, taxes and levies have been in force 28 days before the closing date for submittal of bids.  20.3. If so stated in the tender documents, the rates and prices quoted by the bidder shall be subject to adjustment under Clause 13 of the General Conditions of Contract, as amended, if so, in the Particular Conditions of Contract. |
| 1. Currency of the Bid | Unless otherwise required in the tender documents, the bidder shall quote all his prices in Maldivian Rufiyaa. |
| 1. Period of Tender Validity | Tenderers shall remain bound by their tenders for a period of 120 days from the closing date for submittal of bids. Any tender stated to be valid for a shorter time will be rejected by the Employer. |
| 1. Alternative Bids by Tenderers | Alternative tenders shall not be allowed for this bidding process. |
| 1. Tender Security | 24.1. The tender shall be accompanied by a tender security in the form of a bank guarantee issued or endorsed by a bank acceptable to the Employer. Such bank guarantee shall be in the form shown in Annexures hereto and shall be valid for the period required for the validity of tenders.  24.2. Any tender not accompanied by the required tender security will be rejected. The tender security of a joint venture must be in the name of the joint venture partners submitting the tender.  24.3. The tender securities of unsuccessful tenderers will be returned to them within 30 days after the expiration of the period of tender validity.  24.4. The tender security of the successful tenderer will be released promptly after signature of the Agreement and submittal by him of the performance security required under Clause 4.2 of the General Conditions of Contract.  24.5. The tender security of a tenderer shall be forfeited:  (i) if the tenderer withdraws his tender before expiry of the period of tender validity.  (ii) in the case of the successful tenderer, if he fails within the prescribed time limit either to sign the Form of Agreement or furnish the required performance security. |
| 1. Signature of Tenders | The tender and all copies thereof shall be signed by the tenderer or a person duly authorized on his behalf. Proof of such authorization in the form of a Power of Attorney shall accompany the tender. All pages of the tender where entries or amendments have been made shall be initialled by the tenderer or on his behalf by a person duly authorized as aforesaid. |

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| C. SUBMISSION OF TENDERS | |
| 1. Format of Tender | Tenders shall be submitted in one original comprising all documents mentioned in Clause 27 of these Instructions, bound with the section containing the Form of Tender and Appendix to the Tender and clearly marked "ORIGINAL". In addition the tenderer shall submit 2 (two) copies of the tender clearly marked "COPIES". In case of any discrepancy between the Copies and the Original, the Original shall prevail. |
| 1. Contents of Tender | The tender shall in accordance with the requirements stated in the tender documents  comprise the following:  (i) The completed Form of Tender and Appendix thereto,  (ii) The tender security,  (iii) The completed Bills of Quantities,  (iv) The completed schedules of supplementary information,  (v) All information on any subcontract envisaged,  (vi) The tender price and currency or currencies of payment,  (vii) The minutes of any pre-tendering conference and other relevant correspondence issued during the tendering period. |
| 1. Technical Proposal | The following documents shall be submitted with the tender, in one original and 2 (two) copies along with the Technical Proposal.   1. Information stating the names of senior personnel and key staff of the tenderer to be assigned to the Works, together with their curriculum vitae, and an organizational chart of his proposed site staff. Details of key personal to be met as stated in Section IV: Evaluation and Qualification Criteria. 2. Details of equipment and plant which will be available for use in executing the Works.   (iii) Performance program proposed by the tenderer.  (iv) Organizational and methodology proposed for execution of the Works.  (v) Staff assignment schedule. |
| 1. Sealing and Marking of Tenders | 29.1. The tenderer shall put and seal the Original and each Copy of his tender in separate envelopes marked "ORIGINAL" and "COPIES". The envelopes shall then be put in an outer envelope which shall be sealed. All such envelopes shall be addressed to the Employer at his address stated in Clause 11 of these Instructions, bear the name and identification number of the Works or Contract and a warning that they shall not be opened before the date for opening of bids.  29.2. The inner envelopes shall state the name and address of the tenderer for returning the tender to him in case it is not received at or before the closing time for submittal of bids. |
| 1. Modification, Substitution or Withdrawal of Tenders | The tenderer may modify, substitute or withdraw his tender by written notice to the Employer before the closing time for submittal of tenders. Such modification, substitution or withdrawal shall be contained in a sealed envelope marked as "Modification", "Substitution" or "Withdrawal of Tender". No modification, substitution or withdrawal of a bid will be accepted after the closing time for submittal of bids. |

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| D. BID OPENING AND EVALUATION | |
| 1. Bid Opening | 31.1. Bids will be opened by the Employer in a session to which all bidders will be invited, the time and place being stated in the invitation addressed to the tenderers. Each bidder may attend in person, or designate an authorized representative to attend on his behalf, and shall sign a register of attendance.  31.2. Envelopes marked "Withdrawal" or "Substitution" will be opened first and the name of the bidder submitting the same shall be announced. Bids in respect of which a notice of withdrawal or substitution was duly received before the closing time for submittal of bids will not be opened.  31.3. The remaining bids will then be opened and the Employer will announce the bidders' names, the bid prices, including any alternative bid prices, the presence (or absence) of tender security and any such other details as the Employer may consider appropriate. The envelopes marked "Modifications" will then be opened and their content read out in appropriate detail.  31.4. The Employer will prepare minutes of the tender opening session, including the information announced during the session. Such minutes are for the administrative purposes of the Employer and the bidders shall not be entitled to receive copies thereof. |
| 1. Confidentiality of Process of Evaluation of Bids | All information concerning the examination, clarification and evaluation of bids and the recommendation for award are confidential and will not be disclosed to bidders or to any person not officially concerned with such process until award to the successful bidder. Any attempt by any bidder to influence the process of evaluation of bids or award will lead to the rejection of his bid. |
| 1. Clarification of Bids | The Employer may request any bidder to clarify any matter in his bid, including the breakdown of his unit rates. Such request will be made in writing, but no bidder will be allowed to make, through any clarification given by him, any change in the price or substance of his bid. |
| 1. Determination of Responsiveness of Bids | 34.1. Prior to the detailed evaluation of bids the Employer will examine each tender to determine whether it:  (a) meets the eligibility criteria set forth in Clause 4 of these Instructions;  (b) has been properly signed;  (c) is accompanied by the required bid security;  (d) is valid for the period required and;  (e) is substantially responsive to the requirements of the tender documents.  For this latter purpose, a substantially responsive tender is one which conforms to all terms, conditions and specifications stated in the tender documents without any material deviation or reservation. A material deviation or reservation is one which:  (a) affects in a substantial way the price, scope, quality, performance or the required timing of execution and completion of the Works, or  (b) limits in any substantial way, inconsistent with the tender documents, the rights of the Employer or obligations of the tenderer, and  (c) whose rectification would unfairly affect the competitive position of the tenderers who have presented substantially responsive bids.  34.2. If a tender is found not to be substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation and it will be rejected by the Employer. |
| 1. Correction of Errors | 35.1. The Tenders determined to be substantially responsive will be checked by the Employer for any arithmetical errors. The Employer shall have the right to correct such errors using the following method:  (a) Where there is a discrepancy between the amounts stated in figures and the amount stated in words the latter shall govern.  (b) Where there is an error in any amount resulting from the multiplication of a unit rate for an item by the quantity thereof, the unit rate shall govern and the product of the multiplication shall be corrected accordingly, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total stated will govern and the unit rate will be corrected accordingly.  (c) The total tender price will be recalculated on the basis of correction of errors in the manner stated in paragraph (b) above, or if there are no such errors by correcting any errors in the summation of the prices for the various line items in the Bills of Quantities. The total price arrived at after either of these corrections shall be deemed to be the correct total price of the tender, unless the total price stated in the tender is lower than the corrected total tender price, in which case the former shall be deemed as the correct tender price and the tenderer shall be deemed to have offered a discount to be applied pro rata to the prices of all items in the Bills of Quantities.  35.2. The correction and adjustment of the tender prices and total tender price resulting from the application of the methods for correction stated in this Clause 35 shall be binding on the tenderer and if he does not accept the corrected amount of his bid, he shall forfeit his tender security. |

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| E. EVALUATION AND COMPARISON OF TENDERS | |
| 1. The Bids to be Evaluated | Only bids determined to be substantially responsive will be evaluated and compared with one another by the Employer. |
| 1. Currency of Evaluation | Tender prices will be evaluated and compared on the basis of the currency stipulated in Clause 21 for the tenders. For this purpose, however, the amount(s) representing the percentage or percentages of each tender price payable in a foreign currency or currencies, as required in the tender, shall be ascertained in such currency or currencies using the rate of exchange stated in the tender. The amount(s) so ascertained shall be reconverted to the currency of the Employer's country on the basis of the selling rate(s) published on the day of opening of bids by the Central Bank or other institution performing the functions of a Central Bank in the Employer's country and the amounts of bids, as adjusted pursuant to Clause 35, shall be compared on this basis and other bases stated in these Instructions. |
| 1. Determining the Lowest Evaluated Bid | 38.1. For evaluation of the bids, the Employer will determine the evaluated bid price for each bid by adjusting the bid price, as determined in accordance with Clauses 35 and 37 of these Instructions, as follows:  (a) excluding Provisional Sums, but including Daywork where priced competitively;  (b) making an appropriate adjustment on sound technical and/or financial grounds for any quantifiable acceptable deviations or reservations or alternative offers;  (c) making an allowance in financial terms for completion time or times, which are different, if allowed, from those stated in the tender documents.  38.2. The estimated effect of price adjustment provisions in the Conditions of Contract over the period of execution of the contract shall be disregarded in the evaluation of bids.  38.3. If the Lowest Evaluated Bid is seriously unbalanced or front-loaded by comparison to the Engineer's estimate of the costs of the various items of work to be performed under the Contract, the Employer may require justification of such imbalance and the rectification thereof if not satisfied with the explanation given by the tenderer. Unless such imbalance is rectified, the Employer may require increase of the amount of the performance security required under Clause 4.2 of the Conditions of Contract, so that the Employer's interest may be sufficiently protected in the event of default of the successful bidder in performing the Contract. |
| 1. Preference for Certain Bidders | 39.1. Domestic bidders from the Employer's country and bidders from the country or member countries of the financing institutions(s) will be accorded a margin of preference of 10% in the comparison of bids, provided they satisfy the following conditions:  (a) be registered in the Employer's country or in the country or one of the member countries of the financing institution(s) and have majority ownership by nationals of the Employer’s country.  (b) not subcontract more than 40% of the Works, measured in terms of the Contract Price, excluding provisional sums, to contractors who would not have been eligible for the aforesaid margin of preference.  39.2. Joint ventures between partners eligible for the margin of preference and other partners who do not qualify for such preference, shall be eligible for the margin of the preference provided that:  (a) the partners who are eligible for the margin of preference have a beneficial interest of not less than 50% in the joint venture as demonstrated by the terms of the joint venture agreement; and  (b) the partner or partners who are eligible for the margin of preference, will execute, under the joint venture arrangement, at least 50 % of the Works measured in terms of the Contract Price, excluding provisional sums.  39.3. A bidder who considers himself eligible for the margin of preference provided for in this Clause shall submit with his bid all necessary information and evidence substantiating such eligibility.  39.4. Alternative bids, where allowed, will be evaluated separately in accordance with Clause 23 of these Instructions and shall be subject to the margin of preference in accordance with Clause 39 of these Instructions. |

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| F. AWARD OF CONTRACT | |
| 1. Award | Subject to Clause 41 and to the application of Clause 39 of these Instructions, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest Evaluated Bid Price as determined in accordance with Clause 38. |
| 1. Annulment of Tender Procedure | The Employer reserves the right to accept or reject any tender or to annul the tendering process and reject all tenders at any time prior to the award of the Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Employer's action. |
| 1. Notification of Award | 42.1. Prior to expiration of the period of validity of bids. as such period may be extended with the agreement of the successful bidder, the Employer will notify the successful bidder in writing by registered letter that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance”) shall specify the sum which the Employer will pay to the Contractor in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Accepted Contract Amount").  42.2. Pending signature and entry into force of the Contract, the notification of award will constitute a Contract between the Employer and the successful bidder. |
| 1. Signature of Contract | The successful bidder shall on such date as notified to him by the Employer sign the Form of Agreement constituting the Contract for execution of the Works. The Form of Agreement is appended hereto in the Section IX, Annexures. |
| 1. Furnishing of Performance Security | Within 30 days of receipt of the Letter of Acceptance the successful bidder shall furnish to the Employer a Performance Security as stipulated in Clause 4.2 of the General Conditions of Contract, being in conformity with the form prescribed for this purpose in the tender documents. |
| 1. Failure to Sign Contract or Furnish Performance Security | Failure of the successful bidder to comply with the requirements of Clauses 43 and 44 shall constitute a breach of contract and cause for the annulment of the award and forfeiture of the tender security. The Employer may also seek any other remedy under the Contract and may resort to awarding the Contract to the next ranked bidder. |



# SECTION II. FORM OF TENDER

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

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

To: *Ministry of Education,*

*Velaanaage’, Ameer Ahmed Magu,*

*Henveiru,*

*Male’, 20096*

*Republic of Maldives,*

Dear Sir(s),

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

Construction of Proposed Multipurpose Hall at Th.Madifushi School (2 Storey),

1. Having examined the tender documents, including, in particular, the Conditions of Contract, the Specifications, Drawings and Bills of Quantities, the Appendix to Tender as well as Addenda Nos. .................and ............. , [if any] we, the undersigned, offer to execute and complete the Construction of Proposed Multipurpose Hall at Th.Madifushi School (2 Storey) (hereinafter referred to as the Works) and to remedy any defects therein, all in conformity with the said tender documents for the sum of: .............................................................................................................................. [Insert amount in figures] .............................................................................................................................. [Insert amount in words] or such other sum as determined in accordance with the said Conditions of Contract and other documents of such contract as may be concluded between us.

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

3. We undertake, if our Tender is accepted, to commence the Works as soon as reasonably possible after receipt of the Engineer's notice to commence and to complete the whole of the Works within the Time for Completion stated in the Appendix to this Tender.

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

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

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

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

Yours truly,

[*Name of Tenderer*]

By: [*Signature of Authorized Representative*]

[*Name of Authorized Representative*]

[*Designation/Capacity*]

Witness: [*Signature*]

[*Name* ]

[*Occupation*]

[*Address*]

# SECTION III. APPENDIX TO TENDER

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Item | | | Sub-Clause | Data | | | |
| Employer’s name and address | | | 1.1.2.2 & 1.3 | *Ministry of Education,*  *Velaanaage’, Ameer Ahmed Magu,*  *Henveiru,*  *Male’, 20096*  *Republic of Maldives,*  *[Insert Employer’s mail address]*  *[Insert Employer’s fax no.]* | | | |
| Contractor’s name and address | | | 1.1.2.3 & 1.3 | (*Contractor to insert their full correspondence address here*) | | | |
| Engineer’s name and address | | | 1.1.2.4 & 1.3 | Riyan Pvt. Ltd,  H. Azum, 3rd Floor,  Ameenee Magu,  Male’, 20054 | | | |
| Time for Completion of the Works | | | 1.1.3.3 | --- | | | |
| Defects Notification Period | | | 1.1.3.7 | 360 days | | | |
| Electronic Transmission systems | | | 1.3 | Electronic mail and Facsimile | | | |
| Governing Law | | | 1.4 | Law of Maldives | | | |
| Ruling Language | | | 1.4 | English | | | |
| Language for communications | | | 1.4 | English | | | |
| Time for access to the Site | | | 2.1 | Within 14 days after the signing of the Agreement | | | |
| Amount of Performance Security | | | 4.2 | 5% of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable | | | |
| Normal working hours | | | 6.5 | 6 days a week, 10 hrs per day. | | | |
| Delay damages for the Works | | | 8.7 & 14.15(b) | The rate per day for liquidated damages shall be calculated as follows:  The liquidated damages for the whole of the Works are as:  CP\*0.0025\*LD  CP=Contract price  LD=Late days | | | |
| Maximum amount of delay damages | | | 8.7 | 15% of the final Contract Price | | | |
| *If there are Provisional Sums:*  Percentage for adjustment of Provisional Sums | | | 13.5 (b) | 2% | | | |
| *If Sub-Clause 13.8 applies:*  Adjustments for Changes in Cost; Table(s) of adjustment data | | | 13.8 | For payments of each month / [YEAR] in Maldivian Rufiyaa currency. Contractor shall only claim for the material included in the material list attached in Section IX – Annexures of this contract. | | | |
|  | Coefficient;  Scope of index | Country of origin; currency index | | Source of index; Title/definition | | Value on stated date(s)\* | |
| Value | Date |
| a= | 0.10 Fixed | Maldives, MVR | | Ministry of Housing and Infrastructure | 100% | |  |
| b= | 0.2 |
| c= | 0.15 |
| d= | 0.55 |

\*These values and dates confirm the definition of each index, but do not define Base Date indices

|  |  |  |
| --- | --- | --- |
| Total advance payment | 14.2 | 15% of the Accepted Contract Amount |
| Number and timing of instalments | 14.2 | Single instalment to be claimed within 28 days from Commencement Date |
| Currencies and proportions | 14.2 | 100% on Maldivian Rufiyaa |
| Start repayment of advance payment | 14.2 (a) | From the first interim certificate |
| Repayment amortisation of advance payment | 14.2 (b) | 15% |
| Percentage of Retention per Bill | 14.3 | 10% |
| Limit of Retention Money | 14.3 | 5% of the Final Contract Price |
| *If Sub-Clause 14.5 applies:*  Plant and Materials for payment when shipped en route to the Site | 14.5 (b) | This Sub-Clause is not applicable |
| Plant and Materials for payment when delivered to the Site | 14.5 (c) | This Sub-Clause is not applicable |
| Minimum amount of Interim Payment Certificates | 14.6 | 5% of the Accepted Contract Amount |
| Currency of payment | 14.15 | Maldivian Rufiyaa |
| Periods for submission of insurance   * Evidence of insurance * Relevant policies | 18.1 (a)  18.1 (b) | 28 days  28 days |
| Maximum amount of deductibles for insurance of the Employer’s risks | 18.2 (d) | MVR 100,000.00 |
| Minimum amount of third party insurance | 18.3 | MVR (to be confirmed by the ministry) |
| Date by which the DAB shall be appointed | 20.2 | 28 days after the Commencement Date |
| The DAB shall be | 20.2 | A DAB of three Members |
| Appointment (if not agreed) to be made by | 20.3 | Tender Evaluation Board |

# SECTION IV. EVALUATION AND QUALIFICATION CRITERIA

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

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

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

Value of single contract - Exchange rate prevailing on the date of the contract. Exchange rates shall be taken from the publicly available source identified in the ITB 37. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

**1. Domestic Preference**

Domestic Preference shall be applied as stated in clause 39 of the Instruction to Bidders.

After bids have been received and reviewed by the Beneficiary, responsive bids shall be classified into the following groups:

(i) Group A: bids offered by domestic contractors eligible for the preference.

(ii) Group B: bids offered by other contractors.

All evaluated bids in each group shall, as a first evaluation step, be compared to determine the lowest bid, and the lowest evaluated bids in each group shall be further compared with each other. If, as a result of this comparison, a bid from Group A is the lowest, it shall be selected for the award. If a bid from Group B is the lowest, as a second evaluation step, all bids from Group B shall then be further compared with the lowest evaluated bid from Group A. For the purpose of this further comparison only, an amount equal to 10% (ten percent) of the respective bid price corrected for arithmetical errors, including unconditional discounts but excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each bid from Group B. If the bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated bid from Group B based on the first evaluation step shall be selected.

**2. Evaluation**

In addition to the criteria listed in ITB 31-39 the following criteria shall apply:

2.1 Assessment of adequacy of Technical Proposal with Requirements

**3. Qualification**

3.1 Update of Information

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

3.2 Specialized Subcontractors

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

3.3 Financial Resources

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

(i) the following cash-flow requirement:

*MVR (to be confirmed by the ministry) month*

3.3 Personnel

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

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Position** | **Total Work Experience (years)** | **In Similar Works Experience**  **(years)** |
| 1 | Construction Manager (1 nos) | 10 | 8 |
| 2 | Civil/Structural Engineer (1 nos) | 10 | 8 |
| 5 | Civil/Structural works supervisor (1nos) | 5 | 3 |

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

3.4 Equipment

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

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

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

# SECTION V. CONDITIONS OF CONTRACT

# PART I: GENERAL CONDITIONS

The Conditions of Contract comprise the “General Conditions”, which form part of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer”, First Edition 1999 published by Fédération Internationale des Ingénieurs-Conseils (FIDIC), and the following “Particular Conditions”, which include amendments and additions to such General Conditions. The General Conditions of Contract and Particular Conditions of Contract shall be read together and in case of any conflict or inconsistency between the conditions contained in them, the Particular Conditions of Contract shall prevail.

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

FIDIC Secretariat

P.O. Box 86

CH 1000 Lausanne 12

Switzerland

Fax No: +41 21 653 5432

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

# PART II: PARTICULAR CONDITIONS

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

| Item | Sub-Clause | Data |
| --- | --- | --- |
| Clause 1 |  |  |
| Interpretation | 1.2 | At the end of Sub-Clause 1.2, insert:  “In these Conditions, provisions including the expression ‘Cost plus reasonable profit’ require this profit to be one-twentieth (5%) of this Cost.” |
| Confidentiality | 1.15 | Insert Additional Sub-Clause as follows  “The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous agreement of the Employer.” |
| Clause 2 |  |  |
| Right of Access to the Site | 2.1 | Delete (b) in the third paragraph of this Sub-Clause. |
| Clause 3 |  |  |
| Management Meetings | 3.6 | Insert this additional Sub-Clause 3.6 at the end of Sub-Clause 3.5:  “The Engineer or the Contractor’s Representative may require the other to attend a management meeting in order to review the arrangements for future work. The Engineer shall record the business of management meetings and supply copies of the record to those attending the meeting and to the Employer. In the record, responsibilities for any actions to be taken shall be in accordance with the Contract.” |
| Clause 4 |  |  |
| Performance Security | 4.2 | At the end of the second paragraph of Sub-Clause 4.2, insert:  “If the Performance Security is in the form of a bank guarantee, it shall be issued either (a) by a bank located in the Country, or (b) directly by a foreign bank acceptable to the Employer. If the Performance Security is not in the form of a bank guarantee, it shall be furnished by a financial entity registered, or licensed to do business, in the Country.” |
| Subcontractors | 4.4 (e) | Add sub-clause 4.4 (e):  “Contractor shall not sub-contract more than 40% of the works. As specified in Section I: Instruction to Tenderers, if the Contractor plans to sub-contract more than 10% of the works, the details of the sub-contractor should be included in the bid document. For works less than 10% of the Contract, Subcontractors would be allowed following the prior consent of the Engineer.” |
| Protection of the Environment | 4.18 | add sub paragraph as follows;  “Contractor must comply with Environment Protection and Preservation Act 1993. The Contractor must adhere to all the requirements of the Environmental Impact Assessment (if any), which could include, but not limited to, mitigation measures, recommendations and environmental monitoring during construction stage.” |
| Clause 6 |  |  |
| Foreign Staff and Labour | 6.12 | A new sub-clause is added reading as follows:  “The Contractor may import any personnel who are necessary for the execution of the Works. The Contractor must ensure that these personnel are provided with the required residence visas and work permits. The Contractor shall be responsible for the return to the place where they were recruited or to their domicile of imported Contractor’s Personnel. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.” |
| Clause 7 |  |  |
| Source of Material | 7.9 | A new sub-clause is added reading as follows:  “All Goods and shall have their origin in eligible source countries as defined by the financial institution(s) , Goods shall be transported by carriers from these eligible source countries, unless exempted by the Employer in writing on the basis of potential excessive costs or delays. Surety, insurance and banking services shall be provided by insurers and bankers from the eligible source countries.” |
| Clause 12 |  |  |
| Measurement and Evaluation | 12 | This Clause is not applicable in its entirety. |
| Clause 13 |  |  |
| Variations and Adjustments | 13.3 | Delete the last sentence of Sub-Clause 13.3 and substitute:  “Upon instructing or approving a variation, the Engineer shall proceed in accordance with Sub-Clause 3.5 to agree or determine adjustments to the Contract Price and to the schedule of payments under Sub-Clause 14.4. These adjustments shall include reasonable profit, and shall take account of the Contractor’s submissions under Sub-Clause 13.2 if applicable.” |
| Clause 14 |  |  |
| The Contract Price | 14.1 | Delete sub-paragraph (a) and (b) of Sub-Clause 14.1 and substitute:   1. “the Contract Price shall be the lump sum Accepted Contract Amount and be subject to adjustments in accordance with the Contract.” |
| Plant and Materials intended for the Works | 14.5 | This Sub-Clause is not applicable |
| Clause 18 |  |  |
| Insurance against Damage to Property | 18.3 | Add the following sentence at the end of the Sub-Clause 18.3  “Prior to commencing any excavation or using any heavy equipment in close proximity to third party properties, the Contractor shall at his own expense arrange his insurers to inspect such properties. He shall also prepare pre-operation condition reports of such properties including any photographs, as deemed appropriate, for future reference.” |

# SECTION VI. TECHNICAL SPECIFICATION

*See Separate Volume*

# SECTION VII. DRAWINGS

*See Separate Volume*

# SECTION VIII. BILL OF QUANTITIES

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

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

# SECTION IX. ANNEXURES

**ANNEX I**

**LIST OF MATERIALS FOR WHICH PRICE FLUCTUATION CLAUSE IS APPLICABLE**

1. Steel Reinforcement
2. Cement
3. Sand
4. Aggregate

**ANNEX II**

**FORM OF AGREEMENT**

**This Agreement** made the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2019, between the Government of Maldives *represented by the* Ministry of Education, Male’, Republic of Maldives (hereinafter called “the Employer”) of the one part, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter called “the Contractor”) of the other part.

**Whereas** the Employer desires that the Works known as Construction of Proposed Multipurpose Hall at Th.Madifushi School (2 Storey) be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects in accordance with the terms and conditions set forth in this Agreement for a total Accepted Contract Amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*insert amount in words*). therein,

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

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

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

For and Signed on behalf of:

|  |  |
| --- | --- |
| Employer:  ……………………………………… | Contractor:  ……………………………………… |
| Name: ……………………………………… | Name: ……………………………………… |
| Designation: ……………………………………… | Designation: ……………………………………… |
| Address: | Address: |

In the presence of

|  |  |
| --- | --- |
| Name: ……………………………………… | Name: ……………………………………… |
| Designation: ……………………………………… | Designation: ……………………………………… |
| Address | Address: |

**ANNEX III**

**TECHNICAL PROPOSAL**

* Site Organization
* Method Statement
* Mobilization Schedule
* Construction Schedule
* Equipment
* Others

SITE ORGANIZATION

METHOD STATEMENT

MOBILIZATION SCHEDULE

CONSTRUCTION SCHEDULE FORM EQU: EQUIPMENT

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

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

Omit the following information for equipment owned by the Bidder.

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

FORM PER-1: PROPOSED PERSONNEL

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

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

\*As listed in Section III.

FORM PER-2: RESUME OF PROPOSED PERSONNEL

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

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

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

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

**ANNEX IV**

BIDDERS QUALIFICATION

The Bidder shall provide information regarding:

(a) Eligibility

(b) Pending Litigation

(c) Financial Situation

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

* Form ELI -1.1 - Bidder Information Form
* Form ELI -1.2 - Bidder's JV Information Form
* Form CON – 2 - Historical Contract Non-Performance, Pending Litigation and Litigation History
* Form FIN – 3.1 - Financial Situation and Performance
* Form FIN - 3.2 - Average Annual Construction Turnover
* Example Performance Guarantee
* Example Surety Bond for Performance
* Form of Bank Guarantee for Advance Payment
* Form of Site Visit Certification

**FORM ELI -1.1**

BIDDER INFORMATION FORM

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

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

**FORM ELI -1.2**

BIDDER'S JV INFORMATION FORM

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

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

**FORM CON – 2**

HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY

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

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

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

FORM FIN – 3.1

FINANCIAL SITUATION AND PERFORMANCE

Bidder’s Name: Date:

Bidder’s Party Name:

ICB/MC No. and title:

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

1. Financial data

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

2. Sources of Finance

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

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

2. Financial documents

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

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

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

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

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

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

FORM FIN - 3.2

AVERAGE ANNUAL CONSTRUCTION TURNOVER

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

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

\* See Section III, Evaluation and Qualification Criteria,

**EXAMPLE PERFORMANCE GUARANTEE**

***By this guarantee*** *We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_whose registered office is at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Contractor") and. whose registered office is at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter called "the Guarantor") are held and firmly bound unto\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Employer") in the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the payment of which sum*

*the Contractor and the Guarantor bind themselves, their successors and assigns jointly and severally by these presents.*

***Whereas*** *the Contractor by an Agreement made between the Employer of the one part and the Contractor of the other part has entered into a Contract (hereinafter called "the said Contract ") to execute and complete certain Works and remedy any defects therein as therein mentioned in conformity with the provisions of the said Contract.*

***Now the Condition*** *of the above-written Guarantee is such that if the Contractor shall duly perform and observe all the terms provisions conditions and stipulations of the said Contract on the Contractor's part to be performed and observed according to the true purport intent and meaning thereof or if on default by the Contractor the Guarantor shall satisfy and discharge the damages sustained by the Employer thereby up to the amount of the above-written Guarantee then this obligation shall be null and void but otherwise shall be and remain in full force and effect but no alteration in terms of the said Contract or in the extent or nature of the Works to be executed, completed and defects therein remedied thereunder and no allowance of time by the Employer or the Engineer under the said Contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning the said Contract on the part of the Employer or the said Engineer shall in any way release the Guarantor from any liability under the above-written Guarantee. Provided always that the above obligation of Guarantor to satisfy and discharge the damages sustained by the Employer shall arise only*

*(a) on written notice from both the Employer and the Contractor that the Employer and the Contractor have mutually agreed that the amount of damages concerned is payable to the Employer or*

*(b) on receipt by the Guarantor of a legally certified copy of an award issued in arbitration proceeding carried out in conformity with the terms of the said Contract that the amount of the damages is payable to the Employer.*

*Signed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*in the presence of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the presence of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**EXAMPLE SURETY BOND FOR PERFORMANCE**

*Know all Men by these Presents that (name and address of Contractor)*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*as Principal (hereinafter called "the Contractor") and (name, legal title and address of Surety) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*as Surety (hereinafter called "the Surety"), are held and firmly bound unto (name and address of Employer) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*as Obligee (hereinafter called "the Employer") in the amount of \_\_\_\_\_ for the payment of which sum, well and truly to be made, the Contractor and the Surety bind themselves, their successors and assigns, jointly and sever ally, firmly by these presents.*

*Whereas the Contractor has entered into a written contract agreement with the*

*Employer dated the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2007*

*for(name of Works) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in accordance with the plans and specifications and amendments thereto, to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.*

*Now, therefore, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto) then this obligation shall be null and void; otherwise it shall remain in full force and effect.*

*Whenever Contractor shall be, and declared by Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:*

*(1) Complete the Contract in accordance with its terms and conditions; or*

*(2) Obtain a bid or bids for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by Employer and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Value; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Value", as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or*

*(3) Pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions any amount up to a total not exceeding the amount of this Bond.*

*The Surety shall not be liable for a greater sum than the specified penalty of this Bond.*

*Any suit under this Bond must be instituted before the issue of the Defects Liability Certificate.*

*No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators or successors of the Employer.*

*Signed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*in the presence of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the presence of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT**

To: *[name & address of Employer*]

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

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

*[name of Contract]*

Gentlemen:

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

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

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

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

Yours truly,

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

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

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

**FORM OF TENDER SECURITY**

To: [Name and Address of Employer]

Whereas, ----------------- [*Name of Bidder*] …….. (hereinafter called “the Bidder”) has submitted its Bid dated ----------[*Date*] ------- for the Design and Construction of -------- [*Name of Contract* ]

--------------- (hereinafter called “the Bid.”).

KNOW ALL PEOPLE by these presents that WE -----------------[*Name of Bank*] --------------- having our registered office at -------------------- (hereinafter “the Bank”), are bound unto ------------- [*Name of Employer*] ------------ (hereinafter “the Employer”) in the sum of --------------------------

------------- 1 for which payment well and truly to be made to the said Employer, the Bank binds himself, his successors, or assignees by these presents.

SEALED with the Common Seal of the said Bank this ---------day of ------ 20--.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the bidding documents; or

2. If the Bidder refuses to accept the correction of errors in his Bid;

or

3. If the Bidder, having been notified of the acceptance of its Bid by the Employer, during the period of bid validity, fails or refuses to:

(a) execute the Form of Contract Agreement; or

(b) furnish the Performance Security, in accordance with the Instruction to Bidders

We undertake to pay the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including twenty-eight (28) days after the period of bid validity, and any demand in respect thereof should be received by the Bank no later than the above date.

DATE ------------------ SIGNATURE OF THE BANK -------------- SEAL----

WITNESS ---------------------------------------------------

(Signature, Name, and Address)

1 The Bidder should insert the amount of the guarantee in words and figures in appropriate currency

**FORM OF CERTIFICATE OF SITE VISIT**

This is to certify that an authorized representative of:

*[Name of bidder]*

*[Bidder’s Address]*

visited the job site for verification of conditions for the:

*[Name of Project]*

on

*[Date of Visit]*

(Signature of Owner’s Representative or designated site authority)

Note:    This Certification of Site Visit must be completed and submitted with your bid package. If multiple locations are involved, provide separate form for each location.

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