****Edited by C

**Ministry of Finance**

Republic of Maldives

**Bidding Document**

**for**

**Construction of Water Supply Facilities in Adh. Omadhoo**

**under Deferred Payment Basis**

**Project Number: TES/2020/W-082**

**Employer: Ministry of National Planning, Housing and Infrastructure**

**November 2020**

National Tender

Ministry of Finance

**Tables of Contents**

[Part 1- Bidding Procedures 3](#_Toc56435165)

[Section I - Instructions to Bidders 4](#_Toc56435166)

[Section II - Bid Data Sheet 18](#_Toc56435167)

[Section III - Evaluation and Qualification Criteria 21](#_Toc56435168)

[Section IV - Bidding Forms 34](#_Toc56435169)

[Section V - Eligible Countries 65](#_Toc56435170)

[Part 2- Works Requirements 66](#_Toc56435171)

[Section VI - Scope of Works 67](#_Toc56435172)

[Section VII - Specifications 68](#_Toc56435173)

[Section VIII - Drawings 69](#_Toc56435174)

[Section IX - Bill of Quantities (BOQ) 70](#_Toc56435175)

[Part 3- Conditions of Contract & Contract Forms 75](#_Toc56435176)

[Section X - General Conditions of Contract (GCC) 76](#_Toc56435177)

[Section XI - Particular Conditions (PC) 77](#_Toc56435178)

[Section XII - Contract Forms 86](#_Toc56435179)

# Bidding Procedures

## Instructions to Bidders

1. Scope of Bid 1

2. Source of Funds 1

3. Fraud & Corruption 1

4. Eligible Bidders 2

5. Eligible Plant and Services 3

6. Sections of Bidding Document 4

7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeti 4

8. Amendment of Bidding Document 5

9. Cost of Bidding 5

10. Language of Bid 5

11. Documents Comprising the Bid 6

12. Letter of Bid and Schedules 6

13. Alternative Bids 6

14. Documents Establishing the Eligibility of Plant and Services 7

15. Documents Establishing the Eligibility and Qualifications of the Bidder 7

16. Documents Establishing Conformity of the Equipment/Machine and Services 7

17. Technical Proposal 7

18. Bid Prices and Discounts 8

19. Currencies of Bid and Payment 9

20. Period of Validity of Bids 9

21. Bid Security 9

22. Format and Signing of Bid 10

23. Submission, Sealing and Marking of Bids 10

24. Deadline for Submission of Bids 11

25. Late Bids 11

26. Withdrawal, Substitution, and Modification of Bids 11

27. Bid Opening 12

28. Confidentiality 12

29. Clarification of Bids 13

30. Deviations, Reservations, and Omissions 13

31. Preliminary Examination of Bids 13

32. Responsiveness of Bid 13

33. Nonmaterial Nonconformities 14

34. Correction of Arithmetical Errors 14

35. Conversion to Single Currency 14

36. Margin of Preference 14

37. Evaluation of Bids 14

38. Comparison of Bids 15

39. Post Qualification of Bidder 15

40. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids 16

41. Award Criteria 16

42. Notification of Award 16

43. Signing of Contract 16

44. Performance Security 16

### 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 under Sections VI-IX (Work’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 Section X (General Conditions of Contract).

### Source of Funds

2.1 The Procuring Entity (Employer) has an approved budget from the Government of the Maldives which has been allocated towards the project indicated in the **BDS**. The Procuring Entity intends to apply the allocated funds to eligible payments under contract(s) for which this Tender Document is issued.

2.2 Payments will be made only at the request of the Procuring Entity in accordance with contact terms and conditions and in accordance with financial legislation in force.

### Fraud & Corruption

3.1 It is the Government’s policy to require that Procuring Entities, as well as Bidders, suppliers, contractors and their subcontractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:

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

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

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

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

(bb) acts intended to materially impede the exercise of the Government’s inspection and audit rights provided for under sub-clause 3.1 (e) below.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will cancel in whole or in part a contract if it determines at any time that representatives of the Procuring Entity engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Government having taken timely and appropriate action satisfactory to address such practices when they occur;

(d) will suspend a firm or individual from participation in public procurement, by declaring it ineligible for a stated period of time, to be awarded a Government funded contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive orobstructivepractices in competing for, or in executing, a Government funded contract. The list of suspended firms is available at the electronic address specified in the **BDS**; and

(e) will have the right to require that a provision be included in tender documents and in contracts, requiring Tenderers, suppliers, and contractors and their sub-contractors to permit the Employer to inspect their accounts and records and other documents relating to the Tender submission and contract performance and to have them audited by auditors appointed by the Government.

### Eligible Bidders

4.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 4.5 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

### Sections of Bidding Document

6.1 The Bidding Document consists of Part I, II, & III, 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 Works Requirements**

Section VI – Scope of Works

Section VII – Specifications

Section VIII – Drawings

Section IX – Bill of Quantities (BOQ)

**PART III Conditions of Contract and Contract Forms**

Section X - General Conditions (GC)

Section XI – Particular Conditions (PC)

Section XII – Contract Forms

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 or Bid Securing declaration, 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 in accordance with ITB 15 establishing the Bidder’s eligibility and qualifications to perform the contract if its bid is accepted;
    6. Technical Proposal in accordance with ITB 17;
    7. Priced Bill of Quantities (BOQ), in accordance with ITB 18, or as stipulated in the BDS;
    8. 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;
    9. List of subcontractors, in accordance with ITB 17.2; and
    10. 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). 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 3 (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 Section VI-IX (Work’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 10.

### 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 3 (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding forms 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, the bidder shall 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 IV -Bidding Forms, 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 3 (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 3 (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 The Bidder shall submit a Price bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section 4 (Bidding Forms). In case of admeasurement Contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

18.2 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid, excluding any discounts offered.

18.3 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Price Bid, in accordance with ITB 12.1.

18.4 If so, indicated in ITB 1.1, bids are invited for individual Contracts or for any combination of Contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.3, provided the bids for all Contracts are submitted and opened at the same time.

18.5 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.

18.6 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 fixed 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 XII (Contract Forms).

### 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, issued by a bank or surety;

b. a cashier’s or certified check; or

c. any other form of security as **indicated in the BDS**

all from a reputable source from an eligible country. The bid security shall be submitted either using the Bid Security Form included in Section 4A - Bidding Forms – Technical Proposal, 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 pursuant to ITB 44

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 ITB44; or

ii. furnish a performance security in accordance with ITB 45.

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.

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, 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 other envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Price(s), including any discounts and alternative Bids and indicating whether there is a modification; the presence of a Bid security or Bid securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late Bids, in accordance with ITB 25.1.

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 33.

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.

### 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 Technical 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 technical aspects of the Bid submitted in accordance to ITB 17, Technical proposal, in particular, to confirm that the Bid meets the minimum acceptable levels of completeness, consistency and detail.

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 3 (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 Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Day-work items, where priced competitively;

(b) price adjustment for correction of 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 3 (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 Tenderer, in writing, via the Letter of Acceptance included in the Contract Forms, that its Tender has been accepted. At the same time, the Employer shall also notify all other Tenderers of the results of the tendering.

42.2 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding contract.

42.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of results, in accordance to ITB 42.1, requests in writing the grounds on which its bid was not selected.

42.4 Any Bidder may seek administrative review by a written inquiry to the Procuring Entity (Employer), which it considers to be in breach of the Financial Regulations. Any application for review must be submitted in writing to the Accountable Officer of the Procuring Entity, within ten (10) working days from the date the Bidder knew, or should have known, of the circumstances giving rise to the complaint. If the Accountable Officer does not issue a decision within ten days, or the Bidder is not satisfied with the decision, the Tenderer may submit a complaint to the Public Procurement Division.

### 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 XII (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 1 (Instructions to Bidders).

|  |  |
| --- | --- |
| Introduction | |
| ITB 1.1 | The Employer is:**Ministry of National Planning, Housing and Infrastructure**  **Republic of Maldives** |
|  | The name of the Project is**: Construction of Water Supply Facilities in Adh. Omadhoo under Deferred Payment Basis**.  The identification number of the NCB is: **TES/2020/W-082**  The number and identification of lots (contracts) comprising this NCB is: **One.** |
| 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:  Aminath Naheen Ahmed  Assistant Procurement Executive  National Tender  Ministry of Finance  Ameenee Magu, Male’, 20379  Republic of Maldives  Tel: (960) 334 9191, (960) 334 9106, (960) 334 9147  E-mail:  [aminath.naaheen@finance.gov.mv](mailto:%20aminath.naaheen@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 **29th November 2020**. |
| ITB 7.4 | A Pre-Bid meeting **shall not** take place. |
| Preparation of Bids | |
| ITB 11.1 (j) | The Bidder shall submit the following additional documents   * **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/>   * **Proposed Repayment Plan** in the format provided in 12.2 of Section IV – Bidding Forms |
| ITB 13 | Not applicable. |
| ITB 14 | Not applicable. |
| ITB 16 | Not applicable. |
| ITB 18.6 | The prices quoted by the Bidder shall be *fixed.* |
| 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 | The amount and currency of the bid security shall be: **MVR 192,000.00** |
| ITB 21.8 | 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 9191, (960) 334 9106, (960) 334 9147  E-mail: aminath.naaheen@finance.gov.mv  [tender@finance.gov.mv](mailto:tender@finance.gov.mv)    Envelope shall bear the following identification:  The name of the Project is**: Construction of Water Supply Facilities in Adh. Omadhoo under Deferred Payment Basis**.  Procurement Reference Number: **TES/2020/W-082**  **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: **10th December 2020**  Time: **11:00hrs** |
| ITB 27.1 | The bid opening shall take at address given in ITB 23.2 immediately after deadline of submission of Bid. |
| Evaluation, and Comparison of Bids | |
| ITB 35.1 | 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.** |

## Evaluation and Qualification Criteria

1. Evaluation 22

1.1 Technical Evaluation (Adequacy of Technical Proposal) 22

1.2 Economic Evaluation 22

1.3 Quantifiable Deviations and Omissions 22

1.4 Multiple Lots (Contracts) 22

1.5 Specific additional criteria 23

2. Qualification Criteria 24

2.1 Eligibility 24

2.1.1 Nationality 24

2.1.2 Conflict of Interest 24

2.1.3 Government-owned Entity 25

2.1.4 UN Eligibility 25

2.1.5 NCR Registration 25

2.2 Pending Litigation 26

2.3 Historical financial performance 27

2.3.1 Historical Financial Performance 27

2.3.2 Average Annual Turnover 28

2.3.3 Financial Resources 28

2.4 Experience 29

2.4.1 General Experience 29

2.4.2 Specific Experience 29

2.5 Experience in Key Activities 30

2.6 Subcontractors Experience 31

2.7 Key Personnel for Construction Supervision 32

2.8 Key Equipment 33

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 34 and ITB 39, 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 (Adequacy of Technical Proposal)

* Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VI – VIII (Work’s Requirements).
* Omission of information on non-significant equipment and personnel 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.

#### 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 Bids (Contracts)

If a bidder submits successful Bids for multiple projects (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 bidder’s 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 4.2. | 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 4.4. | 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 4.6. | 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 4.8 | 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,  1) financial resources such as liquid assets, unencumbered real assets, to meet the cash-flow requirement of **MVR 10 Million (Ten Million Maldivian Rufiyaa)**  **and**  2) lines of credit amounting to **MVR 20 Million (Twenty 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 & FIN-6 |

#### 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 within 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** – 5 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 2.4.2 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 |

\*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 – 2(a) & 2(b) |

#### 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) |
| **Construction Supervision Team** | | | | |
| 2 | 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 |
| 3 | 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)

#### 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)

## Bidding Forms

1. Letter of Bid 35

2. Bid Security 37

3. Bid – Securing Declaration 39

4. Contractor’s Personnel 40

4.1 Form PER – 1: Proposed Personnel 40

4.2 Form PER – 2: Resume of Proposed Personnel 41

5. Contractor’s Equipment 42

6. Site Organization 43

7. Method Statement 44

8. Mobilization Schedule 45

9. Construction Schedule 46

10. Resource Allocation Plan 47

11. Bidders Qualification 48

11.1 Form ELI – 1: Bidder’s Information Sheet 48

11.2 Form ELI – 2: Joint Venture Information Sheet 49

11.3 Form LIT – 1: Pending Litigation and Arbitration 50

11.4 Form FIN – 1: Historical Financial Performance 51

11.5 Form FIN – 2: Average Annual Construction Turnover 52

11.6 Form FIN – 3: Availability of Financial Resources 53

11.7 Form FIN – 4: Financial Requirements for Current Contract Commitments 54

11.8 Form FIN–5: Compliance check of Financial Resources 55

(Criterion 2.3.3 of Section 3) 55

11.9 Form FIN - 5B: For Joint Ventures 56

11.10 Form FIN-6: Line of Credit Letter 57

11.11 Form EXP – 1: General Experience 58

11.12 Form EXP – 2 (a): Specific Experience 59

11.13 Form EXP –2(b): Specific Experience in Key Activities (Deleted) 60

11.14 Form EXP - 3(a) Proposed Subcontractors for Major Items of Plant and Services 61

11.15 Form EXP –3(b): Subcontractors 62

12. Sample Forms 63

12.1 Joint Venture Agreement 63

12.2 Proposed Repayment Plan 64

### **Letter of Bid**

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

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

Bidder’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 Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8;
2. We offer to execute in conformity with the Bidding Documents of the following Works:

**TES/2020/W-082 – Construction of Water Supply Facilities in Adh. Omadhoo under Deferred Payment Basis**.

The total lump-sum fixed price of our Bid, excluding Goods and Services Tax (GST) in item (d) and excluding any discounts offered in item (e) below is: …………………………………………………………….;*[amount in numbers & words]*

1. The amount for Goods and Services Tax (GST) is …………………………………………. *[amount in numbers & words]*
2. The discounts offered and the methodology for their application are: ………………………………;
3. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible and to complete the whole of the Works comprised in the Contract within …………………….. *(days).*
4. Our Bid shall be valid for a period of \_\_\_\_\_\_\_\_ {insert validity period as specified in ITB 18.1.] days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
5. If price adjustment provisions apply, the Table(s) of Adjustment Data shall be considered part of this Tender;[[1]](#footnote-1)
6. If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
7. Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;
8. We, including any subcontractors or suppliers for any part of the contract, are eligible in accordance with ITB Sub-Clause 4.2 and do not have any conflict of interest in accordance with ITB 4.4;
9. We are not participating, as a Bidder or as a subcontractor, in more than one Bid in this Bidding process in accordance with ITB 4.4 (e), other than alternative offers submitted in accordance with ITB 13;
10. 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;
11. We are not a government owned entity/We are a government owned entity but meet the requirements of ITT 4.6;[[2]](#footnote-2)
12. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:**[[3]](#footnote-3)**

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

1. We understand that this Bid, 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 Bid or any other Bid 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 Bid for and on behalf of | ……………..…………….{insert complete name of Bidder and Company stamp} |
| Date: | ……... day of ……….…………….. …………. {DD/MM/YY} |

### **Bid Security**

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.]*

### **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 2.7 (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** | |
|  |  | |
|  |  | |
|  |  | |

### **Site Organization**

The bidder shall provide general site organization arrangements under this chapter which the bidder intends to adopt for the execution of the works. The bidders should demonstrate their worksite personnel arrangement adequacy for satisfactory execution of the various works at site in conformity with the tender documents.

### **Method Statement**

The bidder shall provide general description of the method statement which the bidder intends to adopt for the execution of the works. The bidder’s methodology statement should demonstrate their adequacy for satisfactory execution of the various work components at site in conformity with the tender documents.

The method statement should comprise of the following contents.

Contents

1. *Gravity Sewer network pipe laying and testing*
2. *Construction of Sewage Pumping Stations*
3. *Construction of Sewage Treatment Plant*
4. *Construction of Sea outfall*
5. *Water distribution network pipe laying and pressure testing*
6. *Supply and Installation of RO plants and rainwater treatment plants.*
7. *Testing, Commissioning and Trial Operation of the facilities for 03 months.*
8. *Documentations upon handover*
9. *Arrangements to be undertaken during defects liability period*

### **Mobilization Schedule**

Under this chapter the bidder shall in a Microsoft Project format provide mobilization schedule of the key personnel’s which can demonstrate its adequacy to meet the work requirements in conformity with the tender documents.

The bidder shall provide information and/or schedule showing the order in which the bidder intends to carry out the works including the anticipated timing of each stage of the performance of the Contract including but not limited to:

1. Mobilization of the Contractor’s Plant and Equipment;
2. Details relating to the sources of the key materials, estimated transportation distances for the materials;
3. Other information as the bidder deems relevant or appropriate.

### **Construction Schedule**

Under this chapter the bidder shall in a Microsoft Project format provide the schedule of construction activities and procurement of materials, mobilization of equipment’s etc. to demonstrate its adequacy to meet the work requirements and completion dates in conformity with the tender documents.

The bidder shall provide information and/or schedule showing the order in which the bidder intends to carry out the construction activities and procurement including the anticipated timing for each stage of the Contract including but not limited to:

1. Execution of each key construction activity and estimated timing for commencement and completion;
2. Details relating to the sources of the key materials, estimated transportation duration for materials;
3. Other information as the Tenderer deems relevant or appropriate.

### **Resource Allocation Plan**

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 2.7 & 2.8 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)** |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |

### Bidders Qualification

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* 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 4.1.* 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 and 4.2* 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 3 (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 3 (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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Information from Balance Sheet**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Financial Data for Previous 3 Years *[USD Equivalent]*** | | |
| FY 2016-17 | FY 2017-18 | FY 2018-19 |
| 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 THREE (3) YEARS** | | | |
| **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** | |  |

\* *Proof of Credit Line should be submitted in the form FIN-6.*

#### 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 3)

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 FIN-6: Line of Credit Letter

*[letterhead of the Bank/Financing Institution/Supplier]*

*[date]*

**To:***[Name and address of the Contractor]*

Dear,

You have requested {name of the bank/financing institution/supplier issuing the letter) to establish a line of credit for the purpose of executing {insert Name and identification of Project}.

We hereby undertake to establish a line of credit for the aforementioned purpose, in the amount of {insert amount}, effective upon receipt of evidence that you have been selected as successful bidder.

This line of credit will be valid through the duration of the contract awarded to you.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

#### 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.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Water Supply and/or Sewerage Contracts** | | | | |
| 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 |  | |  | |
| **Brief Description of works executed** | | | | |
|  | | | | |

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

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 3 (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 | USD | | | |
| 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 3 (Evaluation and Qualification)** | | | | |
|  | | | | |

### 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)

#### Proposed Repayment Plan

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Construction of Water Supply and /or Sewerage Facilities in ---, under Deferred Payment Basis** | | | | | | | | | | | | | | |
| **Repayment Plan** | | | | | | | | | | | | | | |
| **#** | **Name of The Project** | **Bidding Price** | **Year 1** | | | **Year 2** | | | **Year 3** | | | **Year 4** | | |
| **Q1** | **Q2** | **Q3** | **Q1** | **Q2** | **Q3** | **Q1** | **Q2** | **Q3** | **Q1** | **Q2** | **Q3** |
| 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 7 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 8 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 9 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 10 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 11 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 12 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 13 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 14 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 15 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Q = Quarter | |  |  |  |  |  |  |
| Note:   1. Grace Period is 18 months. 2. The Repayment period shall start at the end of the grace period. In case the practical completion of the project exceeds the grace period, repayment period shall start at the end of practical completion of the project. 3. Repayment shall be equally distributed, quarterly, throughout the repayment period. | | | | | | | | | | | | | | |

## 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.

# Works Requirements

## Scope of Works

### Water Supply Facilities

#### **Boreholes**

Construction/Installation of boreholes & associated works as per the detailed drawings and specifications.

#### Reverse Osmosis Plants

Supply and Installation of Reverse Osmosis Plants with all pre filters, RO membrane, Higher pressure pumps, dosing systems, valves, piping, control and monitoring systems and all other ancillaries as per detailed drawings & Specifications, including CIP system & Degasification unit and associated works.

#### Rainwater Collection System

Construction/Supply & Installation of rainwater collection network, including downpipes, first flush mechanism and all the other ancillary works as per detailed drawings and specifications

#### Rainwater Treatment:

Supply and installation of Ultra-filtration plant with all pre-filters, pumps and ancillary works as detailed drawings and specifications.

#### Storage Tanks

Supply and installation of storage tanks for permeate, rainwater, feedwater/brine, including foundation, piping works, connections and all other ancillary works.

#### Distribution Network

Supply and installation of water distribution pipe network including all fittings, accessories and associated works, including customer connections.

#### Facility Building/Admin Building

Construction of Facility building/Admin Building as per detailed drawings.

#### Solar Component

Supply and installation of Solar PV modules on the roof of facility building and parking shed, as per detailed drawings and specifications.

#### Supply of Water Quality Testing Laboratory Equipment

Supply and delivery of Water quality testing equipment as per the list provided in the specifications.

#### Testing & Commissioning

Testing and commissioning of the facilities including trial run, for a period of three (03) months.

## Specifications

## Drawings

## Bill of Quantities (BOQ)

### PREAMBLE TO BILL OF QUANTITIES

#### Complementary Documents

The attention of the Contractor is explicitly directed to the Conditions of Contract, Technical Specifications, Scope and Description of Works and Tender Drawings that are to be read in conjunction with the Bills of Quantities and its Preamble.

The Bidder shall neither insert additional items in to the Bill of Quantities nor made any alterations to the item descriptions and quantities described in it. The modification of BOQ, in any form by the bidder, will result in immediate rejection of the bid.

#### Method of Measurement

* The Contract is a lump sum contract, hence the quantities shown in the BOQ will not be re-measured.
* Quantities shown in the Bill of Quantities have been prepared in accordance with the principles of Measurement. Unless otherwise stated, all works have been measured net. No allowance has been made for waste, working space, bulking, shrinkage, laps and the like.
* All the Quantities shown in the BOQ are indicative and does not necessarily give the exact quantity shown in the drawings. The Contractor, during the bidding phase, shall check the quantities for any discrepancies and shall enter the discrepancies under the bills of additions and omissions.
* Payment shall be affected only for those materials that are incorporated in the Permanent Works and taken over the stocks as stipulated in the specifications to the approval of the Engineer. Any surplus materials delivered to the site shall become the property of the Contractor unless otherwise directed by the Engineer and the Contractor shall reimburse any money that was paid by the Employer on account of such materials.

#### Descriptions

#### 

The descriptions provided in the Bill of Quantities are intended to describe the works for each item but does not necessarily give the whole description. The Contractor shall examine all contract documents including the Specifications and the Drawings for complete description and information in regards to BOQ items. Thus, no claim or variation will be considered on account of the Contractor’s failure to acquaint himself with such information.

#### Extent of Works

#### 

Notwithstanding any limits that may be implied by the wording of the individual items and /or explanation provided in this preamble, it is to be clearly understood by the contractor that the rates and sums that are entered in the Bills of Quantities shall be for the work finished complete in every respect. The bidder shall be deemed to have taken full account of all requirements and obligations whether expressed or implied, covered by all parts of this Contract and to have priced the items herein accordingly. The rates and sum shall therefore be included for all incidental and contingent expenses and risks of every kind necessary to construct, complete and maintain the whole of works in accordance with the Contract. Full allowance shall be made in the rates and/or sums inter-alias that are referred to and/or specified herein.

1. Cost of all plant & materials, including shipping, custom duties & taxes, packing, protection, storage, insurance, cost of unloading at port, transport to site, offloading, stacking and storage.
2. Site investigations that may be necessary for proper and complete execution
3. all setting out and survey works
4. provision of temporary services such as water supply, electricity, fencing, watching, lighting; etc.
5. paying fees and giving notice to authorities, public etc.
6. payment of all patent rights and royalties
7. reinstatement of the site on completion of works to the satisfaction of the Engineer
8. safety precautions and all measures to prevent and suppress fire and other hazards during implementation
9. interference to the works by persons, vehicles, vessels and the like using the existing land and water facilities
10. works in connection with the protection and safety of adjacent structures
11. supplying, maintaining and removing on completion contractor’s own temporary installations such as accommodation, offices, stores, workshops, transport, welfare services and all charge in connection therewith unless otherwise directed by the Engineer
12. working in dry conditions including dewatering if required except where otherwise permitted by the specification
13. maintaining public roads and footpaths, and maintaining access upon existing roads or recognized routes
14. supply, inspection, sampling and testing of materials and of the Works under construction including the provision and use of equipment.
15. except where separate items are provided for bringing plant to the site and removing on completion, for providing transporting to site, setting to work operating (including all fuel and consumable stores), maintaining and removing from the site upon completion all construction plant and equipment necessary for the execution of the work including the cost of all tests and other requirements in respect to such plant and equipment
16. recruitment, bringing to and repatriate from the site, accommodating and feeding and all other incidental costs and expenses involved in the provision of all necessary skilled and unskilled labor and supervision
17. supporting faces of excavation temporary or permanent shoring, shuttering and scaffolding etc.
18. cost of preparation of working drawings/ Shop drawings and related data for materials, pipe work and equipment
19. all ancillary parts, minor fittings, bolts, nuts, gaskets, washers, fixing, etc., joining materials, protective coatings and sleevings and other relevant items not specifically listed but necessary for proper installation of the materials, pipe works and equipment

No claim shall be considered for further payment in respect of any work or method of execution, which may be described in the Contract or is inherent in the construction of the work and detailed in the drawings on account of:

1. items that have been omitted from the Bill of Quantities, but depicted on the drawings
2. any omission from the wording of the items or from a clause in the Preamble or
3. no mention of such work or method of execution having been in the Preamble

The contractor shall be deemed to have taken into account all of the following in his tender prices and his construction programme.

1. all recognized holidays, festivals, religious and other local customs
2. any stoppage of work or delays due to adverse weather conditions

#### Rates & Prices

* The rates and sums entered by the contractor against all items in the Bill of Quantities shall bear a proper relationship to the cost of carrying out the work described in the Contract. All on costs and similar charges that are applicable to the Contract as a whole shall be spread over all items in the Bill of Quantities whilst those that are applicable only to particular sections of the Contract shall only to be spread over the relevant items in that particular section.
* The Contractor should price all items in the BOQ. Items against which no rates or sum is entered by the contractor whether quantities are stated or not shall not be paid for when executed, but will be regarded as covered by other rates in the Bill of Quantities.
* The prices shall be inclusive of all taxes, duties, levies and charges payable in the Employers Country.

#### Provisional Items

* Provisional sum items in general shall be dealt with as provided for in the Conditions of Contract. Provisional Sums are represented by the words ‘Provisional Sum (PS)’ entered under the description. The Works identified as provisional sums shall be carried out by the contractor only with a written instruction from the Engineer.
* Payment for the provisional items will be affected on the basis of actual net quantities. In the event of not utilizing the provisional sums either wholly or in part shall as to the amount not used, be deducted from the Contract Price.

# Conditions of Contract & contract forms

## General Conditions of Contract (GCC)

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.

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.

## Particular Conditions (PC)

The following Particular Conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

### Contract Data

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Conditions** | | **Sub - Clause** | **Data** | |
| Employer’s name and address | | 1.1.2.2 & 1.3 | Ministry of National Planning, Housing and Infrastructure,  Ameenee Magu, Male’  Republic of Maldives | |
| Contractor’s name and address | | 1.1.2.3 & 1.3 |  | |
| Engineer’s name and address | | 1.1.2.4 & 1.3 | Ministry of National Planning, Housing and Infrastructure,  Ameenee Magu, Male’  Republic of Maldives | |
| Time for Completion of the Works | | 1.1.3.3 | 450 Days (Including 03 months Trial Operation) | |
| Defects Notification Period | | 1.1.3.7 | 365 days | |
| Electronic transmission systems | | 1.3 | Electronic Mail | |
| Governing Law | | 1.4 | Laws of the Republic of Maldives | |
| Ruling language | | 1.4 | English | |
| Language for communications | | 1.4 | English / Dhivehi | |
| Time for access to the Site | | 2.1 | 14 days after the date of contract signing | |
| Amount of Performance Security | | 4.2 | 10% of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable. | |
| Normal working hours | | 6.5 | As suited for Works on site | |
| Delay damages for the Works | | 8.7 & 14.15(b) | 0.25% of the final Contract Price per day, in the currencies and proportions in which the Contract Price is payable. | |
| Maximum amount of delay damages | | 8.7 | 15% of the final Contract Price | |
| Adjustment for changes in cost | | 13.8 | Not Applicable | |
| Total advance payment | | 14.2 | Not Applicable | |
| Number and timing of installments | | 14.2 | Not Applicable | |
| Currencies and proportions | | 14.2 | 100% in Maldivian Rufiyaa | |
| Start repayment of advance payment | | 14.2 (a) | Not Applicable | |
| Repayment amortization of advance payment | | 14.2 (b) | Note Applicable | |
| Percentage of retention | | 14.3 | Not Applicable | |
| Limit of Retention Money | | 14.3 | Not Applicable | |
| Plant and Materials intended for the Works | | 14.5 | Not Applicable | |
| Delayed Payments | | 14.8 | Not applicable | |
| Currency of Payment | | 14.15 | Maldivian Rufiyaa | |
| Periods for submission of insurance:   1. Evidence of insurance 2. Relevant policies | | 18.1  18.1 | 14 days  14 days | |
| Maximum amount of deductibles for insurance of the Employer’s risks | | 18.2(d) | Nil | |
| Maximum amount of third party insurance | | 18.3 | MRf 1 Million | |
| The Dispute Adjudication Board shall be | | 20.2 | A DAB of three Members | |
| Appointment (if not agreed) to be made by | | 20.3 | Ministry of Finance | |
| Definitions of Sections: | | | | |
| Description  (Sub-Clause 1.1.5.6) | Value: percentage\* of  Accepted Contract Amount | | Time for Completion  (Sub-Clause 1.1.3.3) | Delay Damages  (Sub-Clause 8.7) |
| * These percentages shall also be applied to each half of the Retention Money under Sub-Clause 14.9 | | | | |

### Specific Provisions

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*** |  |  |
| ***Employer’s Representative*** | 1.1.2.11 | **Insert Additional definition to 1.1.2 as defined**  “The Employer’s Representative” includes the representative of the Employer appointed by the Island Council referred to in sub-clause 2.6 |
| ***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. |
| ***Details to be Confidential*** | 1.15 | 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*** |  |  |
| ***Employer’s Representative*** | 2.6 | Insert this additional sub-clause 2.6 after sub-clause 2.5  The Employer’s Representative shall:   * Monitor the works on site daily and prepare daily sheets for the work progress * Hold monthly site meetings with the project team * Inform the employer of any issue to be rectified or requiring immediate attention |
| ***Clause 3*** |  |  |
| ***Engineer’s Duties and Authority*** | 3.1 | Insert this at the end Sub-Clause 3.1 as (d):  “The Engineer shall obtain the specific approval of the Employer before ordering any works involving delay or any extra payment by the Employer or to make variation of or in the Works or Contract.” |
| ***Management Meetings*** | 3.6 | Insert this new Sub-Clause 3.6 at the end of Clause 3:  “The Engineer shall invite the Contractor and other relevant parties to the first Management Meeting where he shall decide upon intervals between future Management Meetings.  The purpose of these Management Meetings is to coordinate the Works with the Contractor, (and other parties if deemed necessary) to record progress in relation to agreed program, and to reach and verify agreements.  Minutes of each Management Meeting will be prepared by the Engineer and circulated to all parties attending the Management Meeting, prior to the next meeting, Agreements reached at the particular Management Meeting if duly recorded and confirmed at the next meeting will be considered accepted by all parties. Where such agreements require to be confirmed by Instructions from the Engineer in compliance with the Contract, the Engineer shall forthwith issue such Instructions.  Agreement reached at meetings shall not be means to override the requirements to follow stipulated procedure and to submit the required quality assurance documents, method statements, shop drawings etc. |
| ***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 by a bank located in the Country 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 | Prior consent shall not be required if the value of the subcontract is less than 30% of the Accepted Contract Amount. |
| ***Protection of the Environment*** | 4.18 | *Add sub paragraph as follows;*  Contractor must comply with Environment Protection and Preservation Act 1993, and prepare any documents deemed necessary by the Environment Impact Assessment Regulations 2012, and receive consent to the document from the Environment Protection Agency before executing contractual Works and temporary works under this Contract. The cost of any Environmental Monitoring and Mitigation measure according to the approved EIA Report and Decision Statement during construction if required shall be borne by the Contractor. |
| ***Clause 6*** |  |  |
| ***Employment of Staff and Labour*** | 6.1 | *Add to this Sub-Clause:*  The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualification and experience from sources within the Country of Works. |
| ***Foreign staff and Labour*** | 6.12 | *Add after Clause 6.11*  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 |
| ***Measures against Insect and Pest Nuisance*** | 6.13 | *Add after Clause 6.12*  The Contractor shall at all times take the necessary precautions to protect all staff and labour employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall provide suitable prophylactics for the Contractor’s Personnel and shall comply with all the regulations of the local health authorities, including use of appropriate insecticide. |
| ***Alcoholic Liquor or Drugs*** | 6.14 | *Add after Clause 6.13*  The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal by Contractor’s Personnel. |
| ***Arms and Ammunition*** | 6.15 | *Add after Clause 6.14*  The Contractor shall not give, barter of otherwise dispose of to any persons, any arms or ammunition of any kind, or allow Contractor’s Personnel to do so. |
| ***Festivals and Religious Customs*** | 6.16 | *Add after Clause 6.15*  The Contractor shall respect the Country’s recognized festivals, days of rest and religious or other customs. |
| ***Clause 8*** |  |  |
| ***Commencement of work*** | 8.1 | “The Commencement date shall be within 30 days after the contractor receives the Letter of Acceptance. |
| ***Clause 12*** |  | Not applicable |
| ***Clause 13*** |  |  |
| ***Right to Vary*** | 13.1 | *Delete sub-paragraphs (b), (c) and (f) of Sub-clause 13.1* |
| ***Variation Procedure*** | 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.  For each item of work forming part (or all) of a variation, the appropriate rate or price for the item shall be the rate or price specified for such item in the Bill of Quantities (BOQ) or, if there is no such item, the rate or price specified for similar work. However, a new rate or price shall be appropriate for an item of work if no rate or price for this item is specified in the Bill of Quantities and no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the contract. |
| ***Adjustments for Changes in Cost*** | 13.8 | *Not applicable* |
| ***Clause 14*** |  |  |
| ***The Contract Price*** | 14.1 | *Delete sub-paragraph (a) 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;   *Delete sub-paragraph (c) and (d) of Sub-Clause 14.1*  *Add the following after sub-paragraph (b)*   1. if any part of the Works is to be paid according to works completed, Engineer shall use the rate specified in the Bill of Quantities. |
| ***Schedule of Payments*** | 14.4 | |  |  |  |  |  | | --- | --- | --- | --- | --- | |  | **2022** | **2023** | **2024** | **2025** | | **Quarter 1** |  |  |  |  | | **Quarter 2** |  |  |  |  | | **Quarter 3** |  |  |  |  | | **Quarter 4** |  |  |  |  | |
| ***Payment*** | 14.7 | *This Sub-Clause is amended to read as under:*  The Employer shall pay to the Contractor.   1. The amounts stated in the Schedule of Payments subject to sub-clause 14.4 (c). The payment will be made at the end of each Quarter, within a period of 56 days. 2. This Payment Schedule maybe amended through mutual agreement of both Parties and shall be deemed to form part of this Agreement until such time that all dues under the Contract has been settled by the Employer. 3. The duration of the Contract shall be as stated in the Appendix to Tender. 4. In case of termination under Clause 15.2 [Termination by Employer] and termination under Clause 15.5 [Employer’s Entitlement to Termination] any payment after termination due to the Contractor for Works executed, shall be paid under Clause 15.4 in accordance with a Payment Schedule to be agreed by the Employer and Contractor. 5. In case of termination under Clause 16.2 [Termination by Contractor] any payment after termination under Clause 16.4 and Clause 19.6 [Optional Termination, Payment and Release] will be paid in accordance with a Payment Schedule to be agreed by the Employer and Contractor. |
| ***Clause 18*** |  |  |
| ***General Requirements for Insurances*** | 18.1 | *Add the following at the end of Sub-Clause 18.1:*  Acceptable to the Employer. |
| ***Clause 20*** |  |  |
| ***Contractor’s Claims*** | 20.1 | The number days referred to in the Clause is amended as follows:  1st Paragraph: 28 days amended to 14 days  2nd Paragraph: 28 days amended to 14 days  5th Paragraph: 42 days amended to 21 days  6th Paragraph: 42 days amended to 21 days |
| ***Obtaining Dispute Board Decision*** | 20.4 | The last sentence of the 1st Paragraph is amended as follows:  Such reference shall be made within 14 days on the establishment of a dispute by either Party and shall state that it is given under this Sub-Clause.  The number days referred to in the Clause is amended as follows:  4th Paragraph: 84 days amended to 28 days  5th Paragraph: 84 days amended to 28 days. 28 days amended to 14 days  7th Paragraph: 28 days amended to 14 days |

## Contract Forms

#### Letter of Acceptance

*[letterhead paper of the Employer]*

*[date]*

**To:***[Name and address of the Contractor]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form*s* included in Section XII, Contract Forms, of the Bidding Documents

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

#### Contract Agreement

THIS AGREEMENT made the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, between [*insert name and address of Employer*]of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “the Employer”), of the one part, and [ *insert name and address of Contractor*] of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

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

1. The Letter of Acceptance
2. The Letter of Bid
3. the addenda Nos \_\_\_\_\_\_\_\_(if any)
4. Particular Conditions
5. General Conditions;
6. Specifications
7. Drawings*;* and
8. Bill of Quantities

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

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for the Employer)

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for the Contractor)

#### Performance Security

**(Option 1: Bank Guarantee)**

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

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

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

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Guarantor:** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Contract").

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_   
(),[[4]](#footnote-4)1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2… [[5]](#footnote-5)2, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
*[signature(s)]*

**Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.**

**Option 2: Performance Bond**

By this Bond\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Principal (hereinafter called “the Contractor”) and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] as Surety (hereinafter called “the Surety”), are held and firmly bound unto\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] as Obligee (hereinafter called “the Employer”) in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the day of , 20 , for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments thereto, which 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 the Contractor shall be, and declared by the 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 from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive 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 Price; 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 Price,” 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 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 expiration of one year from the date of the issuing of the Taking-Over 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, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day of 20 .

SIGNED ON on behalf of

By in the capacity of

In the presence of

SIGNED ON on behalf of

By in the capacity of

In the presence of

#### Advance Payment Security

**Demand Guarantee**

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

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

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

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Guarantor:** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the Applicant”) has entered into Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_\_\_\_\_\_\_ ()is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_   
()*[[6]](#footnote-6)1* upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

* + 1. has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
    2. has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number \_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_..

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the \_\_\_ day of \_\_\_\_\_, 2\_\_\_,[[7]](#footnote-7)2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date..

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
*[signature(s)]*

**Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.**

#### Retention Money Security

**Demand Guarantee**

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Insert name and Address of* Employer*]*

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[Insert date of issue]*

**RETENTION MONEY GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert reference number of the contract]*dated \_\_\_\_\_\_\_\_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert name of contract and brief description of* Works*]*(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract (“the Retention Money”), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of *[insert the second half of the Retention Moneyor if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money,thedifference between half of the Retention Money and the amount guaranteed under the Performance Security]* is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ *[insert amount in figures]*()*[amount in words][[8]](#footnote-8)1* upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number \_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert name and address of Applicant’s bank]*.

This guarantee shall expire no later than the …. day of ……, 2… [[9]](#footnote-9)2, and any demand for payment under it must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
*[signature(s)]*

**Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.**

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)
4. *1 The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.* [↑](#footnote-ref-4)
5. *2 Insert the date twenty-eight days after the expected completion dateas described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”* [↑](#footnote-ref-5)
6. 1 *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.* [↑](#footnote-ref-6)
7. 2 *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”* [↑](#footnote-ref-7)
8. 1 *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.* [↑](#footnote-ref-8)
9. *2 Insert the same expiry date as set forth in the performance security, representing the date twenty-eight days after the completion date described in GC Clause 11.9. The Employer should note that in the event of an extension of thisdatefor completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”* [↑](#footnote-ref-9)