#### Description: C:\Users\fathimath.shahuza.MHE\Desktop\Untitled-1.gif

#### Republic of Maldives

#### National Tender

#### Ministry of Finance and Treasury

(Single Stage Dual Envelope)

Bidding Document for Procurement of

**Provision of Rainwater harvesting Systems in 10 Islands (Ha.Filladhoo, Ha.Maarandhoo, Ha.Muraidhoo, Ha.Uligan, Ha.Utheem, Ha.Molhadhoo, HDh.Finey, HDh.Hirimaradhoo, HDh.Kurinbee and HDh.Neykurandhoo)**

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

Issued on: March 2018

TES/2018/W-022

Table of Contents

[PART 1 1](#_Toc490919570)

[Bidding Procedures 1](#_Toc490919571)

[Section I. Instructions to Bidders 2](#_Toc490919572)

[Section II. Bid Data Sheet 27](#_Toc490919573)

[Section III. Evaluation and Qualification Criteria (Without Prequalification) 31](#_Toc490919574)

[Section IV. Bidding Forms 44](#_Toc490919575)

[Section V. Eligible Countries 81](#_Toc490919576)

[Section VI. Fund Policy - Corrupt and Fraudulent Practices 83](#_Toc490919577)

[PART 2 85](#_Toc490919578)

[Works Requirements 85](#_Toc490919579)

[Section VII. Works Requirements 87](#_Toc490919580)

[PART 3 412](#_Toc490919581)

[Conditions of Contract and Contract Forms 412](#_Toc490919582)

[Section IX. 510](#_Toc490919583)

[Particular Conditions (PC) 510](#_Toc490919584)

[Section X. Annex to the Particular Conditions - Contract Forms 515](#_Toc490919585)

PART 1

Bidding Procedures

|  |
| --- |
| Section I. Instructions to Bidders |

Table of Clauses

[A. General 4](#_Toc404245770)

[1. Scope of Bid 4](#_Toc404245771)

[2. Source of Funds 4](#_Toc404245772)

[3. Corrupt and FraudulentPractices 4](#_Toc404245773)

[4. Eligible Bidders 5](#_Toc404245774)

[5. Eligible Materials, Equipment, and Services 7](#_Toc404245775)

[B. Contents of Bidding Documents 7](#_Toc404245776)

[6. Sections of Bidding Documents 7](#_Toc404245777)

[7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting 8](#_Toc404245778)

[8. Amendment of Bidding Documents 9](#_Toc404245779)

[C. Preparation of Bids 10](#_Toc404245780)

[9. Cost of Bidding 10](#_Toc404245781)

[10. Language of Bid 10](#_Toc404245782)

[11. Documents Comprising the Bid 10](#_Toc404245783)

[12. Letter of Bid and Schedules 11](#_Toc404245784)

[13. Alternative Bids 11](#_Toc404245785)

[14. Bid Prices and Discounts 12](#_Toc404245786)

[15. Currencies of Bid and Payment 13](#_Toc404245787)

[16. Documents Comprising the Technical Proposal 13](#_Toc404245788)

[17. Documents Establishing the Qualifications of the Bidder 13](#_Toc404245789)

[18. Period of Validity of Bids 14](#_Toc404245790)

[19. Bid Security 14](#_Toc404245791)

[20. Format and Signing of Bid 16](#_Toc404245792)

[D. Submission and Opening of Bids 17](#_Toc404245793)

[21. Sealing and Marking of Bids 17](#_Toc404245794)

[22. Deadline for Submission of Bids 17](#_Toc404245795)

[23. Late Bids 17](#_Toc404245796)

[24. Withdrawal, Substitution, and Modification of Bids 17](#_Toc404245797)

[25. Bid Opening 18](#_Toc404245798)

[E. Evaluation and Comparison of Bids 19](#_Toc404245799)

[26. Confidentiality 19](#_Toc404245800)

[27. Clarification of Bids 20](#_Toc404245801)

[28. Deviations, Reservations, and Omissions 20](#_Toc404245802)

[29. Determination of Responsiveness 20](#_Toc404245803)

[30. Nonmaterial Nonconformities 21](#_Toc404245804)

[31. Correction of Arithmetical Errors 21](#_Toc404245805)

[32. Conversion to Single Currency 22](#_Toc404245806)

[33. Margin of Preference 22](#_Toc404245807)

[34. Subcontractors 22](#_Toc404245808)

[35. Evaluation of Bids 23](#_Toc404245809)

[36. Comparison of Bids 24](#_Toc404245810)

[37. Qualification of the Bidder 24](#_Toc404245811)

[38. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids 24](#_Toc404245812)

[F. Award of Contract 24](#_Toc404245813)

[39. Award Criteria 24](#_Toc404245814)

[40. Notification of Award 25](#_Toc404245815)

[41. Signing of Contract 25](#_Toc404245816)

[42. Performance Security 26](#_Toc404245817)

|  |  |
| --- | --- |
| **Section I. Instructions to Bidders** | |
|  | A. General |
| Scope of Tender | 1.1 The Employer, as indicated in the BDS, issues this Tender Document for the procurement of the Works as specified in Section VI (Employer’s Requirements). The name, identification, and number of contracts (lots) of this tendering are provided in the BDS. |
|  | 1.2 Throughout these Bidding Documents:   * + 1. the term “in writing” means communicated in written form and delivered against receipt;     2. except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and     3. “day” means calendar day. |
| Source of Funds | 2.1 The Beneficiary or Recipient (hereinafter called “Beneficiary”) specified in the BDS has received financing (hereinafter called “funds”) from Green Climate Fund (hereinafter called “GCF”) towards the cost of the project **specified in the BDS**. The Beneficiary intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued. |
|  | 2.2 Payments by GCF will be made only at the request of the Beneficiary and upon approval by GCF in accordance with the terms and conditions of the financing agreement between the Beneficiary and GCF (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Beneficiary shall derive any rights from the financingAgreement or have any claim to the proceeds of the financing (or other financing). |
| Corrupt and FraudulentPractices | 3.1 The Fund requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.  3.2 In further pursuance of this policy, Bidders shall permit and causeits agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof,to permit the Fund to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Fund. |
| Eligible Bidders | 4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB Sub Clause 4.5 |
|  | 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:   * + 1. directly or indirectly controls, is controlled by or is under common control with another Bidder; or     2. receives or has received any direct or indirect subsidy from another Bidder; or     3. has the same legal representative as another Bidder; or     4. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or     5. 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 such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or     6. or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or     7. or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Beneficiary as Engineer for the Contract implementation;     8. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or     9. has a close business or family relationship with a professional staff of the Beneficiary (or of the project implementing agency, or of a recipient of a part of the financing) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Fund throughout the procurement process and execution of the contract. |
|  | 4.3 A Bidder shall have the nationality of any country, subject to the restrictions pursuant to ITB 4.7 and in accordance with Section V. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services. |
|  | 4.4 A firm that is under a declaration of ineligibility by GCF in accordance with ITB Clause 3, at the date of the deadline for bid submission or thereafter, shall be disqualified. |
|  | 4.5 Bidders that are Government-owned enterprises or institutions in the Employer’s Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Fund’s satisfaction, through all relevant documents, including its Charter and other information the Fund may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.  4.6 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid–Securing Declaration.  4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Beneficiary’s country prohibits commercial relations with that country, provided that the Fund is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by the Boycott Regulations of GCF, the Beneficiary’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.  4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request. |
| Eligible Materials, Equipment, and Services | 5.1 All Material Equipment and services to be supplied under the Contract and financed by GCF shall have clearly stated country of origin..  5.2 For purposes of ITB 5.1 above, “origin” means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.. |
|  | B. Contents of Bidding Documents |
| Sections of Bidding Documents | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.  **PART 1 Bidding Procedures**   * Section I. Instructions to Bidders (ITB) * Section II. Bid Data Sheet (BDS) * Section III. Evaluation and Qualification Criteria * Section IV. Bidding Forms * Section V. Eligible Countries * Section VI. Fund Policy-Corrupt and Fraudulent Practices   **PART 2 Works Requirements**   * Section VII. Works Requirements   **PART 3 Conditions of Contract and Contract Forms**   * Section VIII. General Conditions (GC) * Section IX. Particular Conditions (PC) * Section X. Annex to the Particular Conditions - Contract Forms |
|  | 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents. |
|  | 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly by the Employer shall prevail. |
|  | 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 Documents, Site Visit, Pre-Bid Meeting | 7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer’s address specified in the BDS or raise its enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than the date stipulated as clarification deadline in the BDS. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2. |
|  | 7.2 The Bidder is advised to visit and examine the Site of Works 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 construction of the Works. 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 If so specified in the BDS, the Bidder’s designated representative is invited to attend a pre-bid meeting. 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 to submit any questions in writing, to reach the Employer not later than one week before the meeting. |
|  | 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, 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 Documents in accordance with ITB 6.3. Any modification to the Bidding Documents 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. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. |
| Amendment of Bidding Documents | 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addendum. |
|  | 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer in accordance with ITB 6.3.The Employer shall also promptly publish the addendum on the Employer’s web page in accordance with ITB 7.1. |
|  | 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer should extend the deadline for the submission of bids, pursuant to ITB 22.2 |
|  | C. Preparation of Bids |
| Cost of Bidding | 9.1 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 | 10.1 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 language specified in the BDS. 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 in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| Documents Comprising the Bid | 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.  11.2 **The Bid shall comprise the following:**  The **Technical Bid** shall comprise the following:   1. Letter of Technical Bid; 2. Completed Schedules, in accordance with ITB 12; 3. Bid Security or Bid-Securing Declaration, in accordance with ITB 19. 4. Alternative Technical Bids, at Bidder’s option and if permissible, in accordance with ITB 13; 5. Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2; 6. Documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the Contract; 7. Technical Proposal in accordance with ITB 16; 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 Works to be executed by the respective partners; and 9. Any other document required in the BDS.   11.3 The **Price Bid** shall comprise the following:  (a) Letter of Price Bid;  (b) completed Bill of Quantities, Price Schedules, in accordance with ITB 12 and ITB 14, or as stipulated in the BDS;  (c) alternative price Bids, at Bidder’s option and if permissible, in accordance with ITB 13;  (d) Any other document required in the BDS.  11.4 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement. (Not Applicable) |
| Letter of Bid and Schedules | 12.1 The Letter of Technical Bid and Priced Bid, Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section 4 (Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. |
| Alternative Bids | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
|  | 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion. |
|  | 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer’s design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. |
|  | 13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the BDS, as will the method for their evaluating, and described in Section VII, Works Requirements. The method for the evaluation will be stipulated in Section III (Evaluation and Qualification Criteria). |
| Bid Prices and Discounts | 14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Bill of Quantities shall conform to the requirements specified below.  14.2 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 shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison. |
|  | 14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered. The method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria). |
|  | 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1. |
|  | 14.5 Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings. |
|  | 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts 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. Discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots (contracts) are opened at the same time. |
|  | 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. |
| Currencies of Bid and Payment | 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS*.*  15.2 Bidders may be required by the Employer to justify, to the Employer’s satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Bid are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders. |
| Documents Comprising the Technical Proposal | 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders’ proposal to meet the work requirements and the completion time. |
| Documents Establishing the Qualifications of the Bidder | 17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).  17.2 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 34 if margin of preference for domestic bidders is applicable in accordance with ITB 34. |
|  | 17.3 Any change in the structure or formation of a Bidder after being prequalified and invited to Bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in Section III, Qualification Criteria and Requirements; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids. |
| Period of Validity of Bids | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. |
|  | 18.2 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 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity 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 | 19.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security **as specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency specified in the BDS. |
|  | 19.2 If a Bid-Securing Declaration is required pursuant to ITB 19.1, it shall use the form included in Section IV (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if the Bid-Securing Declaration is executed. |
|  | 19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder’s option:  (a) an unconditional guarantee issued by a Fund or financial institution (such as an insurance, bonding or surety company);  (b) an irrevocable letter of credit;  (c) a cashier’s or certified check; or  (d) another security **specified in the BDS**,  from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Employer’s Country, the issuing financial institution shall have a correspondent financial institution located in the Employer’s Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2. |
|  | 19.4 If a bid security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive. |
|  | 19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s signing the Contract and furnishing the performance security pursuant to ITB 42. |
|  | 19.6 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. |
|  | 19.7 The bid security may be forfeited or the Bid-Securing Declaration executed:   * + 1. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or     2. if the successful Bidder fails to:  (i) sign the Contract in accordance with ITB 41; or(ii) furnish a performance security in accordance with ITB 42. |
|  | 19.8 The bid security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2*.*  19.9 If a bid security is not required in the BDS pursuant to ITB 19.1, and   * 1. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or   2. if the successful Bidder fails to signthe Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;   the Beneficiary may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as stated in the BDS. |
| Format and Signing of Bid | 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it “Original.” 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. |
|  | 20.2 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 where entries or amendments have been made shall be signed or initialed by the person signing the bid. |
|  | 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. (Not Applicable) |
|  | 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid. |
|  | D. Submission and Opening of Bids |
| Sealing and Marking of Bids | |  | | --- | | * 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:  1. Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNICAL BID”, “ORIGINAL - PRICE BID” and “COPY NO… - TECHNICAL BID” and “COPY NO…. - PRICE BID”, as appropriate. 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 23.2 to ITB 23.6. 2. Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS. | | * 1. The inner and outer envelopes shall      1. bear the name and address of the Bidder;      2. be addressed to the Purchaser in accordance with ITB 24.1; and      3. bear the specific identification of this bidding process indicated in the BDS. | | * 1. The outer envelopes and the inner envelopes containing the Technical Bids shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with ITB 27.1. | | * 1. The inner envelopes containing the Price Bids shall bear a warning not to open until advised by the Purchaser in accordance with ITB 27.2. | | * 1. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid. | | * 1. Alternative Bids, if permissible in accordance with ITB 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB 22 and ITB 23, with the inner envelopes marked in addition “ALTERNATIVE NO….” as appropriate | |
|  |  |
|  |  |
| Deadline for Submission of Bids | 22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS. |
|  | 22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents 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 | 23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. 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 | * 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 withdrawal notices do not require copies), and in addition, the respective inner and outer 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. |
|  | 24.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders. |
|  | 24.2 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 Technical Bid Submission Sheet or any extension thereof. |
| Bid Opening | 25.1 The Purchaser shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidder’s designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS. |
|  | 25.2 The Price Bids will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. If the Technical Bid and the Price Bid are submitted together in one envelope, the Purchaser may reject the Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation. |
|  | 25.3 First, envelopes marked “WITHDRAWAL” shall be opened, read out, and recorded, and the envelope containing 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 and recorded at bid opening. |
|  | 25.4 Next, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 27.2. 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.  25.5 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 27.2.  25.6 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded   * + 1. the name of the Bidder;     2. whether there is a modification or substitution;     3. the presence of a bid security or a Bid-Securing Declaration, if required; and     4. any other details as the Purchaser may consider appropriate.   Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Technical Bid Submission Sheet are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 25.1.  25.7 The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer; 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.  25.8 At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.  25.9 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.   * 1. The Purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders` representatives who choose to attend at the address, on the date, and time specified by the Purchaser. The Bidder’s representatives who are present shall be requested to sign a register evidencing their attendance   2. All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded      1. the name of the Bidder;      2. whether there is a modification or substitution;      3. the Bid Prices, including any discounts and alternative offers; and      4. any other details as the Purchaser may consider appropriate.   Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Price Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending bid the opening. No Bid shall be rejected at the opening of Price Bids.  25.12 The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. 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 on time, and posted online when electronic bidding is permitted. |
|  | E. Evaluation and Comparison of Bids |
| Confidentiality | 26.1 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 the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 40. |
|  | 26.2 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. |
|  | 26.3 Notwithstanding ITB 26.2, from the time of opening the Technical bids to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing. |
| Clarification of Bids | 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, given a reasonable time for a response. 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, including any voluntary increase or decrease, 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 31. |
|  | 27.2 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 | 28.1 During the evaluation of bids, the following definitions apply:   1. “Deviation” is a departure from the requirements specified in the Bidding Documents; 2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and 3. “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| Examination and Responsiveness of Technical Bid | 29.1 The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.4 have been provided, and to determine the completeness of each document submitted.  29.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected:   * + 1. Technical Bid Submission Sheet in accordance with ITB 12.1;     2. written confirmation of authorization to commit the Bidder;     3. bid security or Bid-Securing Declaration, if applicable; and   Manufacturer’s Authorization, if applicable.  29.3 The Employer’s determination of a Technical bid’s responsiveness is to be based on the contents of the technical bid itself, as defined in ITB11. |
|  | 29.4 A substantially responsive Technical bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,  (a) if accepted, would (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or(ii) limit in any substantial way, inconsistent with the Bidding Documents, 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 Technical bids. |
|  | 29.5 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VI, Works Requirements have been met without any material deviation, reservation or omission. |
|  | 29.6 If Technical bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. |
| 1. Nonconformities, Errors, and Omissions | 30.1 Provided that a Technical bid is substantially responsive, the Employer may waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission. |
|  | 30.2 Provided that a Technical 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 Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its bid. |
|  | 30.3 Provided that a Technical bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section 3 (Evaluation and Qualification Criteria).  30.4 If minor discrepancies are found such as in technical specification, description, feature which do not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences shall be included while evaluating the bid.  30.5 If the value of such non-conformities is found to be more than fifteen percent of the quoted amount of the bidder on account of minor discrepancies pursuant to ITB 30.4, such bid shall be considered ineffective in substance and shall not be involved in evaluation. |
| Qualification of the Bidder | 31.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).  31.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 19.  31.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder’s Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall return the unopened Price Bid to the Bidder. |
| Examination of Price Bids | 32.1 Following the opening of Price Bids, the Purchaser shall examine the Price Bids to confirm that all documents and financial documentation requested in ITB 11.3 have been provided, and to determine the completeness of each document submitted.  32.2 The Purchaser shall confirm that the following documents and information have been provided in the Price Bid. If any of these documents or information is missing, the offer shall be rejected:   1. Price Bid Submission Sheet in accordance with ITB 11.3; and 2. Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15. |
| Correction of Arithmetical Errors | 33.1 Provided that the bid is substantially responsive, the Employer shall correct 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, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;  (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and  (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. |
|  | 33.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1,shall result in the rejection of the Bid. |
| Conversion to Single Currency | 34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS. |
| Domestic of Preference | 35.1 **Unless otherwise specified in the BDS,** a margin of preference for domestic bidders[[1]](#footnote-1) shall not apply. |
| Subcontractors | 36.1 **Unless otherwise stated in the BDS,** the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer.  36.2 In case of Prequalification, the Bidder’s Bid shall name the same specialized subcontractor as submitted in the prequalification application and approved by the Employer.  36.3 In case of Post qualification, the Employer may permit subcontracting for certain specialized works as indicated in Section III 4.2. When subcontracting is permitted by the Employer, the specialized sub-contractor’s experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors.  36.4Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the BDS**. |
| 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.  The Employer shall evaluate Price Bid of each bid for which the Technical Bid has been determined to be substantially responsive. 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, but including Day work items, where priced competitively;  (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;  (c) price adjustment due to discounts offered in accordance with ITB 14.3;  (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;  (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;  (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria; |
|  | 37.3 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 these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria. |
|  | 37.5 If the bid, which results in the lowest Evaluated Bid Price, 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 Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the 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 the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2to determine the lowest evaluated bid*.* |
| Qualification of the Bidder | 39.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria). |
|  | 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 17.1.  39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. 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 that Bidder’s qualifications 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. |
|  | F. Award of Contract |
| Award Criteria | 41.1 Subject to ITB 38.1, 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 Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| Notification of Award | 42.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). At the same time, the Employer shall also notify all other Bidders of the results of the bidding.  (i) name of each Bidder who submitted a Bid;  (ii) bid prices as read out at Bid Opening;  (iii) name and evaluated prices of each Bid that was evaluated;  (iv) name of bidders whose bids were rejected and the reasons for their rejection; and  (v) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded. |
|  | 42.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract. |
|  | 42.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected. |
| Signing of Contract | 43.1 Promptly upon 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 General Conditions of Contract, subject to ITB 35.5, using for that purpose the Performance Security Form included in Section IX, Annex to the Particular Conditions - Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer’s Country. |
| Signing of Contract  **46.** **Adjudicator** | 44.2 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.  45.1 The Employer and the successful Bidder shall sign the Contract Agreement within the period as stated ITB 41.1.  45.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.  45.3 Within thirty (30) days from the date of issuance of notification pursuant to ITB 40.1 unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, requests for debriefing.  46.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in his Tender. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator. |

|  |  |
| --- | --- |
| Section II. Bid Data Sheet | |
| **A. Introduction** | |
| **ITB 1.1** | The Number of the Invitation for Bids is : (IUL)13-K/13/2018/66 |
| **ITB 1.1** | The Employer is: Ministry of Environment and Energy |
| **ITB 1.1** | The name of the international competitive bidding (ICB) is: **Provision of Rainwater harvesting Systems in 10 Islands (Ha.Filladhoo, Ha.Maarandhoo, Ha.Muraidhoo, Ha.Uligan, Ha.Utheem, Ha.Molhadhoo, HDh.Finey, HDh.Hirimaradhoo, HDh.Kurinbee and HDh.Neykurandhoo)**  The identification number of the ICB is: **TES/2018/W-022**  The number and identification of lots comprising this ICB is: 01 |
| **ITB 2.1** | The name of the Project is: ***Supporting Vulnerable Communities in Maldives to manage climate – change induced water shortages project***  The Development Partner(DP) is: **Green Climate Fund**  The implementing agency is: **Ministry of Environment and Energy** |
| **ITB 2.1** | The Name of the Project is: PROVISION OF WATER SUPPLY FACILITIES IN SH.FOAKAIDHOO, MALDIVES |
| ITB 4.1 | **Joint Venture is NOT applicable.** |
| ITB 4.2 | Eligible countries **all countries eligible by GoM and DP** |
| ITB 4.8 | This Bidding Process IS NOT subject to prequalification. |
| **B. Bidding Documents** | |
| **ITB 7.1** | For **Clarification purposes** only, the Employer’s address is:  **National Tender**  Ministry of Finance and Treasury  AmeeneeMagu, Male’, 20-03  Republic of Maldives,  Tel: (960) 3349 191, 3349 106  Email: [aminath.naaheen@finance.gov.mv](mailto:aminath.naaheen@finance.gov.mv)  [tender@finance.gov.mv](mailto:tender@finance.gov.mv)  The deadline for any request for Clarification regarding the project will be on or before **19th April 2018 at 1400hrs** |
| **ITB 7.1** | Web page: [www.finance.gov.mv](http://www.finance.gov.mv/) |
| **ITB 7.4** | A Pre-Bid meeting ***shall not*** take place. If a Pre-Bid meeting will take place, it will be at the following date, time and place:  Date: NA  Time: NA  Place: **National Tender**  Ministry of Finance and Treasury  AmeeneeMagu, Male’, 20-03  Republic of Maldives,  Tel: (960) 3349 191, 3349 106  Email: [aminath.naaheen@finance.gov.mv](mailto:aminath.naaheen@finance.gov.mv)  [tender@finance.gov.mv](mailto:tender@finance.gov.mv) |
| **C. Preparation of Bids** | |
| ITB 10.1 | The language of the bid is: ENGLISH  All correspondence exchange shall be in ENGLISH language.  Language for translation of supporting documents and printed literature is ENGLISH |
| ITB 11 | The Tenderer shall submit the following additional documents in its tender:   * + - 1. Power of Attorney to confirm authorization of the signatory of the Bid to commit the Bidder, in accordance with ITT Clause 22       2. Business Registration Certificate       3. GST Registration Certificate       4. Tax Clearance Certificate       5. Construction Schedule   International Bidders shall be required to submit the GST registration Certificate and Tax Clearance Certificate, if they have already completed or are currently engaged in any work in Maldives. |
| **ITB 13.1** | Alternative Bids ***shall not be*** considered. |
| ITB 13.2 | Alternative times for completion NOT permitted. |
| ITB 14.5 | The prices quoted by the Bidder shall **NOT** be adjusted.  **Tender price should indicate amount of GST (Goods and Services Tax). Where GST amount is not indicated, quoted bid price shall be deemed to be inclusive of GST.** |
| **ITB 15.1** | The currency of the bid shall be: Maldivian Rufiyaa -MVR.  The payment currency(ies) shall be : **70 % US Dollars and 30% MVR** (amounts to be specified in the schedule of payment currency)  The currency(ies) of the bid and the payment currency(ies) shall be in US Dollars or equivalent in Maldivian Rufiyaa |
| **ITB 18.1** | The bid validity period shall be **120** days. |
| **ITB 19.1** | A Bid Security SHALL BE required.  The amount and currency of the bid security shall be **USD 13,000.00 or equivalent in Maldivian Rufiyaa** |
| **ITB 19.3 (d)** | Bid Security Shall only be an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company) or a cashier’s or certified check may be submitted by a local bidder. |
| **ITB 19.9** | N/A |
| **ITB 20.1** | In addition to the **Original** of the Tender, the number of copies required is: 1 authentic hard copy (stamped) , 1 authentic soft copy (stamped & scanned) |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney |
| **D. Submission and Opening of Bids** | |
| **ITB 22.1** | For **bid submission purposes** only, the Employer’s address is :  **Mr. Ahmed Mujuthaba,**  Director General,  National Tender  Ministry of Finance and Treasury  Ameenee Magu, Male’, 20-03  Republic of Maldives,  Tel: (960) 3349 191, 3349 106  Email: [aminath.naaheen@finance.gov.mv](mailto:aminath.naaheen@finance.gov.mv)  [tender@finance.gov.mv](mailto:tender@finance.gov.mv)    **The deadline for bid submission is:**  Date**: 30th April 2018**  Time: **1000 hrs**  *Bidders do not have the option of submitting their bids electronically.* |
| **ITB 25.1** | The bid opening shall take place at:  **National Tender**  Ministry of Finance and Treasury  Ameenee Magu, Male’, 20-03  Republic of Maldives,  Tel: (960) 3349 191, 3349 106  Email: [aminath.naaheen@finance.gov.mv](mailto:aminath.naaheen@finance.gov.mv)  Copy: [tender@finance.gov.mv](mailto:tender@finance.gov.mv)  Date**: 30th April 2018**  Time: **1000 hrs** |
| **E. Evaluation, and Comparison of Bids** | |
| **ITB 34** | 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 **US DOLLARS**  The source of exchange rate shall be **MALDIVES MONETARY AUTHORITY (MMA)**  The date for the exchange rate shall be: 14 days before Bid Submission deadline |
| **ITB 35** | A margin of preference of **2.5% will apply**.  **The application methodology shall be as stipulated in Section 3 (Evaluation and Qualification Criteria).** |
| **ITB 36** | Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: *30% of the total contract amount* |
| **ITB 44** | The amount of the performance security be increased by Ten (10) percent of the quoted bid price. |
| **ITT 46** | The Adjudicator proposed by the Employer is**: Ministry of Finance and Treasury** |

|  |
| --- |
| Section III. Evaluation and Qualification Criteria (Without Prequalification) |

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 35 and ITB 37, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

In addition to the criteria listed in ITB 35.2 (a) – (e) the following criteria shall apply;

* Tax clearance of the lowest evaluated bidder shall be checked prior to contract award.
* Past performance of the past 2 years of the lowest evaluated bidder shall be assessed 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.

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

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

Exchange rates shall be taken from the publicly available source identified in the ITB 32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

#### 1.1 Adequacy of Technical Proposal

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

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

#### 1.2 Completion Time

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows:

**Not Applicable**

#### 1.3 Technical Alternatives

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

Not Applicable

#### 1.4 Quantifiable Nonconformities and Omissions

Subject to ITB 14.2 and ITB 34.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

“Pursuant to ITB 30.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, including omissions in Day work where competitively priced but excluding omission of prices in the Bill of Quantities. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.”]

The evaluated amount of quantifiable nonconformities, errors and/or omissions shall be determined by ascertaining the price of such effect on an equal basis by adjusting the same to the quoted price of the bid. A bid having minor deviations and having no material deviation to cause any serious effect upon the scope, quality, characteristics, terms and conditions, performance or any other requirements stated in the bidding documents and acceptable to the Employer can be considered to be substantially responsive.

#### 1.5 Domestic Preference

If a margin of preference is provided for under ITB 34.1, the following procedure shall apply:

* + 1. In comparing domestic bids with foreign bids, a margin of preference will be granted to eligible domestic contractors, as defined below, in accordance with the following provisions.

1. For application of domestic preference, all responsive bids will first be classified into the following two categories:
2. Category I: Bids offered by domestic contractors and joint ventures eligible for the preference in accordance with the criteria set forth in BDS; and
3. Category II: Bids offered by other contractors.

The Employer will review each bid to confirm the appropriateness of, or to modify as necessary, the category to which the bid was assigned by the bidder in preparing it.

1. The lowest evaluated bid of each category will then be determined by comparing all evaluated bids in each category among themselves.
2. Such lowest evaluated bids will next be compared with each other and if, as a result of this comparison, a bid from Category I is found to be the lowest, it will be selected for the award of contract.
3. If, however, as a result of the comparison under (c) above, the lowest bid is found to be from Category II, it will be further compared with the lowest evaluated bid from category I. For the purpose of this further comparison only an upward adjustment will be made to the lowest evaluated bid price of Category II by adding an amount equal to 2.5% of the bid price. If, after such comparison, the Category I bid is determined to be the lowest, it will be selected for the award of contract; if not, the lowest evaluated bid from Category II will be selected.
   * 1. Domestic contractors and joint ventures between a domestic contractor(s) and its foreign partner(s) shall meet the following minimum criteria for eligibility of the Domestic Preference Scheme:
4. Domestic contractor(s):
5. firms are registered in Republic of Maldives;
6. firms have majority ownership by nationals of Republic of Maldives and
7. firms will not subcontract to foreign contractors more than fifty per cent (50% ) of the total value of their work.
8. A joint venture between a domestic contractor(s) and its foreign partner(s) will be eligible for the preference only if:
9. the domestic partner(s) are individually eligible for the preference according to the criteria stated above;
10. the domestic partner(s) would not qualify for the Works on technical or financial grounds without the foreign participation; and
11. the domestic partner(s) will, under the arrangements proposed, carry out at least fifty per cent (50%) of the Works measured in terms of value.
    * 1. Bidders applying for the preference shall provide all evidence, including details of ownership, necessary to prove that they are qualified for the preference according to the criteria set forth in paragraph 1.5.2 above.
      2. If the Contract is awarded to a bidder who has received the preference pursuant to the foregoing provisions, such contractor shall not subcontract to foreign contractors more than fifty per cent (50%) of the total value of their work.
      3. Comparison of bids will only be between bids which conform fully to the specifications. In the event that the alternative bid not conforming to the specifications, if any, of the bidder whose main bid which conforms with the specifications is the lowest evaluated, is considered more advantageous than its main bid, such alternative bid may be considered.
      4. A joint venture which is awarded the Contract as a result of the application of the above domestic preference provisions, shall furnish the Employer, together with the Performance Security, a "Domestic Preference Security" to guarantee that the profit and loss distribution and work-sharing arrangements with which the joint venture satisfied the criteria of Sub-Clause 1.5.2 (b) above will not be modified throughout the execution of the Contract. The domestic performance security shall be in the form of an unconditional on-demand bank guarantee or standby letter of credit acceptable to the Employer, for an amount in a convertible currency equivalent to the difference between the joint venture's bid price and the bid price of the lowest foreign bid.

The domestic preference security shall be issued either (a) by a bank located in Nepal, or (b) directly by a foreign bank acceptable to the Employer. The domestic preference security shall be valid until the Contractor has substantially completed the Works and a Taking-Over Certificate has been issued by the Engineer in accordance with the provisions of GCC 10 and such security **be returned to the Contractor together with the Taking-Over Certificate.**

#### 1.6 Multiple Contracts

* **“Not Applicable”**

#### 1.7 Specialized Subcontractors

Only the specific experience of sub-contractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

The specialized sub-contractors proposed shall be fully qualified for their work proposed, and meet the following criteria:

**3. Qualification**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Eligibility and Qualification Criteria** | | | **Compliance Requirements** | | | | **Documentation** |
| **No.** | **Subject** | **Requirement** | **Single Entity** | **Joint Venture (existing or intended)** | | | **Submission Requirements** |
| **All Parties Combined** | **Each Member** | **One Member** |
| 1. Eligibility | | | | | | | |
| 1.1 | **Nationality** | Nationality in accordance with ITB 4.3 | Must meet requirement | N/A | N/A | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| 1.2 | **Conflict of Interest** | No conflicts of interest in accordance with ITB 4.2 | Must meet requirement | N/A | N/A | N/A | Letter of Bid |
| 1.3 | **Fund Eligibility** | Not having been declared ineligible by the Fund, as described in ITB4.4, 4.5, 4.6 and 4.7 | NA | N/A | N/A | N/A | Letter of Bid |
| 1.4 | **Government Owned Entity of the Beneficiary country** | Meets conditions of ITB 4.5 | Must meet requirement | N/A | N/A | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| 1.5 | **United Nations resolution or Beneficiary’s country law or Boycott Regulations of the Donor** | Not having been excluded as a result of prohibition in the Beneficiary’s country laws or official regulations against commercial relations with the Bidder’s country, in accordance with ITB 4.7 and Section V. | Must meet requirement | N/A | N/A | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| 2. Historical Contract Non-Performance | | | | | | | |
| 2.1 | **History of Non-Performing Contracts** | Non-performance of a contract[[2]](#footnote-2)did not occur as a result of contractor default since 1st January *2011* | Must meet requirement12 | N/A | N/A | N/A | Form CON-2 |
| 2.2 | **Suspension Based on Execution of Bid Securing Declaration by the Employer or withdrawal of the Bidwithin Bid validity** | Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB4.6 or withdrawal of the Bid pursuant ITB 19.9. | Must meet requirement | N/A | N/A | N/A | Bid Submission Form |
| 2.3 | **Pending Litigation** | Bidder’s financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder | Must meet requirement | N/A | NA | N/A | Form CON – 2 |
| 2.4 | **Litigation History** | No consistent history of court/arbitral award decisions against the Bidder[[3]](#footnote-3) since 1st January *2011* | Must meet requirement | N/A | N/A | N/A | Form CON – 2 |
| 3. Financial Situation and Performance | | | | | | | |
| 3.1 | **Historical Financial Performance** | Submission of audited balance sheets or if not required by the law of the Tenderer’s country, other financial statements acceptable to the Employer, for the last **three (3)** years to demonstrate the current soundness of the Tenderers financial position and its prospective long term profitability. | Must meet requirement | N/A | Must meet requirement | N/A | Form FIN – 2.1 with attachments |
| 3.2 | **Financial Resources** | (i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as **MVR 6,000,000**for the subject contract(s) net of the Bidders other commitments  (ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.  (iii) The audited balance sheets or, if not required by the laws of the Bidder’s country, other financial statements acceptable to the Employer, for the last  ***03*** years shall be submitted and must demonstrate the current soundness of the Bidder’s financial position and indicate its prospective long-term profitability. | Must meet requirement  Must meet requirement  Must meet requirement | N/A  NA    N/A | NA    NA  NA | N/A  N/A  N/A | Form FIN – 3.1,3.3 and 3.4 with attachments |
| 3.3 | **Average Annual Turnover** | Minimum average annual turnover **of MVR 20,000,000**calculated as total certified payments received for contracts in progress and/or completed within the last *5* years, divided by *5* years | Must meet requirement | NA | NA | NA | Form FIN – 3.2 |
| 4. Experience | | | | | | | |
| 4.1 (a) | **General Experience** | Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last **3** years prior to the applications submission deadline. | Must meet requirement | N/A | NA | N/A | Form EXP – 4.1 |
| 4.2 (a) | **Specific Experience** | (i) A minimum number of 03 similar[[4]](#footnote-4) contracts specified below that have been satisfactorily and substantially[[5]](#footnote-5) completed as a prime contractor, joint venture member[[6]](#footnote-6), management contractor or sub-contractor between 1st January 2011  and application submission deadline:  (i) 2 contracts, each of minimum value **MVR 14,000,000;**  Or  (ii) Less than or equal to 5 contracts, each of minimum **value MVR 2,800,000**, but with total value of all contracts equal or more than **MVR 14,000,000.00** | Must meet requirement | NA | N/A | N/A | Form EXP 4.2(a) |
| 4.2 (b) |  | For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or sub-contractor[[7]](#footnote-7)on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities successfully completed[[8]](#footnote-8):  Installation of 50m3RO plant  Installation of 700m3 storage tank,  public water supply PE pipe layings of 750m. | Must meet requirements | NA | N/A | NA | Form EXP – 4.2 (b) |

**3.5 Personnel**

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sl No.** | **Position** | **Qualification** | **Number** | **Total Work**  **Experience (years)** | **In Similar Works Experience**  **(years)** |
| 1 | Project Manager[[9]](#footnote-9) | Bachelor’s Degree in Civil Engineering | 1 | 7 | 5 |
| 2 | Site Engineer[[10]](#footnote-10) | Bachelor’s Degree in Civil Engineering | 1 | 7 | 5 |
| 3 | Electrical Engineer | Bachelor’s Degree in Electrical Engineering | 1 | 7 | 3 |
| 4 | Mechanical Engineer | Bachelor’s Degree in Mechanical Engineering | 1 | 7 | 3 |
| 5 | Land Surveyor | Diploma in Engineering/ Surveying | 1 | 5 | 3 |
| 6 | Site Supervisors | Engineering Diploma | 1 | 7 | 5 |
| 7 | Quantity Surveyor | Diploma in Quantity Surveying/Engineering | 1 | 5 | 3 |

The Bidder shall provide details of the proposed personnel and their experience records using Forms PER-1 and PER-2included in Section IV, Bidding Forms.

**3.6 Equipment**

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

|  |  |  |
| --- | --- | --- |
| **No.** | **Equipment Type and Characteristics** | **Minimum Number required** |
| 1 | Total Station | 1 |
| 2 | Automatic Theodolite | 2 |
| 3 | Dumpy level | 2 |
| 4 | Mini Excavator | 1 |
| 5 | Roller compactors | 1 |
| 6 | Electrical testing equipment’s | 3 |
| 7 | Pressure testing equipment’s | 3 |
| 8 | Cable detectors | 1 |
| 9 | Butt fusion welding equipment for HDPE | 2 |

The Bidder shall provide further details of proposed items of equipment using Form EQU in Section IV, Bidding Forms.

|  |
| --- |
| Section IV. Bidding Forms |

Table of Forms

[Letter of Bid 46](#_Toc498521652)

[Appendix to Bid 49](#_Toc498521653)

[Table A. Local Currency 49](#_Toc498521654)

[Table B. Foreign Currency (FC) 50](#_Toc498521655)

[Not Applicable 50](#_Toc498521656)

[Technical Proposal 51](#_Toc498521657)

[Site Organization 52](#_Toc498521658)

[Method Statement 54](#_Toc498521659)

[Mobilization Schedule 55](#_Toc498521660)

[Construction Schedule 56](#_Toc498521661)

[Form EQU: Equipment 58](#_Toc498521662)

[Personnel 59](#_Toc498521663)

[Form PER-1: Proposed Personnel 59](#_Toc498521664)

[Form PER-2: Resume of Proposed Personnel 60](#_Toc498521665)

[Bidders Qualification without prequalification 62](#_Toc498521666)

[Form FIN – 3.3: Financial Resources 70](#_Toc498521667)

[Form of Bid Security 78](#_Toc498521669)

# Technical Proposal - Standard Forms

## FORM TECH-1: Technical Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

We, the undersigned, offer to work on the “**Provision of Rainwater harvesting Systems in 10 Islands (Ha.Filladhoo, Ha.Maarandhoo, Ha.Muraidhoo, Ha.Uligan, Ha.Utheem, Ha.Molhadhoo, HDh.Finey, HDh.Hirimaradhoo, HDh.Kurinbee and HDh.Neykurandhoo)”- Package 1**in accordance with your Bidding Document and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope1.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

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 Calendar…………………….. *(days).*

We undertake, if our Proposal is accepted, to initiate the services and fulfill the terms and conditions related this contract.

Our Tender shall be valid for a period of \_\_\_\_\_\_\_\_ {insert validity period as specified in ITB 18.1.] days from the date fixed for the Tender submission deadline in accordance with the Tendering Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

If price adjustment provisions apply, the Table(s) of Adjustment Data shall be considered part of this Tender;[[11]](#footnote-11)

If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering Document;

Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;

We, including any subcontractors or suppliers for any part of the contract, are eligible in accordance with ITT Sub-Clause 4.3 and do not have any conflict of interest in accordance with ITB 4.4;

We are not participating, as a Tenderer or as a subcontractor, in more than one Tender in this tendering process in accordance with ITB 4.4, other than alternative offers submitted in accordance with ITB 13;

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;

We are not a government owned entity/We are a government owned entity but meet the requirements of ITB 4.6;[[12]](#footnote-12)

We have paid, or will pay the following commissions, gratuities, or fees with respect to the tendering process or execution of the Contract:**[[13]](#footnote-13)**

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

We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive; and

If awarded the contract, the person named below shall act as Contractor’s Representative: …………………………………………………………………….

**We are/are not ( please underline or cross out as applicably ) registered under the business registration by the Government of Republic of Maldives**

**We are/are not ( please underline or out as applicably ) registered under the tax registration by the Government of Republic of Maldives**

**We have/have no ( please underline or cross out as applicably ) tax requirement to be full filled for the Government of Republic of Maldives**

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

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

**Schedule of Adjustment Data**

**Not Applicable**

[In Tables A, B, and C, below, the Bidder shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Table A. Local Currency

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Index code\*** | **Index description\*** | **Source of index\*** | **Base value**  **and date\*** | **Bidder’s**  **related currency amount** | **Bidder’s**  **proposed**  **weighting** |
|  | Nonadjustable | — | — | — | A: \*  B: \*  C: \*  D: \*  E: \* |
|  |  |  | **Total** |  | **1.00** |

[\* To be entered by the Employer. Whereas “A” should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

Table B. Foreign Currency (FC)

Not Applicable

**State type:** ....................... [If the Bidder is allowed to receive payment in foreign currencies this table shall be used. If Bidder wishes to quote in more than one foreign currency (up to three currencies permitted) then this table should be repeated for each foreign currency.]

| **Index code** | **Index description** | **Source of index** | **Base value and date** | **Bidder’s related source currency in type/amount** | **Equivalent in FC1** | **Bidder’s proposed weighting** |
| --- | --- | --- | --- | --- | --- | --- |
|  | Nonadjustable | **—** | **—** | **—** |  | **A: \***  **B: \***  **C: \***  **D: \***  **E: \*** |
|  |  |  |  | **Total** |  | **1.00** |

[\* To be entered by the Employer. Whereas “A” should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

|  |
| --- |
|  |

|  |
| --- |
| Technical Proposal |

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

Site Organization

***Manning Schedule***

|  |  |  |  |
| --- | --- | --- | --- |
| ***Job title*** | ***Functions*** | ***Mobilization schedule (gantt chart)*** | ***Total Man months*** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Method Statement

The Bidder shall provide method statements that clearly outline the sequences the methods of works intended to be used for the water supply project.

The method statement should comprise of the following contents.

**Contents**

* 1. Purpose
  2. Scope
  3. References
  4. Responsibilities

a.Project Manager

b.Site Engineer

c. Electrical Engineer

d. Mechanical Engineer

c. Site Supervisor

d. Quantity Surveyor

e. Land Surveyor

* 1. H&SRequirements

a. Personal Protective Equipment’s

b.Safe Work practices

* 1. Tools and Equipment’s

(follow the example)

Plant and Equipment

|  |  |  |
| --- | --- | --- |
| No | Description | Qty |
| 1. | Hand shovels and wheel borrows | nos |
| 2. | Safety cones, safety protective equipment | As per site requirements |
| 3. | Safety Helmets | No of sets/person |
| 4. | Safety shoes | No. of sets/person |

Materials

|  |  |  |  |
| --- | --- | --- | --- |
| No | Description | Manufacturer | As per the Technical Specification |
| 1. | UPVC/ PE/ DI pipes | ...................... | YES/ Variation to be justifies |
| 2. |  |  |  |
| 3. |  |  |  |
| 4. |  |  |  |

* 1. Methodology

a.Site Preparation

b. General Aspect

c. Methodologies of all other related works in the contract.

* 1. Inspection and Testing
  2. Documentation
  3. Attachments

Mobilization Schedule

Construction Schedule

The Bidder shall provide method statements that clearly outline the sequences the methods of works intended to be used for the water supply project.

The construction schedule should comprise of the following contents.

1. A practicable and feasible progress schedule showing the order in which the work isto be carried on, the dates on which salient features will start (including procurement of materials and equipment), and the contemplated dates for completing same.

1. Prepare the schedule in chart form and of a suitable scales as to appropriately indicate the percentage of work that will be completed as work progresses.

Form EQU: Equipment

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

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

Omit the following information for equipment owned by the Bidder.

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

|  |
| --- |
| Personnel |

Form PER-1: Proposed Personnel

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

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

\*As listed in Section III.

Form PER-2: Resume of Proposed Personnel

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

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

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

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

Bidders Qualification without prequalification

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

**Form ELI -1.1**

Bidder Information Form

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

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

**Form ELI -1.2**

Bidder's Party Information Form

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

|  |
| --- |
| Bidder’s name: |
| Bidder's Party name: |
| Bidder's Party country of registration: |
| Bidder Party's year of constitution: |
| Bidder Party's legal address in country of constitution: |
| Bidder Party's authorized representative information  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone/Fax numbers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. Attached are copies of original documents of  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3.  🞎 In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5.  2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

**Form CON – 2**

Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*ICB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |  |  |  |
| --- | --- | --- | --- |
| **Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria** | | | |
| 🞎 Contract non-performance did not occur since 1st January *[insert year]*specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.  🞎 Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1 | | | |
| **Year** | **Non- performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and US$ equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for non-performance: *[indicate main reason(s)]* | *[insert amount]* |
| **Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements** | | | |
| 🞎 No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3. | | | |
| 🞎 Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below. | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), USD Equivalent (exchange rate)** |
|  |  | Contract Identification: \_\_\_\_\_\_\_\_\_  Name of Employer: \_\_\_\_\_\_\_\_\_\_\_\_  Address of Employer: \_\_\_\_\_\_\_\_\_\_  Matter in dispute: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Party who initiated the dispute: \_\_\_\_  Status of dispute: *\_\_\_\_\_\_\_\_\_\_\_* |  |
|  |  |  |  |
| 🞎 No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.  🞎 Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below. | | | |
| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), USD Equivalent (exchange rate)** |
|  |  | Contract Identification:  Name of Employer:  Address of Employer:  Matter in dispute:  Party who initiated the dispute:  Status of dispute: |  |

**Form FIN – 3.1**

Financial Situation and Performance

Bidder’s Name:

Date:

Bidder’s Party Name*:*

ICB No. and title:

Page \_\_\_\_\_\_\_\_\_\_\_\_\_\_of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

**1. Financial data**

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

\*Refer to ITB 15 for the exchange rate

**2. Financial documents**

The Bidder and its parties shall provide copies of financial statements for *\_\_\_\_\_\_\_\_\_\_\_*years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

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

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

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

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

🞎 Attached are copies of financial statements[[14]](#footnote-14) for the *\_\_\_\_\_\_\_\_\_\_\_\_*years required above; and complying with the requirements

**Form FIN - 3.2**

Average Annual Turnover

Bidder's Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Bidder's Party Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*ICB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

**Each Bidder must fill out this form.**

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed, converted to US Dollars at the specified exchange rate.

|  |  |  |  |
| --- | --- | --- | --- |
| **Annual Turnover Data for the Last ……. Years** | | | |
| **Year** | **Amount**  **Currency** | **Exchange rate** | **USD equivalent** |
| *[indicate year]* | *[insert amount and indicate currency]* |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Average Annual Turnover \* | | |  |

\* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

Form FIN – 3.4: Current Contract Commitments / Works in Progress

Bidders 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.

|  |
| --- |
| **Current Contract Commitments** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Name of Contract | Employer’s **Contact Address, Tel, Fax** | **Value of Outstanding Work**  **[Current US$ Equivalent]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [US$/month)]** |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| 5 |  |  |  |  |  |
| Total Monthly Financial Requirement for Current Contract Commitments | | | | | **US$** . . . . . . . . . . . . . . . . . |

**Form EXP - 4.1**

General Construction Experience

*\*The bidder shall provide completion certificates indicating the performance of their work for all the projects stated as completed.*

Bidder's Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*ICB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |  |  |  |
| --- | --- | --- | --- |
| **Starting**  **Year** | **Ending**  **Year** | **Contract Identification** | **Role of**  **Bidder** |
|  |  | Contract name: *­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Brief Description of the Works performed by the  Bidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Name of Employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |
|  |  | Contract name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Brief Description of the Works performed by the  Bidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Name of Employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |
|  |  | Contract name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Brief Description of the Works performed by the  Bidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Name of Employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |

**Form EXP - 4.2(a)**

**Specific Construction and Contract Management Experience**

*\*The bidders is required to provide performance evaluation documents from the client/Employer of this project indicating that the performance of their work is above satisfactory level in current and/or previous water and sewerage projects. The bidder is required to provide completion certificate for all the projects stated as completion in the bidding document. A history of poor performance will be considered a substantial justification for rejection of the bid.*

Bidder's Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*ICB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_*pages

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Similar Contract No.** | **Information** | | | | |
| Contract Identification |  | | | | |
| Award date |  | | | | |
| Completion date |  | | | | |
| Role in Contract | Prime Contractor  🞎 | | Member in  JV  🞎 | Management Contractor  🞎 | Sub-contractor🞎 |
| Total Contract Amount |  | | | US$ *\** | |
| If member in a JV or sub-contractor, specify participation in total Contract amount |  |  | | *\** | |
| Employer's Name: |  | | | | |
| Address:  Telephone/fax number  E-mail: |  | | | | |

**Form EXP - 4.2(a) (cont.)**

**Specific Construction and Contract Management Experience (cont.)**

|  |  |
| --- | --- |
| **Similar Contract No.** | **Information** |
| Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III: |  |
| 1. Amount |  |
| 2. Physical size of required works items |  |
| 3. Complexity |  |
| 4. Methods/Technology  5. Construction rate for key activities |  |
| 6. Other Characteristics |  |

**Form EXP - 4.2(b)**

Construction Experience in Key Activities

Bidder's Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Bidder's Party Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Sub-contractor's Name[[15]](#footnote-15) (as per ITB 34.2 and 34.3): *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*ICB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

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

All contractors for key activities must complete the information in this form as per ITB 34.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Information** | | | | |
| **Contract Identification** |  | | | | |
| **Award date** |  | | | | |
| **Completion date** |  | | | | |
| **Role in Contract** | Prime Contractor  🞎 | Member in  JV  🞎 | | Management Contractor  🞎 | Sub-contractor  🞎 |
| **Total Contract Amount** |  | | | US$ | |
| **Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year** | Total quantity in the contract  (i) | | Percentage  participation  (ii) | | Actual Quantity Performed  (i) x (ii) |
| **Year 1** |  | |  | |  |
| **Year 2** |  | |  | |  |
| **Year 3** |  | |  | |  |
| **Year 4** |  | |  | |  |
| **Employer’s Name:** |  | | | | | |
| **Address:**  **Telephone/fax number**  **E-mail:** |  | | | | | |

|  |  |
| --- | --- |
|  | **Information** |
| **Employer’s Name:** |  |
| **Address:**  **Telephone/fax number**  **E-mail:** |  |

2. Activity No. Two

3. …………………

|  |  |
| --- | --- |
|  | **Information** |
| **Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:** |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

|  |
| --- |
| Form of Tender Security (Bank Guarantee) |

The Issuing Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.

………………………………… {Bank’s Name, and Address of Issuing Branch or Office}

**Beneficiary:**  {Name and Address of Employer}

**Date:**

**TENDER GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ {name of the Tenderer} (hereinafter called "the Tenderer") has submitted to you its Tender dated \_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Tender") for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ {name of contract} under Invitation for Tenders No. \_\_\_\_\_\_\_\_\_\_\_ (“the IFB”).

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

At the request of the Tenderer, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ {name of Bank} hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ [amount in figures] (\_\_\_\_\_\_\_\_\_\_\_\_) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

(a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or

(b) having been notified of the acceptance of its Tender by the Employer during the period of Tender validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; and (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy your notification to the Tenderer of the name of the successful Tenderer; or (ii) {insert date}twenty-eight days after the expiration of the Tenderer’s Tender.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458

[signature(s]

Section V. Eligible Countries

1. In reference to ITB4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB4.7(a) and 5.1: *“None”.*

Under ITB4.7(b) and 5.1: *“None”.*

Section VI. Fund Policy - Corrupt and Fraudulent Practices

**“Fraud and Corruption”:**

1.16 It is the Fund’s policy to require that Beneficiary's (including beneficiaries of Fund loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Fund-financed contracts.[[16]](#footnote-16) In pursuance of this policy, the Fund:

(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;[[17]](#footnote-17);

(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;[[18]](#footnote-18)

(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;[[19]](#footnote-19)

(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;[[20]](#footnote-20)

(v) “obstructivepractice”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 Bank 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 Fund’s inspection and audit rights provided for .

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Beneficiary or of a recipient of any part of the proceeds of the financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of that contract, without the Beneficiary having taken timely and appropriate action satisfactory to the Fund to address such practices when they occur, including by failing to inform the Fund in a timely manner at the time they knew of the practices; and

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Fund’s sanctions procedures,[[21]](#footnote-21) including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Fund-financed contract; and (ii) to be a nominated[[22]](#footnote-22);

(e) will require that a clause be included in bidding documents and in contracts financed by a Fund loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Fund to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Fund.”

PART 2

Works Requirements

|  |
| --- |
| Section VII. Works Requirements |

Contents

[Scope of Works 88](#_Toc435286360)

[Technical Specifications 89](#_Toc435286361)

[Drawings 312](#_Toc435286362)

[Bill Of Quantities 412](#_Toc435286363)

|  |
| --- |
| Scope of Works |

The Contract comprises of installation, construction, completion, commissioning, handover of Rain water harvesting schemes in Ha,Filladhoo, Ha.Maarandhoo, Ha.Muraidhoo, Ha.Uligan, Ha.Utheem, Ha.Molhadhoo, HDh.Finey, HDh.Hirimaradhoo, HDh.Kurinbee, HDh.Neykurendhoo at Republic of Maldives for Ministry of Environment and Energy, together with all ancillary items except insofar as the Contract otherwise provides including the provision of all labor, materials, constructional plant, temporary works and everything whether of a temporary or permanent nature, required in and for such construction, completion, commissioning and maintenance insofar as the necessity for providing the same is specified in or can reasonably be inferred from the Contract.

The scope includes, but not limited to laying out of the rainwater conveyance network from public infrastructure , improving existing gutter systems, establishing raw water and treated water tanks with ultrafiltration and chlorine dosing system and treated water supply network to tap bays and all other related works to make a fully functioning rain water harvesting system in the islands.

|  |
| --- |
| Technical Specifications |

|  |
| --- |
| Drawings |

(Separately attached)

|  |
| --- |
|  |

Bill Of Quantities

BIDDING DOCUMENT

PRICE BID

**PROCUREMENT OF WORKS**

**International Competitive Bidding (ICB)**

**Two Envelope Bidding Procedure**

**Procurement of**

**Civil Contractor for Provision of Rainwater harvesting Systems in 10 Islands (Ha.Filladhoo, Ha.Maarandhoo, Ha.Muraidhoo, Ha.Uligan, Ha.Utheem, Ha.Molhadhoo, HDh.Finey, HDh.Hirimaradhoo, HDh.Kurinbee and HDh.Neykurandhoo)**

**Issued on:**

**Bid Document issued to:**

**Contract Identification No:**

**Project Name :** Supporting Vulnerable Communities in Maldives to manage climate – change induced water shortages project

**Office Name :** Ministry of Environment and Energy

**Financing Agency:** Green Climate Fund

Table of Contents

[Letter of Price Bid 3](#_Toc475026607)

[Schedules 5](#_Toc475026609)

[Bill of Quantities 5](#_Toc475026610)

[Tables of Adjustment Data 6](#_Toc475026612)

# Letter of Price Bid

|  |
| --- |
| The Bidder must accomplish the Letter of Price Bid in its letterhead clearly showing the Bidder’s complete name and address. |

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

Name of the contract: .........................................................

Invitation for Bid No.: .......................................................

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

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 the following Works:
3. The total price of our Bid, excluding any discounts offered in item (d) below is:
4. The discounts offered and the methodology for their application are:
5. 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;
6. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
7. 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;
8. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
9. We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer; and
10. If awarded the contract, the person named below shall act as our Representative:

Name: .................................................................................................

In the capacity of .............................................................................  
Signed …………………………………………………………...

Duly authorized to sign the Bid for and on behalf of …………

Date …………………………………………………………....

# Schedules

# Priced Bill of Quantities

[Insert Priced Bill of Quantities]

Schedule of Payment Currencies

For ...........................*insert name of Section of the Works*

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have local currency requirements. **[Insert the names of each Section of the Works]**.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **A** | **B** | **C** | **D** |
| **Name of Payment Currency** | **Amount of Currency** | **Rate of Exchange**  **to Local Currency** | **Local Currency Equivalent**  **C = A x B** | **Percentage of  Net Bid Price (NBP)**  **100xC**  **NBP** |
| **Local currency** |  | **1.00** |  | **30** |
| **Foreign Currency #1** |  |  |  | **70** |
| **Net Bid Price** |  |  |  | **100.00** |
| **Provisional Sums Expressed in Local Currency** |  | **1.00** |  |  |
| **BID PRICE** |  |  |  |  |

**Note:**

* The rates of exchange shall be the selling rates 14 days prior to the deadline for submission of bids published by the source specified in BDS 15.
* Separate tables may be required, if the various sections of the works (or of the Bill of Quantities) will have local currency requirements. The Employer should insert the names of each section of the works.

# Tables of Adjustment Data

**NOT APPLICABLE**

Table A - Local Currency

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Index**  **Code** | **Index Description** | **Source of Index** | **Base Value**  **and Date** | **Bidder’s**  **Local Currency Amount** | **Weighting renge (in %) to be applied** | **Bidder’s**  **Proposed**  **Weighting** |
| **To be entered by the Employer** | Nonadjustable  labour  fuel  Steel  Cement  Bitumin  -  - | — | — | — | 15  -  -  -  -  - | 0.15 (fixed) |
|  |  |  | **Total** |  | **1.00** | **1.00** |

Table B - Foreign Currency

**Name of Currency:**

If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.

| **Index Code** | **Index Description** | **Source of Index** | **Base Value and Date** | **Bidder’s Currency in Type/Amount** | **Equivalent in FC1** | **Bidder’s Proposed Weighting** |
| --- | --- | --- | --- | --- | --- | --- |
| **To be entered by the Employer** | Nonadjustable | — | — | — |  | A:  B:  C:  D:  E: |
|  |  |  |  | **Total** |  | **1.00** |

**Note:**

As per GCC 1.1.3.1, "Base Date" means the date 30 days prior to the latest date for submission and completion of the tender

PART 3

Conditions of Contract and Contract Forms

|  |
| --- |
|  |

|  |
| --- |
| **Section VIII.**  **General Conditions (GC)** |

MINISTRY OF ENVIRONMENT AND ENERGY, MALDIVES

PROVISION OF WATER SUPPLY FACILITIES IN

SH.FOAKAIDHOO, MALDIVES

*Note: The General Conditions mentioned herein are the same as the MDB’s Harmonized Edition of the Conditions of Contract for Construction prepared and copyrighted by the International Federation of Consulting Engineers (FédérationInternationale des Ingénieurs-Conseils, or FIDIC), FIDIC 2006 which is available at* [*www.fidic.org*](http://www.fidic.org)*.*

|  |
| --- |
| Section IX.  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.

**Part A - Contract Data**

| **Conditions** | **Sub-Clause** | **Data** |
| --- | --- | --- |
| **Employer’s name and address** | 1.1.2.2 & 1.3 | Ministry of Environment and Energy,  AmeenuMagu,  Male’, Republic of Maldives. |
| **Engineer’s name and address** | 1.1.2.4 & 1.3 | Shah Technical Consultants Private Limited  407, Raheja Centre, Plot No.214, Nariman Point Mumbai-400 021, India |
| **Fund’s name** | 1.1.2.11 | GREEN CLIMATE FUND |
| **Beneficiary’s name** | 1.1.2.12 | Government of Maldives |
| **Time for Completion** | 1.1.3.3 | 12 Months |
| **Defects Notification Period** | 1.1.3.7 | 365 days. |
| **Sections** | 1.1.5.6 | *NA* |
| **Electronic transmission systems** | 1.3 | Email, Fax, |
| **Governing Law** | 1.4 | The law is that in force in the Republic of Maldives. |
| **Ruling language** | 1.4 | English |
| **Language for communications** | 1.4 | English |
| **Time for the Parties entering into a Contract Agreement** | 1.6 | 30 days |
| **Inspections and Audit by the Fund** | 1.15 | This clause shall be amended as follows:  The Contractor shall permit, and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit, the Fund and/or persons appointed by the Fund to inspect the Site and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Fund if requested by the Fund. The Contractor’s attention is drawn to Sub-Clause 15.6 [Corrupt or Fraudulent Practices] which provides, inter alia, that acts intended to materially impede the exercise of the Fund’s inspection and audit rights provided for under Sub-Clause 1.15 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Fund’s prevailing sanctions procedures. |
| **Time for access to the Site** | 2.1 | 14 days before commencement date |
| **Engineer’s Duties and Authority** | 3.1(b)(ii) | 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 |
| **Performance Security** | 4.2 | The performance security will be in the form of a “performance bond” in the amount(s) of *10*percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount. |
| **Normal working hours** | 6.5 | 8 hours per day and as suited for works on site with the approval of Engineer in charge |
| **Commencement of Works** | 8.1 | Within 30 Days of Contract Signing. |
| **Delay damages for the Works** | 8.7 & 14.15(b) | 0.25 % of the Contract Price per Days  DD=CP\*0.0025\*LD  DD-Delay Damages  CP- Contract Price  LD- Late Duration |
| **Maximum amount of delay damages** | 8.7 | 15 % of the final Contract Price. |
| **Provisional Sums** | 13.5.(b)(ii) | Not Applicable |
| **Adjustments for Changes in Cost** | 13.8 | Not Applicable |
| **Total advance payment** | 14.2 | 15 % Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable. |
| **Repayment amortization rate of advance payment** | 14.2(b) | 15 % |
| **Percentage of Retention** | 14.3 | 5 % |
| **Limit of Retention Money** | 14.3 | 5 % of the Accepted Contract Amount |
| **Plant and Materials** | 14.5(b)(i) | Not Applicable |
| 14.5(c)(i) | Not Applicable |
| **Minimum Amount of Interim Payment Certificates** | 14.6 | 2.5 % of the Accepted Contract Amount. |
| **Publishing source of commercial penalty rates for financial charges in case of delayed payment** | 14.8 | NOT APPLICABLE |
| **Maximum total liability of the Contractor to the Employer** | 17.6 | The product of 2.5times the Accepted Contract Amount. |
| **Periods for submission of insurance:** | 18.1 |  |
| a. evidence of insurance. |  | 14 days |
| b. relevant policies |  | 28 days |
| **Maximum amount of deductibles for**  **insurance of the Employer's risks** | 18.2(d) | *Nil* |
| **Minimum amount of third party**  **insurance** | 18.3 | *USD 1,000,000.00* |
| **Date by which the DB shall be appointed** | 20.2 | 28 days after the Commencement date |
| **The DB shall be comprised of** | 20.2 | Three Members |
| **Appointment (if not agreed) to be made by** | 20.3 | *“Ministry of Finance and Treasury”* |
| **Rules of arbitration** | 20.6(a) | *“NONE”* |

**Part B - Specific Provisions**

|  |  |
| --- | --- |
| Sub-Clause 14.1The Contract Price | *(Alternative paragraph)*  (e) Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale(s and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to exported; and (b) on the initial imported value that Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining. |
|  |  |
|  |  |

|  |
| --- |
| Section X. Annex to the Particular Conditions - Contract Forms |

Table of Forms

[Notification of Award 516](#_Toc162945917)

[Contract Agreement 517](#_Toc162945918)

[Performance Security 519](#_Toc162945919)

[Advance Payment Security 523](#_Toc162945920)

[Retention Money Security 525](#_Toc162945921)

Letter of Acceptance

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

To:

[name and address of the Contractor ]

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

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

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

[Choose one of the following statements:]

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

[or]

We do not accept that ……………………………. [insert the name of the Adjudicator proposed by the Tenderer] be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to …………………………………… [insert name of the Appointing Authority], the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 46.1 and GCC 23.1.

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

Attachment: Contract Agreement

Contract Agreement

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

WHEREAS the Employer desires that the Works known as [name of the Contract] should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

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

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

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

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

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

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

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

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

**For and on behalf of the Contractor**

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

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

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

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

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

Performance Security

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

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

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

Procurement Reference No: [insert reference]

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

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

Performance Guarantee No:

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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

**Note –**

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

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

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

Advance Payment Security

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

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

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

Procurement Reference No: [insert reference]

[Issuing bank’s letterhead]

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

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

**Advance Payment Guarantee No:**

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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

**Note** –

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

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

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

|  |
| --- |
| 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 thesecond 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][[23]](#footnote-23)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 expireno later than the …. day of ……, 2… [[24]](#footnote-24)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. An individual firm is considered a domestic bidder for purposes of the margin of preference if it is registered in the country of the Employer or has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. [↑](#footnote-ref-1)
2. Non performance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor .Non performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted. [↑](#footnote-ref-2)
3. The Bidder shall provide accurate information on the letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder. [↑](#footnote-ref-3)
4. The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Work’s Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted. [↑](#footnote-ref-4)
5. Substantial completion shall be based on **80%** or more works completed under the contract. [↑](#footnote-ref-5)
6. For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder’s share, by value, shall be considered to meet this requirement. [↑](#footnote-ref-6)
7. For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder’s share shall be counted to meet this requirement. [↑](#footnote-ref-7)
8. Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of production shall be the annual production rate for the key construction activity (or activities). [↑](#footnote-ref-8)
9. Project Manager can be involved in multiple projects however he/she can only handle a portfolio of maximum USD.15,000,000.00 and the maximum number of current commitments or project handled by the project manager have to be 10 projects. [↑](#footnote-ref-9)
10. Site Engineer proposed for this project shall not be involved in other projects ongoing in water and sewerage sector and he should be fully dedicated to this project [↑](#footnote-ref-10)
11. *Include if price adjustment provisions apply in the Contract in accordance with PCC Sub-Clause* ***13.8 Adjustments for Changes in Cost****.* [↑](#footnote-ref-11)
12. ***Use one of the two options as appropriate.*** [↑](#footnote-ref-12)
13. ***If none has been paid or is to be paid, indicate “none”.*** [↑](#footnote-ref-13)
14. If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified. [↑](#footnote-ref-14)
15. If applicable [↑](#footnote-ref-15)
16. In this context, any action to influence the procurement process or contract execution for undue advantage is improper. [↑](#footnote-ref-16)
17. For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes GCF/UNDP fund staff and employees of other organizations taking or reviewing procurement decisions. [↑](#footnote-ref-17)
18. For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution. [↑](#footnote-ref-18)
19. For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions. [↑](#footnote-ref-19)
20. For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution. [↑](#footnote-ref-20)
21. A firm or individual may be declared ineligible to be awarded a Fund financed contract upon: (i) completion of the Fund’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Funds; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines. [↑](#footnote-ref-21)
22. A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Beneficiary. [↑](#footnote-ref-22)
23. 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-23)
24. *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-24)