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**Ministry of Finance and Planning**

Republic of Maldives

**TENDER DOCUMENT**

**for**

**Project Name: Design and Build of Court Complex under Contractor Finance**

**Project Number: TES/2025/W-135**

**September 2025**

Issued by: National Tender

Ministry of Finance and Planning

Republic of Maldives

Standard Tendering Document

**Table of Contents**

[PART 1 - Tendering Procedures 5](#_Toc97642449)

[Section I - Instructions to Tenderers 6](#_Toc97642450)

[Section II - Bid Data Sheet (BDS) 32](#_Toc97642451)

[Section III - Evaluation and Qualification Criteria 41](#_Toc97642452)

[Section IV – Tendering Forms 63](#_Toc97642453)

[Section V – Eligible Countries 109](#_Toc97642463)

PART 1 - Tendering Procedures

Section I - Instructions to Tenderers

**Table of Clauses**

[A. General 7](#_Toc209015331)

[1. Scope of Tender 7](#_Toc209015332)

[2. Source of Funds 8](#_Toc209015333)

[3. Fraud and Corruption 8](#_Toc209015334)

[4. Eligible Tenderers 9](#_Toc209015335)

[5. Eligible Materials, Equipment and Services 11](#_Toc209015336)

[B. Contents of Tendering Document 11](#_Toc209015337)

[6. Sections, Supply and Details of Tendering Document 11](#_Toc209015338)

[7. Clarification of Tendering Document, Site Visit, Pre-Tender Meeting 12](#_Toc209015339)

[8. Amendment of Tendering Document 13](#_Toc209015340)

[C. Preparation of Tenders 14](#_Toc209015341)

[9. Cost of Tendering 14](#_Toc209015342)

[10. Language of Tender 14](#_Toc209015343)

[11. Documents Comprising the Tender 14](#_Toc209015344)

[12. Letter of Tender and Schedules 16](#_Toc209015364)

[13. Alternative Tenders 16](#_Toc209015365)

[14. Tender Prices and Discounts 16](#_Toc209015366)

[15. Currencies of Tender and Payment 17](#_Toc209015367)

[16. Documents Comprising the Technical Proposal 17](#_Toc209015368)

[17. Documents Establishing the Qualifications of the Tenderer 17](#_Toc209015369)

[18. Period of Validity of Tenders 17](#_Toc209015370)

[19. Tender Security 18](#_Toc209015371)

[20. Format and Signing of Tender 19](#_Toc209015372)

[D. Submission and Opening of Tenders 19](#_Toc209015373)

[21. Sealing and Marking of Tenders 20](#_Toc209015374)

[22. Deadline for Submission of Tenders 20](#_Toc209015375)

[23. Late Tenders 20](#_Toc209015376)

[24. Withdrawal, Substitution, and Modification of Tenders 20](#_Toc209015377)

[25. Tender Opening 21](#_Toc209015378)

[E. Evaluation and Comparison of Tenders 22](#_Toc209015379)

[26. Confidentiality 22](#_Toc209015380)

[27. Clarification of Tenders 22](#_Toc209015381)

[28. Deviations, Reservations, and Omissions 22](#_Toc209015382)

[29. Determination of Responsiveness 23](#_Toc209015383)

[30. Evaluation of Technical Tenders 24](#_Toc209015384)

[31. Nonmaterial Nonconformities of Financial Tenders 24](#_Toc209015385)

[32. Correction of Arithmetical Errors 25](#_Toc209015386)

[33. Conversion to Single Currency 25](#_Toc209015387)

[34. Margin of Preference 25](#_Toc209015388)

[35. Evaluation of Tender 25](#_Toc209015389)

[36. Comparison of Tenders 26](#_Toc209015390)

[37. Qualification of the Tenderer 26](#_Toc209015391)

[38. Employer’s Right to Accept Any Tender, and to Reject Any or All Tenders 27](#_Toc209015392)

[F. Award of Contract 27](#_Toc209015393)

[39. Award of Contract 27](#_Toc209015394)

[40. Notification of Intention to Award 27](#_Toc209015395)

[41. Signing of Contract 28](#_Toc209015402)

[42. Performance Security 28](#_Toc209015403)

[43. Procurement Related Complaint 28](#_Toc209015404)

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

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| 1. General | | | | | | | | | | | | | | | | | | | | |
| 1. Scope of Tender | | | | | | | | | | |  | | | | | | | | | |
| * 1. The Procuring Entity on behalf of the Employer, as **indicated in the Bid Data Sheet (BDS)**, issues this Tender Document for the execution of Works of EPC/Turnkey basis as specified in Section VI (Employer’s Requirements). The name, identification, and number of contracts (lots) of this tendering are **provided in the BDS**. | | | | | | | | | | | | | | | | | | | | |
| Throughout this Tendering Document words and expressions use herein shall, except where the context requires otherwise, have the meanings assigned to them in the FIDIC Conditions of Contract for EPC/Turnkey Projects 2017 (known as the Silver Book). In addition, the following definitions and meanings shall apply in this Tendering Document:   1. **“Conditions of Contract”** means the FIDIC Conditions of Contract for EPC/Turnkey Projects 2017 (known as the Silver Book) which includes the General Conditions and the Particular Conditions of Contract. 2. **“Contract” or “contract”** means the construction contract which may be entered by the Employer and the successful tenderer for the purposes of the Project. 3. **“Day”** or “**day**” means calendar day, unless otherwise specified as “**Business Day**” or “**business day**”. A Business Day is any day that is an official working day of the Governement of Maldives. It excludes the official public holidays of Government of Maldives. 4. **“EPC”** is an abbreviation, standing for engineering, procurement and construction. 5. **“MCHI”** means the Ministry of Construction, Housing and Infrastructure of the Government of Maldives. 6. **“GOM” or “Government” means the Government of the Republic of Maldives.** 7. **“MVT”** means Maldives Time. 8. **“GMT”** means Greenwich Mean Time. 9. **“Procuring Entity”** means Ministry of Finance and Planning of the Government of Maldives. 10. **“Project”** means the project to Design and Build of Court Complex, Republic of Maldives. 11. **“Tenderer”** or **“tenderer”** means any person or persons, partnership or company submitting a tender for the project acting directly or through a legally appointed representative. 12. **“Tender Library”** means the electronic copies of the Tender Documents together with the additional information made available to tenderers which is to be issued to tenderers and as may be updated from time to time by the Employer. 13. **“Reference Documents”** means those documents provided in the Tender Library which do not form part of the Tender Documents or the Site Data. 14. **“Site Data”** means the data referenced as such in the Tender Library and which is provided pursuant to the Conditions of Contract. 15. **“Tender Documents”** or **“Tendering Document”** means the document(s) referred to in ITT 6 of these Tender Instructions. 16. The term “**in writing**” means communicated in written form and delivered against receipt. 17. Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and | | | | | | | | | | | | | | | | | | | | |
| 1. Source of Funds | | | | | | | | | | |  | | | | | | | | | |
| The Employer intends to implement the project indicated in the **Bid Data Sheet (BDS)** through a contractor-financed model. Under this arrangement, the Contractor shall be responsible for 100% financing the execution of the works as per the contract. The Government of the Maldives has made budgetary provisions to make payments to the Contractor in accordance with the agreed payment schedule.  Payments to the Contractor will be made by the Employer in accordance with the terms and conditions of the contract, subject to performance and completion milestones, and in line with the financial legislation in force. | | | | | | | | | | | | | | | | | | | | |
| 1. Fraud and Corruption | | |  | | | | | | | | | | | | | | | | | |
| It is the Government’s policy to require that procuring entities, as well as Tenderers, suppliers, contractors and their subcontractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:  (a) defines, for the purposes of this provision, the terms set forth below as follows:  (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;  (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;  (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;  (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;  (v) "obstructive practice" is  (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or  (bb) acts intended to materially impede the exercise of the Government’s inspection and audit rights provided for under ITT 3.1 (e) below.  (b) will reject a proposal for award if it determines that the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;  (c) will cancel in whole or in part a contract if it determines at any time that representatives of the Procuring Entity or the Employer engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Government having taken timely and appropriate action satisfactory to address such practices when they occur;  (d) will suspend a firm or individual from participation in public procurement, by declaring it ineligible for a stated period of time, to be awarded a Government funded contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive orobstructivepractices in competing for, or in executing, a Government funded contract. The list of suspended firms is available at the electronic address specified in the **BDS**; and  (e) will have the right to require that a provision be included in tender documents and in contracts, requiring Tenderers, suppliers, and contractors and their sub-contractors to permit the Government, the Employer to inspect their accounts and records and other documents relating to the Tender submission and contract performance and to have them audited by auditors appointed by the Government. | | | | | | | | | | | | | | | | | | | | |
| 1. Eligible Tenderers | | | | | | | | | | |  | | | | | | | | | |
| A Tenderer may be a natural person, private entity, or government-owned entity—subject to ITT 4.6—or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. Unless otherwise **stated in the BDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. | | | | | | | | | | | | | | | | | | | | |
| A Tenderer, and all parties constituting the Tenderer, shall have the nationality of an eligible country, in accordance with Section V (Eligible Countries). A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen or is constituted, or incorporated in an eligible country, in accordance with Section V (Eligible Countries), and operates in conformity with the provisions of the rules and regulation of such country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services. | | | | | | | | | | | | | | | | | | | | |
| A Tenderer shall meet the following criteria to be eligible to participate in public procurement:   * + 1. have the legal capacity to enter into the contract;     2. have the corporate approvals in accordance with its constitutional documents to participate in the tender, and enter into the contract;     3. not be insolvent, in receivership, bankrupt or being wound up, its affairs not being administered by a court or a judicial officer, its business activities not being suspended and not the subject of legal proceedings for any of the foregoing;     4. have fulfilled its obligations to pay taxes;     5. not have been, and its directors or officers not have been, convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and     6. not have a conflict of interest in relation to the procurement requirement in accordance with ITT 4.4. | | | | | | | | | | | | | | | | | | | | |
| A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if:   * + 1. they have a controlling partner in common; or     2. they receive or have received any direct or indirect subsidy from any of them; or     3. they have the same legal representative for purposes of this Tender; or     4. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring Entity or Employer regarding this tendering process; or     5. a Tenderer participates in more than one Tender in this tendering process. Participation by a Tenderer in more than one Tender will result in the disqualification of all Tenders in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one Tender; or     6. a Tenderer or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Tender; or     7. a Tenderer, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract. | | | | | | | | | | | | | | | | | | | | |
| * 1. A Tenderer that has been suspended from participation in public procurement by the Government in accordance with ITT 3, at the date of the deadline for Tender submission or thereafter, shall be disqualified. | | | | | | | | | | | | | | | | | | | | |
| * 1. Government-owned enterprises in the Employer’s country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Employer. | | | | | | | | | | | | | | | | | | | | |
| * 1. Tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request. | | | | | | | | | | | | | | | | | | | | |
| * 1. In case a prequalification process has been conducted prior to the tendering process, this tendering is open only to prequalified Tenderers. | | | | | | | | | | | | | | | | | | | | |
| 1. Eligible Materials, Equipment and Services | | | | | | | | | |  | | | | | | | | | | |
| * 1. The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITT 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer’s request, Tenderers may be required to provide evidence of the origin of materials, equipment and services. | | | | | | | | | | | | | | | | | | | | |
| * 1. For purposes of ITT 5.1 above, “origin” means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components. | | | | | | | | | | | | | | | | | | | | |
| 1. Contents of Tendering Document | | | | | | | | | | | | | | | | | | | | |
| 1. Sections, Supply and Details of Tendering Document | | | | | | | | | | | | | | | | |  | | | |
| * 1. The Tendering Document consist of Parts 1, 2 and 3 which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT 8.   **PART 1 Tendering Procedures**  Section I - Instructions to Tenderers (ITT)  Section II - Bid Data Sheet (**BDS**)  Section III - Evaluation and Qualification Criteria  Section IV - Tendering Forms  Section V - Eligible Countries  **PART 2 Employer’s Requirements**  Section VI – Employer’s Requirements  **PART 3 Conditions of Contract and Contract Forms**  Section VII - General Conditions of Contract (GCC)  Section VIII - Particular Conditions (PCC)  Section IX - Contract Forms | | | | | | | | | | | | | | | | | | | | |
| * 1. The Invitation for Bid issued by the Procuring Entity/ Employer is a part of the Tendering Document. | | | | | | | | | | | | | | | | | | | | |
| * 1. For the purpose of providing all relevant documents to invited Bidders, the Procuring Entity has established an Online Data Room (ODR) named Tender Library, containing all technical documents and materials related to the Project as stated in ITT 6.1.   2. The Employer is not responsible for the completeness of the Tendering Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Tenders. | | | | | | | | | | | | | | | | | | | | |
| * 1. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tendering Document. Failure to furnish all information or documentation required by the Tendering Document may result in the rejection of the Tender. | | | | | | | | | | | | | | | | | | | | |
| 1. Clarification of Tendering Document, Site Visit, Pre-Tender Meeting | | | | | | | | | | | | | | | |  | | | | |
| * 1. A prospective Tenderer requiring any clarification of the Tendering Document shall contact the Procuring Entity in writing at the Procuring Entity’s address **indicated in the BDS** or raise his inquiries during the pre-Tender meeting if provided for in accordance with ITT 7.4. The Procuring Entity (on behalf of the Employer) will respond in writing to any request for clarification, provided that such request is received within the number of days **given in the BDS** prior to the deadline for submission of Tenders. The Procuring Entity and/or the Employer shall forward copies of its response to all Tenderers who have acquired the Tendering Document in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Tendering Document as a result of a request for clarification, it shall do so following the procedure under ITT 8 and ITT 22.2.   The Employer will transmit responses to clarifications from any tenderer to all tenderers who have received the Tender Documents, except in the case of confidential queries.  Clarification responses will be made anonymous such that the identity of the tenderer who submitted the query will not be determinable by the other tenderers. | | | | | | | | | | | | | | | | | | | | |
| The Tenderer is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer’s own expense. | | | | | | | | | | | | | | | | | | | | |
| * 1. The Tenderer and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will fully release and indemnify (and hold harmless) the Employer and its personnel and agents from and against any and all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection. | | | | | | | | | | | | | | | | | | | | |
| * 1. The Tenderer’s designated representative is invited to attend a pre-Tender meeting, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. | | | | | | | | | | | | | | | | | | | | |
| * 1. The Tenderer is requested to submit any questions in writing or by email, to reach the Employer not later than seven days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with ITT 7.6 and ITT 7.7. | | | | | | | | | | | | | | | | | | | | |
| * 1. Minutes of the pre-Tender meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tendering Document in accordance with ITT 6.3. Any modification to the Tendering Document that may become necessary as a result of the pre-Tender meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. | | | | | | | | | | | | | | | | | | | | |
| * 1. Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer. | | | | | | | | | | | | | | | | | | | | |
| 1. Amendment of Tendering Document | | | | | | | | | | | |  | | | | | | | | |
| * 1. At any time prior to the deadline for submission of Tenders, the Employer may amend the Tendering Document by issuing addenda. | | | | | | | | | | | | | | | | | | | | |
| * 1. Any addendum issued shall be part of the Tendering Document and shall be communicated in writing to all who have obtained the Tendering Document from the Employer in accordance with ITT 6.3. | | | | | | | | | | | | | | | | | | | | |
| * 1. To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Employer may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 22.2. | | | | | | | | | | | | | | | | | | | | |
| 1. Preparation of Tenders | | | | | | | | | | | | | | | | | | | | |
| 1. Cost of Tendering |  | | | | | | | | | | | | | | | | | | | |
| The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process. | | | | | | | | | | | | | | | | | | | | |
| 1. Language of Tender | |  | | | | | | | | | | | | | | | | | | |
| The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Tender, such translation shall govern. | | | | | | | | | | | | | | | | | | | | |
| 1. Documents Comprising the Tender | | | | | | | | | | | | | | | | |  | | | |
| * 1. The Tender shall comprise the   2. Letter of Tender   3. completed Schedules, in accordance with ITT 12 and 14, or as stipulated in the BDS;   4. Tender Security or Proposal-Securing declaration, in accordance with ITT 19;   5. Alternative Proposal - Technical Part, if permissible in accordance with ITT 13;Confirmation of Contractor composition.   6. written confirmation authorizing the signatory of the Proposal to commit the Tenderer, in accordance with ITT 21.1;   7. documentary evidence that the Tenderer continues to be eligible and qualified to perform the contract if its Proposal is accepted; details of financial resources and value of ongoing projects at the time of tender submission shall be submitted as stated in Table 1.   8. documentary evidence in accordance with ITT 18 that the Works offered by the Tenderer conform to the Tender Document;   9. Tenderers shall give details of all departures in their Technical- Proposal with respect to the contractual terms and conditions and/or to the required technical features specified in the performance and/or functional requirements, that they would like the Employer to consider during the evaluation of the Technical Tenders;   10. in the case of a Technical Part submitted by a JV, 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;   11. Confirmation of Designer composition (Undertaking from the Designer)   12. list of subcontractors, in accordance with the Employer’s Requirements.   13. the documents comprising the Technical Part including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV (Tendering Forms). It shall include the following forms, that will serve as the basis for the Technical Evaluation:   1. Design Proposal  2. Method Statement for key construction activities  3. Construction Management Strategy  4. Illustrative Program  5. Risk Management Plan  6. Testing and Commissioning Strategy  7. Contractor’s Representative and Key Personnel and Organisation Chart  8. Designer’s Personnel and Organisation Chart  m. Proposed Repayment Plan and Payment Schedule   1. Financing Arrangement details 2. Schedule of Activities (if any): completed in accordance with ITT 12 3. Financial Disclosure: The Tenderer shall furnish in the Letter of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender; and 4. Other: any other document required in the BDS.    1. The Technical Part shall not include any financial information related to the Tender price. Where material financial information related to the Tender price is contained in the Technical Part, the Proposal shall be declared non-responsive.   Tenders shall be submitted by tenderers under the headings given, using the tables, forms and certificates supplied by the Employer in the Tender Documents, and shall follow the order and numbering contained in the Tender Documents.  Tenderers shall comply with the requirements identified in the Tender Documents in respect of the permitted number of pages under each section, and any additional pages exceeding the permitted number of pages submitted shall not be considered for evaluation.  Any Tender which is not in accordance with the Tender Documents may be rejected by the Employer. | | | | | | | | | | | | | | | | | | | | |
| 1. Letter of Tender and Schedules | | | | | | | | | | | | | | | | |  | | | |
| * 1. The Letter of Tender, Schedules, and all documents listed under ITT 11, shall be prepared using the relevant forms in Section IV (Tendering Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. | | | | | | | | | | | | | | | | | | | | |
| 1. Alternative Tenders | | | |  | | | | | | | | | | | | | | | | |
| * 1. The tenderer shall submit an offer which complies fully with the requirements of the tender documents unless otherwise provided for in the Schedule of Activities and Employer’s Requirements. Only one tender may be submitted by each tenderer either by itself or as partner in a joint venture.   2. The tenderer shall not attach any conditions to its tender. The tender price must be based on the tender documents. The tenderer shall use without exception the Schedule of Prices as provided, with the amendments as notified in tender notices, if any, for the calculation of its tender price.   3. Time for Completion is stated in the BDS.   4. Unless otherwise indicated in the BDS, and any tenderer who fails to comply with ITT 13 will be disqualified. | | | | | | | | | | | | | | | | | | | | |
| 1. Tender Prices and Discounts | | | | | | | | | | | | | | |  | | | | | |
| * 1. The prices and discounts quoted by the Tenderer in the Letter of Tender and in the Schedules shall conform to the requirements specified below. | | | | | | | | | | | | | | | | | | | | |
| * 1. The Tenderer shall submit a Tender for the whole of the works described in ITT 1.1 by filling in prices for all items of the Works, as identified in Section IV, Tendering Forms. The Tenderer shall fill in rates and prices for all items of the Works described in the Schedule of Prices. Items against which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Schedule of Prices. | | | | | | | | | | | | | | | | | | | | |
| * 1. The price to be quoted in the Letter of Tender shall be the total price of the Tender, excluding any discounts (Adjustment Item as per the Pricing Preamble) offered. | | | | | | | | | | | | | | | | | | | | |
| * 1. Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Tender, in accordance with ITT 12.1. | | | | | | | | | | | | | | | | | | | | |
| * 1. If so indicated in ITT 1.1, Tenders are invited for individual contracts (lots) or for any combination of contracts (packages). Tenderers wishing to offer any price reduction for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITT 14.3, provided the Tenders for all Contracts are submitted and opened at the same time. | | | | | | | | | | | | | | | | | | | | |
| * 1. Unless otherwise **provided in the BDS** and the Conditions of Contract, the prices quoted by the Tenderer shall be fixed. | | | | | | | | | | | | | | | | | | | | |
| * 1. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender price submitted by the Tenderer. Notwithstanding the foregoing, the tender price shall be provided in 2 (two) components: (A) contract price exclusive of GST, and (B) GST amount. Where GST amount is not indicated, quoted bid price shall be deemed to be inclusive of GST. | | | | | | | | | | | | | | | | | | | | |
| 1. Currencies of Tender and Payment | | | | | | |  | | | | | | | | | | | | | |
| * 1. The currency(ies) of the Tender shall be as **specified in the BDS**. | | | | | | | | | | | | | | | | | | | | |
| * 1. Tenderers may be required by the Employer to justify, to the Employer’s satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section IV, in which case a detailed breakdown of the foreign currency requirements shall be provided by Tenderers. | | | | | | | | | | | | | | | | | | | | |
| 1. Documents Comprising the Technical Proposal | | | | | | | | | | | | |  | | | | | | | |
| * 1. The Tenderer shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV (Tendering Forms), in sufficient detail to demonstrate the adequacy of the Tenderers’ proposal to meet the work requirements and the completion time. | | | | | | | | | | | | | | | | | | | | |
| 1. Documents Establishing the Qualifications of the Tenderer | | | | | | | | | | | | | |  | | | | | | |
| * 1. To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV (Tendering Forms). | | | | | | | | | | | | | | | | | | | | |
| 1. Period of Validity of Tenders | | | | | | | | | | | | | | | | | |  | | |
| * 1. Tenders shall remain valid for the period **specified in the BDS** after the Tender submission deadline date prescribed by the Employer. A Tender valid for a shorter period shall be rejected by the Employer as non-responsive. | | | | | | | | | | | | | | | | | | | | |
| * 1. In exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender security is requested in accordance with ITT 19, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender. | | | | | | | | | | | | | | | | | | | | |
| * 1. In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Tender validity, the Contract price shall be adjusted by a factor specified in the request for extension. Tender evaluation shall be based on the Tender Price without taking into consideration the above correction*.* | | | | | | | | | | | | | | | | | | | | |
| 1. Tender Security | | | | | | | | | | |  | | | | | | | | | |
| * 1. Each Unless otherwise **specified in the BDS**, the Tenderer shall furnish as part of its Tender, in original form, either a Tender Securing Declaration or a Tender security **as specified in the BDS**. In the case of a Tender security, the amount shall be **as specified in the BDS**.   2. A Tender Securing Declaration shall use the form included in Section IV Tendering Forms.   3. If a Tender security is specified pursuant to ITT 19.1, the Tender security shall be, at the Tenderer’s option, in any of the following forms:  1. an unconditional guarantee, issued by a bank or surety; 2. a cashier’s or certified check; or 3. another security **indicated in the BDS.**   from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or bonding company located outside the Employer’s Country, it shall have a correspondent financial institution located in the Republic of Maldives. In the case of a bank guarantee, the Tender security shall be submitted either using the Tender Security Form included in Section IV (Tendering Forms) or in another substantially similar format approved by the Employer prior to Tender submission. In either case, the form must include the complete name of the Tenderer. The Tender security shall be valid for twenty-eight days (28) beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.shall be an approved bank or financial institution in the Employer’s Country. | | | | | | | | | | | | | | | | | | | | |
| * 1. Any tender not accompanied by an acceptable Tender Security in accordance with ITT 19.1 shall be rejected by the Employer as non-responsive. | | | | | | | | | | | | | | | | | | | | |
| * 1. The Tender Securities of unsuccessful tenderers will be returned as promptly as possible but not later than twenty-eight (28) days after concluding the Contract execution and after a Performance Security has been furnished by the successful tenderer. The tender security of the successful tenderer will be returned upon the tenderer executing the Contract and furnishing the required Performance Security. | | | | | | | | | | | | | | | | | | | | |
| * 1. The Tender security may be forfeited:  1. if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Letter of Tender, except as provided in ITT 24.1; or 2. if the successful Tenderer fails to:  sign the Contract in accordance with ITT 43; orfurnish a performance security in accordance with ITT 44; or | | | | | | | | | | | | | | | | | | | | |
| * 1. The Tender Security or the Tender Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been constituted into a legally-enforceable JV, at the time of tendering, the Tender Security or the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITT 4.1. | | | | | | | | | | | | | | | | | | | | |
| 1. Format and Signing of Tender | | | | |  | | | | | | | | | | | | | | | |
| * 1. The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it “Original”. Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked “Alternative”. In addition, the Tenderer shall submit copies of the Tender in the number **specified in the BDS,** and clearly mark each of them “Copy.” In the event of any discrepancy between the original and the copies, the original shall prevail. | | | | | | | | | | | | | | | | | | | | |
| * 1. The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. | | | | | | | | | | | | | | | | | | | | |
| * 1. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender. | | | | | | | | | | | | | | | | | | | | |
| 1. Submission and Opening of Tenders | | | | | | | | | | | | | | | | | | | | |
| 1. Sealing and Marking of Tenders | | | | | | |  | | | | | | | | | | | | | |
| * 1. Tenderers may always submit their Tenders by mail or by hand. When so **specified in the BDS**, Tenderers shall have the option of submitting their Tenders electronically. Procedures for submission, sealing and marking are as follows:   (a) Tenderers submitting Tenders by mail or by hand shall enclose the original and each copy of the Tender, including alternative Tenders, if permitted in accordance with ITT 13, in separate sealed envelopes, duly marking the envelopes as “Original”, “Alternative” and “Copy.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITT sub-Clauses 22.2 and 22.3.  (b) Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures **specified in the BDS**. | | | | | | | | | | | | | | | | | | | | |
| * 1. The inner and outer envelopes shall:   (a) bear the name and address of the Tenderer;  (b) be addressed to the Employer as **provided in the BDS** pursuant to ITT 22.1;  (c) bear the specific identification of this tendering process indicated in accordance with ITT 1.1; and  (d) bear a warning not to open before the time and date for Tender opening. | | | | | | | | | | | | | | | | | | | | |
| * 1. If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Tender. | | | | | | | | | | | | | | | | | | | | |
| 1. Deadline for Submission of Tenders | | | | | | |  | | | | | | | | | | | | | |
| * 1. Tenders must be received by the Employer at the address and no later than the date and time indicated in the **BDS**. | | | | | | | | | | | | | | | | | | | | |
| * 1. The Employer may, at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Document in accordance with ITT 8, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended. | | | | | | | | | | | | | | | | | | | | |
| 1. Late Tenders | | | | | | | | | | |  | | | | | | | | | |
| * 1. The Employer shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 22. Any Tender received by the Employer after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer. | | | | | | | | | | | | | | | | | | | | |
| 1. Withdrawal, Substitution, and Modification of Tenders | | | | | | | | | | | | | | | | | | |  | |
| * 1. A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:   (a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and  (b) received by the Employer prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22. | | | | | | | | | | | | | | | | | | | | |
| * 1. Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers. | | | | | | | | | | | | | | | | | | | | |
| * 1. No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Letter of Tender or any extension thereof. | | | | | | | | | | | | | | | | | | | | |
| 1. Tender Opening | | | | | | | | | | |  | | | | | | | | | |
| * 1. The Employer shall open the Tenders in public at the address, date and time **specified in the BDS** in the presence of Tenderers` designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 21.1, shall be as **specified in the BDS**. | | | | | | | | | | | | | | | | | | | | |
| * 1. First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening. Envelopes marked “Modification” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening. Only envelopes that are opened and read out at Tender opening shall be considered further. | | | | | | | | | | | | | | | | | | | | |
| * 1. All other envelopes shall be opened one at a time, reading out: the name of the Tenderer and the Tender Price(s), including any discounts and alternative Tenders and indicating whether there is a modification; the presence of a Tender security or Tender securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at Tender opening shall be considered for evaluation. No Tender shall be rejected at Tender opening except for late Tenders, in accordance with ITT 23.1.   2. The Employer shall prepare a record of the Tender opening that shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution, or modification; the Tender Price, per contract if applicable, including any discounts and alternative offers; and the presence or absence of a Tender security, if one was required. The Tenderers’ representatives who are present shall be requested to sign the record. The omission of a Tenderer’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Tenderers. | | | | | | | | | | | | | | | | | | | | |
| 1. Evaluation and Comparison of Tenders | | | | | | | | | | | | | | | | | | | | |
| 1. Confidentiality | | | | | | | | | | |  | | | | | | | | | |
| * 1. Information relating to the examination, evaluation, comparison, and post-qualification of Tenders and recommendation of Contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all Tenderers. | | | | | | | | | | | | | | | | | | | | |
| * 1. Any attempt by a Tenderer to influence the Employer in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender. | | | | | | | | | | | | | | | | | | | | |
| * 1. Notwithstanding ITT 26.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Employer on any matter related to the tendering process, it may do so in writing. | | | | | | | | | | | | | | | | | | | | |
| 1. Clarification of Tenders | | | | | | | | | | | | | | | | |  | | | |
| * 1. To assist in the examination, evaluation, and comparison of the Tenders, and qualification of the Tenderers, the Employer may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders, in accordance with ITT 31. | | | | | | | | | | | | | | | | | | | | |
| * 1. If a Tenderer does not provide clarifications of its Tender by the date and time set in the Employer’s request for clarification, its Tender may be rejected. | | | | | | | | | | | | | | | | | | | | |
| 1. Deviations, Reservations, and Omissions | | | | | | | | |  | | | | | | | | | | | |
| * 1. During the evaluation of Tenders, the following definitions apply:   (a) “Deviation” is a departure from the requirements specified in the Tendering Document;  (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and  (c) “Omission” is the failure to submit part or all of the information or documentation required in the Tendering Document. | | | | | | | | | | | | | | | | | | | | |
| 1. Determination of Responsiveness | | | | | | | | | | | | | | | | | |  | | |
| * 1. The Employer’s determination of a Tender’s responsiveness is to be based on the contents of the Tender itself, as defined in ITT 11. | | | | | | | | | | | | | | | | | | | | |
| * 1. A substantially responsive Tender is one that meets the requirements of the Tendering Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,   (a) if accepted, would: (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or(ii) limit in any substantial way, inconsistent with the Tendering Document, the Employer’s rights or the Tenderer’s obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders. | | | | | | | | | | | | | | | | | | | | |
| * 1. The Employer shall examine the technical aspects of the Tender submitted in accordance with ITT 16, Technical Proposal, in particular, to confirm that all requirements of Section VI (Employer’s Requirements) have been met without any material deviation, reservation or omission. | | | | | | | | | | | | | | | | | | | | |
| * 1. If a Tender is not substantially responsive to the requirements of the Tendering Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.   2. Provided that a Technical Envelope is substantially responsive, the Employer may waive any nonconformities in the Tender.   3. Provided that a Tender is substantially responsive, the Employer may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Tender related to documentation requirements.   4. The Employer will also determine if the Tenders contain departures from the requirements of the Tender Documents (e.g., documentary evidence, responsiveness of the technical proposal, etc.) in such numbers or of such nature that the tender cannot reasonably be expected to become responsive within the framework of the single-stage process. In this case, the proposal shall be rejected by the Employerand may not subsequently be made responsive by correction of the material deviation, reservation, or omission. | | | | | | | | | | | | | | | | | | | | |
| 1. Evaluation of Technical Tenders | | | | | | | | | | | | | | | | | |  | | |
| * 1. The Employer’s evaluation of technical Tenders will be carried out as specified in Section III, Evaluation and Qualification Criteria.   2. The Employer will carry out a detailed technical evaluation of each Technical Proposal that was determined to be substantially responsive in accordance with ITT 30, in order to determine whether the technical aspects of the Proposal are responsive to the requirements set forth in the Tender Documents.   3. The Employer will also review alternative technical Tenders, if any, offered by the Tenderer, pursuant to ITT 13, and evaluate them to determine their acceptability.   4. The scores to be given to technical factors and sub factors are specified **in the** **BDS**. Tenderers who achieve 70 points and higher out of 100 points in the technical evaluation, shall be deemed responsive. Any tenderer who does not achieve minimum 70 points in this evaluation, those tenders will not be considered for further evaluation.   5. The Employer shall ascertain to its satisfaction that, on the basis of updated documentary evidence submitted in accordance with ITT 11.2(e),andSection III- Evaluation and Qualification Criteria the Tenderer continues to be qualified to satisfactorily perform the Contract. | | | | | | | | | | | | | | | | | | | | |
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| 1. Nonmaterial Nonconformities of Financial Tenders    1. Provided that a Tender is substantially responsive, and Tenders have been invited on single responsibility basis in accordance with ITT 15, the Employer: 2. may waive any nonconformities in the Tender; or 3. may request that the Tenderer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Tender.   31.2 Provided that a Tender is substantially responsive, and Tenders have been invited to include any part of the Works to be paid according to quantity supplied or work done in accordance with ITT 15, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Tenderers. If the price of the item or component cannot be derived from the price of other substantially responsive Tenderers, the Employer shall use its best estimate. | | | | | | | | | | | | | | | | | | | | |
| 1. Correction of Arithmetical Errors | | | | | | | | |  | | | | | | | | | | | |
| * 1. Provided that the Tender is substantially responsive, the Employer shall correct arithmetical errors on the following basis:   (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;  (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and  (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. | | | | | | | | | | | | | | | | | | | | |
| * 1. If the Tenderer that submitted the lowest evaluated Tender does not accept the correction of errors, its Tender shall be declared non-responsive. | | | | | | | | | | | | | | | | | | | | |
| 1. Conversion to Single Currency | | | | | | | |  | | | | | | | | | | | | |
| * 1. For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as **specified in the BDS**. | | | | | | | | | | | | | | | | | | | | |
| 1. Margin of Preference | | | | | | | | | | | | | | | | |  | | | |
| * 1. A margin of preference shall not apply, **unless otherwise specified in the BDS**. | | | | | | | | | | | | | | | | | | | | |
| 1. Evaluation of Tender | | | | | | | | | | | | | | |  | | | | | |
| * 1. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.   (a) the Tender price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Day-work items, where priced competitively;  (b) price adjustment for correction of arithmetic errors in accordance with ITT 32;  (c) price adjustment due to discounts offered in accordance with ITT 14.3;  (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 33;  (e) adjustment for nonconformities in accordance with ITT 31;  (f) application of all the evaluation factors indicated in Section III (Evaluation and Qualification Criteria); | | | | | | | | | | | | | | | | | | | | |
| * 1. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Tender evaluation. | | | | | | | | | | | | | | | | | | | | |
| * 1. If this Tendering Document allows Tenderers to quote separate prices for different contracts (lots), and to award multiple contracts to a single Tenderer, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Tender, is specified in Section III (Evaluation and Qualification Criteria). | | | | | | | | | | | | | | | | | | | | |
| * 1. If the lowest Evaluated Tender for an admeasurement contract is, in the opinion of the Employer, seriously unbalanced, front loaded or substantially below updated estimates, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Schedule of Prices, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract. | | | | | | | | | | | | | | | | | | | | |
| 1. Comparison of Tenders | | | | | |  | | | | | | | | | | | | | | |
| * 1. The Employer shall compare all technically responsive (meets the minimum score) Tenders to determine the lowest evaluated Tender. | | | | | | | | | | | | | | | | | | | | |
| 1. Qualification of the Tenderer | | | | | | | | | | | | | | | | |  | | | |
| * 1. The Employer shall determine to its satisfaction whether the Tenderer that is selected as having submitted the Technically responsive lowest evaluated and substantially responsive Tender meets the qualifying criteria specified in Section III (Evaluation and Qualification Criteria). | | | | | | | | | | | | | | | | | | | | |
| * 1. The determination shall be based upon an examination of the documentary evidence of the Tenderer’s qualifications submitted by the Tenderer, pursuant to ITT 17.1. | | | | | | | | | | | | | | | | | | | | |
| * 1. An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Employer shall proceed to the Technically responsive next lowest evaluated Tender to make a similar determination of that Tenderer’s qualifications to perform satisfactorily. | | | | | | | | | | | | | | | | | | | | |
| 1. Employer’s Right to Accept Any Tender, and to Reject Any or All Tenders | | | | | | | | | | | | | | | | | | | |  |
| * 1. The Employer reserves the right to accept or reject any Tender, and to annul the tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers. | | | | | | | | | | | | | | | | | | | | |
| 1. Award of Contract | | | | | | | | | | | | | | | | | | | | |
| 1. Award of Contract | | | |  | | | | | | | | | | | | | | | | |
| Subject to ITT 40.1, The Employer will award the Contract to the tenderer whose tender is determined to be technically compliant and Tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tendering Document, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.  The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Employer’s action.  The Employer will issue a Notification of Intention to Award the contract in accordance with ITT 42 to the Tenderer whose tender has offered the highest scoring as outlined above.  Furthermore, the following will apply.   1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be five (3) Business Days. The Standstill Period commences the day after the date the Employer has transmitted to each Tenderer (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award of the Contract. Where only one Tender is submitted, or if this contract is in response to an emergency situation recognized by the Employer, the Standstill Period shall not apply. On expiry or completion of standstill period a Notification to Commence Contractor Registration will be issued to the successful Contractor. 2. The successful tenderer shall be required to execute the Contract, (as completed with information from the successful tenderer’s Tender) and any other contractual documentation which may be required by MCHI. 3. The successful tenderer shall be required to provide any and all information, documentation, and all securities required by MCHI, prior to the execution of the Contract. | | | | | | | | | | | | | | | | | | | | |
| 1. Notification of Intention to Award | | | | | | | | | | | | | | |  | | | | | |
| * 1. Prior to the award of the contract to the successful tenderer, the tenderers shall be informed in writing of the result of the tender process.   2. A Notification of Intention to Award shall be sent to all tenderers. The result of the tender shall contain, at a minimum the following information:  1. The name and address of the Tenderer; 2. The Contract Price of the successful Tender; 3. The names of all Tenderers who submitted Tenders, and their Tender prices as readout and as evaluated prices and technical score; 4. Quality mark of the tenderer, and the highest mark attained for each quality attribute in the submitted tenders; 5. The expiry date of the Standstill Period; and 6. Instructions on how to request a debriefing or submit a complaint during the standstill period. | | | | | | | | | | | | | | | | | | | | |
| 1. Signing of Contract | |  | | | | | | | | | | | | | | | | | | |
| * 1. Promptly upon notification, the Employer shall send the successful Tenderer the Contract Agreement   2. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Employer.   3. Notwithstanding any provision to the contrary herein, the Contract shall only be deemed formed, entered and/or effective, after the Contract is duly signed between the Contractor and the Employer. | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | |
| 1. Performance Security | | | | | | | | | | | | | | |  | | | | | |
| * 1. Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Tenderer shall furnish the Performance Security in accordance with the Conditions of Contract, subject to ITT 37.4, using for that purpose the Performance Security Form included in Section IX (Contract Forms), or another form acceptable to the Employer. If the performance security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer’s Country. | | | | | | | | | | | | | | | | | | | | |
| * 1. Failure of the successful Tenderer to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security. In that event the Employer may award the Contract to the next lowest evaluated Tenderer whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily. | | | | | | | | | | | | | | | | | | | | |
| 1. Procurement Related Complaint | | | | | | | | | | |  | | | | | | | | | |
| * 1. Any Tenderer may seek administrative review or complaint by a written inquiry to the Procuring Entity in accordance with BDS, which it considers to be in breach of the Public Financial Regulations of the Maldives. Any application for review must be submitted in writing to the Accountable Procurement Officer of the Procuring Entity, within ten working days from the date the Tenderer knew, or should have known, of the circumstances giving rise to the complaint. If the Accountable Procurement Officer does not issue a decision within five days, or the Tenderer is not satisfied with the decision, the Tenderer may submit a procurement related complaint as per Chapter 11 of Public Financial Regulation of the Maldives. | | | | | | | | | | | | | | | | | | | | |

Section II - Bid Data Sheet (BDS)

| **ITT reference** | **Tender data that supplements the ITT** |
| --- | --- |
| A. Introduction | |
| **ITT 1.1** | The name of the tendering process is: **International Competitive Bidding (ICB)**  The procurement reference number of the tendering process is:  **(IUL)13-K/13/2025/210F**  Project Reference number: **TES/2025/W-135**  The Employer is: **Ministry of Construction, Housing and Infrastructure**  The name of the Procurement is: **Design and Build of Court Complex under Contractor Finance** |
| **ITT 2.1** | Source of Funds: 100% Contractor Finance   The Contractor shall be solely responsible for arranging and securing all necessary financing for the execution of the project. The Government will not participate in, or assume any liability for the Contractor’s financing arrangements. |
| **ITT 3.1(d)** | A list of firms suspended from participating in Government funded projects is available at <https://www.finance.gov.mv/debarred-list>  The tenderer should not be blacklisted/ debarred by any multilateral agency or Government of Maldives. |
| **ITT 3.1** | *To add the following Clause:*  (f) Tenderers shall, during the Procurement proceedings and the construction period under public funds, ensure strict compliance with the Chapter 10 and Chapter 11 of the Public Finance Regulations of the Republic of Maldives. |
| **ITT 4.1** | A Tenderer shall be an entity that has been invited for this request for bid for the contract for which this bidding is being conducted and may be an entity or entities in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture.  In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.   * The Tenderer or JV shall not without obtaining the written consent of the Procuring Entity make changes to its composition or the constitution prior to signing of the Contract. Changes to the composition or constitution (including changes to partners) after the signing of the Contract during the Contract period shall be allowed by the Client only when any of such partners is found to be incompetent or has serious difficulties which may impact the overall implementation of the proposed Contract. * The JV shall nominate a Lead Partner who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the tendering process and, in the event the JV is awarded the Contract, during Contract execution.   All the payments to the JV shall be made to the account of the JV and not to the account of individual member(s). |
| **ITT 4.3 (f)** | The following grades of contractors registered under National Contractors Registry will be eligible to participate in this tender.  GC01-01, GC01-02, GC01-03, GC01-04, GC01-05 and GC01-06 |
| B. Tendering Documents | |
| **ITT 6.3** | For the purpose of providing all relevant documents to invited Bidders, the Procuring Entity has established an Online Data Room (ODR) named as **Tender Library,** containing all technical documents and materials related to the Project.  Bidders shall be responsible for reviewing the materials made available in the Tender Library and addendums or clarifications uploaded by the Procuring Entity during the bidding period.  **Access to Tender Library:** [**Tender Library**](https://mofmv-my.sharepoint.com/:f:/g/personal/ibrahim_aflah_finance_gov_mv/EhTlvNa-rOVGtNnCv-msvTUBATJclSOTvpHmYTiTNozf7w?e=V1uTWJ) |
| **ITT 7.1** | For **clarification purposes** only, the Procuring Entity’s address is:  Ibrahim Aflaah  National Tender Department,  Ministry of Finance and Planning,  Ameenee Magu, Male’, 20379  Republic of Maldives  Tel: (960) 1617 (Ext: 102)  E-mail: [ibrahim.aflah@finance.gov.mv](mailto:ibrahim.aflah@finance.gov.mv)  CC: [tender@finance.gov.mv](mailto:tender@finance.gov.mv)    **Requests for clarification** should be received by the Procuring Entity no later than **13:00:00 hrs, 23rd September 2025** |
| **ITT 7.4** | A Pre-Tender meeting shall take place.  If a Pre-Tender meeting will take place via Microsoft Teams on the following date and time  Date: 22nd September 2025  Time: 10:00:00  Link: [Pre-Bid Meeting - Design and Build of Court Complex under Contractor Financing | Meeting-Join | Microsoft Teams](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDZlYWUzNzYtNTczNy00NDRjLWI4ZDQtZWMyMmUyYmFkMTU0%40thread.v2/0?context=%7b%22Tid%22%3a%2242574d6e-387c-4791-9a63-d01d7bea16bf%22%2c%22Oid%22%3a%222e429da4-33fc-42b7-abe6-997578a626a2%22%7d) |
| C. Preparation of Tenders | |
| ITT 10.1 | The language of the Tender is: **English** |
| **ITT 11 b. (l)** | All the clauses applicable to the Main Contractor shall also be applicable to the Subcontractor except for Financial Capacity and Technical Requirements as stipulated in the Qualification Criteria in the Tender document. |
| **ITT 11.1(b)** | All documents stipulated in the clause and any other document required under this Tender Document. |
| **ITT 11.1 (d)** | The Tenderer shall submit with its Tender the following additional documents:  The Tenderer shall submit the following additional documents in its tender:   1. **Power of Attorney** to confirm authorization of the signatory of the Bid to commit the Bidder, in accordance with ITT Clause 20.2. 2. **Business Registration Certificate**.   Registration is not required for International bidders at this stage. However, international bidders shall be responsible to ensure that they confirm with required registration under **Foreign Investment Registration and Foreign Direct Investment Policy** requirements of Maldives prior to bid submission. For more information please visit : <http://www.trade.gov.mv/>   1. **GST Registration Certificate.**   International foreign companies who are already engaged in any work in Maldives, or have re-registered their entity in the Maldives, or have incorporated a company in Maldives shall be eligible to pay local taxes under tax regulations of the Maldives. For more information please visit: <https://www.mira.gov.mv/>   1. **National Contractors Registry Certificate.**   All contractors should adhere to National Contractors Registry and all relevant guidelines and shall sought any permits, if required, applicable at the time of submission of the tender. Registration is not required for International bidders at this stage, however, international bidders shall submit the documents as per clause 13 of ‘Construction Industry Contractor’s Regulation’ at the time of submission. For more information please visit: <http://www.planning.gov.mv/> |
| **ITT 12.1** | In case of failure to submit and omission of information in Form CON-2 shall not be a ground for bid rejection and such non-compliance will be subject to clarification and rectification during bid evaluation. However, failure of the Bidder to submit the omitted form after clarification shall lead to rejection of the Bid. |
| **ITT 13.3** | Time for completion shall be total **24 months.** Alternative times for completion **shall not** be permitted. |
| **ITT 13.4** | Alternative Tenders **shall not** be permitted. |
| **ITT 14.6** | The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract. |
| **ITT 14.7** | All bids shall be quoted inclusive of all applicable local taxes and GST.  Where bid prices quoted is not indicated or mentioned as “exclusive” of GST or local taxes, the Purchaser have the right to take the quoted bid price deemed to be inclusive of GST and all applicable local taxes. |
| **ITT 15.1** | The prices shall be quoted by the Tenderer in: **Maldivian Rufiyaa (MVR)** |
| **ITT 18.1** | The Tender shall be valid for **180** days from the date of tender submission. |
| **ITT 18.3** | This is not applicable. |
| **ITT 19.1** | The Tenderer shall furnish a **Bid security** in the amount of: **MVR 4,320,000.00** (Maldivian Rufiyaa Four Million Three Hundred and Twenty Thousand)  The validity of the bid security shall be: **28 days beyond the validity of the Tender.**  For all electronic bid submitted through Beelan portal as per BDS Clause 21.1 (a), the **Original** hard copy of the **Bid security shall be submitted to the following address no later than 3 (three) business days** after the Tender Opening deadline. Failure to submit the original hard copy of the bid security is subject to bid disqualification.  National Tender Department,  Ministry of Finance and Planning,  Ameenee Magu, Male’, 20379  Republic of Maldives  Tel: (960) 3349319, (960) 334 9191, (960) 334 9147 |
| **ITT 19.3(d)** | None |
| **ITT 20.1** | **“Original”** of the bid is referred to the bid **submitted via Beelan Portal.**  No further physical documentation shall be submitted, except for the Original of the bid security as stipulated in the BDS Clause 19.1 |
| **ITT 20.2** | All the bids must be signed and stamped as per the ITT Clause 20.2   For a joint venture, either;  (a) all members shall sign (shall be signed by the authorized signatory holding the power of attorney to sign on behalf of the company)  (b) only the lead member (authorized signatory shall have the power of attorney to sign on behalf of the lead member and lead member shall have the power of attorney by all members of the joint venture to sign on behalf of them)  The written confirmation of authorization to sign on behalf of the Tenderer shall indicate:   1. The name and description of the documentation required to demonstrate the authority of the signatory to sign the Tender such as a Power of Attorney or a board resolution or corporate approval; and 2. In the case of Tenders submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITT 4.1, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the tendering process and, in the event the JV is awarded the Contract, during Contract execution. |
| D. Submission and Opening of Tenders | |
| **ITT 21.1 (a)** | **Tenderers shall only have the option to submit their tenders electronically.**  The Tenderers shall submit their bids through the below portal. Beelan Portal registration details and user guidelines/manuals are available in the link below.  Beelan Portal: <https://beelan.finance.gov.mv/>  All tenderers must complete their portal registration process before 3 (three) business days prior to bid submission deadline. |
| **ITT 21.1 (d)** | **Notification Requirements for Joint Venture (JV) Bidders:**  JV bidders are required to formally submit the following information in writing, wither via email or official letter, no later than the deadline specified below:   * The name of the Joint Venture (JV) * The legal name of each entity comprising of JV; * The name of the entity designated to submit the bid on behalf of the JV through the Beelan Portal; * Written confirmation from all JV members authorizing the designated entity to submit the bid on their behalf.   Access to the Beelan Portal will be granted exclusively to the authorized entity submitting the bid, as per the consent of all JV members.  **Deadline to send this Notification:**  **Date:** 5th October 2025  **Time:** 13:00:00hrs (Maldives Time) |
| **ITT 22.1** | The deadline for Tender submission of bids through the Beelan portal is:  Date: **8th October 2025**  Time: **10:00:00hrs (Maldives Time)** |
| **ITT 25.1** | The Tender opening shall take place via MS Teams.  Date: **8th October 2025**  Time: **13:00:00hrs (Maldives Time)**  Tender Opening meeting will be held virtually via the following link:  [Bid Opening - Design and Build of Court Complex under Contractor Financing | Meeting-Join | Microsoft Teams](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTllNjAyMjUtODA0Yi00NDFkLWJkNDMtNjVhNWUxM2E4Yjhj%40thread.v2/0?context=%7b%22Tid%22%3a%2242574d6e-387c-4791-9a63-d01d7bea16bf%22%2c%22Oid%22%3a%222e429da4-33fc-42b7-abe6-997578a626a2%22%7d) |
| **E. Evaluation and Comparison of Tenders** | |
| **ITT 30.4** | Evaluation will be conducted as follows:   1. Preliminary Examination: for general compliance and completeness. 2. Qualification Evaluation: as per Section III (2) 3. Technical Factors (Scoring): as per below weightage as stipulated in Section III (3)- Minimum passing score: 70%  |  |  | | --- | --- | | The technical factors (sub-factors) and the corresponding weight out of 100% are: | | | Technical Factor | *Weight in percentage (insert weight in %)* | | 1. Design Proposal; | 20 | | 1. Method Statement for key construction activities; | 15 | | 1. Construction Management Strategy; | 15 | | 1. Illustrative Program; | 10 | | 1. Risk Management Plan | 10 | | 1. Testing and Commissioning Strategy; | 10 | | 1. Contractor’s Representative and Key Personnel and Organisation Chart | 10 | | 1. Designer’s Personnel and Organisation Chart (should meet the minimum requirement set in the Employer’s requirement); | 10 | | TOTAL | 100 |   Financial Part: as stipulated in Section III (6) |
| **ITT 32.1** | The single currency for price conversions is: **United States Dollar**  The source of official selling rates is: **Maldives Monetary Authority**  The date of exchange rates is**: 7 days prior to bid submission date.** |
| **ITT 35.1** | Not Applicable. |
| **ITT 42.1** | The Adjudicator proposed by the Employer is**: Ministry of Finance and Planning** |
| **ITT 45.1** | The procedures for making a Procurement-related Complaint are detailed in the Chapter 11 of the Public Financial Regulation of the Maldives If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer shall submit its complaint following these procedures, In Writing to:  For the attention: Ms. Fathimath Rishfa Ahmed  Title/position: Chief Procurement Executive  Employer: National Tender Department  Ministry of Finance and Planning  Email address: [ibrahim.aflah@finance.gov.mv](mailto:ibrahim.aflah@finance.gov.mv)  tender[@finance.gov.mv](mailto:ibrahim.aflah@finance.gov.mv) |

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate Tenders~~.~~ In accordance with ITT 34 and ITT 36, no other methods, criteria and factors shall be used. The Tenderer shall provide all the information requested in the forms included in Section IV (Tendering Forms).

* + - 1. Evaluation

In addition to the technical factors listed in ITT 30.4 the following criteria shall apply

**1.1 General Requirements**

Each bid will be checked for general compliance and completeness. If any of these documents or information is missing, the tender may be rejected. The Employer shall examine the technical aspects of the Tender submitted, the Quality Submission in particular, to confirm that all requirements have been met without any material deviation, reservation or omission.

Under the single-stage, single-envelope procedure, both the technical and financial aspects of the bid will be evaluated together. The technical submission will be assessed first, with a minimum score of 70% required for the price evaluation including financial part to be considered.

The Employer will award the Contract to the tenderer whose tender is determined to be technically compliant to the tender documents and who has offered the most advantageous proposal based on the financial as outlined above and subject to possessing the capability and resources to effectively carry out the Contract Works.

Tax clearance of the lowest evaluated bidder shall be checked prior to contract award.

The sections of the Tender which will be evaluated are described in the Table.

|  |  |  |
| --- | --- | --- |
| Table 1: Tender Documents | | |
| Package | Contents | Notes |
| Technical Part | Letter of Tender – Technical Part | Must be provided. Otherwise the Tender shall be declared non-compliant |
| Original and Compliant Tender Security |
| Evidence of authorised signatories |
| Confirmation of Contractor composition |
| Contract Data Sheet |
| Qualification Forms: | The Tenderer must satisfy the requirements stated in Section III Evaluation and Qualification Criteria, 2. Qualification |
| a) Form ELI – 1.1: Tenderer’s Information Sheet  b) Form ELI – 1.2: Joint Venture Information Sheet  c) Form CON -2 Historical Contract Non-Performance, Pending Litigation & Arbitration, Litigation History  e) Form FIN -3.1: Historical Financial Performance  f) Form FIN - 3.2: Average Annual Construction Turnover  g) Form FIN – 3.3: Current Contract Commitments  h) Form FIN – 3.4: Financial Resources Requirement  j) Form EXP –4.1: Contracts of Similar Size and Nature  k) Form EXP –4.2: Construction Experience in Key Activities |
| Design Proposal | Scored |
| Method Statement for key construction activities; | Scored |
| Construction Management Strategy; | Scored |
| Illustrative Program; | Scored |
| Risk Management Plan | Scored |
| Testing and Commissioning Strategy; | Scored |
| Contractor’s Representative, Key Personnel and Organisation Chart | Scored |
| Designer’s Personnel and Organisation Chart | Scored |
| Financial Part | Price Schedule | Must be provided. Otherwise the Tender shall be declared non-compliant |
| Repayment Schedule | Must be provided. Otherwise the Tender shall be declared non-compliant |
| Schedule of Activities | Must be provided. Otherwise the Tender shall be declared non-compliant |
| Any other documents required under Section III – (6) Financing terms | Must be provided. Otherwise the Tender shall be declared non-compliant |

* + - 1. Qualification

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

| **Factor** | 2.2 Historical Contract Non-Performance, Pending Litigation & Arbitration and Litigation History | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| Sub-Factor | Criteria | | | | | Documentation Required[[1]](#footnote-1) |
| Requirement | Tenderer | | | |
| Single Entity | Joint Venture, Consortium or Association | | |
| All partners combined | Each partner | At least one partner |
| 2.2.1 History of Non-Performing Contracts | Non-performance of a contract[[2]](#footnote-2) did not occur as a result of contractor default during the past 5 years preceding the deadline for bid submission. | Must meet requirement1 & 2 | Must meet requirements | Must meet requirement[[3]](#footnote-3) | N/A | Form CON-2 |
| 2.2.2 Pending Litigation and Arbitration | All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50% percent of the Bidder’s net worth calculated as the difference between total assets and total liabilities. | Must meet requirement | N/A | Must meet requirement[[4]](#footnote-4) | N/A | Form CON – 2 |
| **2.2.3 Litigation History** | No consistent history of court/arbitral award decisions against the Bidder[[5]](#footnote-5) during the past 5 years preceding the deadline for bid submission. | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Form CON – 2 |

| **Factor** | 2.3 Financial Situation | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| Sub-Factor | Criteria | | | | | Documentation Required |
| Requirement | Tenderer | | | |
| Single Entity | Joint Venture, Consortium or Association | | |
| All partners combined | Each partner | At least one partner |
| 2.3.1 Historical Financial Performance | Submission of audited balance sheets or if not required by the law of the Tenderer’s country, other financial statements acceptable to the Employer, for the last **three (3)** years to demonstrate the current soundness of the Tenderers financial position and its prospective long-term profitability. As a minimum, the Bidder's net worth for the last year, calculated as the difference between total assets and total liabilities should be positive. | Must meet requirement | N/A | Must meet requirement | N/A | Form FIN –3.1 with attachments |
| 2.3.2. Average Annual Turnover | Minimum average annual turnover of **MVR 431,000,000.00 (MVR 430 million)**, within the last **three (3)** years. | Must meet requirement | Must meet requirement | Must meet  five percent (5 %) of the requirement | Must meet  Twenty percent (20%) of the requirement | Form FIN –3.2 |
| 2.3.3. Financial Resources | The Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit[[6]](#footnote-6), and other financial means, other than any contractual advance payments to meet:  (i) the following cash-flow requirement:  **MVR 129,000,000.00 (MVR 129 million)** | Must meet requirement | Must meet requirement | Must meet  Five percent (5 %) of the requirement | Must meet  Twenty percent (20%) of the requirement | Form FIN –3.3 and FIN - 3.4 |

| **Factor** | 2.4 Experience | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| Sub-Factor | Criteria | | | | | Documentation Required |
| Requirement | Tenderer | | | |
| Single Entity | Joint Venture, Consortium or Association | | |
| All partners combined | Each partner | At least one partner |
| 2.4.1 General Experience | Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last **3** years prior to the applications submission deadline. | Must meet requirement | N/A | Must meet requirement | N/A | Form EXP-4.1 |
| 2.4.2 Specific Experience | Participation as contractor, management contractor, or subcontractor[[7]](#footnote-7), in at least **the minimum number of** contracts[[8]](#footnote-8) within the last **10** years, **as given below** that have been successfully[[9]](#footnote-9) or substantially[[10]](#footnote-10) completed and that are similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described inSection VI,Employer’s Requirements.  (i) **1 contract**, with minimum value of **MVR 300,000,000.00**  Or  (ii) **Less than or equal to 3 Contracts**, each with a minimum value of MVR 80,000,000.00 but with total value of all contracts equal or more than MVR 300,000,000.00  Or  (iii) **Less than or equal to 5 contracts**, each with a minimum value MVR 50,000,000.00 but with total value of all contracts equal or more than MVR 300,000,000.00 | Must meet requirement | Must meet requirements for all characteristics | N / A | Must meet requirement for one characteristic | Form EXP 4.2 |

* + - 1. Evaluation of TECHNICAL PART (Scored Items)

The evaluation of TECHNICAL PART for scored items shall be conducted in accordance with this Section.

Tenderers should note that the lists of Key Personnel and proposed Subcontractors and Suppliers shall become contractual commitments through incorporation of the same into the Contract as Schedules to the Contract.

* 1. TECHNICAL PART - Part 1 (Design Proposal)

Evaluation of Part 1 of each tenderer’s submission shall be undertaken in accordance with the scoring system set out below:

| **Scoring of Part 1 (Design Proposal)** | | |
| --- | --- | --- |
| **Strength of response** | **Tenderer’s Proposals** | **Score** |
| Weak | The submission demonstrates that the tenderer has a poor understanding of the issues to be addressed in undertaking the Design and/or provides only weak confidence that the Design will be undertaken in a satisfactory manner. | 0-2 |
| Acceptable | The submission demonstrates that the tenderer has an acceptable understanding of the issues to be addressed in undertaking the Design and/or provides an acceptable level of confidence that the Design will be undertaken in a satisfactory manner. | 3-5 |
| Good | The submission demonstrates that the tenderer has fully understood the issues to be addressed in undertaking the Design and/or provides a high level of confidence that the Design will be undertaken in a satisfactory manner. | 6-8 |
| Excellent | The submission demonstrates that the tenderer has an excellent understanding of the issues to be addressed in the Design and/or provides a very high level of confidence that the Design will be undertaken in a satisfactory manner. | 9-10 |

* 1. TECHNICAL PART - Part 2 (Method Statements for Key Construction activities)

Evaluation of Part 2 of each tenderer’s submission shall be undertaken in accordance with the scoring system set out below:

| **Scoring of Part 2 (Method Statements for Key Construction activities)** | | |
| --- | --- | --- |
| **Strength of response** | **Tenderer’s Proposals** | **Score** |
| Weak | The submission demonstrates that the tenderer has a poor understanding of the issues to be addressed in undertaking the Works and/or provides only weak confidence that the Works will be undertaken in a satisfactory manner. | 0-2 |
| Acceptable | The submission demonstrates that the tenderer has an acceptable understanding of the issues to be addressed in undertaking the Works and/or provides an acceptable level of confidence that the Works will be undertaken in a satisfactory manner. | 3-5 |
| Good | The submission demonstrates that the tenderer has fully understood the issues to be addressed in undertaking the Works and/or provides a high level of confidence that the Works will be undertaken in a satisfactory manner. | 6-8 |
| Excellent | The submission demonstrates that the tenderer has an excellent understanding of the issues to be addressed in the Works and/or provides a very high level of confidence that the Works will be undertaken in a satisfactory manner. | 9-10 |

* 1. TECHNICAL PART - Part 3 (Construction Management Strategy)

Evaluation of Part 3 of each tenderer’s submission shall be undertaken in accordance with the scoring system set out below:

| **Scoring of Part 3 (Construction and/or Erection Management Strategy)** | | |
| --- | --- | --- |
| **Strength of response** | **Tenderer’s Proposals** | **Score** |
| Weak | The submission demonstrates that the tenderer’s proposed Construction strategy of the Works shows a poor understanding of the scope of the Works and strategy are uncoordinated and provides only weak confidence that the Works will be delivered in accordance with the Employer’s requirement. | 0-2 |
| Acceptable | The submission demonstrates that the tenderer’s proposed Construction strategy of the Works shows an acceptable understanding of the scope of the Works and logical work strategy has been adapted and/or provides an acceptable level of confidence that the Works will be delivered in accordance with the Employer’s requirement. | 3-5 |
| Good | The submission demonstrates that the tenderer’s proposed Construction strategy of the Works shows a good understanding of the scope of the Works and good logical and practical strategy has been adapted and/or provides a high level of confidence that the Works will be delivered in accordance with the Employer’s requirement. | 6-8 |
| Excellent | The submission demonstrates that the tenderer’s proposed Construction strategy of the Works shows an excellent understanding of the scope of the Works and high-level industry standards and strategy has been adapted to implement the work scope and/or provides a very high level of confidence that the Works will be delivered in accordance with the Employer’s requirement. | 9-10 |

* 1. TECHNICAL PART - Part 4 (Illustrative Program)

The Illustrative Programme shall be submitted in Microsoft Project or Compatible Software package.

Evaluation of Part 4 of each tenderer’s submission shall be undertaken in accordance with the scoring system set out below:

| **Scoring of Part 4 (Illustrative Program)** | | |
| --- | --- | --- |
| **Strength of response** | **Tenderer’s Proposals** | **Score** |
| Weak | The submission demonstrates that the tenderer’s proposed programming of the Works shows a poor understanding of the scope of the Works and the external constraints on the programming of the Works and/or provides only weak confidence that the Works will be delivered in accordance with the Illustrative Program. | 0-2 |
| Acceptable | The submission demonstrates that the tenderer’s proposed programming of the Works shows an acceptable understanding of the scope of the Works and the external constraints on the programming of the Works and/or provides an acceptable level of confidence that the Works will be delivered in accordance with the Illustrative Program. | 3-5 |
| Good | The submission demonstrates that the tenderer’s proposed programming of the Works shows a good understanding of the scope of the Works and the external constraints on the programming of the Works and/or provides a high level of confidence that the Works will be delivered in accordance with the Illustrative Program. | 6-8 |
| Excellent | The submission demonstrates that the tenderer’s proposed programming of the Works shows an excellent understanding of the scope of the Works and the external constraints on the programming of the Works and/or provides a very high level of confidence that the Works will be delivered in accordance Illustrative Program. | 9-10 |

* 1. TECHNICAL PART - Part 5 (Risk Management Plan)

Evaluation of Part 5 of each tenderer’s submission shall be undertaken in accordance with the scoring system set out below:

| **Scoring of Part 5 (Risk Register)** | | |
| --- | --- | --- |
| **Strength of Response** | **Tenderer’s Proposals** | **Score** |
| Weak | The proposal demonstrates that the tenderer has a poor understanding of the technical, logistical and management challenges of the Works, and/or that its approach to mitigation and management of risk will not be adequately comprehensive, effective and robust. | 0-4 |
| Acceptable | The proposal demonstrates that the tenderer has understood the technical, logistical and management challenges of the Works to an acceptable level, and/or that its approach to mitigation and management of risk appears to be sufficiently comprehensive, effective and robust. | 5-6 |
| Good | The proposal demonstrates that the tenderer’s understanding of the technical, logistical and management challenges of the Works is good, and/or that its approach to mitigation and management of risk appears to be comprehensive, effective and robust to a better than average degree. | 7-8 |
| Excellent | The proposal demonstrates that the tenderer’s understanding of the technical, logistical and management challenges of the Works is excellent, and/or that its approach to mitigation and management of risk appears to be comprehensive, effective and robust. | 9-10 |

* 1. TECHNICAL PART - Part 6 (Testing and Commissioning Strategy)

Evaluation of Part 6 of each Tender shall be undertaken in accordance with the scoring system set out below:

| **Scoring of Part 6 (Testing and Commissioning Strategy)** | | |
| --- | --- | --- |
| **Strength of Response** | **Tenderer’s Proposals** | **Score** |
| Weak | The submission demonstrates that the tenderer’s proposed testing and commissioning strategy is poorly suited to the scope of Works and/or provides only weak confidence that the Works will be undertaken in a satisfactory manner and that the quality of the Works will be acceptable. | 0-4 |
| Acceptable | The submission demonstrates that the tenderer’s proposed testing and commissioning strategy is acceptably suited to the scope of Works and/or provides an acceptable level of confidence that the Works will be undertaken in a satisfactory manner and that the quality of the Works will be acceptable. | 5-6 |
| Good | The submission demonstrates that the tenderer’s proposed testing and commissioning strategy is well suited to the scope of Works and/or provides a high level of confidence that the Works will be undertaken in a satisfactory manner and that the quality of the Works will be acceptable. | 7-8 |
| Excellent | The submission demonstrates that the tenderer’s proposed testing and commissioning strategy is very well suited to the scope of Works and/or provides a very high level of confidence that the Works will be undertaken in a satisfactory manner and that the quality of the Works will be acceptable. | 9-10 |

* 1. TECHNICAL PART - Part 7 (Contractor’s Representative, Key Personnel and Organisation Chart)

Evaluation of Part 7 of each tenderer’s submission shall be undertaken in accordance with the scoring system set out below:

| **Scoring Part 7 (Contractor’s Representative and Key Personnel and Organisation Charts)** | | |
| --- | --- | --- |
| **Strength of response** | **Tenderer’s Proposals** | **Score** |
| Weak | The submission demonstrates that the tenderer’s proposed Contractor’s Representative, Key Personnel and management organisation are poorly suited to the scope of Works and/or provides only weak confidence that the Works will be undertaken in a satisfactory manner. | 0-2 |
| Acceptable | The submission demonstrates that the tenderer’s proposed Contractor’s Representative, Key Personnel and management organisation are acceptably suited to the scope of Works and/or provides an acceptable level of confidence that the Works will be undertaken in a satisfactory manner. | 3-5 |
| Good | The submission demonstrates that the tenderer’s proposed Contractor’s Representative, Key Personnel and management organisation are well suited to the scope of Works and/or provides a high level of confidence that the Works will be undertaken in a satisfactory manner. | 6-8 |
| Excellent | The submission demonstrates that the tenderer’s proposed Contractor’s Representative, Key Personnel and management organisation are very well suited to the scope of Works and/or provides a very high level of confidence that the Works will be undertaken in a satisfactory manner. | 9-10 |

* 1. TECHNICAL PART - Part 8 (Designer’s Personnel and Organisation Chart)

Evaluation of Part 8 of each tenderer’s submission shall be undertaken in accordance with the scoring system set out below:

| **Scoring Part 8 (Designer’s Personnel and Organisation Chart)** | | |
| --- | --- | --- |
| **Strength of response** | **Tenderer’s Proposals** | **Score** |
| Weak | The submission demonstrates that the tenderer’s proposed Designer’s Experience, Key Personnel and Organisation are poorly suited to the scope of Works and/or provides only weak confidence that the Works will be undertaken in a satisfactory manner. | 0-2 |
| Acceptable | The submission demonstrates that the tenderer’s proposed Designer’s Experience, Key Personnel and Organisation are acceptably suited to the scope of Works and/or provides an acceptable level of confidence that the Works will be undertaken in a satisfactory manner. | 3-5 |
| Good | The submission demonstrates that the tenderer’s proposed Designer’s Experience, Key Personnel and Organisation are well suited to the scope of Works and/or provides a high level of confidence that the Works will be undertaken in a satisfactory manner. | 6-8 |
| Excellent | The submission demonstrates that the tenderer’s proposed Designer’s Experience, Key Personnel and Organisation are very well suited to the scope of Works and/or provides a very high level of confidence that the Works will be undertaken in a satisfactory manner. | 9-10 |

* 1. Combined Quality Score for TECHNICAL PART

The combined quality score for TECHNICAL PACKAGE shall be calculated by applying the weightings in the table below to the individual quality scores evaluated in accordance with this Section. Each tenderer’s score for TECHNICAL PACKAGE shall be rounded to the nearest two decimal places.

|  |  |  |  |
| --- | --- | --- | --- |
| **Combined Quality Score** | | | |
| **Evaluation Area** | **Score  (out of 100) (a)** | **Weighting (b)** | **Total Weighted Score (a) x (b)** |
| 1 – Design Proposal |  | 20% |  |
| 2 – Method Statements for key construction activities |  | 15% |  |
| 3 – Construction Management Strategy |  | 15% |  |
| 4 – Illustrative Program |  | 10% |  |
| 5 – Risk Management Plan |  | 10% |  |
| 6 – Testing and Commissioning Strategy |  | 10% |  |
| 7 – Contractor’s Representative, Key Personnel and Organisation Chart |  | 10% |  |
| 8 – Designer’s Personnel and Organisation Chart (should meet the minimum requirement set in the Employer’s requirement); |  | 10% |  |
| Total Quality Score (out of 100) |  | 100% |  |

1. Completion Time

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

Not Applicable

1. Technical Alternatives

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

Not Applicable

1. Financing Terms

The Bidding Price shall include both **construction** and **financing cost** of the project (inclusive of all costs and taxes).

**Financing Responsibility**

The Contractor shall be solely responsible for arranging and securing all necessary financing for the execution of the project. The Government will not assume any liability for the Contractor’s financing arrangements.

**Grace Period and Repayment Start**

A minimum grace period equivalent to the contractor’s proposed construction period shall be included in the financing proposal, and the grace period shall automatically extend in the event of any delay in the construction period, to match the actual duration of construction.

### Financial Proposal Submission Requirements

Bidders must submit:

A detailed financing proposal with clearly defined:

* Interest rate or financing cost
* Loan tenure and grace period
* Total financing cost over the repayment period
* Currency of financing
* Draft repayment schedule (commencing after construction)
  + Principal Amount.
  + Tabulation of cumulative amount proposed for the number of years.
  + Annual Repayment amount.
* Evidence of commitment or intent from the financing institution(s)

### Evaluation of Financing Component

The financing component will be evaluated based on:

* Total cost to the Government over the repayment period
* Clarity and feasibility of the repayment plan
* Conformity to the required grace period
* Level of financial commitment (term sheet or intent letter)

### Disbursement and Construction Payments

The Contractor shall bear the full responsibility of disbursement and payment to suppliers, subcontractors, and workers during construction. The Government shall not make any interim payments during the construction phase.

### Repayment Terms

Repayment shall commence only after the issuance of Completion Certificate and/or successful commissioning of the project. The exact commencement date and repayment frequency shall be agreed at contract signing, aligned with the submitted proposal.

Section IV – Tendering Forms

**Tender Forms**

**Letter of Tender**

*INSTRUCTIONS TO TENDERERS*

|  |
| --- |
| *INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*  *Place this Letter of Tender in the first envelope “TECHNICAL PART”.*  *The Tenderer must prepare the Letter of Tender on stationery with its letterhead clearly showing the Tenderer’s complete name and business address.* |

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

**Tender No.:** *[insert number of TENDER process]*

**Request for Tender No.**: *[insert identification]*

**Alternative No.**: *[insert identification No if this is a Tender for an alternative]*

To: Ms. Fathimath Rishfa Ahmed,

Chief Procurement Executive,

National Tender Department

Ministry of Finance and Planning

Ameenee Magu, Male’, 20379

Republic of Maldives

We, the undersigned, declare that:

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

**(TES/2025/W-135 – Design and Build of Court Complex under Contractor Financing**

1. The total lump-sum fixed price of our Tender, excluding Goods and Services Tax (GST) in item (d) and excluding any discounts offered in item (e) below is: …………………………………………………………….;*[amount in numbers & words]*
2. The amount for Goods and Services Tax (GST) is …………………………………………. *[amount in numbers & words]*
3. (i) The discounts offered are ……………………………….  
   (ii) The methodology for application of discount are: ………………………………;
4. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible and to complete the whole of the Works comprised in the Contract within the duration stipulated in **PCC 1.1 (v).**
5. Our Tender shall be valid for the period specified in **ITT 18.1** from the date fixed for the Tender submission deadline in accordance with the Tendering Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
6. If price adjustment provisions apply, the Table(s) of Adjustment Data shall be considered part of this Tender;[[11]](#footnote-11)
7. If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering Document;
8. Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;
9. We, including any subcontractors or suppliers for any part of the contract, are eligible in accordance with ITT Sub-Clause 4.3 and do not have any conflict of interest in accordance with ITT 4.4;
10. We are not participating, as a Tenderer or as a subcontractor, in more than one Tender in this tendering process in accordance with ITT 4.4, other than alternative offers submitted in accordance with ITT 13;
11. Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been suspended from public procurement by the Government, under the laws or official regulations of the Republic of Maldives;
12. We are not a government owned entity/We are a government owned entity but meet the requirements of ITT 4.6;[[12]](#footnote-12)
13. 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 |
|  |  |  |  |
|  |  |  |  |

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

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

*Note: For a joint venture, either;*

*(a) all members shall sign (shall be signed by the authorised signatory holding the power of attorney to sign on behalf of the company)*

*(b) only the lead member (authorised signatory shall have the power of attorney to sign on behalf of the lead member AND lead member shall have the power of attorney by all members of the joint venture to sign on behalf of them)*

**Form ELI 1.1**

**Tenderer Information Sheet**

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

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

Invitation No: [Insert reference no]

Procurement Reference No.: [insert reference number]

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

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

**Form ELI 1.2**

**Party to Joint Venture Information Sheet**

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

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

Invitation No: [Insert reference no]

Procurement Reference No.: [insert reference]

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

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

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

Each Tenderer must fill out this form if so required under Criterion 2.2 of Section 3 (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

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

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

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Historical Contract Non- Performance, in accordance with Section III, Evaluation and Qualification Criteria in, Sub-Factor 2.2.1** | | | | | | | |
|  Contract non-performance did not occur since 1st January *[insert year]*   Contract(s) not performed since 1st January *[insert year]* | | | | | | | |
| **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 nonperformance: *[indicate main reason(s)]* | | | *[insert amount]* | |
| **Pending Litigation and Arbitration, in accordance with Section III, Evaluation and Qualification Criteria in, Sub-Factor 2.2.2** | | | | | | | |
|  No pending litigation and Arbitration | | | | | | | |
|  Pending litigation. | | | | | | | |
|  | | | | | | | |
| **Year of dispute** | | | **Amount in dispute (currency)** | | **Contract Identification** | **Total Contract Amount (currency), MVR** | |
|  | | |  | | Contract Identification: \_\_\_\_\_\_\_\_\_  Name of Employer: \_\_\_\_\_\_\_\_\_\_\_\_  Address of Employer: \_\_\_\_\_\_\_\_\_\_  Matter in dispute: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Party who initiated the dispute: \_\_\_\_  Status of dispute: *\_\_\_\_\_\_\_\_\_\_\_* |  | |
|  | | |  | | Contract Identification:  Name of Employer:  Address of Employer:  Matter in dispute:  Party who initiated the dispute:  Status of dispute: |  | |
| **Litigation History, in accordance with Section III, Evaluation and Qualification Criteria in, Sub-Factor 2.2.3** | | | | | | | |
|  No Litigation History   Litigation History | | | | | | | |
| **Year of award** | | | **Outcome as percentage of Net Worth** | | **Contract Identification** | **Total Contract Amount (currency), MVR** | | |
| *[insert year]* | | | *[insert 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]*  Matter in dispute: *[indicate main issues in dispute]*  Party who initiated the dispute: *[indicate “Employer”]*  Reason(s) for Litigation and award decision *[indicate main reason(s)]* | *[insert amount]* | | |
| *[insert year]* | | | *[insert 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]*  Matter in dispute: *[indicate main issues in dispute]*  Party who initiated the dispute: *[indicate “Employer”]*  Reason(s) for Litigation and award decision *[indicate main reason(s)]* | *[insert amount]* | | |
| I/we hereby declare that, except as disclosed above, there is no action, suit, proceeding, investigation, adjudication, arbitration, or litigation pending or, to the best of our knowledge, threatened against the Proponent (including all members of the consortium, if applicable), which either individually or in aggregate, could, if resolved adversely, materially affect the execution or performance of the proposed project, or impair our ability to fulfill the obligations set out under the resulting Agreement/Contract.  I/we further declare that the information provided herein is true, complete, and correct, and that this declaration is made in good faith and without concealment of any material facts.  I/we understand that any misrepresentation or concealment of relevant information may lead to disqualification from the procurement process or termination of the contract, if awarded.  I/we make this declaration under penalty of perjury, fully aware of the legal consequences of making a false statement. | | | | | | | | |

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

duly authorised to sign tenders for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Company Seal

**Form FIN – 3.1**

**Financial Situation**

**Historical Financial Performance**

##### Each Tenderer must fill out this form.

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

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

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

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

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

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

**Form FIN – 3.2**

Average Annual Turnover

##### Each Tenderer must fill out this form.

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

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

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

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

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

**Form FIN 3.3**

Current Contract Commitments

##### Each Tenderer must fill out this form.

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

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

Joint Venture Partner: ………………………………….

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

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

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

Form FIN 3.4

Financial Resources

##### Each Tenderer must fill out this form.

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

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

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

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

**Form EXP 4.1**

General Experience

##### Each Tenderer must fill out this form.

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

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

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

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

**Form EXP – 4.2**

Specific Experience

##### Each Tenderer must fill out this form.

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

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

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

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

Schedule of Activities

*Please refer to Appendix A*

*[To be completed by the Tenderer]*

**Technical Tender Forms (Scored Items)**

1. Design Proposal
2. Method Statement for Key Construction Activities
3. Construction Management Strategy
4. Illustrative Program
5. Risk Management Plan
6. Testing and Commissioning Strategy
7. Contractor’s Representative and Key Personnel and Organisation Chart
8. Designer’s Personnel and Organisation Chart

**Design Proposal**

The Tenderer shall submit a design methodology, which shall include as a minimum:

1. Design Proposal Report
2. Design Proposal Drawing – Tenderers are required to submit a Preliminary Concept Design that illustrates spaces and functions outlined in the Area Programme. The reference drawings provided with this Tender Document may be used as a basis for developing the concept and for preparing the corresponding cost estimates.

As this is a Design and Build project, the successful bidder shall be fully responsible for the development of the detailed design in accordance with the Employer’s Requirements.

The Design Proposal Report shall comprise no more than 30 single sided A4 pages. Drawings, diagrams, figures and charts may be appended to each method Design Proposal and shall not contribute to the page limit.

The elements of the works scope that the tenderer judges to be critical to the successful execution and completion of the Works shall be included. As a minimum these shall include and shall be scored as below for the section:

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Weightage (a)** | **Scored out of 10 (b)** | **Final Score (a) x (b)** |
| 1. The Tenderer shall provide a comprehensive description of the proposed design approach, highlighting key features and architectural concepts. The submission shall also outline the basic structural system, intended MEP (Mechanical, Electrical, and Plumbing) strategies, team composition, summary of the Employer’s key requirements, and the Tenderer’s interpretation of the site context, spatial requirements, and end-user profiles. | 2 |  |  |
| 1. The Tenderer should provide a design statement setting out the flow of achieving the Employer’s Requirement and its specific components. The methodology to approach the design of following components should be demonstrated as a minimum;    1. Substructure    2. Superstructure    3. Roofing system    4. Services and Utilities    5. Any other design/fucntional feature | 1.5  1.5  1  2  1 |  |  |
| 1. The Tenderer must briefly describe their approach to optimise the design and construction in terms of -efficiency, sustainability, and social responsibility, without compromising on functionality or quality. | 1 |  |  |
| **Total** | **10** |  |  |

**Insert information below**

|  |  |  |  |
| --- | --- | --- | --- |
| **Date** |  | | |
| **Signature** |  | **In the capacity of** |  |
| **Name (block capitals)** |  | | |
| **Duly authorised to sign the Tender for and on behalf of** | [Insert name of tenderer] | | |
| **Address** |  | | |
| **Telephone Number** |  | | |
| **E-mail Address** |  | | |

**Method Statement for Key Construction Activities**

The Tenderers shall submit outline method statements for each of the elements of the works scope that the tenderer judges to be critical to the successful execution and completion of the Works. One Method statement per work scope shall be submitted and if more than one is submitted the least scoring method statement shall be taken for purpose of evaluation. As a minimum these shall include:

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Weightage (a)** | **Scored out of 10 (b)** | **Final Score (a) x (b)** |
| 1. Substructure | 2 |  |  |
| 1. Superstructure | 2 |  |  |
| 1. Roofing Works | 1 |  |  |
| 1. Civil Works and Finishing Works | 2.5 |  |  |
| 1. Other building services: MEP, ICT and Building Management system etc | 1.5 |  |  |
| 1. External Facilities and Landscaping | 1 |  |  |
| **Total** | **10** |  |  |

Each method statement should address (but not be limited to) such issues as:

1. 35% - Suitability of the method statement to execute the works intended
2. 25% - Identify key areas of the work items
3. 25% - Contractor’s equipment for the works
4. 10% - Transport and Handling of the material for the works
5. 5% - Programming of relative items of the site in relation to site constraints.

Each method statement shall comprise no more than 15 single-sided A4 pages. Diagrams, figures and charts may be appended to each method statement and shall not contribute to the page limit.

**Insert information below**

|  |  |  |  |
| --- | --- | --- | --- |
| **Date** |  | | |
| **Signature** |  | **In the capacity of** |  |
| **Name (block capitals)** |  | | |
| **Duly authorised to sign the Tender for and on behalf of** | [Insert name of tenderer] | | |
| **Address** |  | | |
| **Telephone Number** |  | | |
| **E-mail Address** |  | | |

**Construction Management Strategy**

The Tenderer shall provide a brief overview of their proposed construction management approach. This should include the planned construction sequence, site management practices, health and safety measures, quality control procedures, resource allocation (labour, equipment, materials), and timeline for completing the works. The Tenderer should also highlight how disruptions will be minimised and how coordination with stakeholders will be managed throughout the construction period. The criteria is as follows;

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Weightage (a)** | **Scored out of 10 (b)** | **Final Score (a) x (b)** |
| * + - * 1. organizational arrangements for the construction management including: team structure, roles and responsibilities, interface arrangements, approval procedures and quality assurance arrangements; | 1.5 |  |  |
| * + - * 1. subcontractor selection and management; | 1.5 |  |  |
| * + - * 1. stakeholder engagement; | 1 |  |  |
| * + - * 1. site setup tenders including access, accommodation, welfare facilities, arrangement for plant and material storage; | 1 |  |  |
| * + - * 1. management of conflicting activities; | 1 |  |  |
| * + - * 1. preparation, approval and implementation of the Contractor’s environmental and social management plan; | 1 |  |  |
| * + - * 1. preparation, approval and implementation of the Contractor’s occupational and community health and safety management plan; | 0.5 |  |  |
| * + - * 1. reporting arrangements, including topics (that include Environmental Services) and timescales in accordance with the Particular Conditions Metrics for Progress Reports; | 1 |  |  |
| * + - * 1. arrangements for site handover, including completion of as-built drawings, preparation of operation and maintenance manuals, and any other relevant aspects; | 0.5 |  |  |
| * + - * 1. Sequence of work, safety considerations, pre-commissioning testing; | 1 |  |  |
| **Total** | **10** |  |  |

Each construction and/or erection management strategy shall comprise no more than 15 single-sided A4 pages. Diagrams, figures and charts may be appended to each method statement and shall not contribute to the page limit.

**Insert information below**

|  |  |  |  |
| --- | --- | --- | --- |
| **Date** |  | | |
| **Signature** |  | **In the capacity of** |  |
| **Name (block capitals)** |  | | |
| **Duly authorised to sign the Tender for and on behalf of** | [Insert name of tenderer] | | |
| **Address** |  | | |
| **Telephone Number** |  | | |
| **E-mail Address** |  | | |

**Illustrative Program**

The Tenderer shall submit an Illustrative Program which incorporates the sequence of works the Tenderer intends to follow for all the Works under the Contract. Tenderers shall supply an illustrative programme for the execution and completion of the Works providing the following:

1. the order in which the tenderer intends to carry out the Works, including the anticipated timing of each stage of design, Contractor’s Documents, procurement, manufacture of Plant, delivery to Site, construction erection and testing,
2. each of these stages for work by each named Subcontractor,
3. the sequence and timing of inspections and tests specified in the Contract,
4. all dates, times and milestones specified in the Contract, in particular the Commencement Date and the Time for Completion for each Section,
5. when the tenderer plans to complete the Works,
6. the logical links and dependencies between activities, the critical path or paths,
7. detailed manpower plan showing individual trades and required timings and relationship to program, and
8. the dates by which the tenderer requires any information or anything else which the Employer is required to provide to the Contractor, including access dates for various sections of the Site.

The Illustrative Program should cover for the execution and completion of the Works providing the following but not limited to:

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Weightage (a)** | **Scored out of 10 (b)** | **Final Score (a) x (b)** |
| Overall programme and key dates | 1.75 |  |  |
| Description of Preliminaries, Mobilisation Activities and Duration | 0.5 |  |  |
| Design process including the relevant approvals | 1 |  |  |
| The major construction activities including but not limited to: |  |  |  |
| 1.     Survey and Ground Investigation | 0.5 |  |  |
| 2.     Concreting works (substructure and superstructure) | 1.5 |  |  |
| 3. Roofing Works | 0.25 |  |  |
| 4.     Civil Works and Finishing Works | 0.75 |  |  |
| 5.     Other Building Service; ICT and Building Management services, etc | 0.85 |  |  |
| 8.     MEP systems including HVAC system | 1.5 |  |  |
| 9. External Facilities and Landscaping | 0.5 |  |  |
| Testing and Commissioning of all the components | 1 |  |  |
| **Total** | **10** |  |  |

The Illustrative Program shall be provided in both hard copy as A3 together with soft copy in MS Project compatible file format.

For the purposes of the Illustrative Program only, Tenderers should assume that the Commencement Date will be 1st August 2025.

|  |  |  |  |
| --- | --- | --- | --- |
| **Date** |  | | |
| **Signature** |  | **In the capacity of** |  |
| **Name (block capitals)** |  | | |
| **Duly authorised to sign the Tender for and on behalf of** | [Insert name of tenderer] | | |
| **Address** |  | | |
| **Telephone Number** |  | | |
| **E-mail Address** |  | | |

**Risk Management Plan**

Tenderers shall provide an indicative Risk Register for the Works (incorporating risks to health and safety and overall, to the project).

The risk assessment should be semi-quantitative and shall be composed of the following (as a minimum):

1. Risk title;
2. Risk cause;
3. Risk effect;
4. Measures to avoid, reduce or mitigate the risk.

|  |  |  |  |
| --- | --- | --- | --- |
| **Risk Register Category mark** | **Weightage (a)** | **Scored out of 10 (b)** | **Final Score**  **(a) x (b)** |
| Understanding of major risks | 4 |  |  |
| Realistic assessment of the risks | 3 |  |  |
| Measures to avoid, reduce and mitigate risks | 3 |  |  |
| **Total** | **10** |  |  |

The risk register shall be submitted in A3 format with a soft copy provided in Microsoft Excel compatible format.

**Insert information below**

|  |  |  |  |
| --- | --- | --- | --- |
| **Date** |  | | |
| **Signature** |  | **In the capacity of** |  |
| **Name (block capitals)** |  | | |
| **Duly authorised to sign the Tender for and on behalf of** | [Insert name of tenderer] | | |
| **Address** |  | | |
| **Telephone Number** |  | | |
| **E-mail Address** |  | | |

**Testing and Commissioning Strategy**

The Tenderer shall outline their approach to testing and commissioning of all building systems and services, including but not limited to electrical, mechanical, plumbing, fire safety, and ICT systems. The plan should describe the procedures to ensure that all systems are fully functional, compliant with relevant standards, and meet the Employer’s performance requirements. The Tenderer shall also indicate how system integration, inspections, certifications, and handover processes will be managed, including the provision of training and manuals where applicable.

The Tenderer shall submit a testing and commissioning strategy which addresses the following criteria:

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Weightage (a)** | **Scored out of 10 (b)** | **Final Score**  **(a) x (b)** |
| * + - * 1. Overall testing and commissioning plan upon completion of the whole works | 1 |  |  |
| * + - * 1. arrangements for testing and commissioning plan for specialized systems/components such as:   ICT including Court Room Conferencing System  HVAC Systems  Electrical network  Public health engineering system  Firefighting system  Fire detection  Fire alarm system & public address system  Access control system  Lifts/elevator system | 1  1  1  1  1  1  1  1  1  1 |  |  |
| Total | 10 |  |  |

**Insert information below**

|  |  |  |  |
| --- | --- | --- | --- |
| **Date** |  | | |
| **Signature** |  | **In the capacity of** |  |
| **Name (block capitals)** |  | | |
| **Duly authorised to sign the Tender for and on behalf of** | [Insert name of tenderer] | | |
| **Address** |  | | |
| **Telephone Number** |  | | |
| **E-mail Address** |  | | |
|  |  | | |

1. **Contractor’s Representative and Key Personnel and Organisation Chart**

The Tenderer shall demonstrate that it will have a suitably qualified Contractor’s Representative and suitably qualified (and in adequate numbers) minimum Key Personnel, The Tenderer shall provide details of their academic qualifications and work experience and complete the relevant Forms for Personnel (Form PER – 1: Proposed Personnel and Form Per-2: Resume of Proposed Personnel).

Except for the Project Manager, the same individual may be proposed for multiple roles and responsibilities, provided he/she meets the minimum qualifications and possesses relevant experience.

Only **One key personnel** for each position shall be submitted and if more than the required number of personnel are submitted for the same position, the least scored key personnel’s information from the submitted details shall only be considered for evaluation. The minimum key personnel requirement as below shall be demonstrated:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Quantity** | **Post** | **Weightage (a)** | **Scored out of 10 (b)** | **Final Score**  **(a) x (b)** |
| 1 | Project Manager | 2.25 |  |  |
| 2 | Structural Engineer | 0.5 |  |  |
| 1 | Civil Engineer – Construction Manager | 1 |  |  |
| 1 | Architect | 1.5 |  |  |
| 1 | Quantity Surveyor | 0.5 |  |  |
| 1 | Electrical Engineer | 0.5 |  |  |
| 1 | Mechanical Engineer - HVAC | 0.75 |  |  |
| 1 | Mechanical Engineer – Plumbing and Fire | 0.75 |  |  |
| 1 | Geotechnical Engineer | 0.25 |  |  |
| 1 | Electrical Engineer | 0.75 |  |  |
|  | ICT Engineer | 0.5 |  |  |
| 1 | Environmental Engineer | 0.25 |  |  |
| 1 | Civil Engineer - Quality Assurance and Quality Control Manager | 0.5 |  |  |
| Total | | 10 |  |  |

The minimum qualifications and experience for the Key Personnel are set out below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| # | Proposed  Position | Minimum Qualification | Total graduate -Qualification Experience (in years) | Experience in Similar\* Works (in years) | Number of Positions required |
| 1 | Project Manager | University degree in civil or Structural Engineering discipline or Project Management | 15 years | 10 years | 1 |
| 2 | Architect | University degree in Architectural discipline | 10 years | 7 years | 1 |
| 3 | Structural Engineer | University Degree in Structural discipline | 7 years | 5 years | 1 |
| 4 | Civil Engineer - Construction Manager | University degree in civil or structural engineering discipline | 7 years | 5 years | 1 |
| 5 | Architect – Construction Manager | University degree in Architectural discipline | 7 years | 7 years | 1 |
| 6 | Quantity surveyor | University degree in Quantity Surveying or related discipline | 7 years | 5 years | 1 |
| 7 | Electrical Engineer | University degree in Electrical Engineering discipline | 7 years | 5 years | 1 |
| 8 | Mechanical Engineer - HVAC | University degree in Mechanical Engineering discipline | 7 years | 5 years | 1 |
| 9 | Geotechnical Engineer | University degree in Civil Engineering discipline | 7 years | 5 years | When required |
| 10 | Mechanical Engineer – Plumbing and Fire | University degree in Mechanical Engineering discipline or related field | 7 years | 5 years | 1 |
| 11 | ICT Engineer | University degree in a related Engineering discipline or related field | 7 years | 5 years | 1 |
| 12 | Environmental Specialist | University degree in Environmental or Civil Engineering discipline or related field | 5 years | 5 years | When required |
| 13 | HSE Manager | University degree in related discipline | 5 years | 5 years | 1 |
| 14 | Civil Engineer - Quality Assurance and Quality Control Manager | University degree in a Civil or Structural Engineering discipline | 10 years | 7 years | 1 |

\*Similar Work is defined as work experience in a design and build of commercial building, institutional buildings (minimum 4 Buildings) and design and build of one institutional buildings. Except for the Project Manager, the same individual may be proposed for multiple roles and responsibilities, provided he/she meets the minimum qualifications and possesses relevant experience.

The minimum qualifications and experience for the Key Personnel are set out above.

The work experience of each key personnel shall be graded as follows:

* If the number of years meets the minimum criteria, a maximum score of 70% shall be allocated
* If the number of years exceed the minimum criteria by 3 years, a maximum score of 80% shall be allocated
* If the number of years exceed the minimum criteria by 4 years, the maximum score of 100% shall be allocated

The total allocated score for Key Personnel shall be graded as follows:

* Total minimum work experience (years) – 30%
* Experience in similar works (years) – 60%
* Qualification requirements – 10%

**Contractor’s Organisation Chart**

Tenderer shall supply an illustrative organisation chart detailing the position of the principal staff who will be responsible for the Works, including but not limited to the Key Personnel and the Project Manager (Contractor’s Representative), with names, positions, and lines of responsibility and reporting shown.

The total score for this criteria shall be calculated as follows:

* Contractor’s Key Personnel - 90%
* Contractor’s Organization Chart – 10%

**Insert information below**

|  |  |  |  |
| --- | --- | --- | --- |
| **Date** |  | | |
| **Signature** |  | **In the capacity of** |  |
| **Name (block capitals)** |  | | |
| **Duly authorised to sign the Tender for and on behalf of** | [Insert name of tenderer] | | |
| **Address** |  | | |
| **Telephone Number** |  | | |
| **E-mail Address** |  | | |

Forms for Personnel

**Form PER – 1: Proposed Personnel**

Tenderers should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed for contractor’s representative. The data on their experience should be supplied using the Form below for each candidate.

|  |  |
| --- | --- |
| **1.** | **Title of position** |
|  | **Name** |
| **2.** | **Title of position** |
|  | **Name** |
| **3.** | **Title of position** |
|  | **Name** |
| **4.** | **Title of position** |
|  | **Name** |
| **5.** | **Title of position** |
|  | **Name** |
| **6.** | **Title of position** |
|  | **Name** |
| **7.** | **Title of position** |
|  | **Name** |

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

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

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

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| From\* | To\* | Company, Project, Position, and Relevant Technical and Management Experience\* | Duties of the Contract | Period (Number of months of relevant experience) **\*** | Total number of years of relevant experience**\*** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**Designer’s Personnel and Organisation Chart**

A firm or individual may be proposed as the Designer, provided the proposed team meets the minimum qualifications and possesses relevant experience. The Tenderer shall submit an undertaking from the Designer(s) that they are providing design services for the Tender to the Tenderer.

The selected Contractor shall appoint Designer(s) submitted at Tender stage once Contract is awarded, whose qualification will be evaluated at the Tender stage. The Designer shall meet the below mentioned requirement:

1. Role of Designer in at least 2 commercial building or social housing flats or
2. Role of Designer in at least 1 large housing complex or similar.

The term “Designer” includes “associated company" or "associated companies" which in relation to the Designer means any company which is the holding company or subsidiary company or sister company of the Designer. If the Designer is with another tenderer, then this will be grounds for disqualification of the Tender submitted by the Tenderer.

Except for the Project Manager, the same individual may be proposed for multiple roles and responsibilities, provided he/she meets the minimum qualifications and possesses relevant experience.

The minimum key personnel requirement for the Designer as below shall be demonstrated:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Quantity** | **Post** | **Weightage (a)** | **Scored out of 10 (b)** | **Final Score**  **(a) x (b)** |
| 1 | Design Team Leader | 2 |  |  |
| 1 | Structural Engineer | 1 |  |  |
| 1 | Architect | 1.5 |  |  |
| 1 | Geotechnical Engineer | 1 |  |  |
| 1 | Mechanical Engineer – Plumbing, Fire | 1 |  |  |
| 1 | Mechanical Engineer - HVAC | 1 |  |  |
| 1 | Electrical Engineer | 1 |  |  |
| 1 | ICT Engineer | 1.5 |  |  |
| TOTAL | | 10 |  |  |

Except for the Project Manager, the same individual may be proposed for multiple roles and responsibilities, provided he/she meets the minimum qualifications and possesses relevant experience.

Only One Key Personnel for each position shall be submitted and if more than one is submitted, the least scored Key Personnel’s information shall be taken for purpose of evaluation.

The minimum qualifications and experience for the Designer’s key personnel are set out below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| # | Position | Number of personnel required | Minimum Qualification | Total Graduate Qualification Work Experience (Years) | Experience in similar work (years) |
| 1 | Design Team Leader \* (of Designer) | 1 | University degree in civil or structural engineering discipline; | 15 | At least 10 years of experience as the design team leader with overall responsibilities for Design and build of large housing development project or commercial building  At least 15 years of experience as the design team leader with overall responsibilities for detailed design large building infrastructure. |
| 2 | Structural Engineer \* | 1 | University degree in civil or structural engineering discipline | 10 | At least 5 years of experience as the lead Structural Engineer for detailed design of a multi storey building infrastructure. |
| 3 | Architect\* | 1 | University degree in Architectural discipline | 15 | At least 7 years of experience as the lead Architect for detailed design multi storey- commercial complex/buildings. |
| 5 | Geotechnical Engineer \* | 1 | University degree in geotechnical or civil engineering discipline | 5 | At least 5 years of experience as the lead Geotechnical Engineer for detailed design of similar structures of similar complexity |
| 6 | Mechanical Engineer – Plumbing, Fire | 1 | University degree in mechanical engineering or related field | 10 | At least 2-3 years of experience as a mechanical engineer for detailed design of multi storey commercial/ housing complex buildings of similar size and complexity |
| 7 | Mechanical Engineer - HVAC | 1 | University degree in mechanical engineering | 10 | At least 2-3 years of experience as a mechanical engineer for detailed design of multi storey commercial/ housing complex buildings of similar size |
| 8 | Electrical Engineer | 1 | University degree in electrical engineering | 10 | At least 4-5 years of experience as an electrical engineer for detailed design of multi storey commercial/ housing complex buildings of similar size |
| 9 | ICT Engineer | 1 | University degree in related field | 10 | At least 5 years of experience as the lead ICT engineer of multi storey commercial/ housing complex buildings of similar size |

The Tenderer shall complete the relevant Forms for Personnel (Form PER – 1: Proposed Personnel and Form Per-2: Resume of Proposed Personnel) for the Designer’s key personnel.

The minimum qualifications and experience for the Key Personnel are set out above.

The work experience of Designer’s key personnel shall be graded as follows:

* If the number of years meets the minimum criteria, a maximum score of 70% shall be allocated
* If the number of years exceed the minimum criteria by 3 years, a maximum score of 80% shall be allocated
* If the number of years exceed the minimum criteria by 4 years, the maximum score of 100% shall be allocated

The allocated score shall be graded as follows:

* Minimum qualification – 10%
* Total minimum work experience (years) – 30%
* Experience in Similar works (years) – 60%

Designer’s Organisation Chart

Tenderer shall supply an illustrative organisation chart detailing the position of the principal staff who will be responsible for the design of the Works, as outlined in Table above, with names, positions, and lines of responsibility and reporting shown.

The organisation chart shall be provided on one single-sided A3 sheet.

**Documentation to be submitted**

Form Exp – Designer – refer to next page (Appendix B).

The total score for this criteria shall be calculated as follows:

* Designer’s Experience and Requirement – 20%
* Designer’s Key Personnel – 70%
* Designer’s Organisation Chart – 10%

**Attachments to be submitted**

Final Acceptance/ Completion Certificate/ Testimonial Letters issued by the Project Authority for each contract in Form Exp – Designer, giving, inter alia, details of scope and value of work designed by the Designer with dates. For on-going works, documentary evidence by the Project Authority shall be provided.

In case the contracts listed in the forms are designed the Designer as a member of a JV, a copy of Agreement between Project Authority and JV to substantiate individual JV member’s delineated roles, responsibilities and scope and value of work shall be submitted. Only the scope of works carried out by the Designer in the JV would be considered as the relevant experience.

**Insert information below**

|  |  |  |  |
| --- | --- | --- | --- |
| **Date** |  | | |
| **Signature** |  | **In the capacity of** |  |
| **Name (block capitals)** |  | | |
| **Duly authorised to sign the Tender for and on behalf of** | [Insert name of tenderer] | | |
| **Address** |  | | |
| **Telephone Number** |  | | |
| **E-mail Address** |  | | |

Form Exp – Designer

*Please fill/complete the form in Appendix B*

|  |
| --- |
| 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: Ministry of Finance and Planning, Republic of Maldives**

**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, the Tender must be supported by a Tender guarantee.

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

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

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

The Guarantor waives all rights of objection and defence. The Guarantor waives any requirement to obtain justification or proof or evidence for the above-mentioned breach of obligations.

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 shall be governed by and construed according to the law of the Republic of Maldives and is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758. The Guarantor agrees that the courts of the Republic of Maldives shall have jurisdiction to hear and determine any suite, action or proceeding that may arise out of or in connection with this Guarantee. Notwithstanding the foregoing, the Guarantor agrees that the Beneficiary shall have the right to make any claim pursuant to this Guarantee under any other court of competent jurisdiction, including but not limited to any court in the jurisdiction in which the Guarantor is incorporated in.

[signature(s]

Evidence of Authorised Signatories

|  |
| --- |
| **Evidence of Authorised Signatories** |
| Where it is indicated that a part of the Tender shall be signed, that part shall be signed by an authorised signatory, giving the full name and address of the company or organisation signing, as well as the name and title of the signatory.  Tenderers shall provide evidence of authorisation of each signatory to any part of the Tender in the form of a certified Board Resolution, Power of Attorney (or equivalent probative document).  Where the tenderer is a joint venture this authorisation shall confirm that the signatory is authorised to bind all members of the joint venture, or otherwise each member shall provide an authorised signatory who shall sign each document where so required. |
| **Insert information below / attach** |
|  | | |

**Confirmation of Contractor composition**

[On the headed notepaper of the tenderer]

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | [date] | |
|  |  |  | |
| Dear Sirs | | |
| **Design and build of COURT COMPLEX in maldives**  **Confirmation of Contractor composition** | | |

This letter is confirmation that the composition and financial standing of [insert tenderer name] remains unchanged from the composition (including direct and indirect shareholding) and financial standing evaluated in the tender process for the above-mentioned project.\*

This letter confirms that the changes to the composition and financial standing of [insert tenderer name] from the composition and financial standing evaluated in the tender process for the above named contract have been accepted in writing by the Ministry of Finance and Planning of the Republic of Maldives and that such written acceptance is attached to this letter.\*

\*[delete alternate paragraphs as appropriate]

|  |
| --- |
| Yours faithfully |
| Director  for and on behalf of [insert name of tenderer] |

Section V – Eligible Countries

**Eligibility for the Provision of Works in Public Procurement**

Eligibility is limited to Maldivian entities.

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

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

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

1. Failure to submit and omission of information in Form CON-2 shall not be a ground for bid rejection and such non-compliance will be subject to clarification and rectification during bid evaluation. However, failure of the Bidder to submit the omitted form after clarification shall lead to rejection of the Bid. [↑](#footnote-ref-1)
2. Non-performance, as decided by the Employer, shall include all contracts where (a) non-performance 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. This requirement also applies to contracts executed by the Bidder as JV member. [↑](#footnote-ref-3)
4. This requirement also applies to contracts executed by the Bidder as JV member. [↑](#footnote-ref-4)
5. [↑](#footnote-ref-5)
6. Financial resources such as Line of Credits specified shall be sought from Financial Institutions. All financing facilities sought for other than this specific project, shall be presented along with a written confirmation of the facility balance by the facility provider. The written confirmation shall not carry a date earlier than 30 days prior to the date of bid submission. [↑](#footnote-ref-6)
7. Subcontracts shall be considered only for First Tier Subcontracts (Works subcontracted through Primary Contractor), which are inline and in full adherence to the main contracts. Such contracts shall also be subject to verification by the Employer, Government Authorities and Third Parties. [↑](#footnote-ref-7)
8. All contracts submitted for experience requirements shall be subject to verification by the Employer, Government Authorities and Third Parties. [↑](#footnote-ref-8)
9. 100% of the works fully completed. [↑](#footnote-ref-9)
10. 90% of the works completed and asset/place have been put to use for the purpose for which they were intended. [↑](#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)