

MALE' WATER & SEWERAGE COMPANY PVT.LTD.

BIDDING DOCUMENT

FOR

TERM CONTRACT FOR SERVICING & MAINTENANCE OF FIRE EXTINGUISHER, INSTALLED FIRE PANEL AND OTHER FIRE RELATED ITEMS AT MWSC BUILDING AND SITES.

Bid Document No.: MWSC-B/3/CONT/2024/01

September 2024

Bid Form

Description of works:	Term Contract for Servicing & Maintenance of Fire Extinguisher, Installed Fire Panel and Other Fire Related Items at MWSC Building
Bid to:	Male' Water and Sewerage Company Pvt. Ltd
Address:	Ameenee Magu'
	Machchagolhi
	Male' 20 – 03'
	Republic of Maldives.

Having examined the conditions of Contract and tasks for the execution of above named works, I/we the undersigned, offer to construct and maintain the whole said work in conformity with the said conditions of Contract, for the for the Contract Rates specified under Annex II (Rate Sheet) of this contract or other sums may be ascertained in accordance with the said conditions.

We undertake, if our Bid is accepted, to commence the works within seven (07) calendar days of receipt of the letter of award and to complete all the tasks specified in this document for a contract period of 3 (three) calendar years.

We agree to abide by this Bid for a period of ninety (90) days from the date of submission of the Bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We understand that you are not bound to accept the lowest or any Bid you receive.

Unless and until a formal agreement is prepared and executed, this Bid together with our written acceptance thereof, shall constitute a binding Contract between us.

Yours Faithfully,

Signed	
In the capacity of	
Dully authorized to sign bids for and on behalf of	
	(Company Name & Stamp)
Date:	
Name & Address of Signatory	
Name:	
Address:	
Tel No:	Fax:

THIS (hereinafter referred to as 'Agreement') is made and entered on the ______ between Male' Water and Sewerage Company and ______

BETWEEN

Male' Water & Sewerage Company Private Limited, a Company established under the laws of Republic of Maldives under registration number C-67/95 with its registered office a t Fen Building, 5/F, Ameenee Magu, Machchangolhi, Male' 20375, Republic of Maldives ("MWSC" which expression shall include its successors-in-title, liquidators, and assignees where the context so requires or admits); and

AND

_____Pvt Ltd a Company established under the laws of Republic of Maldives under C-0446/2011 with its registered office at ("Service Provider") which expression shall include its successors-in-title, liquidators, and assignees where the context so requires or admits).

Each a "Party" and collectively the "Parties".

WHEREAS,

- A. MWSC has requested the Service Provider to provide certain fire safety services as defined in this contract (hereinafter called the "Services"); and
- B. The Service Provider agrees to provide the Services for the duration specified in this Agreement;

NOW, THEREFORE the Parties agree as follows:

1. FIRE SAFETY SERVICES

- 1.1 MWSC hereby engages the Service Provider, and the Service Provider hereby accepts and confirms such engagement, to provide certain fire safety services, subject to terms and conditions contained herein.
- 1.2 The nature and scope of the Services and other specific details relating to the Services are set forth in a scope of work and rate sheet for Services which is attached hereto as Annex I and Annex II, both of which constitute an integral part of this Agreement.
- 1.3 By signing the Agreement, the Service Provider warrants that the Service Provider is familiar with the systems, machinery and equipment as a subject-matter expert as listed out in the mentioned Annex I.

2. <u>TERM</u>

2.1 The Service Provider shall perform the Services in accordance with the scope during the period commencing from ______ to _____

3. <u>PAYMENT</u>

- 3.1 MWSC agrees to pay the Service Provider in accordance with the Rate Sheet attached in Annex II, subject to a requirement from MWSC in writing and the submission of monthly report and an invoice reflecting the Services provided in the monthly report.
- 3.2 Payment shall be made to the bank account provided by the Service Provider. Service Provider agrees to submit additional documentations that supports the invoice upon request by MWSC.
- 3.3 The terms and conditions of this Agreement shall supersede any conflicting payment terms contained in any invoice by the Service Provider and any prior agreements relating to the subject matter.

4. GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider agrees to the following general obligations: -

a. Fire Awareness Training

The Service Provider agrees to conduct short term fire awareness courses to staffs of MWSC in all sites.

b. Fire Drills

The Service Provider agrees to run fire drills once a year in all MWSC sites and evaluate the preparedness of MWSC staff. The fire drills will be simulated aimed at all MWSC sites.

c. Service and Maintenance of the equipment

The Service Provider shall maintain all the fire equipment in a good working condition.

The Service Provider agrees to maintain and service expired extinguisher within 7 days of MWSC handling over the equipment to the Service Provider.

The Service Provider agrees to keep the fire equipment and system in a readily usable condition by maintaining, servicing, repairing and keeping regular checks on the equipment.

Monthly routine inspection of fire equipment as per a schedule agreed by both parties.

d. Fire safety inspections

The Service Provider agrees to make a minimum of one visit per month to all MWSC sites according to security department and inspect the fire safety condition of the locations.

The Service Provider also agrees to submit a monthly report to MWSC on the condition of equipment, fire risks observed and the preventive action to be carried out.

e. Activity Calendar

The Service Provider will visit the sites set out in according to an activity calendar provided by MWSC and agree to carry out the necessary inspections, maintenance, or any other required services.

g. Emergency visits

In the event of an emergency related to the fire systems, Service Provider agrees to promptly attend to the situation without imposing any additional charges or fees.

h. Investigation

In the event of a fire outbreak, the Service Provider shall conduct a comprehensive investigation of the incident and, within seven (7) calendar days following the occurrence, provide MWSC management with an incident investigation report.

i. Supply of the equipment

The Service Provider hereby commits to furnish fire equipment to MWSC at the most favorable, cost-effective rates subject to the terms and conditions of this Agreement.

Upon identification of any damaged items during a service or inspection, the Service Provider shall promptly notify MWSC. Subsequently, the Service Provider shall furnish MWSC with a quotation for the replacement of the damaged item(s) to reinstate the system to an operational state. MWSC agrees to issue a Purchase Order for the quotation.

j. Training MWSC's fire personnel

The suppler shall conduct a training for MWSC's personal (as designated by MWSC). The training shall be conducted to meet the standards reasonably expected of a fire service provider training in the form of an awareness session and shall include sections on the methodology of the usage of fire-fighting equipment.

The Service Provider shall free of charge refill the fire extinguisher after the training conducted for MWSC Staff

k. Procurement of necessary items

The Service Provider shall procure whatever items and equipment as necessary to bring the fire systems to a perpetual running condition in the event of the break-down of an equipment. The Service Provider then shall submit to MWSC the quotation, purchase order and invoices of the procured items, reflective of the prices stated in the rate sheet in Annex II.

All fire drawings shall be drawn by the contractor and shall approved by MNDF upon the request of MWSC. The contractor shall submit the quotation and purchase order shall be sent to the job. After completion of the work, invoice shall be submitted to the Purchase order.

I. Standard

The Service Provider shall execute and complete all services and maintenance to the satisfaction of MWSC.

The Service Provider shall ensure safety of all workmen on site, as per the requirement of the occupational health and safety standards adhered by MWSC.

The Service Provider shall take all necessary precaution and safety measure to avoid any damage or loss to MWSC's installation, equipment or any other utility or features.

The Service Provider shall diligently implement all necessary safety measures and precautions to prevent any harm, damage, or disruption to MWSC's installation equipment, utilities, or any other associated features. In the event of any such damage, the Service Provider shall bear full responsibility for the cost of repair.

The Service Provider shall undertake all work activities in a manner that does not adversely affect adjoining structures and shall proactively take all requisite precautions.

The Service Provider shall provide at own expenses all materials, labor, plant, and equipment including all necessary transport for the proper execution and completion of the Services under this Agreement.

The Service Provider shall comply with the security instructions provided by MWSC

The Service Provider shall not divulge any information with respect to the installations and activities of MWSC and complete confidentiality should be guaranteed.

The Service Provider is responsible for site cleaning and disposal of all unwanted materials upon completion of the services.

5. Obligation of MWSC

- 5.1 MWSC agrees to devote reasonable efforts in facilitating the Service Provider by means of technically and administratively feasible measures. These measures shall enable the Service Provider to effectively perform their duties and fulfill their obligations as defined in this Agreement.
- 5.2 MWSC agrees to make payments to the Service Provider in accordance with the terms and conditions of this Agreement.

5.3 MWSC shall provide water and electricity, if necessary, for the work required at the designated work site."

6. Set-off

MWSC reserves the right to set-off against amounts payable to the Service Provider under this Agreement and or any other agreement or transaction between the Parties, the amount of any claim or refunds MWSC may have against the Service Provider.

7. Sub-contracting

The Service Provider shall not assign its Scope of Services or any other obligation under this Agreement in favor of any third party without prior written consent of MWSC.

8. Termination

- 8.1. Without limiting its other rights under this Agreement, MWSC may terminate this Agreement by a written notice if:
 - 8.1.1. The Service Provider breaches this Agreement and fails to remedy such breach within the time period reasonably specified (an in any case no later than 10 days) by written notice from MWSC requiring remedy.
 - 8.1.2. Service Provider ceases or threatens to cease carrying on providing services under this Agreement.
 - 8.1.3. The Service Provider becomes insolvent or bankrupt.

8.1.4 Service Provider may terminate this Agreement if MWSC fails to make payment in accordance with the payment terms prescribed in this Agreement and fails to remedy the breach within the duration specified by a written notice from Service Provider requiring remedy.

9. Variation

9.1. MWSC may at any time, by written order, instruct the Service Provider to make changes to the Scope of Services or request additional services under this Agreement.

9.2. Any variation to the Scope of Services by the Service Provider shall be carried out with the written instruction from MWSC. Any claims by the Service Provider for adjustment under the variation order shall be notified to MWSC prior to commencement of such services or works.

10. Notice

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, or posted, mailed, emailed properly addressed to the appropriate party at the address set forth or at such address as either party may specify in writing. A notice shall be effective when delivered or on notice's effective date, whichever is later.

For MWSC	For Service Provider
Male' Water & Sewerage company Pvt Ltd	
Fen Building 5/F Ameenee magu	
Manchangolhi Male' 20375, Rep of Maldives	
Tel +3323209	
E-mail: mail@mwsc.com.mv	

11. Indemnities

Each Party hereby indemnifies and shall keep indemnified the other Party against all costs and damages (including the entire legal expenses of the Parties) incurred in all future actions, claims, and proceedings in respect of the Dispute that any of them may bring against the other Party.

12. Dispute Resolution

In the event of a dispute or disagreement between the parties in connection with this Agreement or any matter arising therefrom, the parties shall initially seek to resolve the same amicably and through discussion. If the dispute or disagreement cannot be resolved within a period of 15 (fifteen) days of it being raised in writing by a party, either of the parties may refer the matter to be finally settled by the relevant court of law in the Maldives for adjudication.

13. No admission

This Agreement is entered into in connection with the compromise of disputed matters and in the light of other considerations. It is not and shall not be represented or construed by the parties as, an admission of liability or wrongdoing on the part of either Party to this agreement or any other.

14. Force Majeure

If the performance of any part of this Agreement by either Party is prevented or delayed by an event or circumstance of force majeure (limited to fire, flood, embargo, acts of war, riot, terrorism, strike, regulatory lockdown that restricts Service Provider from providing the services under this Agreement) that is not within the reasonable control, directly or indirectly of the Party seeking to have its performance excused thereby, the Party so affected shall, upon giving written notice to the other Party, be excused from such performance to the extent of such prevention or delay provided that the affected Par ty shall use reasonable efforts to avoid or remove such causes of non-performance and shall continue performance.

15. Waiver

No failure or delay by any Party to insist upon the strict performance of any covenant duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

16. Confidentiality

The Parties mutually agree that neither Party will reveal the terms of this Agreement except to, legal advisors, attorneys or as required by law or any regulatory requirement applicable to such Party.

17. Amendments

No variation of modification of the terms of this Agreement shall be made except in writing and signed by the Parties.

18. Entire Agreement and Execution

This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter hereof, including without limitation, the Original Agreement

19. GOVERNING LAW

This Agreement shall be governed, construed and interpreted in accordance with the Laws of the Republic of Maldives.

20. Counterparts

This Agreement shall be executed simultaneously in two original copies, each of which when executed and delivered shall constitute an original, but all copies shall together constitute but one and the same instrument.

Having read, understood, consented, and agreed to the terms above, this Agreement is signed on the date first written above.

For and on behalf of MWSC

For and on behalf of the Service Provider

Name:	Name:
Title:	Title:
Male' Water & Sewerage Company Pvt. Ltd.	
Male', Republic of Maldives	Male', R

Male', Republic of Maldives

Witnessed by:

Name:	Name:
Title:	Title:
Male' Water & Sewerage Company Pvt. Ltd.	
Male', Republic of Maldives	Male', Republic of Maldives

Annex I: fire system in MWSC

Page **12** of **20**

Annex I: fire system in MWSC

Providing fire safety services to MWSC sites and inspecting the following fire systems installed.

Install	ed System	Installation Location
1.	Siemens fire panel, hose reel system, dry riser system and extinguishers	Fen Building (7 floors including terrace level and 2 story finished goods store)
2.	Apollo fire panel and extinguisher	Workshop RO Distribution
3.	FM200 gas system fire pro.	Panel room Male'
4.	Foam pouring and drencher system	Male' fuel Tank
5.	Apollo fire panel and extinguishers	Service Unit
6.	Numen panel fire extinguishers	PS 9 Workshop
7.	Fire extinguisher	Kalaafaanu water tank
8.	Numen panel fire extinguishers	Haveeree Hingun water tank
9.	Numen fire panel and extinguishers	Villimale site and buildings
10	Foam pouring and drencher system	Villimale Fuel Tank
11.	Automatic Gas system	Villimale Panel rooms (operation and distribution)
12	Numen panel fire extinguishers	Hulhumale facility Building.
13.	Aerosol gas system Fire Pro	Hulumale panel room
14.	Fire extinguishers	Panel Room Hulhumale
		Page 13 of 20

Term Contract for Servicing & Maintenance of Fire Extinguisher, Installed Fire Panel and Other Fire Related Items at MWSC Building

15. Numens fire panel and extinguishers	Hulhumale bottling site and store
16. Numen fire panel and extinguishers	Maafushi Operation site
17. Numans Fire panel and extinguishers	Maafushi CS building
18. Numen Fire panel and extinguishers	Dhuvaafaru Operation
19. Automated fire system	Dhuvaafaru panel room operation
20. GST Fire panel and extinguishers	Dhuvaafaru Power House
21. Automated gas system	Dhuvaafaru panel room power
22. GST Fire panel and extinguishers	Kulhudhuffushi Operation building
23. GST Fire panel and extinguishers	Kulhudhuffushi Customer service building
24. GST Fire panel and extinguishers	Gulhifalhu pipe Factory
25. Numans fire panel and extinguisher	Gulhifalhu warehouse 1,
26. Numans fire panel and extinguisher	Gulhifalhu warehouse 2,
27. Numans fire panel and extinguisher	Gulhifalhu chemical storage, facility
28. Numans fire panel extinguisher	Gulhifalhu Facility Building
29. Labor Accommodation fire panel	Gulhifalhu labor accommodation block
30. Numans fire panel extinguisher	Powerhouse and RO
31. Numans fire panel extinguisher	Thilafushi site

Page **14** of **20**

Term Contract for Servicing & Maintenance of Fire Extinguisher, Installed Fire Panel and Other Fire Related Items at MWSC Building

32. Fire balls and extinguisher	Warehouse Main Store Male'
33. Numen panel fire extinguisher	RO Annex
34. Numen panel fire extinguisher	Haveeree Hingun RO Building
35. Mobile foam Units	Male'
36. Mobile Foam Unit	Gulhifalhu
37. Fire pump VC82ASE.	Male
38. Fire Pump VC82ASE	Hulhumale
39. Fire Pump VC82ASE	Gulhifalhu
40. fire pump Marine 1 and extinguisher JBC5.5 /10-W	Marine 1
41. fire pump Marine 3 and extinguisher JBC5.5 /10-W	Marine 3
42. fire pump Marine 5 and extinguisher JBC5.5 /10-W	Marine 5

Note: If MWSC installs any new equipment, the Service Provider shall be responsible for maintain the equipment as well.

Annex II – Rate Sheet

Grand Summary

Term Contract for Servicing & Maintenance of Fire Extinguisher, Installed Fire Panel and Other Fire Related Items at MWSC Building

Bill	Description	Amount (MVR) Exl. GST				
No.	Description					
1	Extinguisher Service rate sheet					
2	Fire Pump and other Accessories rate sheet					
Grand Total (Ex	cluding GST)					

Bill	Description	Amount (MVR) Exl. GST
No.	Description	
3	Monthly Rate for Servicing & Maintenance of Fire Extinguishers, Fire panel Installed and other Fire Related Items at MWSC FEN Building, Customer Service Building and Other Sites.	

Page **16** of **20**

Bill No -1 Extinguisher Service rate sheet

#	Details	2kg	4kg	4.5kg	6kg	9kg	25kg	35kg	135kg	50kg	5kg	2kg	4.5kg	12kg	Refill
		DCP	DCP	DCP	/Lit	/Lit	/lit	/Lit	/lit	/Lit	CO2	CO2	CO2	CO2	kg
1	Refilling Foam														
2	Pressurizing Foam														
3	Refilling & pressurizing														
	Water														
4	Refilling DCP														
5	Pressurizing DCP														
6	Refilling Water Cartridge														
7	Cartridge 55														
8	Cartridge 75														
9	Cartridge 115														
10	Cartridge 150														
11	Refilling CO2														
12	Valve Assembly														
13	Painting														
14	Plastering														
15	Horn														
16	Pressure Gauge														
17	Safety Pin														
18	Safety Tie														
19	Handle Grip New														
20	PVC Base														
21	Syphon Tube														
22	Hose														
23	Service Stickers														1
24	Instruction Label Sticker														1
25	O Ring														1
26	Discharge Nozzle														
27	Touch up														
Tota		MVR		•		•	•	•		•	•	•	•	•	-

Bill No -2 Fire Pump and other Accessories rate sheet

#	Details	VC82ASE	JBC5.5 /10-W
1	151-02321-0 Gasket, Muffler		
2	151-30101-0 Rubber seat		
3	159-30621-1 Cap, Water stop valve		
4	171-00012-0 Piston Ring		
5	171-01601-0 Gasket Cylinder		
6	171-02104-0 Gasket Intake Manifold		
7	174-30200-1 Pump Drain Cock		
8	180-03022-0 Gasket, Float Chamber		
9	180-03051-0 Main Jet		
10	180-03031-0 Float		
11	680-31045-0 Side Plate		
12	180-03060-2 Drain Valve, Carburetor		
13	1A1-02606-0 Gasket Air Silencer		
14	1C6-30071-0 Mechanical seal		
15	1C6-06060-1 CDI Unit		
16	1C6-30071-0 Mechanical seal		
17	1E0-06051-0 Ignition Coil #1		
18	1E0-06051-0 Vacuum Pipe		
19	1E2-31101-0 V-Pulley		
20	1H1-02230-0 Fuel Filter		
21	1N8-03040-0 Float Valve		
22	346-02011-1 Gasket Carburetor		
23	680-31542-0 Strainer cup Assy		
24	9701-1-1010 spark plug		
25	1E0-06052-0 Ignition Coil #2		
26	680-31041-1 Vane		
Tota	I (MVR):		

Page **18** of **20**

Qualification of Bidders

Any bid not accompanied the following shall be **rejected** by the Employer as non-responsive bid.

- a) Bid Form
- b) Business Registration Certificate at Economic Ministry
- c) GST Registration Certificate
- d) MIRA tax Clearance Report (within 06 months). Must be clear.
- e) MNDF Fire safety permit
- f) Rate Sheets

Evaluation and Comparison of Bids

The submitted bids will be evaluated under the following criteria.

- a) **Price**: The amount stated in the Rate Sheets.
- b) **Experience**: Previous experience in works of similar nature and magnitude, while achieving the target results. Completion certificates have to be submitted.
- c) Resources: Approval MNDF permits, Qualifications and experience of key project management and technical personnel proposed for the contract & major items of equipment proposed to carry out the contract. Certification of installation fire panel in MWSC in Annex I

Summary of such evaluation criteria with weights

#	Criteria	Weighting %
1	Price	40%
2	Experience	30%
3	Resources	30%

Page **19** of **20**

Tender Schedule:

	Detail	Date & Time	
1.	Information Session	26 th September 2024, 03:00 PM	MWSC CS Building, 6 th Floor
2.	Clarification Deadline	30 th September 2024, 12:00 PM	mubarak.naseem@mwsc.com.mv Cc: ismail.hassan@mwsc.com.mv
3.	Bid Submission	03 rd October 2024, 03:00 PM	MWSC CS Building, 6 th Floor

Page **20** of **20**