

**WASTE MANAGEMENT CORPORATION LIMITED**

Male' Republic of Maldives

**TERMS OF REFERENCE**

**Supply and Delivery of Brand New 10 (Ten) Nos of 2 (Two) Ton Dump Truck**

**For**

**Waste Management Corporation Limited**

WAMCO-LOG/IUL/2019/075

Issued on: 17<sup>th</sup> November 2019

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# Section I. Instruction to Bidders

## 1. Introduction

Waste Management Corporation Limited (WAMCO), desires to seek a supplier to **Supply and Delivery of Brand New 10 (Ten) Nos of 2 (Two) Ton Dump Truck for Waste Management Corporation Limited (WAMCO)** and invites Bids from eligible Bidders for this work.

## 2. Qualification of Bidders

Each bidder shall furnish the following information in the given format.

- a) A brief description of the Bidder's experience in works of a similar nature and volume for each of the last five years, and details of work in hand and contractual commitments; Employers who may be contacted for further information on those contracts;
- b) Qualifications and experience of key site management and technical personnel proposed for the contract;
- c) Evidence of the bidder's financial, technical and organizational capability and experience to perform the Contract;
- d) Any other pertinent information the Bidder may wish to submit.

## 3. Cost of Bid Preparation

The bidder shall bear all costs associated with the preparation and submission of his bid, and the provision of sample materials and the Employer will in no case be responsible or liable for those costs.

## 4. One Bid per Bidder

Each Bidder shall submit only one Bid by itself or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will be disqualified.

## 5. Bid Sum

The bidder shall fill in on the appropriate Bills of Quantities the rates and prices for all items of the Works described.

Notwithstanding any other requirement of the Bid Documents, Bidders are advised that they shall be wholly responsible for and shall include in their rates all the costs associated with carrying out the Works as described in the specification.

## 6. Addenda to the Bid Document.

Before the deadline for submission of bids, WAMCO may modify the Bid Documents by issuing addenda.

The addenda shall be communicated in writing to all Bidders and shall become a part of the Bid Documents.

#### **7. Clarification of Bid Documents**

A prospective bidder requiring any clarification of the Bid Documents may notify WAMCO in writing via email to the mailing address "[procurement@wamco.com.mv](mailto:procurement@wamco.com.mv)". WAMCO will respond in writing to any request for clarification received earlier than two days prior to the deadline for submission of bids. Copies of WAMCO's response will be forwarded to all Bidders, including a description of the enquiry but without identifying its source.

#### **8. Obvious Works**

The bidders shall include rate for where an item of work is obviously required for the type of work being undertaken then it shall be deemed to have been included even though the item is not specifically mentioned or shown in the drawings or specifications

#### **9. Discrepancies**

All participants in the Tender exercise are deemed to have read the Specifications and BOQ carefully in conjunction with all the Contract Drawings.

Any discrepancies between these documents are to be brought to the attention of the Employer and clarified prior to the closing of the Tender. Should any said discrepancies be discovered at a later date, the decision of the Employer is final and any extra cost due to the contractor as a result of such discrepancies will NOT be entertained what so ever. The Contractor shall, at all times, exercise with care and professional scrutiny to ensure that there are no discrepancies and/or divergence between Contract Drawings and specifications prior to execution of any portion of the Works on site. The Contractor shall immediately give the Employer a written notice specifying any such discrepancies or divergence should he discover such issues and the Employer shall issue instructions in regard thereto. The Contractor should exercise due diligence in this matter as a failure and/or negligence in complying with the above stated requirements may result in extra costs. Any extra costs incurred in respect therefore shall be borne solely by the Contractor.

#### **10. Pre-Bid Meeting**

The bidder or its official representative is invited to attend a pre-bid meeting, which will be held at WAMCO's office at the time and location stated below.

10.1. Place

Waste Management Corporation Limited (WAMCO)

Male' Waste Transfer Station

Boduthakurufaanu Magu

Male', Republic of Maldives

Tel: +9603025804, Fax: +9603000584

Website: [www.wamco.com.mv](http://www.wamco.com.mv)

Email: [procurement@wamco.com.mv](mailto:procurement@wamco.com.mv)

10.2. Date & Time

20<sup>th</sup> November 2019 (Wednesday)

2:00 pm

**11. Bid Submission**

11.1. Place

Waste Management Corporation Limited (WAMCO)

Male' Waste Transfer Station

Boduthakurufaanu Magu

Male', Republic of Maldives

Tel: +9603025804, Fax: +9603000584

Website: [www.wamco.com.mv](http://www.wamco.com.mv)

Email: [procurement@wamco.com.mv](mailto:procurement@wamco.com.mv)

11.2. Date & Time

28<sup>th</sup> November 2019 (Thursday)

11:00 am

11.3. Addressing and Marking

Bids shall be submitted in a sealed envelope.

Envelopes shall be filled with bidder's name; address and telephone number and marked as "**Supply and Delivery of Brand New 10 (Ten) Nos of 2 (Two) Ton Dump Trucks for Waste Management Corporation Limited (WAMCO)**" along with the advertisement number.

11.4. Documents

- 11.4.1. All the pages submitted with the bid shall be bound together. Loose pages will not be accepted.
- 11.4.2. The interested firms/companies are invited to submit a proposal as per the instructions given in clause 11.4.9 The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm/company.
- 11.4.3. The firm/company shall express the price of their goods and services in Maldivian Rufiyaa
- 11.4.4. The firm/company should express the duration of the works clearly in days.
- 11.4.5. The consultancy firm /company shall be responsible for all tax obligations with the conformity to the prevailing laws and regulations of the Maldives.
- 11.4.6. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Tendering Documents. Failure to furnish all information or documentation including the given form sets, in the order given in the sub-clause 11.4.9, required by the Tendering Documents may result in the rejection of the tender.
- 11.4.7. All the documents mentioned in Section IV, shall be submitted with the proposal. If not submitted, it shall be disqualified at any stage of the evaluation.
- 11.4.8. Bids shall be submitted in one envelope, containing the Proposal in the following order.
- 11.4.9. Financial and Technical Proposal
- 11.4.9.1. Form 1- Bid Form**
- 11.4.9.2. Form 2-Bidder's Information Form**
- 11.4.9.2.1. All the documents in the check list must be attached with this form.
- 11.4.9.3. Form 3-Quailification and Information Form**
- 11.4.9.3.1. Reference letters of Similar works done by the firm / company / individual and any other relevant document mentioned in the Form must be attached.
- 11.4.9.4. Form 4: Financial Data form**

11.4.9.4.1. The Bidder shall submit the Audited Financial Statement for each of the last three years (in case the Audited Financial Statement is not available, a copy of tax return for the last 3 years shall be submitted) and the bank statement for the past year to demonstrate the current soundness of the Bidder's Financial Position.

**11.4.9.5. Form 5: Annual Turnover Data Form**

**11.4.9.6. Company Profile**

11.4.9.6.1. Organizational Structure (shareholders certificate issued by Ministry of Economic Development must be attached)

**11.4.9.7. Duration of the Work**

11.4.9.7.1. Work Plan

11.4.9.7.1.1. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.

11.4.9.7.2. Work Schedule

**11.4.9.8. Warranty Period in Number of Years (Minimum 1 Year)**

Parties are expected to submit complete assessments. In the case of further required repairs being identified following awarding and commencement of work, spare parts and repairs worth less than 10% of the total value of the project can be added to the project, following discussions between the corporation and the successful proponent.

**Note:** Tenders received after the due date and time stated above shall be returned unopened. The bidder shall have to submit the whole tender document and a part of the document will not be accepted.

**12. Late Bids**

Late Bids will not be accepted.

### **13. Bid Opening**

Bids will be opened immediately after the deadline for Bid submission stated in clause 11, in the presence of the bidder or its official representative.

### **14. Correction of Errors Criterion**

Bids determined to be substantially responsive will be checked by the employer for any arithmetic errors. Errors will be corrected by the Employer as follows.

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

### **15. Bid Currency**

The prices quoted by the Bidder shall be in MVR (Maldivian Rufiyaa)

### **16. Period of Bid Validity**

Bids shall remain valid, from the date of Bid opening, for a period not less than 45 calendar days.

A Bid for a shorter duration shall be rejected as a non-responsive Bid.

In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by email.

### **17. Bid Security**

The Bidder shall furnish, as part of his bid, a bid security in the amount of MVR 30,000.00. The bid security shall be a guarantee from a bank located in Male' or a foreign bank, which is acceptable to the Employer. The bid security shall be valid for 30 days beyond the validity of the bid.

The bank guarantee submitted as bid security shall be in accordance with the sample form of bid security form provided with this bid document. Other formats may be permitted, subject to the prior approval of the Employer.

Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as non-responsive.



The bid securities of unsuccessful bidders will be returned as promptly as possible, after the expiration of the period of bid validity. The bid security of the successful bidder will be returned when the bidder has signed the agreement and furnished the required performance security.

The bid security may be forfeited

- a) If the bidder withdraws its bid during the period of Bid validity; or
- b) If the bidder does not accept the correction of its bid price;
- c) In case of a successful bidder, if it fails within the specific time limit to
  - a. Sign the agreement, or
  - b. Furnish the required performance security, or
  - c. Furnish the required domestic preference security.

### **18. Advance Payment**

If the successful proponent wishes, an advance payment less than or equal to 15% of the total bid price could be awarded.

Any required advance payment should be clearly mentioned in the Financial Proposal.

Fifteen (15) percent of the Bid Price shall be paid within Fourteen (14) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.

The advance payment will be recovered from the interim payments.

The Employer shall return the Bank Guarantee at the final deduction of mobilization advance made on the interim payments

### **19. Retentions and Other Deductions**

19.1. Retentions at the rate of 5% of each payment and any other amount for which the Employer has specified his reasons for disagreement shall be deducted from each payment.

19.2. Payment of Retention

19.2.1. The retention shall be paid by the Employer to the Contractor within 14 days after either 30 Calendar Days, or the remedying of notified defects or the completion of outstanding work, all as referred to in Sub-Clause 7.1 of Section III. General Conditions, whichever is the later.

19.2.2. Costs incurred by the Employer to make good any defects or complete any outstanding works not rectified or completed by the Contractor, having being notified, shall be deducted from the retention money.

## **20. Award Criteria**

Subject to Clause 21 & 22 of the Instructions to Bidders, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and most favorable, provided that the bidder has the capability and resources to carry out the contract effectively as determined by the Employer.

## **21. Employer's Right to accept or reject**

WAMCO reserves the right to accept or reject any bid, to accept part/ package wise and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for WAMCOs action.

## **22. Notification of Award**

The Bidder whose Bid has been accepted will be notified of the award by the Employer, in writing confirmed by registered letter, prior to expiration of the Bid Validity period.

The notification of award shall be binding and shall constitute the formation of the contract.

Upon the furnishing of a performance bond, acceptable to Employer, by the successful bidder, the Employer promptly will notify the other bidders that their bids have been unsuccessful.

## **23. Evaluation and Comparison of Bids**

The submitted bids will be evaluated under the following criteria.

### **23.1. Technical Proposal & Financial Proposal**

- 23.1.1. Price = 55
- 23.1.2. Experience = 15
- 23.1.3. Specification = 10
- 23.1.4. Delivery Period= 5
- 23.1.5. Financial Capacity = 10
- 23.1.6. Warranty =5

Total = 100 Marks

Break down of how the marks are allocated is as follows

<b>Price</b>		<b>[55]</b>
	$\text{Price} = \frac{\text{Lowest Amount}}{\text{Proposed Amount}} \times 55$	55
<b>Experience</b>		<b>[15]</b>
	<b>No of similar projects in last three years (each project: value not less than 200,000 MVR)</b>	
	1 to 3 Projects	3
	4 to 5 Projects	5
	6 or more projects	7
<b>Specification</b>		<b>[10]</b>
	Meets all specification	10
<b>Delivery Period</b>	$\text{Delivery Duration} = \frac{\text{Proposed Duration}}{\text{Longest Duration}} \times 5$	<b>[5]</b>
		5
<b>Financial Capacity</b>		<b>[10]</b>
	Average Turnover of 3 years	
	MVR 1.5 million – MVR 4.5 million	5
	More than MVR 4.5million	5
<b>Warranty</b>		<b>[5]</b>
	$\text{Warranty} = \frac{\text{Proposed Duration}}{\text{Longest Duration}} \times 5$	5
<b>TOTAL</b>		<b>100</b>

## Section II. Scope of Works

### 1. Description of the Works

**Supply and Delivery of Brand New 10 (Ten) Nos of 02 (Two) Ton dump trucks**, according to the specifications comprises of the following trade work areas.

General Specifications	
<b>Brand</b>	<b>Japanese Brands ONLY</b>
<b>Quantity</b>	Ten (10)
<b>Container Capacity</b>	(Two) 02 Tons
<b>Country of Origin</b>	Japan
<b>Year of Manufacture</b>	2016 or later
<b>Warranty Period</b>	Minimum One (1) year
<b>Dump Hopper</b>	<ul style="list-style-type: none"> <li>- The Container should be made from a material that is easy to clean.</li> <li>- Inside should be coated with hydrophobic paint</li> <li>- The Container should be leak proof and should have a leachate/ sewage collection container or drain</li> <li>- Must have a hydraulic dumping system for easy offloading.</li> <li>- Opening for loading should be on the side and back of the vehicle.</li> <li>- The container must have a max total volume of 2000kg</li> <li>- The container must be fully enclosed.</li> </ul>
<b>Standard Features</b>	<ul style="list-style-type: none"> <li>- Flash Light Safety Light fitted on the body</li> <li>- Reverse warning alarm.</li> </ul>
<b>Accessories and Manual</b>	<ul style="list-style-type: none"> <li>- Standard toolkit</li> <li>- Operations Manual in English</li> <li>- Spare Parts Catalogue</li> <li>- Workshop manual in English</li> </ul>
<b>Spare Parts</b>	<ul style="list-style-type: none"> <li>- Should be locally available or available within the south Asian Region.</li> </ul>

Technical Specifications		
<b>Driving Method</b>	2W rear Drive	
<b>Driver Side</b>	Right hand side	
<b>ENGINE</b>		
<b>Type</b>	4 Cycle, In-Line DOHC, Fuel Rail Electronic Controlled Injection, Water-Cooled, Intercooled Turbo Charged with EGR	
<b>No. of Cylinder</b>	Four (4)	
<b>Power Source / Engine Type</b>	Diesel	
<b>Emission Control</b>	Euro 6	
<b>CHASIS</b>		
<b>Transmission</b>	<b>Type</b>	Manual Transmission, 6 Forward Speed with Overdrive
<b>Final Gear</b>	<b>Type</b>	Single Reduction Hypoid Gear
<b>Brakes</b>	<b>Service</b>	Power Vacuum Servo Assisted Hydraulic Dual Circuit
	<b>Front</b>	Disc
	<b>Rear</b>	Drum
	<b>Parking</b>	Mechanical Expanded Type At Rear of Transmission
<b>Steering</b>	<b>Type</b>	Rack & Pinion with Power Assisted
<b>Axle</b>	<b>Front</b>	<b>Type</b> Reverse Elliot I-beam
	<b>Rear</b>	<b>Type</b> Full floating Banjo type
<b>Suspension</b>	<b>Front</b>	Independent Lateral-Leaf Spring, Hydraulic Double Acting Telescopic Shock Absorber
	<b>Rear</b>	Semi-elliptical Alloy Steel Leaf Spring, Hydraulic Double Acting Telescopic Shock Absorber
<b>Wheels &amp; Tires</b>		Front
		Rear (Dual)
<b>Electrical System</b>	<b>Battery</b>	12V-55AH X 1
	<b>Alternator</b>	12V – 150A
	<b>Starter</b>	12V – 1.7Kw
<b>Fuel Tank</b>	<b>Capacity</b>	50-70 Litres
<b>Cab</b>	<b>Type</b>	All Steel Tilttable Cab
	<b>Capacity</b>	1 Driver & 2 Passengers
	<b>Cargo Deck</b>	All Steel – Flat Low

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## **2. Other Information**

- 2.1. The Dumb Trucks should be delivered to Male' City.
- 2.2. The awarded party is responsible for the completion of custom clearance and delivery of the vehicles directly to WAMCO Site.
- 2.3. Duty for customs clearance will be exempted as per the regulations.
- 2.4. Registration at Transport Authority, Roadworthiness and Insurance should be done by the awarded party.
- 2.5. Certificate of origin (from Manufacture) must be submitted by the awarded party before delivery.
- 2.6. The vehicles should be Brand New**

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## **3. Inspection and Tests**

- 3.1. The procuring Entity or its designated representative, before taking over, shall conduct tests to determine that vehicles meet all specifications as mentioned in Section II, at the good's final destination or in another place specified in clause 2 of Section II
- 3.2. Inspections and Test reports prepared by the Procuring Entity or its designated representative shall be used as a supporting document for payment purposes in accordance with sub clause 9.5 of Section III.

## **Section III. General Conditions**

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### **1. General Provisions**

#### **1.1. Definitions**

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

- 1.1.1. "Contract" means the Agreement and the other documents listed in the Agreement.
- 1.1.2. "Specification" means the document as listed in the Appendix, including Employer's requirements in respect of design to be carried out by the Contractor, if any, and any Variation to such document.

#### **Persons**

- 1.1.3. "Employer" means Waste Management Corporation Limited, otherwise known as WAMCO.
- 1.1.4. "Contractor" means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.
- 1.1.5. "Party" means either the Employer or the Contractor.

#### **Dates, Times and Period**

- 1.1.6. "Commencement Date" means the date 07 days after the date the Agreement comes into effect or any other date agreed between the Parties.
- 1.1.7. "Day" means a calendar day.
- 1.1.8. "Time for Completion" means the time for completing the Works as stated in the Bid Form (or as extended under Sub-Clause 5.2), calculated from the Commencement Date.

#### **Money and Payments**

- 1.1.9. "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, including overheads and similar charges, but does not include profit.

#### **Other Definition**

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1.1.10. "Contractor's Equipment" means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.

1.1.11. "Employer's Liabilities" means those matters listed in Sub-Clause 4.1

1.1.12. "Force Majeure" means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.

1.1.13. "Variation" means a change to the Specification and or Drawings (if any) which is instructed by the Employer under Sub-Clause 8.1.

1.1.14. "Works" means all the work and design (if any) to be performed by the Contractor including temporary work and any Variation

## **1.2. Interpretations**

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

## **1.3. Law**

The law of the Contract is the law of the Republic of Maldives.

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## **2. The Employer**

### **2.1. Applying for Permits**

The Employer shall, if requested by the Contractor, assist him in applying for permits or approvals which are required for the Works.

### **2.2. Employer's Instructions**

The Contractor shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works.

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## **3. The Contractor**

### **3.1. General Obligations**

The Contractor shall carry out the Works properly in accordance with the Contract and remedy any defects therein in accordance with the provision of the contract and to the satisfaction of the Employer.



### 3.2. Contractor's Representatives

The Contractor shall submit to the Employer for consent the name, contact numbers and particulars of the person authorized to receive instructions on behalf of the Contractor.

### 3.3. Confidentiality of WAMCOs operations

The Contractor shall ensure complete confidentiality of information on the activities of Employer. No information whatsoever should be provided to any third party on any operational activity of the Employer.

### 3.4. Permits for the works

The Contractor shall procure all necessary permits for the works from the relevant Authorities and copies of such shall be submitted immediately to the Employer.

### 3.5. Defective works

Any defective work, material and also deviations from working details specified in the specifications shall be removed and redone, or otherwise rectified without undue delay to the approval of the Employer and the Contractor shall be responsible for all additional costs incurred for these works.

### 3.6. Defects Liability Period

Contractor shall make good any defects due to inappropriate workmanship within 12 month of completion of works, or any such duration proposed as the Warranty Period by the Contractor.

Contractor should attend to the defect rectification within a week of notice.

### 3.7. Subcontracting

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

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## 4. **Employer's Liabilities**

### 4.1. Employer's Liabilities

In this Contract, Employer's Liabilities mean:

- a) Force Majeure,
- b) A suspension under Sub-Clause 2.2 unless it is attributable to the Contractor's; failure,

- c) Any failure of the Employer,
- d) Physical obstructions or physical conditions other than climatic conditions, which obstructions or conditions were not reasonably foreseeable by an experienced contractor and which the Contractor immediately notified to the Employer,
- e) Any delay or disruption caused by any Variation,
- f) Any change to the law of the Contract after the date of the Contractor's offer as stated in the Agreement

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## 5. **Time for Completion**

### 5.1. Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.

### 5.2. Extension of Time

Subject to Sub-Clause 8.3, the Contractor shall be entitled to an extension of the Time for Completion if he is or will be delayed by any of the Employer's Liabilities.

On receipt of an application from the Contractor, the Employer shall consider all supporting details provided by the Contractor and shall extend the Time for Completion as appropriate.

The Contractor shall request for an extension of the deadline, with no less than 14 calendar days of the agreement term remaining.

### 5.3. Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be the deduction of 0.5% of the total payment, for each day for which he fails to complete the Work.

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## 6. **Taking-Over**

### 6.1. Completion

The Contractor may notify the Employer when he considers that the Work is complete.

### 6.2. Taking-Over Notice

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The Employer shall notify the Contractor when he considers that the Contractor has completed the Work stating the date accordingly. Alternatively, the Employer may notify the Contractor that the Work, although not fully complete, are ready for taking over, stating the date accordingly.

The Employer shall take over the Work upon the issue of this notice.

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## **7. Remedying Defects**

### **7.1. Remedying Defects**

The Employer may at any time prior to the expiry of the period stated in the Appendix, notify the Contractor of any defects or outstanding work. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's design, Materials, quality or workmanship not being in accordance with the Contract.

The cost of remedying defects attributable to any other cause shall be valued as a Variation. Failure to remedy any defects or complete outstanding work within a reasonable time of the Employer's notice shall entitle the Employer to carry out all necessary work at the Contractor's cost.

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## **8. Variations and Claims**

### **8.1. Right to Vary**

The Employer may instruct Variations

### **8.2. Valuations of Variations**

Variations shall be valued as follows:

- a. At a lump sum price agreed between the Parties
- b. Where appropriate, at rates in the Contract, or
- c. In the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d. At appropriate new rates, as may be agreed or which the Employer considers appropriate, or

### **8.3. Early Warning**

A Party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim

for additional payment. The Contractor shall take all reasonable steps to minimize these effects.

The Contractor's entitlement to extension to the Time for Completion or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps.

#### 8.4. Right to Claim

If the Contractor incurs Cost as a result of any of the Employer's Liabilities, Contractor shall be entitled to the amount of such Cost. If as a result of any of Employer's Liabilities, it is necessary to change the Works, this shall be dealt with as Variation.

#### 8.5. Variation and Claim

The Contractor shall submit to the Employer an itemized make-up of the value Variations and claims within 2 days of the instruction or of the event giving rise Procedure to the claim. The Employer shall check and if possible agree the value. In the absence agreement, the Employer shall determine the value.

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### 9. **Contract Price and Payment**

#### 9.1. Payment terms

Payment will be made on submission of statements to the Employer by the Contractor showing the amounts to which he considers himself entitled, after completion of works and cleaning of site in accordance to the contract and to the satisfaction of the Employer.

#### 9.2. Advance Payment

If the successful proponent wishes, an advance payment less than or equal to 15% of the total bid price could be awarded.

Any required advance payment should be clearly mentioned in the **Financial Proposal**.

Fifteen (15) percent of the Bid Price shall be paid within Fourteen (14) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.

The advance payment will be recovered from the interim payments.

The Employer shall return the Bank Guarantee at the final deduction of mobilization advance made on the interim payments

9.3. Retentions and other deductions

Retentions at the rate of 5% of each payment and any other amount for which the Employer has specified his reasons for disagreement shall be deducted from each payment.

9.4. Payment of Retention

The retention shall be paid by the Employer to the Contractor within 14 days after either 30 Calendar Days, or the remedying of notified defects or the completion of outstanding work, all as referred to in Sub-Clause 7.1, whichever is the later.

Costs incurred by the Employer to make good any defects or complete any outstanding works not rectified or completed by the Contractor, having being notified, shall be deducted from the retention money.

9.5. Payment period

The Employer shall pay to the Contractor within 30 Calendar days from the receipt of invoice and supporting documents, in accordance with the agreement.

9.6. Currency

Payment shall be in the MVR (Maldivian Rufiyaa).

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**10. Default**

10.1. Default by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within 7 days after the Contractor's receipt of the Employer's notice, the Employer may by a second notice terminate the Contract in whole or in part. The Contractor shall then demobilize from the Site leaving behind Materials and any Contractor's Equipment which the Employer instructs in the second notice is to be used until the completion of the Works.

## 10.2. Default by Employer

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of Default by Employer the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within 7 days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within 14 days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice terminate the Contract. The Contractor shall then demobilize from the Site.

## 10.3. Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed, adjusted by the following:

- a. Any sums to which the Contractor is entitled under Sub-Clause 8.4,
- b. Any sums to which the Employer is entitled,

The net balance due shall be paid or repaid within 30 calendar days of the notice of termination.

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## 11. Risk and Responsibility

### 11.1. Contractor's Care of the Works

The Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 6.2. Responsibility shall then pass to the Employer.

If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform to the Contract.

Unless the loss or damage happens as a result of an Employer's Liability, the Contractor shall indemnify the Employer, the Employer's contractors, agents and employees against all loss or damage happening to the Works and against all claims or expense arising out of the Works caused by a breach of the Contract, by negligence or by other default of the Contractor, his agents or employees.

## 11.2. Force Majeure

If a Party is or will be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the Contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilize the Contractor's Equipment.

If the event continues for a period of 60 calendar days, either Party may then give notice of termination, which shall take effect 30 calendar days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Spares reasonably delivered to the Site, adjusted by the following:

- a. Any sums to which the Contractor is entitled under Sub-Clause 10.3,
- b. The cost of his suspension and demobilization,
- c. Any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within 30 calendar days of the notice of termination.

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## 12. Resolution of Disputes

The Employer and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations, WAMCO and the contractor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by arbitration by a panel of three mediators, one nominated by Employer, one nominated by the contractor and the third nominated and agreed by the nominees of the two parties. In such case the mediators shall follow the principles of the laws of the Republic of Maldives. Both parties shall accept the mediated decision as final and binding and either or both parties whichever is appropriate to the decision, shall comply with that decision.

## Section IV. Tendering Forms

Notes on Forms	
<b>Bid Form:</b>	The Bidder shall complete and submit with its bid the Bid Form. The Bid Form shall be included unammended for the bidder to complete, sign and submit with the Bid.
<b>Bidder's Information Form:</b>	The Bidder shall complete and submit with its bid the Bid Form
<b>Qualification Information:</b>	The Bidder shall complete and submit with its bid the Qualification Information form.
<b>Financial Data Form:</b>	The Bidder shall complete and submit with its bid the Financial Data Form.
<b>Annual Turnover Data Form:</b>	The Bidder shall complete and submit with its bid the Annual Turnover Data Form



## Form 1-(Bid Form)

Description of Works: **Supply and Delivery of Brand New 10 (Ten) Nos of 2 (Two) Ton Dump Trucks for Waste Management Corporation Limited (WAMCO)**

Iulaan Number: **WAMCO-LOG/IUL/2019/075**

Bid to: Waste Management Corporation Limited (WAMCO)

Address: Male' Waste Transfer Station  
Boduthakurufaanu Magu  
Maafannu  
Male'  
Republic of Maldives.

Having examined the conditions of Contract, technical specifications and other information given for the execution of above named works, I/we the undersigned, offer to undertake the whole said work in conformity with the said conditions of Contract, technical specifications, and bill of quantities for the sum of MVR .....(in figures).....  
..... (In words)  
or other sums may be ascertained in accordance with the said conditions.

*(Fill in the table below)..... [amount in numbers & words]*

	Price	Goods and Services Tax (GST)	Total Price
Option 1- With Import Duty			
Option 2-Without Import Duty			

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 whole of the works comprise in the Contract within calendar ..... days.

We agree to abide by this Bid for a period of forty-five (45) 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 No: .....

## Form 2-Bidder's Information Form

*[The Bidder 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 of Submission:*

1. Bidder's Name:
2. Register Number:
3. Registered Address:
4. GST Number:
5. Phone Number:
6. Mailing Address:
7. Tenderer's Authorized Representative Information:
Name:
Address:
Telephone/Fax numbers:
Email Address:
8. Name of Managing Director/CEO:
11. Phone Number:
12. Email Address:
13. Name of shareholders: 1..... Id No/ passport No:..... 2..... Id No/ passport No:..... 3..... Id No/ passport No:..... 4..... Id No/ passport No:..... 5..... Id No/ passport No:.....
<p>Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Company Registration Copy</p> <p><input type="checkbox"/> GST Registration Copy</p> <p><input type="checkbox"/> National Identification Card (if Individual) Copy</p> <p><input type="checkbox"/> Shareholder's Certificate provided by Ministry of Economic Development. (For foreign Parties, Shareholder's certificate provided by the Economic Development or foreign service establishment or equivalent office of that country)</p> <p><input type="checkbox"/> Organizational chart, a list of Board of Directors, and the beneficial ownership.</p>



1.2. List of ongoing projects

Description (& scope) of Goods supplied	Name of Client & Contact Person	Scheduled Completion Date	Currency & Value of Contract

*(Relevant paperwork should be submitted for verification)*

## FORM 4 – Financial Data

*[All Bidders should provide Financial Information. Each Bidder must fill in this form and submit along with the proposal. If necessary, use separate sheets to provide complete banker information. A copy of the audited financial Statement for each of the last three years and Bank Statement for the past year should be attached}. In case the Audited Financial Statement is not available, please provide a copy of tax return for the last 3 years.]*

<b>Banker details:</b>	
Name of Banker: .....	
Address of Banker: .....	
Telephone: .....	Contact name and title: .....
Facsimile: .....	Email: .....

### *Summary of actual assets and liabilities for the previous three years*

Financial information	Previous three years		
	2018	2017	2016
1. Total assets			
2. Current assets			
3. Total liabilities			
4. Current liabilities			

## FORM 5 – Annual Turnover data

*[All Bidder's must complete the information in this form. The information supplied should be the annual turnover of the Bidder, the terms of the amounts billed to the clients for each year for work in progress or completed at the end of the period reported. Use a separate sheet if necessary]*

Annual turnover data for the last Three years	
Year	Turnover
2018	
2017	
2016	

## Section V. Contract Forms

*This Section contains forms which, once completed, will form part of the Contract. The form for Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award. The form for Bid Security Shall be submitted along with the proposal.*

<b>Notes on Forms</b>	
<b>Agreement Form:</b>	Should not be completed by the Bidders at the time of their bid preparation
<b>Bid Security:</b>	The Bidder shall provide the Bid security in the form included hereafter or in another form acceptable to the Employer, pursuant to the provisions in the Instructions to Bidders.
<b>Bank Guarantee:</b>	The Bidder shall complete and submit the bank guarantee in accordance with the instructions indicated.
<b>Letter of Award:</b>	Should not be completed by the Bidder



# Form 1-(Agreement)

..... (Contract Number)

## **FORM OF AGREEMENT**

Supply and Delivery of Brand New 10 (Ten) Nos of 2 (Two) Ton Dump Trucks for  
Waste Management Corporation Limited (WAMCO)

This agreement made on the \_\_\_\_\_ between Waste Management Corporation Limited (WAMCO), (hereinafter called “the Employer”) of the one part and \_\_\_\_\_ (hereinafter called “the Contractor”) of the other part.

Whereas the Employer has requested the Contractor to provide his services to carry out the task as described in the contract documents here to in connection with:

### **Supply and Delivery of Brand New 10 (Ten) Tons of 2 (Two) Ton Dump Trucks for Waste Management Corporation Limited (WAMCO)**

The Employer agrees to employ the Contractor subject to and in accordance with the Conditions of Contract attached hereto and the contractor agrees to provide his services to carry out the Task subject to and in accordance with the Conditions of contract for the Contract Sum set out in the Bid.

Now this agreement witnesses as follows

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read construed as part of this agreement via:
  - a. Instructions to Bidders
  - b. General Conditions
  - c. Technical Specifications
  - d. Bid Form, Qualification Information & Sample Forms of Securities
3. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to the Works in conformity in all respects, with the provisions of the Contract.

4. The Employer hereby covenant to pay the Contractor in consideration of his carrying out of Task and the remedying of defects therein, the Contract Sum at the time and in the manner prescribed by in the Bid.
5. IN WITNESSETH whereof the parties hereto have caused this agreement to execute on the day and the year first above written.

**Employer**

Waste Management Corporation  
 Limited (WAMCO)

**Signature:** .....

**Name:** Adam Mohamed

**Title:** Managing Director

**Date:** .....

**Contractor**

**Signature:** .....

**Name:**

**Title:**

**Date:** .....

**Witness**

**Signature:** .....

**Name:**

**Title:**

**Date:** .....

**Witness**

**Signature:** .....

**Name:**

**Title:**

**Date:** .....

.

## Form 2- (Bid Security)

WHEREAS, \_\_\_\_\_ [name of bidder] (hereinafter called “the Tenderer”) has submitted his bid dated \_\_\_\_\_ [date] for the **Supply and Delivery of Brand New 10 (Ten) Nos of 2 (Two) Ton Dump Trucks for Waste Management Corporation Limited (WAMCO)** (hereinafter called “the Tender”).

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ [name of bank] of \_\_\_\_\_ [name of country] having our registered office at \_\_\_\_\_ (hereinafter called “the Bank”) are bound unto **WASTE MANAGEMENT CORPORATION LIMITED (WAMCO)** (hereinafter called “the Employer”) in the sum of, \_\_\_\_\_ for which payment well and truly to be made to the Employer the Bank binds itself, its successors and assigns by these presents,

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws the Tender during the period of validity specified in the Form of Tender;

OR

2. If the Tenderer having been notified of the acceptance of the Tender by the Employer during the period of validity fails or refuses to execute the Memorandum of Agreement in accordance with the Instructions to Tenderers, if required

We undertake to pay to WAMCO up to the above amount upon receipt of the first written demand, without WAMCO having to substantiate its demand, provided that in his demand WAMCO will note that the amount claimed is due to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date ...Days after the deadline for submission of Tenders as such deadline is stated in the Tender Documents or as it may be extended by WAMCO, notice of which extension(s) to the

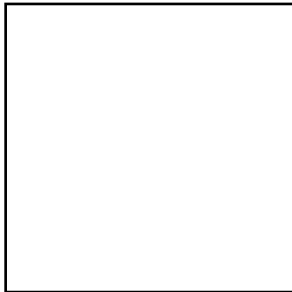
Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Yours Faithfully,

Signed -----

In the capacity of .....

Bank Seal:



## Form 3- (Bank Guarantee)

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

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Procuring Entity]*

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

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

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

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for **Supply and Delivery of Brand New 10 (Ten) Nos of 2 (Two) Ton Dump Trucks for Waste Management Corporation Limited (WAMCO) (Iulaan Number: WAMCO-LOG/IUL/2019/075** (hereinafter called "the Contract").

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

This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Contractor have made full repayment of the amount of the advance payment.

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

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*[signature(s)]*

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<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

## Form 4-(Award Letter - English)

..... (Letter Number)

..... (Date)

To: .....

.....

.....

.....

(Name & Address of the Contractor)

Dear Sir/Madam,

This is to notify that your bid Dated ..... For **Supply and Delivery of Brand New 10 (Ten) Nos of 2 (Two) Ton Dump Trucks for Waste Management Corporation Limited (WAMCO) (Iulaan Number: WAMCO-LOG/IUL/2019/075)** for the Contract Sum of Rufiyaa ..... (Amount in Figures) ..... (Amount in words), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by Waste Management Corporation Limited (WAMCO).

You are hereby instructed to proceed with the commencement of said project in accordance with the bid proposal subject to the terms and conditions of the contract.

Yours faithfully,

..... (Signature)

..... (Name)

..... (Designation)