



Republic of Maldives

# **BIDDING DOCUMENT**

**Issued on: December 2019**

**for**  
**Selection of HCFC Importers to the**  
**Maldives**

**NCB No: ME 001/2019**

Issued by:  
Ministry of Environment  
Male', Republic of Maldives



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# **PART 1–Bidding Procedures**

# Section I. Instructions to Bidders

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# Section I. Instructions to Bidders

## A. General

### 1. Scope of Bid

1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (**BDS**), the Client, as indicated in the **BDS**, issues these Bidding Documents for the **Selection of Importers of HCFCs and HCFC Blends** in Part 2 of these Bidding Documents. The name and identification of the National Competitive Bidding (NCB) are provided in the **BDS**.

1.2 Throughout these Bidding Documents:

- (a) the term “in writing” means communicated in written form and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- (c) “day” means calendar day.
- (d) “HCFC” means Hydrochlorofluorocarbon and its blends.

### 2. Corrupt Practices

2.1 It is the Government’s policy to require that Client, as well as bidders, suppliers, and Licensees observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup>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”<sup>2</sup> 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”<sup>3</sup> 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;

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<sup>1</sup>In this context, any action taken by a bidder, supplier, Licensee, or a sub-Licensee to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> “Another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup>A “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

- (iii) “collusive practice”<sup>4</sup> 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”<sup>5</sup> 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 relevant government authorities’ inspection & audit rights provided for under (e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the Procurement/Contract if it determines at any time that representatives of the Client were engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Client having taken timely and appropriate action satisfactory to the Government to address such practices when they occur;
- (d) will sanction a company/firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed/managed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or

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<sup>4</sup> “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>5</sup>A “party” refers to a participant in the procurement process or contract execution.

obstructive practices in competing for, or in executing, a Government-financed/managed contract; and

- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by Government, a provision be included requiring bidders, suppliers and Licensees to permit the Government to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Government.

### **3. Eligible Bidders**

- 3.1 Bidders shall provide evidence, as the Client shall reasonably request, of their continued eligibility. Bidders shall notify the Client immediately, in writing, of any change in the structure, formation, personnel or qualifications that could affect their Eligibility. Failure to notify the Client of such changes in a timely manner could result in the Bidder's disqualification.
- 3.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :
  - (a) they have the same legal representative for purposes of this bid; or
    - they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Client regarding this bidding process; or
  - (b) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved; or
- 3.3 A firm subject to a declaration of ineligibility pursuant to the Government Anti-Corruption policies shall be ineligible to be awarded a Government-financed/managed contract during the debarment period.
- 3.4 Companies/Firms shall be excluded if as a matter of law or official regulation, the Government prohibits commercial relations with that Company/Firm.

## **B. Contents of Bidding Document**

### **4. Sections of Bidding Document**

- 4.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any addenda issued.



**PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

**PART 2 Services Requirements**

- Section VI. Description of Services

**PART 3 Conditions of Contract and Contract Forms**

- Section VII. General Conditions (GC)
- Section VIII. Special Conditions (PC)
- Section IX. Annex to the Conditions Contract Forms

4.2 The Bidder shall obtain the Bidding Document and its addenda directly from the source stated by the Client in the Invitation for Bids. The Client is not responsible for the completeness of the Bidding Document and its addenda if they were obtained otherwise.

4.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

**5. Clarification of Bidding Document, Pre-Bid Meeting**

5.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Client in writing at the Client's address, and by the means of communication **indicated in the BDS**, or raise his enquiries during the pre-bid meeting if provided. The Client will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Client shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 4.2, including a description of the inquiry but without identifying its source. Should the Client deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 6 and ITB 18.2.

5.2 The Bidder's designated representative is invited to attend a pre-bid meeting, **if and as 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.

5.3 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the

responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 4.2. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Client exclusively through the issue of an addendum pursuant to ITB 6 and not through the minutes of the pre-bid meeting.

- 6. Amendment of Bidding Document**
- 6.1 At any time prior to the deadline for submission of Bids, the Client may amend the Bidding Documents by issuing addenda.
- 6.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Client in accordance with ITB 4.2. No other communications of any kind whatsoever will modify the Bidding Document.
- 6.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Client may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

### **C. Preparation of Bids**

- 7. Cost of Bidding** 7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 8. Language of Bid** 8.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Client, shall be written in the language **specified in the BDS**.
- 9. Documents Comprising the Bid** 9.1 The Bid shall comprise the following documents:
- (a) A Technical Proposal, with the following parts;
    - (i) Part I- Letter of Bid, in accordance with ITB 12.1;
    - (ii) Part II – The Bid Security, in accordance with ITB 16; (Not required)
    - (iii) Part III- Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 13.1;
    - (iv) Part V- Methodology and Approach in accordance with ITB 10;
    - (v) Part VI- documents establishing the qualifications of the bidder in accordance with ITB 14;

- (vi) Part VII- any other documents **required by the BDS.**
- (b) The Financial Proposal in accordance with ITB 11.
- 10. Documents Comprising the Methodology and Approach**
- 10.1 The Methodology and Approach shall consist of the following sub-parts:
- (a) A detailed work plan (hereinafter referred to as the Work Plan) using the corresponding form included in Section IV, Bidding Forms, and setting out the manner in which the Bidder proposes to carry out the services as defined in the Contract and to meet any performance targets specified in the Contract. *[not required]*
- (b) A staffing plan (hereinafter referred to as the Staffing Plan) setting out the Bidder's proposed staffing arrangements as they relate to the requirements included in Section VI, Schedule of Requirements. *[not required]*
- (c) Any other information as stipulated in Section IV, Bidding Forms.
- 11. Documents Comprising the Financial Proposal**
- 11.1 The Financial Proposal shall consist of a completed and properly executed Bid Price Form. The Bid Price Form is included in Section IV of this Bidding Document. Bidders shall complete the Bid Price Form in full and shall not amend or change the form in any way.
- 12. Letter of Bid**
- 12.1 Each Bidder shall provide a completed Letter of Bid in accordance with the Letter of Bid forms furnished in Section IV, one each for the Technical Proposal, including its attachment (TECH Form), and for the Financial Proposal.
- 12.2 All forms required in accordance with ITB 12.1 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.
- 13. Power of Attorney**
- 13.1 Each Bidder shall provide a written power of attorney duly notarized, indicating that the person(s) signing the bid has(ve) the authority to sign the Bid and thus that the bid is binding upon the Bidder during the full period of its validity.
- 14. Documents Establishing the Qualifications of the Bidder**
- 14.1 To establish its qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 14.1 Price shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of Price components is required solely for the purpose of facilitating the comparison of bids by the Client. This shall

not in anyway limit the Clients's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:

The Price of the Goods, quoted shall be the estimated selling price of good.

#### **15. Period of Validity of Bids**

- 15.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Client. A bid valid for a shorter period shall be rejected by the Client as non responsive.
- 15.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Client may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder granting the request shall not be required or permitted to modify its bid.

#### **16. Format and Signing of Bid**

- 16.1 The bidder shall prepare one original of the Technical Proposal and one original of the Financial Proposals as described in ITB 11.1, and clearly mark each as "ORIGINAL." In addition, the Bidder shall submit copies of the Technical Proposal and the Financial Proposal, in the number **specified in the BDS** and clearly mark them "COPY."
- 16.2 In the event of any discrepancy between the original and the copies, the original shall prevail.
- 16.3 The original and all copies of each Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 16.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

### **D. Submission and Opening of Bids**

#### **17. Sealing and Marking of Bids**

- 17.1 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the original and all copies of the Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" with a warning "**DO**

**NOT OPEN WITH THE TECHNICAL PROPOSAL.”** The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed.]”.

- 17.2 The inner envelopes and the outer envelope shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to Client in accordance with ITB 18.1;
  - (c) bear the specific identification of this bidding process indicated in the BDS pursuant to ITB 1.1; and
  - (d) bear a warning not to open before the time and date for bid opening.
- 17.3 If all envelopes are not sealed and marked as required, the Client will assume no responsibility for the misplacement or premature opening of the bid.
- 18. Deadline for Submission of Bids**
- 18.1 Bids must be received by the Client at the address and no later than the date and time **indicated in the BDS**. Electronic bid submission shall not be allowed and accepted.
- 18.2 The Client may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 6, in which case all rights and obligations of the Client and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 19. Late Bids**
- 19.1 The Client shall not consider any bid that arrives after the deadline for submission of Bids, in accordance with ITB 18. Any bid received by the Client after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 20. Technical Proposal Opening**
- 20.1 The Client shall open the Technical Proposals in public, in the presence of Bidders’ designated representatives and anyone who chooses to attend, at the address, and at the date and time **specified in the BDS**.
- 20.2 Only envelopes that are opened and read out at the proposal opening shall be considered further.
- 20.3 The envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; and any other details as the Client may consider appropriate. No proposal shall be rejected at the proposal opening except for late Bids, in accordance with ITB 19.1.
- 20.4 The Client shall prepare a record of the proposal opening that shall include, as a minimum: The Bidders’ representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders.

## **21. Financial Proposal Opening**

- 21.1 The Financial Proposals shall not be opened by the Client until the evaluation of the Technical Proposals has been completed.
- 21.2 The Client shall open the Financial Proposals in public, in the presence of Bidders' designated representatives and anyone who chooses to attend, and at the address specified in the BDS.
- 21.3 Financial Proposals will be opened only from those bidders who:
- (a) have submitted a responsive proposal; and
  - (b) if applicable, have met the minimum technical scores **specified in the BDS.**
- Financial Proposals from bidders who have failed to meet requirements (a) and (b), and, if applicable, will be returned unopened.
- 21.4 Only envelopes that are opened and read out at the proposal opening shall be considered further.
- 21.5 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; and the Bid Price in the Financial Proposal.
- 21.6 The Client shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder, Bid Price. The Bidders' representatives who are present shall be requested to sign the attendance sheet.

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

### **22. Confidentiality**

- 22.1 Information relating to the evaluation of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 22.2 Any attempt by a Bidder to influence the Client in the evaluation of the Bids or Contract award decisions may result in the rejection of its bid.
- 22.3 Notwithstanding ITB 22.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Client on any matter related to the bidding process, it may do so in writing.

### **23. General Clarification of Bids**

- 23.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Client may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Client shall not be considered, and the Client's request for clarification and the response shall be in writing. If the Bid includes a financial proposal,

no change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Bids, in accordance with ITB 30.

23.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.

**24. Selection Method and Evaluation Process**

24.1 Selection of the successful bidder will be conducted using Lowest-Evaluated Bid Selection.

24.2 Prior to the evaluation of any Bid, the Client will determine whether each Bid:

- (a) has been properly signed; and
- (b) is substantially responsive to the bid requirements.

24.4 The evaluation process will consist of two stages: (i) evaluation of the Technical Proposal in accordance with ITB 28 and (ii) Evaluation of the Financial Proposal in accordance with ITB 29.

**25. Deviations, Reservations, and Omissions**

25.1 During the evaluation of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

**26. Determination of Responsiveness**

26.1 The Client's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.

26.2 A substantially responsive bid is one that meets all the requirements, terms, conditions and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would
  - (i) Affect in any substantial way the scope, quality, or performance specified in the Schedules in Section VI; or
  - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Client's rights or the Bidder's obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

26.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Client and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

26.5 If a Bid is not substantially responsive, the Client will notify the Bidder that its Bid has been rejected.

**27. Nonmaterial  
Nonconformities**

27.1 Provided that a bid is substantially responsive, the Client may waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission.

27.2 Provided that a bid is substantially responsive, the Client may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

27.3 Provided that a bid is substantially responsive, the Client shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

**28. Technical Bid  
Evaluation**

28.1 For those Bids that are found to be substantially responsive pursuant to ITB 26, the Client shall evaluate the Technical Proposals using the following evaluation methodology:

(a) the Client shall score Technical Proposals by applying the point system specified in Section III for each evaluation criterion. Each proposal will be given an aggregate technical score (St) by adding the scores assigned under each evaluation criterion;

(b) A proposal shall be rejected at this stage if it fails to achieve the minimum aggregate technical score **specified in the BDS**; and

(c) The Client will apply any additional steps to the evaluation methodology **as may be indicated in the BDS**.

**29. Financial  
Proposal  
Evaluation**

29.1 Only Bids that have been found substantially responsive in accordance with ITB 26 and have met the minimum technical score specified in the **BDS** pursuant to ITB 33.1, shall have their Financial Proposals evaluated.

29.2 To evaluate a Financial Proposal, the Client shall consider:



- (a) price adjustment for correction of arithmetic errors in accordance with ITB 30;
- (b) The Client shall apply any additional steps to the evaluation methodology as may be indicated in the BDS;
- (c) Adjustment for nonconformities in accordance with ITB 27.
- (d) If a Financial Proposal is seriously unbalanced in the opinion of the Client, the Client may require the Bidder to produce detailed analyses for any or all items of the Technical and Financial Proposals, to demonstrate the internal consistency of those prices with supporting documents such as quotes from foreign suppliers.

29.3 The Client shall compare all substantially responsive Bids to determine the two lowest-evaluated bids. The bidders with the lowest Financial Proposal will be the Successful Bidders.

**30. Correction of Arithmetical Errors**

30.1 Provided that the bid is substantially responsive, the Client shall correct arithmetical errors.

30.2 If the Bidder that submitted the successful bid does not accept the correction of errors, its bid shall be disqualified.

**31. Client's Right to Accept Any Bid, and to Reject Any or All Bids**

31.1 The Client reserves the right to accept or reject any bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

## **F. Award of Contract**

**32. Award Criteria**

32.1 The Client shall award the Contracts to the Successful Bidders as determined under ITB 29.3, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**32.1 The Client may award the Contract to more than one (1) but to a maximum of three (3) Bidders, provided their Bids are successful in accordance with ITB 29.3.**

**33. Notification of Award**

33.1 Prior to the expiration of the period of bid validity, the Client shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance")

33.2 The Client shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 33.1, requests in writing the grounds on which its Bid was not selected.

**34. Signing of Contract**

- 34.1 Promptly after notification, the Client shall send the successful Bidder the Contract Agreement.
- 34.2 The Successful Bidder shall sign, date, and return the Contract Agreement to the Client within the timeframe specified in the **BDS**.

## Section II. Bid Data Sheet

<b>A. Introduction</b>	
<b>ITB 1.1</b>	The Client is: <b>Ministry of Environment</b>
<b>ITB 1.1</b>	The name of the NCB is: <b>Selection of HCFC importers to Maldives</b> The identification number of the NCB is: <b>ME 001/2019</b>
<b>B. Bidding Document</b>	
<b>ITB 5.1</b>	For <u>clarification purposes</u> only, the Client's address is: <b>Procurement Section</b> <b>Ministry of Environment</b> <b>Green Building, Handhuvaree Hingun, Maafannu,</b> <b>Male', 20392, Republic of Maldives</b> <b>e-mail: procurement@environment.gov.mv</b> Communications may be sent by "mail", "courier", "fax", & "email" ] <b>only.</b>
<b>C. Preparation of Bids</b>	
<b>ITB 8.1</b>	The language of the bid is: <b>English</b>
<b>ITB 15.1</b>	The bid validity period shall be <b>sixty (60)</b> days.
<b>ITB 16.3</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: minimum 2/3 of the board of directors.
<b>ITB 17.1</b>	In addition to the original of the Technical and Financial Proposals, the number of copies of the Technical Proposal is: <b>one (1)</b> and the number of copies of the Financial Proposal is: <b>one (1)</b> .
<b>D. Submission and Opening of Bids</b>	
<b>ITB 18.1</b>	For <u>bid submission purposes</u> only, the Client's address is : <b>Procurement Section</b> <b>Ministry of Environment</b> <b>Green Building, Handhuvaree Hingun, Maafannu</b> <b>Male', Republic of Maldives</b> The date and time for submission of bids are: <b>1000 hours local time on 12 December 2019</b> Bidders <b>shall not</b> have the option of submitting their Bids electronically
<b>ITB 20.1</b>	The opening of the Technical Proposals shall take place at: <b>Ministry of Environment</b> <b>Green Building, Handhuvaree Hingun, Maafannu</b> <b>Male', Republic of Maldives</b> The date and time for submission of bids are: <b>1000 hours local time on 12 December 2019</b>

<b>ITB 21.3</b>	The opening of the Financial Proposals shall take place at: <b>Ministry of Environment Green Building, HandhuvareeHingun, Maafannu, Male', Republic of Maldives</b>
<b>ITB 24.1</b>	The following selection method will be used: <b>Lowest-Evaluated Bid Selection</b>
<b>E. Evaluation, and Comparison of Bids</b>	
<b>ITB 28.1(b)</b>	The minimum aggregate technical score is: 70
<b>ITB29.3</b>	The Bids that are substantially responsive and meets the minimum aggregate technical score of 70 will be compared for the lowest profit margin and the Bidder with the Lowest -Evaluated Bid will be awarded the contract.
<b>E. Award of Contract</b>	
<b>ITB 34.2</b>	The Successful Bidder shall sign, date, and return the Contract Agreement to the Client within <b>fourteen (14) Days</b> . The Quota will be allocated to one or more but a maximum of three parties. If more than one party is selected the quota will be allocated proportionately to the points (marks) received to that particular party.

## Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Client shall use to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

### 1. Qualification Criteria

Before opening of the financial proposals, the Client shall carry out the qualification of the Bidder, using only the requirements specified below.

#### (a) Financial Capability

- (i) The bidder shall have the financial capacity to import HCFCs to the Maldives without running out of stock.
- (ii) The bidder shall furnish documentary evidence to support that it has the financial capacity to perform the contract.

#### (b) Experience and Technical Capacity

- (i) The bidder shall furnish documentary evidence to demonstrate experience in importing and storage of refrigerants in the Maldives.(legal status, place of registration and principal place of business of the company or firm or partnership, etc.)
- (ii) The bidder shall furnish documentary evidence to support that it has the technical capacity to perform the contract:
  - Years of experience in importing refrigerants
  - Handling and availabilities of reasonable storage facilities; and
  - Qualifications and experience of staff members.

### 2. Qualification Requirements

The Licensor will carry out post qualification of the Bidder, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

#### (a) Financial Capability

The Bidder shall furnish documentary evidence that it has an average annual Sales turnover of at least MRF20,000,000 or equivalent, in the last three years to qualify for the award of the contract.

#### (b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- (i) During the last three (3) years the bidder must have successfully completed the supply of Goods comparable to the requirements.
- (ii) The documentary evidence of the bidder's eligibility to bid shall establish to the Client's satisfaction that the bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 4.

- (iii) Bidders shall furnish documentary evidence (Client's certificate) in support of the satisfactory performance of previous contracts.

If the bidder does not meet the above criteria, the Client reserves the right to assess the bidder's capabilities and capacity to execute the contract satisfactorily before contract award is decided.

**All bids submitted shall also include the following information:**

- (a) The Bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the import, storage and distribution of HCFCs.
- (b) Reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditor's report for the past two years, bankers certificate, etc.
- (c) If the bidder does not meet the above criteria, the Client reserves the right to assess the bidder's capabilities and capacity to execute the contract satisfactorily before contract award is decided.
- (d) The bidder is subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in the forms of the qualification requirements and/or records of poor performance such as, not properly completing the contractual obligations, litigation history etc.

### 3. Evaluation Criteria

The Client will evaluate the Technical Proposals using the following criteria

Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:	
	<u>Points</u>
(i) Experience of the Company:	
a) Years of experience in importing refrigerants	[35]
b) Handling and availability of reasonable storage facilities	[15]
Total points for criterion (i):	<b>[50]</b>
(ii) Adequacy of the proposal	
a) Financial Capacity	[40]
Total points for criterion (ii):	<b>[40]</b>
(iii) Key professional staff qualifications and competence:	
a) Managerial Staff	[10]
b) Technical Staff	[10]
Total points for criterion (iii):	<b>[20]</b>
<i>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following sub-criteria and relevant percentage weights:</i>	
1) <i>General qualifications</i>	<i>[50%]</i>
2) <i>Adequacy of the proposal</i>	<i>[30%]</i>
3) <i>Experience and Technical Capacity</i>	<i>[20%]</i>
<i>Total weight:</i>	<i>100%</i>
Total points for the four criteria:	100
The minimum technical score St required to pass is: <b>70</b> Points	

## Section IV. Bidding Forms

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## Letter of Bid- Technical Proposal Form

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

Request for Proposals No.: \_\_\_\_\_

To: *[Name and address of Client]*

Ladies and/or Gentlemen,

We, the undersigned, offer to import HCFCs to the Maldives in accordance with your Request for Bids dated (date), including Addendum Nos. *[insert numbers]*, and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We agree to abide by this Technical Proposal, which consists of this letter and Attachments 1 through *[number]* hereto, for a period of sixty (60) days from the date fixed for submission of proposals as stipulated in the bidding documents, and it shall remain binding on us, provided that we are invited to negotiate a contract with you before the expiration of that period.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_,

**Attachments:** *[In accordance with ITB Sub-Clause 11.1, plus any additional attachment either specified by the Client in the Bid Data Sheet or included by the Bidder.]*

## **Form TECH – Attachment to the Technical Proposal Description of the Approach and Methodology**

[in accordance with ITB 12.1]

### **I. Approach and Methodology**

*[how the licensee would ensure to fulfill/manage the obligations of the contract, Control measures to avoid any over importing, measures to make the goods available to user on apriority basis, any other measures, actions methods the party is planning to meet the targets]*

### **II. Tentative import and distribution schedule.**

## Price Schedule Forms

### Letter of Bid - Financial Proposal Form

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

Request for Proposals No.: \_\_\_\_\_

To: [*Name and address of Client*]

Ladies and/or Gentlemen,

We, the undersigned, offer to import the HCFC products to the Maldives without failing to meet the demands of the public but within the limitations of quota and license granted to us for such imports in accordance with your Request for Bids dated [*Insert Date*], including Addendum Nos. [*insert numbers*], and our Technical Proposal.

Our Financial Proposal which consists of this letter shall be valid for a period of sixty (60) days from the date fixed for submission of proposals; it shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand that you are not bound to accept any proposal that you may receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_

Note: The Bidder shall include in the Price Form the percentage they intend to add to the sum of the CIF Value, Duty and other taxes of the goods they import and sell.

## Price Schedule for the Import of 1.68 MT of HCFCs to the Maldives during the year 2020

Date: _____								
IFB No: <b>ME 001/2019</b>								
Page N° _____ of _____								
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Expected Date of Import	Estimated Quantity and physical unit	Unit price CIF	Customs Duties, GST and Other taxes	Other expenses and Profit Margin	Maximum Selling Price of imported ODS (6+7+8)
<b>HCFC-22</b>	Monochlorodifluoromethane							
<b>Total Price</b>								

## **PART 2 –Requirements**

## Section VI. Schedules of Requirements

*[This section includes the various schedules that comprise the contract specific Management Services requirements, completed by the Client as appropriate.]*

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## Schedule A: List of HCFCs Controlled under Montreal Protocol

Substance	ASHRAE Code	Chemical name	Chemical formula	Ozone Depletion Potential*	Customs HS code
HCFC-21**	R-21	Dichlorofluoromethane	CHFCl <sub>2</sub>	0.04	
<b>HCFC-22**</b>	R-22	Monochlorodifluoromethane	CHF <sub>2</sub> Cl	0.055	
HCFC-31	R-31	Monochlorofluoromethane	CH <sub>2</sub> FCI	0.02	
HCFC-121	R-121	Tetrachlorofluoroethane	C <sub>2</sub> HFCl <sub>4</sub>	0.01-0.04	
HCFC-122	R-122	Trichlorodifluoroethane	C <sub>2</sub> HF <sub>2</sub> Cl <sub>3</sub>	0.02-0.08	
<b>HCFC-123**</b>	R-123	Dichlorotrifluoroethane	C <sub>2</sub> HF <sub>3</sub> Cl <sub>2</sub>	0.02-0.06	
<b>HCFC-124**</b>	R-124	Monochlorotetrafluoroethane	C <sub>2</sub> HF <sub>4</sub> Cl	0.02-0.04	
HCFC-131	R-131	Trichlorofluoroethane	C <sub>2</sub> H <sub>2</sub> FCI <sub>3</sub>	0.007-0.05	
HCFC-132	R-132	Dichlorodifluoroethane	C <sub>2</sub> H <sub>2</sub> F <sub>2</sub> Cl <sub>2</sub>	0.008-0.05	
HCFC-133	R-133	Chlorotrifluoroethane	C <sub>2</sub> H <sub>2</sub> F <sub>3</sub> Cl	0.02-0.06	
HCFC-141	R-141	Dichlorofluoroethane	C <sub>2</sub> H <sub>3</sub> FCI <sub>2</sub>	0.005-0.07	
<b>HCFC-141b**</b>	R-141b	Dichlorofluoroethane	CH <sub>3</sub> CFCl <sub>2</sub>	0.11	
HCFC-142	R-142	Chlorodifluoroethane	C <sub>2</sub> H <sub>3</sub> F <sub>2</sub> Cl	0.008-0.07	
<b>HCFC-142b**</b>	R-142b	Chlorodifluoroethane	CH <sub>3</sub> CF <sub>2</sub> Cl	0.065	
HCFC-151	R-151	Chlorofluoroethane	C <sub>2</sub> H <sub>4</sub> FCI	0.003-0.005	
HCFC-221	R-221	Hexachlorofluoropropane	C <sub>3</sub> HFCl <sub>6</sub>	0.015-0.07	
HCFC-222	R-222	Pentachlorodifluoropropane	C <sub>3</sub> HF <sub>2</sub> Cl <sub>5</sub>	0.01-0.09	
HCFC-223	R-223	Tetrachlorotrifluoropropane	C <sub>3</sub> HF <sub>3</sub> Cl <sub>4</sub>	0.01-0.08	
HCFC-224	R-224	Trichlorotetrafluoropropane	C <sub>3</sub> HF <sub>4</sub> Cl <sub>3</sub>	0.01-0.09	
HCFC-225	R-225	Dichloropentafluoropropane	C <sub>3</sub> HF <sub>5</sub> Cl <sub>2</sub>	0.02-0.07	
HCFC-225ca**	R-225ca	Dichloropentafluoropropane	CF <sub>3</sub> CF <sub>2</sub> CHCl <sub>2</sub>	0.025	
HCFC-225cb**	R-225cb	Dichloropentafluoropropane	CF <sub>2</sub> CICF <sub>2</sub> CHCIF	0.033	
HCFC-226	R-226	Monochlorohexafluoropropane	C <sub>3</sub> HF <sub>6</sub> Cl	0.02-0.10	
HCFC-231	R-231	Pentachlorofluoropropane	C <sub>3</sub> H <sub>2</sub> FCI <sub>5</sub>	0.05-0.09	
HCFC-232	R-232	Tetrachlorodifluoropropane	C <sub>3</sub> H <sub>2</sub> F <sub>2</sub> Cl <sub>4</sub>	0.008-0.10	
HCFC-233	R-233	Trichlorotrifluoropropane	C <sub>3</sub> H <sub>2</sub> F <sub>3</sub> Cl <sub>3</sub>	0.007-0.23	
HCFC-234	R-234	Dichlorotetrafluoropropane	C <sub>3</sub> H <sub>2</sub> F <sub>4</sub> Cl <sub>2</sub>	0.01-0.28	
HCFC-235	R-235	Monochloropentafluoropropane	C <sub>3</sub> H <sub>2</sub> F <sub>5</sub> Cl	0.03-0.52	
HCFC-241	R-241	Tetrachlorofluoropropane	C <sub>3</sub> H <sub>3</sub> FCI <sub>4</sub>	0.004-0.09	
HCFC-242	R-242	Trichlorodifluoropropane	C <sub>3</sub> H <sub>3</sub> F <sub>2</sub> Cl <sub>3</sub>	0.005-0.13	
HCFC-243	R-243	Dichlorotrifluoropropane	C <sub>3</sub> H <sub>3</sub> F <sub>3</sub> Cl <sub>2</sub>	0.007-0.12	
HCFC-244	R-244	Monochlorotetrafluoropropane	C <sub>3</sub> H <sub>3</sub> F <sub>4</sub> Cl	0.009-0.14	
HCFC-251	R-251	Monochlorotetrafluoropropane	C <sub>3</sub> H <sub>4</sub> FCI <sub>3</sub>	0.001-0.01	
HCFC-252	R-252	Dichlorodifluoropropane	C <sub>3</sub> H <sub>4</sub> F <sub>2</sub> Cl <sub>2</sub>	0.005-0.04	
HCFC-253	R-253	Monochlorotrifluoropropane	C <sub>3</sub> H <sub>4</sub> F <sub>3</sub> Cl	0.003-0.03	
HCFC-261	R-261	Dichlorofluoropropane	C <sub>3</sub> H <sub>5</sub> FCI <sub>2</sub>	0.002-0.02	
HCFC-262	R-262	Monochlorodifluoropropane	C <sub>3</sub> H <sub>5</sub> F <sub>2</sub> Cl	0.002-0.02	
HCFC-271	R-271	Monochlorofluoropropane	C <sub>3</sub> H <sub>6</sub> FCI	0.001-0.03	

\* Identifies the most commercially viable substances with ODP values listed against them to be used for the purposes of the Protocol.



### Schedule B: List of HCFC Blends

ASHRAE number	Components	Percentage composition	ODP	GWP (100_yr)	Customs HS code
<u>R-401A</u>	R-22/152a/124	53.0/13.0/34.0	0.033	1200	
<u>R-401B</u>	R-22/152a/124	61.0/11.0/28.0	0.036	1300	
<u>R-401C</u>	R-22/152a/124	33.0/15.0/52.0	0.027	930	
<u>R-402A</u>	R-125/290/22	60.0/2.0/38.0	0.019	2800	
<u>R-402B</u>	R-125/290/22	38.0/2.0/60.0	0.030	2400	
<u>R-403A</u>	R-290/22/218	5.0/75.0/20.0	0.038	3100	
<u>R-403B</u>	R-290/22/218	5.0/56.0/39.0	0.028	4500	
<u>R-405A</u>	R-22/152a/142b/C318	45.0/7.0/5.5/42.5	0.026	5300	
<u>R-406A</u>	R-22/600a/142b	55.0/4.0/41.0	0.056	1900	
<u>R-408A</u>	R-125/143a/22	7.0/46.0/47.0	0.024	3200	
<u>R-409A</u>	R-22/124/142b	60.0/25.0/15.0	0.046	1600	
<u>R-409B</u>	R-22/124/142b	65.0/25.0/10.0	0.045	1600	
<u>R-411A</u>	R-1270/22/152a	1.5/87.5/11.0	0.044	1600	
<u>R-411B</u>	R-1270/22/152a	3.0/94.0/3.0	0.047	1700	
	R-1270/22/152a	3.0/95.5/1.5	0.032	1600	
<u>R-412A</u>	R-22/218/142b	70.0/5.0/25.0	0.053	2300	
<u>R-414A</u>	R-22/124/600a/142b	51.0/28.5/4.0/16.5	0.043	1500	
<u>R-414B</u>	R-22/124/600a/142b	50.0/39.0/1.5/9.5	0.039	1400	
<u>R-415A</u>	R-22/152a	82.0/18.0	0.041	1500	
<u>R-415B</u>	R-22/152a	25.0/75.0	0.013	550	
	R-22/152a	52.0/48.0	0.018	940	
	R-22/152a	60.0/40.0	0.020	1100	
<u>R-416A</u>	R-134a/124/600	59.0/39.5/1.5	0.008	1100	
<u>R-418A</u>	R-290/22/152a	1.5/96.0/2.5	0.048	1700	
<u>R-420A</u>	R-134a/142b	88.0/12.0	0.008	1500	
<u>R-501 *</u>	R-22/12	75.0/25.0	NA	NA	
<u>R-502</u>	R-22/115	48.8/51.2	0.250	4700	
<u>R-505</u>	R-12/31	78.0/22.0	NA	NA	
<u>R-506</u>	R-31/114	55.1/44.9	NA	NA	
<u>R-509A</u>	R-22/218	44.0/56.0	0.022	5700	

Mixtures of two or more different chemical compounds, often used individually as refrigerants for other compounds

Source Ozone Action: [http://www.uneptie.org/ozonaction/topics/hcfc\\_blends.htm](http://www.uneptie.org/ozonaction/topics/hcfc_blends.htm)

## Schedule D: Reporting Requirement

### 1. Reporting

The holders of license for importing HCFCs are required to provide **Monthly Reports** to the Licensor. It would be a major deviation to fail to comply with this requirement, in respect of which substantial penalties apply. Any licensee who violates this may be disqualified to participate in any bidding process for obtaining quota and license for two or more years.

### 2. Records to be kept by licensees

1.1. The Licensee, at any time must keep a record in writing of:

- (a) the quantities of each imported Substance, stored and distributed by the firm in a month;
- (b) in respect of each quantity of a substance that has been imported by the person in the month:
  - (i) the date of importation; and
  - (ii) the country of origin of the scheduled substance; and
  - (iii) the full name and address of the person from whom the scheduled substance was imported; and
  - (iv) the place at which the scheduled substance was discharged from the ship or aircraft on which the scheduled substance was carried; and
  - (v) if the scheduled substance was imported on a ship — the name of the ship; and
  - (vi) if the scheduled substance was imported on an aircraft — the flight number

## **PART 3–Conditions of Contract and Contract Forms**



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# General Conditions (GC)

## 1. General Provisions

### 1.1 Definitions

In the Contract the following words and expressions shall have the meanings stated below, unless otherwise required by the context.

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Maldives, or in such other country as may be otherwise specified in the Contract Documents.
- (b) “Licensee” means any private or public entity that receive license under the Contract.
- (c) “Licensor” means the Ministry or Authority issuing the license on behalf of the government.
- (d) “Contract” means the Agreement entered into between the Parties and includes the Contract Documents.
- (e) “Contract Documents” means the documents listed in the Contract including all attachments, appendices, and all documents incorporated by reference therein and shall include any amendments thereto.
- (f) “Day” means calendar day.
- (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- (h) “GCC” means these General Conditions of Contract.
- (i) “Government” means the Government of the Republic of Maldives.
- (j) “Party” means the Licensee or the Client, as the case may be, and “Parties” means both of them.
- (k) “Licensor” means the Representative of the Government, as specified in the Contract.
- (l) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (m) “Third Party” means any person or entity other than the Government, the Licensor, the Licensee or a Sub-Licensee.

### 1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Licensor and the Licensee. The Licensee, subject to this Contract, has complete charge of Personnel, if any, performing the activities and shall be fully responsible for the activities performed by them or on their behalf hereunder.

### **1.3 Law Governing Contract**

This Contract, its meaning and interpretations, and the relation between the Parties shall be governed by the Applicable Laws and regulations of the Republic of Maldives.

### **1.4 Language**

This Contract has been executed in English which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### **1.5 Priority of Documents**

The documents forming the Contract (as attached hereto) are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) the Contract Agreement (if any),
- (b) the Letter of Acceptance,
- (c) these Conditions of Contract,
- (d) the Schedules of Services Requirements
- (e) the Letter of Bid

### **1.6 Notices**

- (a) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- (b) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SCC.

### **1.7 Facilities and Locations**

All the facilities space required for the storage of the imported HCFCs and its blends shall be the responsibility of the Licensee.

The licensee shall provide the Licensor the locations of the storage facilities and shall provide access to the facilities if a request is made by the Licensor for the purpose of routine inspections.

### **1.8 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Licensor or the Licensee may be taken or executed by the officials specified in the SCC.

### **1.9 Taxes and Duties**

The Licensee shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution of the Contract and the Licensee shall indemnify and hold the Licensor harmless against and from the consequences of any failure to do so.



### **1.10 Fraud and Corruption**

For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

- (a) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (b) “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;
- (c) “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;
- (d) “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;
- (e) “obstructive practice” is
  - (i). 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
  - (ii). acts intended to materially impede the exercise of the Government’s inspection and audit rights.

### **1.11 Licensee’s Representative**

The Licensee shall appoint a Licensee’s Representative and shall give him all authority necessary to act on the Licensee’s behalf under the Contract.

The Licensee’s Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Licensor Representative has received prior notice signed by the Licensee’s Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

### **1.12 Licensor’s Representative**

The Licensor may change its representative from time to time and shall give notice of the change without delay. The Licensor’s Representative shall represent and act for the Licensor at all times during the performance of the Contract.

### **1.13 Communications**

All notices, instructions, information and other communications given by the Licensee to the Licensor under the Contract shall be given to the Licensor’s Representative except as herein otherwise provided.

All notices, instructions, orders, certificates, approvals and all other communications under the Contract by the Licensor shall be given by the Licensor's Representative otherwise provided.

## **2. Commencement, Modification, Termination and Duration**

### **2.1 Effectiveness of the Contract**

This Contract shall come into force and effect on the date (the "Effective Date") of the Licensor's notice to the Licensee and on issuance of License to import HCFCs **in the Schedule 1 and Schedule 2.**

### **2.2 Duration**

Unless terminated earlier this Contract shall remain in effect until the period stated in the **SCC** has passed after the Commencement Date.

### **2.3 Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract may only be made by written agreement between the Parties.

### **2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause GCC 2.7 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified **in the SCC.**

### **2.5 Force Majeure**

#### **2.5.1 Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

#### **2.5.2 No Breach of Contract**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of

Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### 2.5.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

## 2.6 Suspension

The Licensor may, by written notice of suspension to the Licensee, **suspend the License to import HCFCs** in to Maldives, if the Licensee:

- (a) fails to submit the required reports to the Licensor in accordance with the reporting requirements;
- (b) commits a substantial breach of the Contract, **including unauthorized import and distribution** of HCFCs;
- (c) fails to comply with the proposed maximum Selling Price of ODS.
- (d) fails to provide access to the Storage Facilities of HCFCs for the Licensor's staff for the purpose of supervision,

provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Licensee to remedy such failure within a period not exceeding thirty (30) days after receipt by the Licensee of such notice of suspension.

The Licensor may suspend the License, if this is necessary in the public interest, by notice to the Licensee. Such notice shall specify the effective date of the suspension, the reasons for the suspension, and the date on which the suspension will end.

## 2.7 Termination

### 2.7.1 By the Licensor

The Licensor may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.7.1. In such an occurrence the Licensor shall give a not less than thirty (30) days' written notice of termination to the Licensee.

- (a) If the Licensee fails to remedy a failure in the **performance of its obligations** hereunder, as specified in a notice of suspension pursuant to Clause GCC 2.9 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Licensor may have subsequently approved in writing.

- (b) If the Licensee becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Licensee fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 4.2 hereof.
- (d) If the Licensee, in the judgment of the Licensor, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Licensee submits to the Licensor a false statement which has a material effect on the rights, obligations or interests of the Licensor.
- (f) If, as the result of Force Majeure, the Licensee is unable to perform a material portion of the contractual obligations such as importing and making available the required goods on time and sell for a period of not less than sixty (60) days.

### **2.7.2 By the Licensee**

The Licensee may terminate this Contract, by not less than thirty (30) days' written notice to the Licensor, in case of the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GCC 2.7.2.

- (a) If, as the result of Force Majeure, the Licensee is unable to perform a material portion of the Contractual Obligations for a period of not less than sixty (60) days.
- (b) If the Licensor fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 4.2 hereof.
- (c) If the Licensor is in material breach of its obligations pursuant to this Contract and has not remedied the same within twenty eight (28) days (or such longer period as the Licensee may have subsequently approved in writing) following the receipt by the Licensor of the Licensee's notice specifying such breach.

### **2.8 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.7 hereof, or upon expiration of this Contract pursuant to Clause GCC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the Licensee's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 4.1 hereof, and (iv) any right which a Party may have under the Applicable Law.

### **2.9 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GCC 2.7.1 or in Clause GCC 2.7.2 hereof has occurred, such Party may, within twenty eight (28) days after receipt of notice of termination from the other Party, refer the matter to Clause GCC 4.2 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **3. Obligations of the Licensee**

### **3.1 Standard of Performance**

The Licensee shall import, distribute, and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards.

### **3.2 Liability of the Licensee**

Subject to additional provisions, if any, set forth in the SCC, the Licensees' liability under this Contract shall be provided by the Applicable Laws and Regulations of the Republic of Maldives.

### **3.3 Health and Safety**

The Licensee shall at all times take all reasonable precautions to maintain the health and safety of the Licensee's Personnel.

### **3.4 Licensee's reporting requirements**

Unless otherwise stated in Schedule of requirement, monthly progress reports shall be prepared by the Licensee and submitted to the Licensor's Representative. Reports shall be submitted monthly. The Licensee shall comply with all other reporting requirements specified in Schedule C.

## **4. Obligations and Rights of the Licensor**

### **4.1 Supervision by the Licensor**

- (a) The Licensor shall supervise the Licensee in the performance of its obligations under this Contract.
- (b) The Licensor shall review and approve or comment upon all reports where necessary, submitted by the Licensee.
- (c) The Licensor shall be given reasonable access during normal working hours to the Storage facilities of the Licensee for the purposes of inspection. For the avoidance of doubt the term "Licensor" as used herein shall include duly authorized officers, employees and representatives of the Licensor.

### **4.2 Dispute Resolution**

#### **4.2.1 Amicable Settlement**

- (a) If any dispute arises out of or in connection with this Contract, either Party may give notice to the other Party of the same, whereupon the Parties shall meet promptly and in a good faith attempt to reach an amicable settlement.
- (b) In the event that the Parties do not resolve a dispute in accordance with this Sub-Clause within twenty one (21) days of notice of the dispute being given, shall be settled by arbitration.

#### 4.2.2 Arbitration

- (a) Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause 4.2.1 may be shall be settled by arbitrations.
- (b) Arbitration proceedings shall be conducted in accordance with the laws and regulations of the republic of Maldives.
- (c) Nothing shall disqualify representatives of the Parties from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

## 5. Particular Conditions

### 5.1 Importing Country

All licensees to import HCFCs carry a condition that the licensee must only import the substances from a country that has ratified the Montreal Protocol and relevant subsequent amendments.

### 5.2 Quota

The quota allocated to a licensee shall be on completion of the bidding process and in consideration with the National Import Quota for HCFCs for the intended importing year.

The quota shall not be transferred to another party unless in accordance with the sub-clause 5.7.

### 5.3 Quota Period

- (a) Licensee can import the allocated quota for the specified quota period only.
- (b) An HCFC quota stays in force until the end of the quota period for which it is allocated, unless it stops being in force for any other reason before then.
- (c) A quota allocated to a licensee stops being in force when the licensee's licence is cancelled, or stops being in force for any other reason.

### 5.4 Import of HCFCs

- (a) The allocated quota of the Substance for the year can be imported in different shipments if the licensee wishes for; and if so, the first shipment should be imported not later than 60 days from the date of signing the contract.
- (b) Licensee shall submit the **import permit request form for every shipment prior to placing the order.**
- (c) Licensee shall not Use the imported HCFCs unless a proper 'User Permit' for the use of HCFCs have been obtained in accordance with the HCFCs regulation.

### 5.5 Storage and Maintenance of imported substances

- (a) Licensee shall store the imported Substance according to the relevant regulations.

- (a) All the costs involved in importing, storing and maintaining the imported HCFCs shall be borne by the Licensee.

## 5.6 Transfer of quotas

- (a) If:
  - (i) a licensee is allocated a quota; and
  - (ii) the Licensor transfers the licence, the unused part of the quota is taken to have been allocated to the transferee on the date of the transfer.
- (b) A licensee may, without transferring his or her licence, transfer a quota, or part of a quota, allocated to the licensee to another licensee with the approval of the Licensor.
- (c) A transfer mentioned in subsection (2) has no effect until the transferor notifies the Government of the transfer.
- (d) A notice must:
  - (i) state the transferee's name, address and licence number; and
  - (ii) specify the amount of quota transferred.
- (e) After a transfer mentioned in subsection (2) takes effect:
  - (i) the transferred quota, or part of a quota, is taken to have been allocated to the transferee; and
  - (ii) if part of a quota is transferred—the transferor is taken to have been allocated the untransferred part of the quota.
- (f) A transfer mentioned in subsection (2) only has effect to the extent to which it relates to a quota that has not been used, or to an unused part of a quota.

## 5.7 Publication of information about licences

- (a) The Licensor will publish on the Ministry's website details of licences granted, cancelled and surrendered.
- (b) The details that may be published about a licence are:
  - (i) the kind of licence;
  - (ii) the name of the licensee; and
  - (iii) the date on which the licence was granted, cancelled or surrendered.
- (c) The Secretary must ensure that the published details are updated as soon as practicable after any change and, in any event, at least every 6 months.

## 5.8 Powers of Licensor

- (a) The Licensor may **cancel or suspend** an HCFC license permit if it is satisfied that the holder:
  - (i) is no longer a fit and proper person to hold the permit; or
  - (ii) has contravened a condition to which the permit was subject; or

- (b) does not have the knowledge, ability and experience necessary to competently carry out the work covered by the licence; or
- (c) The Licensor may suspend an HCFC license permit:
  - (i) for a fixed period; or
  - (ii) until the Licensor is satisfied on reasonable grounds that:
    - a thing that contributes to the grounds for the suspension is remedied; and
    - if the thing is required to be remedied in a stated way — the thing is remedied in that way or in a way that is equally effective.
- (d) The Licensor cancels or suspends in accordance with Clause 4.2an HCFC license permit by giving the holder a notice:
  - (i) stating that the permit has been cancelled or suspended;
  - (ii) setting out the reasons for the cancellation or suspension; and
  - (iii) stating for a suspension for a fixed period — the period of the suspension.
- (e) For a permit that is suspended until a stated thing is remedied, the holder must tell the Licensor in writing when, and how, the thing is remedied.
- (f) If the Licensor decides that the thing is remedied:
  - (i) the Licensor must give the holder a notice stating that the Licensor is satisfied that the thing is remedied; and
  - (ii) the suspension ends on the day after the day the holder is given the notice.
- (g) If the Licensor decides that the thing is not remedied, the Licensor must give the holder a notice stating that the Licensor is not satisfied that the thing is remedied.
- (h) The Licensor may delegate his or her powers under this Contract to an employee or acting employee in the Department.
- (i) In exercising powers under a delegation, the delegate must comply with any directions of the Licensor.

### 5.9 Monthly reporting & levy requirements

Holders of a controlled substances licence are required to provide monthly accurate reports to the Licensor. It is an **offence to fail to comply with this requirement**, in respect of which substantial penalties apply. **Any licensee who violates this may be disqualified to participate in any bidding process for obtaining quota and license for two or more years.**



## Section VIII. Special Conditions (PC)

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

<u>Sub- Clause</u>	Conditions	Data
1.1	<b>Licensor's name and address</b>	<b>Ministry of Environment Green Building, HandhuvareeHingun, Maafannu Male', Republic of Maldives Facsimile: (+960) 301 8301 e-mail: ozone@environment.gov.mv</b>
1.6	<b>Notices</b>	Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing.  For the Licensor: <b>Ministry of Environment Green Building, HandhuvareeHingun, Maafannu Male', Republic of Maldives Facsimile: (+960) 301 8301 e-mail: ozone@environment.gov.mv</b>
1.8	<b>Authorized Representatives</b>	Licensor: <i>Ministry of Environment</i> <b>Ministry of Environment Green Building, HandhuvareeHingun, Maafannu Male', Republic of Maldives</b>  Licensee: ..... ..... .....
2.2	<b>Duration</b>	Unless terminated earlier this Contract shall remain in effect until it has passed: <b>twelve (12) months</b> after the commencement.
2.4	<b>Expiration of Contract</b>	Unless terminated earlier this Contract shall expire at: <b>December 31, 2020</b>

## **Section IX. Annex to the Particular Conditions - Contract Forms**

### **Table of Forms**

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# Notification of Award of License

## Letter of Acceptance

*[letterhead paper of the Licensor]*

*[date]*

To: *[name and address of the Licensee]*

This is to notify you that your Bid dated *[date]* have been selected to issuance of License for the Import Storage and Control of **Ozone Protection and Synthetic Greenhouse Gas Management** as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by this Ministry.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section IX, Annex to the Particular Conditions - Contract Forms, of the Bidding Document

Authorized				Signature:
Name	and	Title	of	Signatory:
Name		of		Agency:

Attachment: Contract Agreement

## Contract Agreement

THIS AGREEMENT made the **01 day of January, 2020** between the Ministry of Environment on behalf of the Government of the Republic of Maldives (hereinafter “the Licensor”), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Licensee”), of the other part:

WHEREAS the Licensor desires that the Services known as HCFCs Control and should be executed by the Licensee, and has accepted a Bid by the Licensee for the execution and completion of these Services and the remedying of any defects therein,

The Licensor and the Licensee agree as follows:

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

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

the addenda Nos. \_\_\_\_\_ (if any)  
 the Letter of Acceptance  
 the Particular Conditions  
 the General Conditions;  
 the Schedules of Services Requirements,  
 the Letter of Bid

4. The Licensor hereby issues License for the Import Storage and Control Services of HCFCs I, for a period of one (1) year under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

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

Signed by \_\_\_\_\_ (Licensee’s Parent Company)

*[This last signature line to be added when the Successful Bidder is required to incorporate in the Licensor’s Country, pursuant to ITB 40.3, and a Parent Company Guarantee is not required in the corresponding BDS]*