

WASTE MANAGEMENT CORPORATION LIMITED

Male' Republic of Maldives

TERMS OF REFERENCE

Supply and Delivery of Used Vehicles

For

Waste Management Corporation Limited

WAMCO-LOG/IUL/2019/086

Issued on: 26th December 2019

Table of Contents

Section I. Instructions to Bidders	3
Section II. Scope of Works	11
Section III. General Conditions	17
Section IV. Tendering Forms.....	25
Section V. Contract Forms.....	45

Section I. Instruction to Bidders

1. Introduction

Waste Management Corporation Limited (WAMCO), desires to seek a supplier to **Supply and Delivery of Used Vehicles for Waste Management Corporation Limited (WAMCO)**, specified in Section II 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". WAMCO will respond in writing to any request for clarification received earlier than one day 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.

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 Supplier as a result of such discrepancies will NOT be entertained what so ever. The Supplier shall, at all times, exercise with care and professional scrutiny to ensure that there are no discrepancies prior to execution of any portion of the Works on site. The Supplier 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 Supplier 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 Supplier.

10. Bid Submission

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

Email: procurement@wamco.com.mv

10.2. Date & Time

31st December 2019(Tuesday)

11:00 am

10.3. 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 Used Vehicles for Waste Management Corporation Limited (WAMCO)**" along with the advertisement number.

10.4. Documents

10.4.1. All the pages submitted with the bid shall be stamped and bound together. Loose pages will not be accepted.

10.4.2. The interested parties/companies are invited to submit a proposal as per the instructions given in clause 10.4.9 The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected supplier/company.

10.4.3. The Bidder shall express the price of their goods and services in Maldivian Rufiyaa

10.4.4. The Bidder should express the duration of the works clearly in days.

10.4.5. The Bidder shall be responsible for all tax obligations with the conformity to the prevailing laws and regulations of the Maldives.

10.4.6. If the bidder prefers, they have the option to submit proposals for one, or all of the vehicles mentioned in Section II

10.4.7. 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 10.4.9, required by the Tendering Documents may result in the rejection of the tender.

10.4.8. All the documents mentioned in Section IV, shall be submitted with the proposal. If not submitted, it may be disqualified at any stage of the evaluation.

10.4.9. Bids shall be submitted in one envelope, containing the Proposal in the following order.

10.4.9.1. Form 1- Bid Form

10.4.9.2. Form 2-Bidder's Information Form

10.4.9.2.1. All the documents in the check list must be attached with this form.

10.4.9.3. Form 3-Qualification and Information Form

10.4.9.3.1. Reference letters/proof of experience of Similar works done by the supplier / company / individual and any other relevant document mentioned in the Form must be attached.

10.4.9.4. Form 4: Financial Data form

10.4.9.4.1. 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. Individual Applicants may submit the bank statement for the past year

10.4.9.5. Form 5: Annual Turnover Data Form- (Not applicable for Individual Applicant)

10.4.9.6. Form 6-Specification Checklist

10.4.9.7. Form 7-BOQ

10.4.9.8. Company Profile

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

10.4.9.9. Delivery Period

10.4.9.9.1. The Bidder shall deliver the vehicles within Seven (7) days upon signing of the contract.

10.4.9.10.Warranty Period in Number of Years (Minimum 6 Months)

10.4.9.10.1. The Supplier warrants that all the Vehicles are in Good Condition and the warranty shall remain valid for Six (6) months, after the vehicles have been delivered to and accepted at the final destination.

10.4.9.10.2. The procuring entity shall give notice to the supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.

10.4.9.10.3. Upon receipt of such notice, the Supplier shall, within Six (6) months, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

10.4.9.10.4. If having been notified, the Supplier fails to remedy the defect within the period, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract

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.

11. Late Bids

Late Bids will not be accepted.

12. Bid Opening

Bids will be opened immediately after the deadline for Bid submission stated in clause 10, in the presence of the bidder or its official representative.

13. 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.

14. Bid Currency

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

15. Period of Bid Validity

Bids shall remain valid, from the date of Bid opening, for a period not less than 15 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.

16. Bid Security

The Bidder shall furnish, as part of his bid, a bid security in the amount of MVR 50,000.00. 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.

17. 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 Proposal.

Fifteen (15) percent of the Bid Price shall be paid within Three (3) 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

18. Retentions and Other Deductions

From each invoice or request for payment that is submitted, 10% (ten percent) shall be deducted from the total bill amount. Retention Money shall be returned after 6 (Six) months from date of Completion ("Retention Period"). The Supplier shall rectify any issues that might arise during the Retention Period following Completion. When the Retention Period expires, the Retention Money shall be issued if all pending rectification works had been completed by that time.

19. Award Criteria

Subject to Clause 20 & 21 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.

20. 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 WAMCO's action.

21. 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.

22. Evaluation and Comparison of Bids

The submitted bids will be evaluated under the following criteria.

22.1. Technical Proposal & Financial Proposal

22.1.1. Price = 70

22.1.2. Experience = 5

22.1.3. Specification = 10

22.1.4. Delivery Period= 10

22.1.5. Warranty =5

Total = 100 Marks

Break down of how the marks are allocated is as follows

Price		[70]
	$\text{Price} = \frac{\text{Lowest Amount}}{\text{Proposed Amount}} \times 70$	70
Experience		[5]
	No of similar projects in last three years (each project: value not less than 100,000 MVR)	
	1-3 Projects with reference letters	2.5
	More than 3 Projects with reference letters	2.5
Specification		[10]
	Meets all specification	10
Delivery Period	$\text{Delivery Duration} = \frac{\text{Shortest Duration}}{\text{Proposed Duration}} \times 10$	[10]
		10
Warranty		[5]
	$\text{Warranty} = \frac{\text{Proposed Duration}}{\text{Longest Duration}} \times 5$	5
TOTAL		100

Section II. Scope of Works

1. Description of the works

Supply and Delivery of Used Vehicles for Waste Management Corporation as specified in subclause 1.1 and 1.2.

1.1. Details of the vehicles

Vehicle	QTY	Unit
Excavator	3	Nos
Dump Truck	2	Nos

1.1.1. Excavator

Excavator SK 200, Equivalent or Above	
Brand	Kobelco, CAT, JCB
Quantity	Three (3)
Operating Weight	20400KG-34700kg
Year of Manufacture	2010 or later
Warranty Period	Minimum Six (6) Months
Accessories and Manual	<ul style="list-style-type: none"> - Standard toolkit - Operations Manual in English - Spare Parts Catalogue - Workshop manual in English
Spare Parts	Should be locally available or available within the south Asian Region.
Cab	All-weather, sound-suppressed steel cab mounted on the silicon-sealed viscous mounts and equipped with a heavy, insulated floor mat.
Control	<p>Two hand levers and two-foot pedals for travel</p> <p>Two hand levers for excavating and swing</p> <p>Electric rotary-type engine throttle</p>
Boom Cylinders	120 mm X 1,355 mm-140mmx1550mm
Arm cylinder:	135 mm X 1,558 mm-170mmx1788mm
Bucket cylinder:	120 mm X 1,080 mm-150mmx1193mm
Fuel Tank	370L -600L
Hydraulic Oil Tank:	146 -300L tank Oil Level
	230-360 L Hydraulic System
ENGINE	
Type	Direct Injection, Water-cooled,4-cycle Diesel Engine with turbocharger, Intercooler
No. of Cylinder	4-6
Hydraulic System	

Pump	
Type	Two Variable Displacement Pumps+1 Gear Pump
Relief valve setting	
Boom, arm and bucket:	34.3 MPa {350 kgf/cm ² }
Power Boost:	37.8 MPa {385 kgf/cm ² }
Travel circuit:	34.3 MPa {350 kgf/cm ² }
Swing circuit:	29.0 MPa {296 kgf/cm ² }
Control circuit:	5.0 MPa {50 kgf/cm ² }
Pilot control pump:	Gear type
Main control valves:	8-spool
Oil cooler:	Air cooled type
Swing System	
Swing Motor	Axial-Piston Motor
Brake	Hydraulic; Locking automatically when the swing control lever is in the neutral position
Parking Brake	Hydraulic disc brake
Swing speed:	12.5 min ⁻¹ {rpm}
Tail swing radius:	2,860 mm-3500mm
Min. front swing radius:	3,540 mm-4370mm
Travel System	
Travel motors:	2 X axial-piston, two-step motors
Travel brakes:	Hydraulic disc brake per motor
Parking brakes:	Oil disc brake per motor
Travel shoes:	45-48 each side
Travel speed:	5.6/3.3km/h -6.0/3.6 km/h
Gradeability:	70 % {35°}
Ground clearance:	450 mm-500mm

1.1.2. Dump Truck

14Ton and Above Dump Truck Specifications			
Brand	Isuzu/UD/Toyota/Mitsubishi/TATA/ Ashok Leyland or Equivalent		
Quantity	Two (2)		
Capacity	14Ton and Above		
Year of Manufacture	2010 or later		
Warranty Period	Minimum Six (6) Months		
Accessories and Manual	- Standard toolkit		
	- Operations Manual in English		
	- Spare Parts Catalogue		
	- Workshop manual in English		
Spare Parts	- Should be locally available or available within the south Asian Region.		
ENGINE			
No. of Cylinder	4-6		
Power Source / Engine Type	Diesel		
CHASSIS			
Transmission	Type	Smoother/Manual Transmission, 6 Forward Speed with Overdrive	
Final Gear	Type	Single Reduction Hypoid Gear	
Brakes	Service	Full Air	
	Front	Drum	
	Rear	Drum	
	Parking	At Rear Wheel	
Steering	Type	Recirculating Ball Nut Type with Integral Power Assisted	
Axle	Front	Type	Reverse Elliot I-beam
	Rear	Type	Banjo, Fully Floating
Suspension	Front	Semi-elliptical Alloy Steel Leaf Spring	
	Rear	Semi-elliptical Alloy Steel Leaf Spring	
Frame	Type	Ladder Type Channel Section	
Wheel arrangement/driving wheel		4x2 or 8x2	
Electrical System	Battery	12V-88AH	
	Alternator	24V-90A	
	Starter	24V-5.0Kw	
Fuel Tank	Capacity	200-220 Ltrs	
Cab	Type	Tilt Cab	
	Capacity	1 Driver & 2 Passengers	
Standard Equipment	Standard Silicone-fitted cab Mount, Power Windows, Central Door Lock, Side Door Beams and Power steering		

2. Other Information

- 2.1. The Vehicles must be delivered to WAMCO Male or Thilafushi Site.
- 2.2. Supplier shall deliver the vehicles within **Seven (7)** days upon signing of the contract.
- 2.3. The vehicles must be available for immediate use.
- 2.4. Minimum Warranty period shall be for Six (6) months, during which time, any breakdowns, defects and part damages, shall be expeditiously repaired or defective Goods or parts be replaced, at no cost to the Procuring Entity.
- 2.5. Vehicles must be registered under the Supplier's Name, if not, "No objection Letter" from the owner of the vehicle, with their Identification, shall be submitted.
- 2.6. Current Registration Certificates of all vehicles must be submitted along with the proposal
- 2.7. Registration at Transport Authority, Roadworthiness and Insurance should be done by the awarded party.
- 2.8. Specifications of each vehicle must be submitted along with the proposal

3. Inspection and Tests

- 4.1. 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, and that vehicles are in good conditions.
- 4.2. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination
- 4.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 4.4. 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 8.5 of Section III.

Section III. General Conditions

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 Supplier, 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. "Supplier" 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 Supplier.

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 calculated from the Commencement Date.

Money and Payments

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

Other Definition

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

1.2. Interpretations

Words importing persons or parties shall include suppliers 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.

2. The Employer

2.1. Applying for Permits

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

2.2. Employer's Instructions

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

3. The Supplier

3.1. General Obligations

The Supplier 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. Supplier's Representatives

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

3.3. Confidentiality of WAMCOs operations

The Supplier 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 Supplier 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 Supplier shall be responsible for all additional costs incurred for these works.

3.6. Defects Liability Period

Supplier shall make good any defects due to inappropriate workmanship within 6 months of completion of works, or any such duration proposed as the Warranty Period by the Supplier.

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

3.7. Subcontracting

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

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 Supplier'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 Supplier and which the Supplier 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 Supplier's offer as stated in the Agreement

5. **Liquidated Damages**

- 5.1. If the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the 10% price of the delivered price of the delayed Goods. Once the maximum is reached, the Procuring Entity may terminate the Contract.

6. **Taking-Over**

6.1. Completion

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

6.2. Taking-Over Notice

The Employer shall notify the Supplier when he considers that the Supplier has completed the Work stating the date accordingly. Alternatively, the Employer may notify the Supplier 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.

7. **Warranty**

- 7.1. The Supplier warrants that all the Vehicles are in Good Condition and the warranty shall remain valid for Six (6) months, after the vehicles have been delivered to and accepted at the final destination.

- 7.2. The procuring entity shall give notice to the supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 7.3. Upon receipt of such notice, the Supplier shall, within Six (6) months, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 7.4. If having been notified, the Supplier fails to remedy the defect within the period, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract

8. Contract Price and Payment

8.1. Payment terms

Payment will be made on submission of statements to the Employer by the Supplier 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.

8.2. 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 Three (3) 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

8.3. Retentions and other deductions

Retentions at the rate of 10% of each payment and any other amount for which the Employer has specified his reasons for disagreement shall be deducted from each payment.

8.4. Payment of Retention

From each invoice or request for payment that is submitted, 10% (ten percent) shall be deducted from the total bill amount. Retention Money shall be returned after 6 (Six) months from date of Completion ("Retention Period"). The Supplier shall rectify any issues that might arise during the Retention Period following Completion. When the Retention Period expires, the Retention Money shall be issued if all pending rectification works had been completed by that time.

8.5. Payment period

The Employer shall pay to the Supplier within 30 Calendar days from the receipt of invoice and supporting documents, in accordance with the agreement. **Preference will be given to the Suppliers offering maximum credit period.**

8.6. Currency

Payment shall be in the MVR (Maldivian Rufiyaa).

9. Default

9.1. Default by Supplier

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

9.2. 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 Supplier 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 Supplier 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 Supplier's notice, the Supplier may by a second notice terminate the Contract. The Supplier shall then demobilize from the Site.

9.3. Payment upon Termination

After termination, the Supplier 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 Supplier is entitled
- 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.

10. Risk and Responsibility

10.1. Supplier's Care of the Works

The Supplier 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 Supplier 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 Supplier shall indemnify the Employer, the Employer's Suppliers, 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 Supplier, his agents or employees.

10.2. 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 Supplier shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilize the Supplier'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 Supplier 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 Supplier is entitled under Sub-Clause 9.3
- 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.

11. Resolution of Disputes

The Employer and the Supplier 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 Three (3) days from the commencement of such informal negotiations, WAMCO and the Supplier 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 Supplier 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	
Bid Form:	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.
Bidder's Information Form:	The Bidder shall complete and submit with its bid, Form 2- the Bidder's Information Form
Qualification Information:	The Bidder shall complete and submit with its bid, form 3-Qualification Information form Qualification Information form.
Financial Data Form:	The Bidder shall complete and submit with its bid Form 4-Financial Data Form.
Annual Turnover Data Form:	The Bidder shall complete and submit with its bid the, Form 5- Annual Turnover Data Form
Specification Checklist:	The Bidder shall complete and submit with its bid, Form 6-Specification Check List
Bill of Quantity:	The Bidder shall complete and submit with its bid, Form 7, the bill of Quantity

Form 1-(Bid Form)

Description of Works: **Supply and Delivery of Used Vehicles for Waste Management Corporation Limited (WAMCO)**

lulaan Number: **WAMCO-LOG/IUL/2019/086**

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.

Price of each vehicle

Vehicle	QTY	Price (MVR)	GST (MVR)	Total (MVR)
Excavator 01	1			
Excavator 02	1			
Excavator 03	1			
Dump Truck 01	1			
Dump Truck 02	1			
Total				

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 Fifteen (15) 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:
12. Phone Number:
13. Email Address:
14. 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:.....
Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>
<input type="checkbox"/> Company Registration Copy
<input type="checkbox"/> GST Registration Copy
<input type="checkbox"/> National Identification Card (if Individual) Copy
<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)
<input type="checkbox"/> Organizational chart, a list of Board of Directors, and the beneficial ownership.

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.

Individual Applicants may Submit the Bank Statement for the Past year]

Banker details:	
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]

**Not Applicable to Individual Applicants*

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

FORM 6 – Specification Check List

Excavator SK 200, Equivalent or Above

	Requirement	Bidder's Specification Yes - If supplier can provide as per specifications No. - If the supplier cannot provide as per specifications	If No, please mention the specification provided
Brand	Kobelco, CAT, JCB		
Quantity	Three (3)		
Operating Weight	20400KG-34700kg		
Year of Manufacture	2010 or later		
Warranty Period	Minimum Six (6) Months		
Accessories and Manual	- Standard toolkit		
	- Operations Manual in English		
	- Spare Parts Catalogue		
	- Workshop manual in English		
Spare Parts	Should be locally available or available within the south Asian Region.		
Cab	All-weather, sound-suppressed steel cab mounted on the silicon-sealed viscous mounts and equipped with a heavy, insulated floor mat.		
Control	Two hand levers and two-foot pedals for travel		
	Two hand levers for excavating and swing		
	Electric rotary-type engine throttle		
Boom Cylinders	120 mm X 1,355 mm-140mmx1550mm		

Arm cylinder:	135 mm X 1,558 mm-170mmx1788mm		
Bucket cylinder:	120 mm X 1,080 mm-150mmx1193mm		
Fuel Tank	370L -600L		
Hydraulic Oil Tank:	146 -300L tank Oil Level		
	230-360 L Hydraulic System		
ENGINE			
Type	Direct Injection, Water-cooled,4-cycle Diesel Engine with turbocharger, Intercooler		
No. of Cylinder	Four -Six		
Hydraulic System			
Pump			
Type	Two Variable Displacement Pumps+1 Gear Pump		
Relief valve setting			
Boom, arm and bucket:	34.3 MPa {350 kgf/cm ² }		
Power Boost:	37.8 MPa {385 kgf/cm ² }		
Travel circuit:	34.3 MPa {350 kgf/cm ² }		
Swing circuit:	29.0 MPa {296 kgf/cm ² }		
Control circuit:	5.0 MPa {50 kgf/cm ² }		
Pilot control pump:	Gear type		
Main control valves:	8-spool		
Oil cooler:	Air cooled type		
Swing System			

Swing Motor	Axial-Piston Motor		
Brake	Hydraulic;Locking automatically when the swing control lever is in the neutral position		
Parking Brake	Hydraulic disc brake		
Swing speed:	12.5 min-1 {rpm}		
Tail swing radius:	2,860 mm-3500mm		
Min. front swing radius:	3,540 mm-4370mm		
Travel System			
Travel motors:	2 X axial-piston, two-step motors		
Travel brakes:	Hydraulic disc brake per motor		
Parking brakes:	Oil disc brake per motor		
Travel shoes:	45-48 each side		
Travel speed:	5.6/3.3km/h -6.0/3.6 km/h		
Gradeability:	70 % {35°}		
Ground clearance:	450 mm-500mm		

14Ton and Above Dump Truck Specifications

	Requirement		Bidder's Specification Yes - If supplier can provide as per specifications No. - If the supplier cannot provide as per specifications	If No, please mention the specification provided
Brand	Isuzu/UD/Toyota/Mitsubishi/TATA/ Ashok Leyland or Equivalent			
Quantity	Two (2)			
Capacity	14Ton and Above			
Year of Manufacture	2010 or later			
Warranty Period	Minimum Six (6) Months			
Accessories and Manual	- Standard toolkit			
	- Operations Manual in English			
	- Spare Parts Catalogue			
	- Workshop manual in English			
Spare Parts	- Should be locally available or available within the south Asian Region.			
ENGINE				
No. of Cylinder	Four-Six			
Power Source / Engine Type	Diesel			
CHASSIS				
Transmission	Type	Smoother/Manual Transmission, 6 Forward Speed with Overdrive		
Final Gear	Type	Single Reduction Hypoid Gear		

Brakes	Service	Full Air			
	Front	Drum			
	Rear	Drum			
	Parking	At Rear Wheel			
Steering	Type	Recirculating Ball Nut Type with Integral Power Assisted			
Axle	Front	Type	Reverse Elliot I-beam		
	Rear	Type	Banjo, Fully Floating		
Suspension	Front	Semi-elliptical Alloy Steel Leaf Spring			
	Rear	Semi-elliptical Alloy Steel Leaf Spring			
Frame	Type	Ladder Type Channel Section			
Wheel arrangement/driving wheel		4x2 or 8x2			
Electrical System	Battery	12V-88AH			
	Alternator	24V-90A			
	Starter	24V-5.0Kw			
Fuel Tank	Capacity	200-220 Ltrs			
Cab	Type	Tilt Cab			
	Capacity	1 Driver & 2 Passengers			
Standard Equipment	Standard Silicone-fitted cab Mount, Power Windows, Central Door Lock, Side Door Beams and Power steering				

FORM 7 – Bill of Quantity (BOQ)

1.Excavator 1

Manufacturer	
Brand	
Type/Model	
Operational Weight	
Year of Manufacture	
Current Running Hours	
Country of Origin	
Quantity (Nos)	
Price (MVR)	
GST (MVR)	
Total Price (MVR)	

2.Excavator 2

Manufacturer	
Brand	
Type/Model	
Operational Weight	
Year of Manufacture	
Current Running Hours	
Country of Origin	
Quantity (Nos)	
Price (MVR)	
GST (MVR)	
Total Price (MVR)	

3.Excavator 3

Manufacturer	
Brand	
Type/Model	
Operational Weight	
Year of Manufacture	
Current Running Hours	
Country of Origin	
Quantity (Nos)	
Price (MVR)	
GST (MVR)	
Total Price (MVR)	

4.Dump Truck 1

Manufacturer	
Brand	
Type/Model	
Operational Weight	
Year of Manufacture	
Current Running Hours	
Country of Origin	
Quantity (Nos)	
Price (MVR)	
GST (MVR)	
Total Price (MVR)	

5.Dump Truck 2

Manufacturer	
Brand	
Type/Model	
Operational Weight	
Year of Manufacture	
Current Running Hours	
Country of Origin	
Quantity (Nos)	
Price (MVR)	
GST (MVR)	
Total Price (MVR)	

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.

Notes on Forms	
Agreement Form:	Should not be completed by the Bidders at the time of their bid preparation
Bid Security:	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.
Bank Guarantee:	The Bidder shall complete and submit the bank guarantee in accordance with the instructions indicated.
Letter of Award:	Should not be completed by the Bidder

Form 1-(Agreement)

..... (Contract Number)

FORM OF AGREEMENT

Supply and Delivery of Used Vehicles 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 Supplier”) of the other part.

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

Supply and Delivery of Used Vehicles for Waste Management Corporation Limited (WAMCO)

The Employer agrees to employ the Supplier subject to and in accordance with the Conditions of Contract attached hereto and the Supplier 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 Contract or as hereinafter mentioned, the Supplier 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 Supplier 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:

Supplier

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 Used Vehicles 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

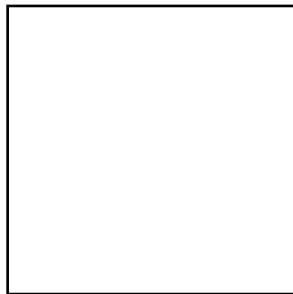
Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

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 Used Vehicles for Waste Management Corporation Limited (WAMCO) (Iulaan Number: WAMCO-LOG/IUL/2019/086** (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]*,¹ 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 Supplier 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.

[signature(s)]

¹ *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 Supplier)

Dear Sir/Madam,

This is to notify that your bid Dated For **Supply and Delivery of Used Vehicles for Waste Management Corporation Limited (WAMCO) (Iulaan Number: WAMCO-LOG/IUL/2019/086)** 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)