

**WASTE MANAGEMENT CORPORATION LIMITED**

Male' Republic of Maldives

**TERMS OF REFERENCE**

**Supply and Delivery of Brand-New Heavy-Duty Vehicles**

**For**

**Waste Management Corporation Limited**

WAMCO-LOG/IUL/2019/089

Issued on: 31<sup>st</sup> December 2019

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# Section I. Instruction to Bidders

## 1. Introduction

Waste Management Corporation Limited (WAMCO), desires to seek a supplier to **Supply and Deliver Brand-New Heavy-Duty Vehicles for Waste Management Corporation Limited (WAMCO)**, as described in the Section II, Scope of Works 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 the Bidder
- c) Evidence of the bidder's financial, technical and organizational capability and experience to perform the Contract;
- d) Any other pertinent information the Bidder may wish to submit.

## 3. Cost of Bid Preparation

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

## 4. One Bid per Bidder

Each Bidder shall submit only one Bid by itself or as a partner in a joint venture.

A Bidder who submits or participates in more than one Bid will be disqualified.

## 5. Bid Sum

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

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

## 6. Addenda to the Bid Document.

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

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

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

A prospective bidder requiring any clarification of the Bid Documents may notify WAMCO in writing via email to the mailing address "[procurement@wamco.com.mv](mailto:procurement@wamco.com.mv)". WAMCO will respond in writing to any request for clarification received earlier than one days prior to the deadline for submission of bids. Copies of WAMCOs 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 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

**12<sup>th</sup> January 2020 (Sunday)**

**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 Brand-New Heavy-Duty 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 10.4.8 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. 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 10.4.8, required by the Tendering Documents may result in the rejection of the tender.

10.4.7. 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.

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

**10.4.8.1. Form 1- Bid Form**

**10.4.8.2. Form 2-Bidder's Information Form**

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

**10.4.8.3. Form 3-Qualification and Information Form**

10.4.8.3.1. 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 in the order listed in the form.

**10.4.8.4. Form 4: Financial Data form**

10.4.8.4.1. 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.

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

**10.4.8.6. Form 6-Specification Checklist**

**10.4.8.7. Form 7-BOQ**

**10.4.8.8. Company Profile**

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

**10.4.8.9. Delivery Period**

**10.4.8.10.Warranty Period in Number of Years (Minimum 12 Months)**

10.4.8.10.1. The Supplier warrants that all the Vehicles are in Good Condition and the warranty shall remain valid for Twelve (12) months, after the vehicles have been delivered to and accepted at the final destination.

10.4.8.10.2. 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.

10.4.8.10.3. Upon receipt of such notice, the Supplier shall, within One (1) month, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

10.4.8.10.4. 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 45 calendar days.

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

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

## **16. Bid Security**

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

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

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

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

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 Fourteen (14) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.

The advance payment will be recovered from the interim payments.



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

### **18. Retentions and Other Deductions**

From each invoice or request for payment that is submitted 5% (five percent) shall be deducted from the total bill amount. Retention Money shall be returned after Twelve (12) 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 WAMCOs 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.

The Employer will notify the other bidders that their bids have been unsuccessful in writing confirmed by registered letter, prior to expiration of the Bid Validity Period.

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

The submitted bids will be evaluated under the following criteria.

#### 22.1. proposal

- 22.1.1. Price = 60
- 23.1.2. Experience = 10
- 23.1.3. Specification = 10
- 23.1.4. Delivery Period= 5

23.1.5. Financial Capacity = 10

23.1.6. Warranty =5

Total = 100 Marks

Break down of how the marks are allocated is as follows:

<b>Price</b>		<b>[60]</b>
	$\text{Price} = \frac{\text{Lowest Amount}}{\text{Proposed Amount}} \times 60$	60
<b>Experience</b>		<b>[10]</b>
	<b>No of similar projects in last three years (each project: value not less than 200,000 MVR)</b>	
	1 to 3 Projects	2
	4 to 5 Projects	5
	6 or more projects	10
<b>Specification</b>		<b>[10]</b>
	Meets all specification	10
<b>Delivery Period</b>	$\text{Delivery Duration} = \frac{\text{Shortest Duration}}{\text{Proposed Duration}} \times 5$	<b>[5]</b>
		5
<b>Financial Capacity</b>		<b>[10]</b>
	Average Turnover of 3 years	
	MVR 1.5 million - MVR 4.5 million	5
	More than MVR 4.5million	10
<b>Warranty</b>		<b>[5]</b>
	$\text{Warranty} = \frac{\text{Proposed Duration}}{\text{Longest Duration}} \times 5$	5
<b>TOTAL</b>		<b>100</b>

## Section II. Scope of Works

### 1. Description of the Works

**Supply and Delivery of Brand-New Heavy-Duty Vehicles for Waste Management Corporation** according to the specifications comprises of the following trade work areas.

#### 1.1. Details of the Vehicles

Vehicle	Quantity	Unit
Backhoe Loaders	Three (3)	Nos
Telehandlers	One (1)	Nos

### 1.2. Specifications

#### 1.2.1. Backhoe Loaders

General Specifications	
<b>Brand</b>	<b>JCB 3DX /3DX-XTRA or Equivalent</b>
<b>Quantity</b>	Three (3)
<b>Year of Manufacture</b>	2016 or later
<b>Warranty Period</b>	Minimum One (1) year
<b>Standard Features</b>	<ul style="list-style-type: none"> <li>- Flash Light Safety Light fitted on the body</li> <li>- Reverse warning alarm.</li> </ul>
<b>Accessories and Manual</b>	<ul style="list-style-type: none"> <li>- Standard toolkit</li> <li>- Operations Manual in English</li> <li>- Spare Parts Catalogue</li> <li>- Workshop manual in English</li> </ul>
<b>Spare Parts</b>	<ul style="list-style-type: none"> <li>- Should be locally available or available within the south Asian Region.</li> </ul>
Technical Specifications	
ENGINE	
<b>Type</b>	Naturally aspirated, 4-cylinder, water cooled,
<b>No. of Cylinder</b>	Four (4) or above
<b>Power Source / Engine Type</b>	Diesel

CHASSIS			
<b>Transmission</b>	<b>Type</b>		<p>Consists of a 4-speed, fully synchromesh, smooth shift gear box with integral torque convertor and electrically operated reversing shuttle.</p> <ul style="list-style-type: none"> <li>• column mounted electric reversing shuttle switch c</li> <li>• 4-pattern gear lever with transmission disconnect switch adds to the overall ease of operation. On-the-move gear changes are possible.</li> <li>• Torque converter stall ratio is 3.01:1.</li> </ul>
<b>Brakes</b>	<b>Service</b>		<p>'Q' brakes, hydraulically actuated, dual line, self-adjusting (compensated), oil immersed, multi-disc type on the rear axle, well protected from dirt, water etc. requiring no maintenance. Operated through independent pedals linked together for normal use.</p> <p>Two independently operatable foot pedals enable machine to manoeuvre in tight spaces.</p>
	<b>Parking</b>		Hand operated, disc brakes on rear axle input disc
<b>Steering</b>	<b>Type</b>		<p>Power track steering rod system</p> <ul style="list-style-type: none"> <li>• Working pressure 1750 p.s.i. (121 bar)</li> <li>• Hydraulic supply from independent steering pump.</li> </ul>
<b>Axle</b>	<b>Front</b>	<b>Type</b>	Steer axle, centrally pivoted, with oscillation angle of 16°.
	<b>Rear</b>	<b>Type</b>	Drive axle rigidly mounted, driven by short propshaft from gear box.
<b>Wheels &amp; Tires</b>	<b>Front</b>		9x16-16 PR or Equivalent
	<b>Rear</b>		16.9x28-12 PR or Equivalent
<b>Electrical System</b>			130 Ampere-hour 12 Volts battery system with alternator and full road lighting.
<b>Fuel Tank</b>	<b>Capacity</b>		100-150 Litres
<b>Cab</b>	<b>Type</b>		Tinted cab glasses provide excellent all-round visibility & sun protection.

<b>LOADER PERFORMANCE</b>	
<b>Dump Height</b>	2.74- 3.5 Meters
<b>Load Over Height</b>	3.32-4 Meters
<b>Max.reach at full height</b>	1.15-1.30 Meters
<b>Dump Angle</b>	45 Degree
<b>Shovel Break out force</b>	6010-6500kgs
<b>Load arm break out force</b>	5100-5500kgs
<b>Payload</b>	1800-2000kgs
<b>Standard Shovel</b>	1.1-1.5cum
<b>EXCAVATOR PERFORMANCE</b>	
<b>Maximum Dig Depth</b>	4 – 7 Meters
<b>Maximum working Height</b>	5.97 - 7 Meters
<b>Maximum Load Over Height</b>	4.18 – 6 Meters
<b>Bucket Reaction -Power</b>	185 Degree
<b>Bucket Tear Out Force</b>	5700- 7000 kgf
<b>Dipper Tear Out Force</b>	3000-4000kgf
<b>Lift Capacity to Bucket pivot at Full reach</b>	1400-1800kgf
<b>Standard Bucket Capacity</b>	0.26- 0.35 CUM

### 1.2.2. Telehandlers

General Specifications	
<b>Brand</b>	<b>JCB LOADALL 530-70 or equivalent</b>
<b>Quantity</b>	One (1)
<b>Year of Manufacture</b>	2016 or later
<b>Warranty Period</b>	Minimum One (1) year
<b>Standard Features</b>	<ul style="list-style-type: none"> <li>- Flash Light Safety Light fitted on the body</li> <li>- Reverse warning alarm.</li> </ul>
<b>Accessories and Manual</b>	<ul style="list-style-type: none"> <li>- Standard toolkit</li> <li>- Operations Manual in English</li> <li>- Spare Parts Catalogue</li> <li>- Workshop manual in English</li> </ul>
<b>Spare Parts</b>	- Should be locally available or available within the south Asian Region.
Technical Specifications	
ENGINE	
<b>Type</b>	Naturally aspirated 4-cylinder, water cooled with EGR Cooler diesel engine
<b>No. of Cylinder</b>	Four (4) or above
<b>Power Source / Engine Type</b>	Diesel
CHASIS	
<b>Transmission</b>	<p><b>Type</b></p> <p>4-speed fully synchromesh gearbox with integral torque convertor and electrically operated forward - reverse shuttle.</p> <ul style="list-style-type: none"> <li>• Column mounted electric switch</li> <li>• The pedal layout and conventional 4-pattern gear lever with transmission switch adds to the overall ease of operation.</li> <li>• Torque converter stall ratio 3.01:1.</li> </ul>
<b>Brakes</b>	<p><b>Service</b></p> <p>Hydraulically actuated, dual line, self-adjusting, compensated oil immersed, multi-disc type on the front axle, operated through independent pedals, linked together for normal use. Two independently operating foot pedals enable machine to maneuver in tight spaces.</p>
	<p><b>Parking</b></p> <p>Hand operated cable actuated disc brake mounted on front axle input disc.</p>
<b>Steering</b>	<p><b>Type</b></p> <p>Power track steering rod system</p> <ul style="list-style-type: none"> <li>• Working pressure 1750 p.s.i. (121 bar)</li> <li>• Hydraulic supply from independent steering pump.</li> </ul>

<b>Axle</b>	<b>Front</b>	<b>Type</b>	Axle rigidly mounted
	<b>Rear</b>	<b>Type</b>	Steer drive axle centrally pivoted with oscillation angle of 16°, driven by propeller shaft from gear box.
<b>Wheels &amp; Tires</b>	<b>Front</b>		13.00 x 24 -16PR or Equivalent
	<b>Rear</b>		12.5 x 18 -12PR Industrial traction pattern Tyres or Equivalent
	<b>Tyre Option</b>		Solid Tyre
<b>Electrical System</b>			130 Ampere-hour 12 Volts battery system with alternator and full road lighting.
<b>Fuel Tank</b>	<b>Capacity</b>	100-150 Liters	
<b>Cab</b>	<b>Type</b>	<p>Conform to ROPS ISO 3471 &amp; FOPS ISO 344 tinted &amp; laminated cab glass provides excellent all round visibility &amp; sun protection.</p> <ul style="list-style-type: none"> <li>• A fully adjustable seat with seat belt combined with ergonomically positioned controls and soft touch steering wheel maximize operator output.</li> <li>• Large convex rear view mirror, interior light, front screen wiper, front and rear horn, hazard warning system and tool box.</li> <li>• Instrumentation panel includes engine speed, engine hours, fuel level, water temperature and 12V socket for mobile charger.</li> <li>• Lateral load moment Indicator (LLMI) &amp; inclinometer to provide warnings on machine stability.</li> <li>• 2 speed full ducted AC unit in cabin.</li> </ul>	
<b>PERFORMANCE</b>			
<b>Max Lift Capacity</b>	3000-4000KG		
<b>Lift Capacity to full Height</b>	2500-3000kg		
<b>Lift Capacity to full Reach</b>	1250-1500kg		
<b>Lift Height</b>	7 Meter		
<b>Reach at Max lift Height</b>	1.0-1.5 Meter		
<b>Maximum Placing Height</b>	6.3-6.5 Meter		
<b>Maximum Dump Height</b>	5.8-6Meter		

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## **2. Other Information**

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

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## **3. Inspection and Tests**

- 3.1.** During the evaluation stage of the Tender, If the Procuring Entity or its designated representatives wishes, physical Inspection of the vehicles could be carried out to verify that the characteristics and performance of the vehicles comply with the technical specifications.
- 3.2.** The procuring Entity or its designated representative, before taking over, shall conduct tests to determine that vehicles meet all specifications as mentioned in Section II, at the good's final destination or in another place specified in clause 2 of Section II.
- 3.3.** 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**

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### **1. General Provisions**

#### **1.1. Definitions**

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

The Contract

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

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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.

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## **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.

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## **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**

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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.

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

### 4.1. Employer's Liabilities

In this Contract, Employer's Liabilities mean:

- a) Force Majeure,
- b) A suspension under Sub-Clause 2.2 unless it is attributable to the 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

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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.

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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.

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7. **Warranty**

- 7.1. The Supplier warrants that all the Vehicles are in Good Condition and the warranty shall remain valid for Twelve (12) 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 One (1) 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

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## **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 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 Proposal.

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

The advance payment will be recovered from the interim payments.

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

### **8.3. Retentions and other deductions**

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

#### 8.4. Payment of Retention

From each invoice or request for payment that is submitted, 5% (five percent) shall be deducted from the total bill amount. Retention Money shall be returned after Twelve (12) 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.

#### 8.6. Currency

Payment shall be in the MVR (Maldivian Rufiyaa).

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### 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

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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.

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**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

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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.

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## **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 Thirty (30) 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

<b>Notes on Forms</b>	
<b>Bid Form:</b>	The Bidder shall complete and submit with its bid the Bid Form. The Bid Form shall be included unammended for the bidder to complete, sign and submit with the Bid.
<b>Bidder's Information Form:</b>	The Bidder shall complete and submit with its bid, Form 2- the Bidder's Information Form
<b>Qualification Information:</b>	The Bidder shall complete and submit with its bid, form 3-Qualification Information form
<b>Financial Data Form:</b>	The Bidder shall complete and submit with its bid Form 4-Financial Data Form.
<b>Annual Turnover Data Form:</b>	The Bidder shall complete and submit with its bid the, Form 5- Annual Turnover Data Form
<b>Specification Checklist:</b>	The Bidder shall complete and submit with its bid, Form 6-Specification Check List
<b>Bill of Quantity:</b>	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 Brand-New Heavy-Duty Vehicles for Waste Management Corporation Limited (WAMCO)**

Iulaan Number: **WAMCO-LOG/IUL/2019/089**

Bid to: Waste Management Corporation Limited (WAMCO)

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

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

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

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

We undertake, if our Bid is accepted, to commence works immediately upon signing the contract and to complete whole of the works comprise in the Contract within calendar ..... days.

We agree to abide by this Bid for a period of forty-five (45) days from the date of submission of the Bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We understand that you are not bound to accept the lowest or any Bid you receive.

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

Yours Faithfully,

Signed -----

In the capacity of .....

Dully authorized to sign bids for and on behalf of

..... (Company Name & Stamp)

Date: -----

Name & Address of Signatory

Name: .....

Address: .....

Tel No: ..... Fax No: .....

## Form 2-Bidder's Information Form

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

*Date of Submission:*

1. Bidder's Name:
2. Register Number:
3. Registered Address:
4. GST Number:
5. Phone Number:
6. Mailing Address:
7. Tenderer's Authorized Representative Information:
Name:
Address:
Telephone/Fax numbers:
Email Address:
8. Name of Managing Director/CEO:
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 3-(Form of Qualification Information)

*[All bidders are expected to fill in the requested for information in tables similar to the samples detailed below, and submit along with the proposal.]*

## 1. Experience

### 1.1. Works of similar nature performed over the last 5 years.

*List all contracts performed in the last five years, valued over the amount stated in Section I sub clause 22.*

*(Reference Letters/Proof of experience of the works completed, shall be submitted along with the bid, in the order listed in the form).*

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

1.2. List of ongoing projects

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

*(Relevant paperwork should be submitted for verification)*

## FORM 4 – Financial Data

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

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

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

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

## FORM 5 – Annual Turnover data

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

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



## FORM 6 – Specification Check List

BACKHOE LOADERS			
General Specifications		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
<b>Brand</b>	<b>JCB 3DX /3DX-XTRA or Equivalent</b>		
<b>Quantity</b>	Three (3)		
<b>Year of Manufacture</b>	2016 or later		
<b>Warranty Period</b>	Minimum One (1) year		
<b>Standard Features</b>	- Flash Light Safety Light fitted on the body		
	- Reverse warning alarm.		
<b>Accessories and Manual</b>	- Standard toolkit		
	- Operations Manual in English		
	- Spare Parts Catalogue		
	- Workshop manual in English		
<b>Spare Parts</b>	- Should be locally available or available within the south Asian Region.		

### Technical Specifications

#### ENGINE

<b>Type</b>	Naturally aspirated, 4-cylinder, water cooled,		
<b>No. of Cylinder</b>	Four (4) or above		
<b>Power Source / Engine Type</b>	Diesel		

#### CHASSIS

<b>Transmission</b>	<b>Type</b>	<p>Consists of a 4-speed, fully synchromesh, smooth shift gear box with integral torque convertor and electrically operated reversing shuttle.</p> <ul style="list-style-type: none"> <li>• column mounted electric reversing shuttle switch</li> <li>• 4-pattern gear lever with transmission disconnect switch adds to the overall ease of operation. On-the-move gear changes are possible.</li> <li>• Torque converter stall ratio is 3.01:1.</li> </ul>		
	<b>Service</b>	<p>'Q' brakes, hydraulically actuated, dual line, self-adjusting (compensated), oil immersed, multi-disc type on the rear axle, well protected from dirt, water etc. requiring no maintenance. Operated through independent pedals linked together for normal use.</p> <p>Two independently operatable foot pedals enable machine to manoeuvre in tight spaces.</p>		
	<b>Parking</b>	Hand operated, disc brakes on rear axle input disc		
<b>Steering</b>	<b>Type</b>	<p>Power track steering rod system</p> <ul style="list-style-type: none"> <li>• Working pressure 1750 p.s.i. (121 bar)</li> <li>• Hydraulic supply from independent steering pump.</li> </ul>		

<b>Axle</b>	<b>Front</b>	<b>Type</b>	Steer axle, centrally pivoted, with oscillation angle of 16°.		
	<b>Rear</b>	<b>Type</b>	Drive axle rigidly mounted, driven by short propshaft from gear box.		
<b>Wheels &amp; Tires</b>	<b>Front</b>		9x16-16 PR or Equivalent		
	<b>Rear</b>		16.9x28-12 PR or Equivalent		
<b>Electrical System</b>			130 Ampere-hour 12 Volts battery system with alternator and full road lighting.		
<b>Fuel Tank</b>	<b>Capacity</b>		100-150 Liters		
<b>Cab</b>	<b>Type</b>		Tinted cab glasses provide excellent all-round visibility & sun protection.		
<b>LOADER PERFORMANCE</b>					
<b>Dump Height</b>			2.74- 3.5 Meters		
<b>Load Over Height</b>			3.32-4 Meters		
<b>Max.reach at full height</b>			1.15-1.30 Meters		
<b>Dump Angle</b>			45 Degree		
<b>Shovel Break out force</b>			6010-6500kgs		
<b>Load arm break out force</b>			5100-5500kgs		
<b>Payload</b>			1800-2000kgs		
<b>Standard Shovel</b>			1.1-1.5cum		

**EXCAVATOR PERFORMANCE**

<b>Maximum Dig Depth</b>	4 – 7 Meters		
<b>Maximum working Height</b>	5.97 - 7 Meters		
<b>Maximum Load Over Height</b>	4.18 – 6 Meters		
<b>Bucket Reaction -Power</b>	185 Degree		
<b>Bucket Tear Out Force</b>	5700- 7000 kgf		
<b>Dipper Tear Out Force</b>	3000-4000kgf		
<b>Lift Capacity to Bucket pivot at Full reach</b>	1400-1800kgf		
<b>Standard Bucket Capacity</b>	0.26- 0.35 CUM		

**TELEHANDLER**

<b>General Specifications</b>		<b>Bidder's Specification</b> Yes - If supplier can provide as per specifications No. - If the supplier cannot provide as per specifications	<b>If No, please mention the specification provided</b>
<b>Brand</b>	<b>JCB LOADALL 530-70 or equivalent</b>		
<b>Quantity</b>	One (1)		
<b>Year of Manufacture</b>	2016 or later		
<b>Warranty Period</b>	Minimum One (1) year		
<b>Standard Features</b>	<ul style="list-style-type: none"> <li>- Flash Light Safety Light fitted on the body</li> <li>- Reverse warning alarm.</li> </ul>		
<b>Accessories and Manual</b>	<ul style="list-style-type: none"> <li>- Standard toolkit</li> <li>- Operations Manual in English</li> <li>- Spare Parts Catalogue</li> <li>- Workshop manual in English</li> </ul>		
<b>Spare Parts</b>	- Should be locally available or available within the south Asian Region.		
<b>Technical Specifications</b>			
<b>ENGINE</b>			
<b>Type</b>	Naturally aspirated 4-cylinder, water cooled with EGR Cooler diesel engine		
<b>No. of Cylinder</b>	Four (4) or above		

<b>Power Source / Engine Type</b>	Diesel			
<b>CHASSIS</b>				
<b>Transmission</b>	<b>Type</b>	4-speed fully synchromesh gearbox with integral torque convertor and electrically operated forward - reverse shuttle. <ul style="list-style-type: none"> <li>• Column mounted electric switch</li> <li>• The pedal layout and conventional 4-pattern gear lever with transmission switch adds to the overall ease of operation.</li> <li>• Torque converter stall ratio 3.01:1.</li> </ul>		
<b>Brakes</b>	<b>Service</b>	Hydraulically actuated, dual line, self-adjusting, compensated oil immersed, multi-disc type on the front axle, operated through independent pedals, linked together for normal use. Two independently operating foot pedals enable machine to maneuver in tight spaces.		
	<b>Parking</b>	Hand operated cable actuated disc brake mounted on front axle input disc.		
<b>Steering</b>	<b>Type</b>	Power track steering rod system <ul style="list-style-type: none"> <li>• Working pressure 1750 p.s.i. (121 bar)</li> <li>• Hydraulic supply from independent steering pump.</li> </ul>		
<b>Axle</b>	<b>Front</b>	<b>Type</b>	Axle rigidly mounted	
	<b>Rear</b>	<b>Type</b>	Steer drive axle centrally pivoted with oscillation angle of 16°, driven by propeller shaft from gear box.	
<b>Wheels &amp; Tires</b>	<b>Front</b>	13.00 x 24 -16PR or Equivalent		
	<b>Rear</b>	12.5 x 18 -12PR Industrial traction pattern Tyres or Equivalent		
	<b>Tyre Option</b>	Solid Tyre		
<b>Electrical System</b>		130 Ampere-hour 12 Volts battery system with alternator and full road lighting.		

<b>Fuel Tank</b>	<b>Capacity</b>	100-150 Litres		
<b>Cab</b>	<b>Type</b>	<p>Conform to ROPS ISO 3471 &amp; FOPS ISO 344 tinted &amp; laminated cab glass provides excellent all round visibility &amp; sun protection.</p> <ul style="list-style-type: none"> <li>• A fully adjustable seat with seat belt combined with ergonomically positioned controls and soft touch steering wheel maximize operator output.</li> <li>• Large convex rear view mirror, interior light, front screen wiper, front and rear horn, hazard warning system and tool box.</li> <li>• Instrumentation panel includes engine speed, engine hours, fuel level, water temperature and 12V socket for mobile charger.</li> <li>• Lateral load moment Indicator (LLMI) &amp; inclinometer to provide warnings on machine stability.</li> <li>• 2 speed full ducted AC unit in cabin.</li> </ul>		
<b>PERFORMANCE</b>				
<b>Max Lift Capacity</b>	3000-4000KG			
<b>Lift Capacity to full Height</b>	2500-3000kg			
<b>Lift Capacity to full Reach</b>	1250-1500kg			
<b>Lift Height</b>	7 Meter			
<b>Reach at Max lift Height</b>	1.0-1.5 Meter			
<b>Maximum Placing Height</b>	6.3-6.5 Meter			
<b>Maximum Dump Height</b>	5.8-6Meter			

## FORM 7 – Bill of Quantity (BOQ)

### 1.Backhoe Loader 01

<b>Manufacturer</b>	
<b>Brand</b>	
<b>Type/Model</b>	
<b>Operational Weight</b>	
<b>Year of Manufacture</b>	
<b>Country of Origin</b>	
<b>Quantity (Nos)</b>	
<b>Price (MVR)</b>	
<b>GST (MVR)</b>	
<b>Total Price (MVR)</b>	

### 2. Backhoe Loader 02

<b>Manufacturer</b>	
<b>Brand</b>	
<b>Type/Model</b>	
<b>Operational Weight</b>	
<b>Year of Manufacture</b>	
<b>Country of Origin</b>	
<b>Quantity (Nos)</b>	
<b>Price (MVR)</b>	
<b>GST (MVR)</b>	
<b>Total Price (MVR)</b>	



### **3. Backhoe Loader 03**

<b>Manufacturer</b>	
<b>Brand</b>	
<b>Type/Model</b>	
<b>Operational Weight</b>	
<b>Year of Manufacture</b>	
<b>Country of Origin</b>	
<b>Quantity (Nos)</b>	
<b>Price (MVR)</b>	
<b>GST (MVR)</b>	
<b>Total Price (MVR)</b>	

### **4. Telehandler 01**

<b>Manufacturer</b>	
<b>Brand</b>	
<b>Type/Model</b>	
<b>Operational Weight</b>	
<b>Year of Manufacture</b>	
<b>Country of Origin</b>	
<b>Quantity (Nos)</b>	
<b>Price (MVR)</b>	
<b>GST (MVR)</b>	
<b>Total Price (MVR)</b>	

## Section V. Contract Forms

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

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

# Form 1-(Agreement)

..... (Contract Number)

## **FORM OF AGREEMENT**

Supply and Delivery of Brand-New Heavy-Duty Vehicles for Waste Management Corporation Limited (WAMCO)

This agreement made on the \_\_\_\_\_ between Waste Management Corporation Limited (WAMCO), (hereinafter called “the Employer”) of the one part and \_\_\_\_\_ (hereinafter called “the 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 Brand-New Heavy-Duty 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 Brand-New Heavy-Duty 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

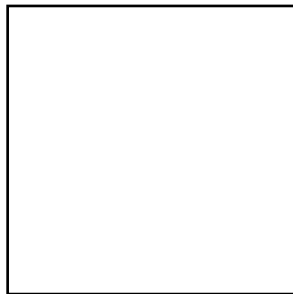
Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

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 Brand-New Heavy-Duty Vehicles for Waste Management Corporation Limited (WAMCO) (Iulaan Number: WAMCO-LOG/IUL/2019/089)** (hereinafter called "the Contract").

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

This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the 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.

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*[signature(s)]*

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

## Form 4-(Award Letter - English)

..... (Letter Number)

..... (Date)

To: .....

.....

.....

.....

(Name & Address of the Supplier)

Dear Sir/Madam,

This is to notify that your bid Dated ..... For **Supply and Delivery of Brand-New Heavy-Duty Vehicles for Waste Management Corporation Limited (WAMCO) (Iulaan Number: WAMCO-LOG/IUL/2019/089)** 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)