

TERMS OF REFERENCE

FOR

Framework Agreement for General Construction and Maintenance Works

A panel of ten (10) pre-qualified contractors for carpentry, masonry and concreting, steel and welding, aluminium and glazing, and general building works at MPD facilities

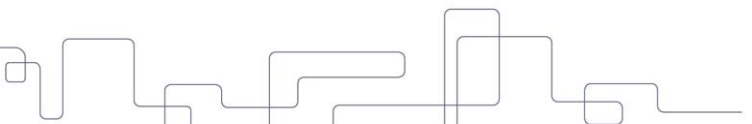
Document Reference	TOR/MWP/2026/001
Project Location	All MPD facilities, Republic of Maldives
Issuing Authority	Maldives Port Development Pvt Ltd (MPD)
Issuing Department	Project Management Department
Contract Type	Framework Agreement with Call-Off Work Orders (Schedule of Rates basis)
Panel Size	Ten (10) contractors, all holding the same qualification
Term	12 months, extendable at MPD's option up to a maximum of 36 months
Document Version	V1.0
Classification	Tender Document - For Proposals

Note: Nature of This Document

This Terms of Reference (TOR) is issued by Maldives Port Development Pvt Ltd (MPD) to invite submissions from construction contractors for appointment to the MPD Works Panel. Works are ordered individually by Work Order at pre-agreed rates. This TOR is not an order for works, creates no financial commitment on MPD, and appointment to the panel confers no entitlement to any volume of work.

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1. Introduction

1.1 Maldives Port Development Pvt Ltd (MPD) requires a continuous flow of construction, repair and maintenance works across its facilities. These works arise at short notice, vary in value, and are individually too small to justify a separate tender.

1.2 MPD therefore intends to appoint a panel of **ten (10) pre-qualified contractors**, known as the **MPD Works Panel**, from whom works will be ordered by **Work Order** on an as-required basis at pre-agreed rates.

1.3 All ten contractors shall meet the same qualification requirements set out at Clause 7 and shall be capable of carrying out all works described at Clause 2. Works are not divided between contractors by trade.

2. Scope of Works

2.1 The Framework covers the following construction, repair and maintenance works at MPD facilities:

Trade	Works covered
Carpentry and Joinery	Doors, frames and ironmongery; partitions; ceilings; furniture, counters and cabinetry; timber decking; hoarding; formwork; roof timbers; repairs to the above.
Masonry and Concreting	Block and brick walling; plastering and rendering; screeds; floor and wall tiling; minor reinforced concrete (footings, slabs, kerbs, drains, pits); concrete repair; waterproofing; demolition and debris removal; excavation and backfill incidental to the above.
Steel and Welding	Fabrication and erection of steel sections; gates, railings, handrails, ladders, brackets and platforms; metal doors and covers; welding repairs to port steelwork, fenders and bollard surrounds; galvanising and protective coating.

Trade	Works covered
Aluminium and Glazing	Aluminium windows, doors, louvres and partitions; glass supply and installation; cladding and composite panels; roller shutters; sealants and weatherproofing; repairs to the above.
General Building Works	Painting and decorating; minor plumbing and sanitary works; general building repairs; signage and fixtures; minor roofing and gutters; making good after other trades.

2.2 Exclusions. The following are outside this Framework and will be procured separately: marine and waterfront works; dredging, reclamation and shore protection; bulk earthworks, excavation and site levelling; new capital construction of quay-walls, breakwaters and revetments; high-voltage electrical works; supply and installation of cargo-handling equipment; works requiring specialist design liability; and any single work exceeding the Maximum Work Order Value at Clause 5.4.

2.3 Additional works. MPD may instruct works of a construction or maintenance nature falling outside Clause 2.1 where those works are incidental to, or arise in connection with, works properly ordered under this Framework. Such works shall be valued using Schedule of Rates items where applicable items exist, or otherwise by agreed day rates under Clause 6.4, or by quotation under Clause 5.3. Additional works shall not be used to procure works that could reasonably be tendered separately, shall not exceed the Maximum Work Order Value, and shall not in aggregate exceed ten (10) per cent of total expenditure under the Framework in any twelve-month period.

2.4 Locations. Works may be required at any MPD facility in the Republic of Maldives.

3. Nature of the Framework

3.1 This Framework is not an order for works. MPD gives no undertaking as to the volume, value or frequency of works to be issued to any panel member.

3.2 **No retainer.** No fee is payable to a contractor by reason of being on the panel. Payment arises only against works instructed by Work Order and completed to MPD's satisfaction.

3.3 **Non-exclusive.** MPD may procure any works by other means, including open tender or its own workforce.

3.4 A binding contract arises only on issue and acceptance of a Work Order.

4. Contract Duration

4.1 The initial term is **twelve (12) months** from the Commencement Date.

4.2 MPD may extend for further periods of twelve (12) months, up to a maximum of thirty-six (36) months, at its sole discretion and subject to satisfactory performance. Extension is not automatic.

4.3 Rates are fixed for the initial term. On extension, MPD will consider an adjustment of not more than 10%, applied for in writing at least sixty (60) days before expiry with supporting evidence.

4.4 Work Orders issued before expiry shall be completed under the terms of the Framework.

4.5 MPD will re-advertise the Framework annually, and may do so at any time where the number of active contractors on the panel falls below [six (6)]. Contractors admitted later shall accept the rates then in force and join the end of the rotation.

5. Ordering of Works

5.1 Works shall be instructed only by written **Work Order** issued by Maldives Port Development Pvt Ltd. No work shall be started, and no payment made, on a verbal instruction.

5.2 A Work Order may be issued only to a contractor whose appointment is current and not suspended.

5.3 Works shall be allocated as follows:



Estimated Work Order Value	Method
Up to MVR 100,000	Direct assignment by rotation through the panel, in the order established at appointment
Above MVR 100,000 up to MVR 500,000	Quotations invited from all panel contractors, priced on the agreed rates
Above MVR 500,000 up to the Maximum Work Order Value	Quotations invited from all panel contractors, priced on the agreed rates, with evaluation and approval in accordance with MPD's delegation of authority
Urgent works (any value)	Direct assignment to the first available contractor, subject to prior written approval by MPD

5.4 Maximum Work Order Value. No single Work Order shall exceed **MVR 4,000,000**. Works above this value shall be tendered separately. Works shall not be split to avoid this limit.

5.5 Concurrent Work Orders. A contractor shall not hold more than four (4) Work Orders at one time. MPD may set a lower limit for an individual contractor at appointment, having regard to its size and capacity, and may raise it on written application.

5.6 A contractor may decline a Work Order by written notice within two (2) working days. Declining four (4) Work Orders in any six (6) month period without acceptable reason is grounds for suspension or termination.

5.7 Each Work Order shall state the scope and location, the priced quantities, the value, the start date and completion period, and any site restrictions.

6. Pricing and Schedule of Rates

6.1 The Schedule of Rates is issued at Annex A. **Every bidder shall price the Schedule of Rates in full.** A submission with unpriced items may be declared non-responsive.

6.2 Rates shall include all labour, materials, plant, tools, transport, handling, storage, supervision, safety equipment, permits, insurance, overheads and profit.

6.3 Goods and Services Tax shall be shown separately and not included in the rates.

6.4 Day rates shall be quoted by grade (site engineer, foreman, skilled worker, labourer) for use only where work cannot be measured under a rate item, and only with prior written authorisation and signed daily timesheets.

6.5 Materials not covered by a rate shall be paid at documented cost supported by supplier invoice, plus the contractor's tendered margin, which shall not exceed 15%. MPD may obtain its own quotations or supply such materials directly.

6.6 Rates apply whatever the quantity ordered.

7. Eligibility and Minimum Requirements

All requirements are pass/fail. A bidder failing any requirement will not proceed to price evaluation.

7.1 Company requirements

- (a) Valid business registration in the Republic of Maldives.
- (b) Valid Taxpayer Identification Number, GST registration where applicable, and current tax clearance.
- (c) Valid contractor registration (NCR) and classification.
- (d) Not insolvent, blacklisted or debarred by any Government of Maldives agency or by MPD.
- (e) Financial statements for the last [two (2)] years. Audited statements are not required; accounts certified by a director or the proprietor are acceptable.
- (f) Bank statements for the last [six (6)] months, or a bank reference.
- (g) Conflict of interest declaration.



7.2 Experience and capability

- (h) Minimum **two (2) years** of company experience in construction and maintenance works.
- (i) **Three (3) completion letters** for works of similar type, each with the client's contact details, together with a list of projects undertaken.
- (j) A **tool and equipment list** showing hand tools, power tools, access equipment and transport sufficient to carry out the works described at Clause 2.1.
- (k) Ability to reach site within **five (5) days** of a Work Order, and within **one (1) day** for urgent works.

7.3 Minimum personnel

The contractor shall employ, or have under regular engagement, not less than the following personnel. The same requirement applies to every bidder.

Position	Minimum number	Minimum experience
Site Engineer	1	1 year, with qualification certificate
Foreman / Site Supervisor	2	1 year
Carpenter	2	1 year
Mason	2	1 year
Barbender (steel fixer)	2	1 year
Certified welder	2	2 years, with valid welding certificate
Aluminium fabricator	2	1 year
Painter	1	1 year
Plumber	1	1 year
Labourer	10	—

- (l) A **Personnel Schedule** listing every person counted towards the table above, with name, position, trade, years of experience, and the licence or certificate held for the Site Engineer and welders.
- (m) **Minimum years employed under the contractor** shall be as shown in the table. Personnel engaged solely for the purpose of this submission will not be accepted.
- (n) All expatriate workers shall be legally entitled to work in the Republic of Maldives, with valid work permits maintained throughout the term and registered under the contractor. Work permit records shall be provided for all labourers.
- (o) Welders shall hold valid certification to [AWS D1.1 / ISO 9606 or equivalent — MPD to confirm]. This cannot be substituted by any other form of evidence.
- (p) The Foreman shall be able to read a drawing, set out the works, and communicate with MPD's site representative.

7.4 Health, safety and insurance

- (q) All workers on site shall be provided with, and shall use, minimum, personal protective equipment.
- (r) Employer's Liability or workmen's compensation insurance covering all personnel.
- (s) Public Liability insurance

8. Evaluation and Selection

8.1 Submissions shall be made in **two envelopes**, Technical and Financial, submitted together and opened separately.

8.2 **Stage 1 — Preliminary check.** Completeness, signature and compliance with the submission instructions.



8.3 **Stage 2 — Qualification (pass/fail).** Assessment against Clause 7. MPD may allow correction of documentary omissions within [five (5)] working days, but will not accept new information on experience, personnel or finances after the deadline. Only bidders passing every requirement proceed to Stage 3.

8.4 **Stage 3 — Price.** Because the Schedule of Rates has no quantities, rates cannot be compared item by item. MPD has set a **Notional Basket** of representative quantities, published at Annex B. Each qualified bidder's rates are applied to the Basket to give a **Basket Total**. The Basket is used only for comparison and is not a commitment to order those quantities.

8.5 **Selection.** The **ten (10)** qualified bidders with the lowest Basket Totals shall be appointed to the panel. Where fewer than ten bidders qualify, MPD shall appoint those that do and may re-advertise.

8.6 **Rotation order** shall follow the Basket Total, lowest first.

8.7 MPD may require written justification of any rate appearing abnormally low, and may reject a submission where the justification does not satisfy MPD that the work can be carried out safely and to specification at that rate.

8.8 MPD may reject any submission without assigning a reason and without liability.

9. Contractor's Responsibilities

9.1 Carry out all works properly and in a workmanlike manner, in accordance with the Work Order, MPD's specifications, Maldivian building regulations and good practice.

9.2 **Personnel on site.** All work shall be carried out by skilled workers of the trades listed at Clause 7.3, under a Foreman. Labourers may assist but shall not carry out trade work on their own. The contractor shall:

- (a) maintain throughout the term the personnel on which its appointment was granted, and notify MPD within ten (10) working days if it cannot;
- (b) notify MPD of any replacement of the Site Engineer, Foreman or certified welder, with the same evidence required at appointment;



(c) not permit any uncertified person to carry out welding on MPD property;

(d) ensure all personnel understand the safety instructions given to them, in a language they understand.

9.3 Where MPD considers on reasonable grounds that a person lacks the skill for the work assigned, MPD may direct that the person be removed from that work. The contractor shall provide a suitable replacement at its own cost.

9.4 **Working in a live port.** Comply with MPD and ISPS security requirements; do not obstruct cargo operations, vehicle movement or berthing without approval; observe hot-work permit procedures and provide fire watch; accept restrictions on working hours; and accept that works may be suspended at short notice for operational reasons, with extension of time but no cost for suspensions under seven (7) days.

9.5 **Safety.** Provide and enforce use of PPE; submit a risk assessment and method statement for hot work, work at height, confined space, excavation and lifting; report all incidents within twenty-four (24) hours; and comply with MPD safety instructions. MPD may stop the works and remove personnel for safety breaches, at the contractor's cost.

9.6 Before any excavation, obtain a permit to dig from MPD, verify the position of underground services, and support and protect the excavation. The contractor shall bear the cost of damage to services caused by its failure to do so.

9.7 Keep the site clean and secure, remove debris lawfully, protect adjacent property and cargo, and make good any damage at its own cost.

9.8 Use new materials of the specified quality, suitable for a marine environment. Substitution requires written approval.

9.9 Complete each Work Order within the period stated. Where the Work Order so provides, liquidated damages apply at []% of the Work Order value per day, capped at 10%.

9.10 Not subcontract any Work Order in whole or substantial part without MPD's written consent.



9.11 Submit with each payment application: signed measurement sheets, timesheets where day rates apply, supplier invoices for cost-plus materials, test and warranty certificates, and photographs before, during and after the works.

9.12 Treat all information about MPD's operations, facilities and security arrangements as confidential.

10. MPD's Responsibilities

10.1 Issue clear and complete Work Orders.

10.2 Provide site access and facilitate security passes and permits.

10.3 Nominate a Contract Administrator as the single point of contact.

10.4 Inspect and jointly measure works within three (3) working days of notification.

10.5 Certify and pay in accordance with the payment terms of the Work Order and the Framework Agreement.

10.6 Operate the rotation register fairly and keep a written record of all allocation decisions.

10.7 Provide a site induction and standard record forms.

11. Performance, Suspension and Removal

11.1 Performance shall be assessed upon completion of each Work Order and reviewed quarterly based on timeliness, workmanship and defects, health and safety, documentation, and site conduct.

11.2 A rolling performance score below the minimum acceptable threshold shall trigger a written notice, providing the contractor with thirty (30) days to demonstrate improvement. A significantly low score, or failure to improve within the specified period, shall constitute grounds for suspension or removal from the panel.

11.3 MPD may suspend or remove a contractor from the panel where the contractor:



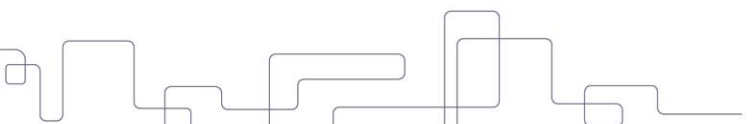
- (a) fails to meet the performance thresholds above;
- (b) commits a serious or repeated safety breach;
- (c) allows a licence, permit, welding certification or insurance to lapse;
- (d) no longer employs the minimum personnel required at Clause 7.3, and fails to restore this within [sixty (60)] days of notice;
- (e) declines Work Orders contrary to Clause 5.6;
- (f) fails to complete a Work Order or abandons the works;
- (g) provides false or misleading information;
- (h) becomes insolvent or debarred;
- (i) engages in corrupt, fraudulent or collusive practice.

11.4 Except under (g), (h) or (i), MPD shall give written notice of the grounds and [ten (10)] working days to respond before removing a contractor.

11.5 Removal does not relieve the contractor of its obligations under a Work Order in progress.

12. General Conditions

- This Framework and every Work Order shall be governed by the laws of the Republic of Maldives.
- Disputes shall first be referred to the Project Management Department and the contractor's representative within fourteen (14) days. The matter shall be resolved amicably by both parties in accordance with the terms of the agreement.
- The contractor shall continue to perform its obligations during any dispute.
- The contractor shall comply with all applicable laws of the Republic of Maldives, including labour, health and safety, environmental and anti-corruption legislation.



- Any change to the Site Engineer, Foreman or other key personnel after appointment requires MPD's written approval, and the replacement shall meet the same requirements.
- MPD may audit the quality of the contractor's work, including attendance on site at any time.

