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# GOVERNMENT OF REPUBLIC OF MALDIVES

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MINISTRY OF ENVIRONMENT

## BID DOCUMENT

for

**Design and Build of Groundwater Monitoring Well in the Island of  
Adh.Dhigurah**

(Following Single -Stage: One- Envelope Bidding Procedure)

Invitation for Bid No.: (IUL)438-GCF/438/2021/130

<b>PART I</b>	<b>Section 1 to Section 5</b>
<b>PART II</b>	<b>Section 6</b>
<b>PART III</b>	<b>Section 7 to Section 9</b>
<b>PART IV</b>	<b>Section 10</b>

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## PART 1 - BIDDING PROCEDURES

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Section 1	Instructions to Bidders .....	1-1
Section 2	Bid Data Sheet.....	2-1
Section 3	Evaluation and Qualification Criteria.....	3-1
Section 4A	Bidding Forms – Letter of Bid & Bid Security .....	4-1
Section 4B	Bidding Forms – General and Financial Information .....	4-2
Section 4C	Bidding Forms - Technical Proposal.....	4-3
Section 5	Eligible Countries.....	5-1

---

## PART 2 - EMPLOYERS REQUIREMENTS

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Section 6	Employer’s Requirements .....	6-1
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## PART 3 - CONDITIONS OF CONTRACT, CONTRACT FORMS AND DRAWINGS

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Section 7	General Conditions of Contract.....	7-1
Section 8	Special Conditions of Contract .....	8-1
Section 9	Contract Forms .....	9-1

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## PART 4 - FINANCIAL DOCUMENTS

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Section 10	Price Proposal (Financial Proposal).....	10-1
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# SECTION 1

## INSTRUCTION TO BIDDERS

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### CONTENTS

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1. Scope of Bid .....	5
2. Environmental & Social Compliance .....	5
3. Corrupt Practices .....	5
4. Eligible Bidders .....	6
5. Eligible Plant and Services .....	7
6. Sections of Bidding Document .....	7
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting .....	8
8. Amendment of Bidding Document .....	9
9. Cost of Bidding .....	9
10. Language of Bid .....	9
11. Documents Comprising the Bid .....	10
12. Letter of Bid and Schedules .....	10
13. Alternative Bids .....	10
14. Documents Establishing the Eligibility of Plant and Services .....	11
15. Documents Establishing the Eligibility and Qualifications of the Bidder .....	11
16. Documents Establishing Conformity of the EQUIPMENT/MACHINER and Services .....	11
17. Technical Proposal .....	12
18. Bid Prices and Discounts .....	12
19. Currencies of Bid and Payment .....	14
20. Period of Validity of Bids .....	14
21. Bid Security .....	14
22. Format and Signing of Bid .....	15
23. Submission, Sealing and Marking of Bids .....	16
24. Deadline for Submission of Bids .....	16
25. Late Bids .....	16
26. Withdrawal, Substitution, and Modification of Bids .....	16
27. Bid Opening .....	17
28. Confidentiality .....	18
29. Clarification of Bids .....	18

30.	Deviations, Reservations, and Omissions .....	18
31.	Preliminary Examination of Bids .....	19
32.	Responsiveness of Bid.....	19
33.	Nonmaterial Nonconformities .....	20
34.	Correction of ARITHMETICAL ERRORS .....	20
35.	Conversion to Single Currency .....	20
36.	Margin of Preference.....	20
37.	Evaluation of Bids .....	21
38.	Comparison of Bids.....	21
39.	POST Qualification of Bidder .....	21
40.	Employer’s Right to Accept Any Bid, and to Reject Any or All Bids.....	22
41.	Award Criteria.....	22
42.	Notification of Award .....	22
43.	Signing of Contract .....	23
44.	Performance Security .....	23

## 1. SCOPE OF BID

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- 1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of plant and services as specified in Section 6 (Employer's Requirements). The name, identification of the International Competitive Bidding (ICB) are provided in the BDS.
- 1.2 Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in Section 7 (General Conditions of Contract).

## 2. ENVIRONMENTAL & SOCIAL COMPLIANCE

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The bidder agrees to;

- (a) Comply and ensure that its subcontractors, if any, comply with international environmental and labor standards consistent with applicable law and regulations in the country of implementation of the project, including the fundamental conventions of the International labor organization (ILO) and International Environmental treaties.
- (b) Adopt any environmental and social risk mitigations measures as defined in the environmental and social management plan or the notice of environmental and social impact issued by the employer

## 3. CORRUPT PRACTICES

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- 3.1 The Government of Republic of Maldives represented by the Ministry of Environment requires that bidders, suppliers, and contractors in the Government of Maldives financed contracts; observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government of Republic of Maldives represented by the Ministry of Environment:
  - a. defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "Corrupt practice" means the offering, giving receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
    - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
    - (iii) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
    - (iv) "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
    - (v) "obstructive practice" is

- (aa) deliberately destroying falsifying altering or concealing of evidence material to the investigation or making false statement investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice: and/ or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigations or from pursuing the investigation, or
- (bb) acts intended to materially impede the exercise of the Environment's inspections and audit rights provided for under the Contract.
- b. will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- c. will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in Government of Maldives financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an Government of Maldives financed contract.

#### 4. ELIGIBLE BIDDERS

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- 4.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 4.4 and conditions stated in BDS or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:
  - a. all partners shall be jointly and severally liable for the execution of the contract in accordance with the contract terms, and
  - b. the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution
- 4.2 The Government of Republic of Maldives represented by the Ministry of Environment considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under Maldives's Anticorruption Policy. In pursuance of Maldives's Anticorruption Policy's requirement that bidders, suppliers, and contractors under Government of Maldives-financed contracts, observe the highest standard of ethics. The Government of Republic of Maldives represented by the Ministry of Finance represented by the Government of Maldives will take appropriate actions, which include not financing of the contract, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
  - a. they have controlling partners in common; or

- b. they receive or have received any direct or indirect subsidy from any of them;  
or
  - c. they have the same legal representative for purposes of this bid; or
  - d. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
  - e. a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
  - f. a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the plant and services that are the subject of the bid.
- 4.3 A firm that is under a declaration of ineligibility by the Employer in accordance with ITB 21.8 at the date of the deadline for bid submission or thereafter, shall be disqualified.
- 4.4 Government-owned entities of the country shall be eligible only if they can establish that they
- (i) are legally and financially autonomous,
  - (ii) operate under the principles of commercial law, and
  - (iii) are not dependent agencies of the Employer or the Borrower.
- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.6 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

## 5. ELIGIBLE PLANT AND SERVICES

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- 5.1 Restrictions on origin are as follows; goods and services from country under embargo from the United Nations
- 5.2 Deleted.

## 6. SECTIONS OF BIDDING DOCUMENT

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- 6.1 The Bidding Document consists of Part I, II, III and IV, which include all the Sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITB 8.

*PART I Bidding Procedures*

Section 1 - Instructions to Bidders (ITB)

Section 2 - Bid Data Sheet (BDS)

Section 3 - Evaluation and Qualification Criteria (EQC)

Section 4A - Bidding Forms (BDF) – Letter of Bid and Bid Security

Section 4B - Bidding Forms (BDF) – General and Financial Information

Section 4C - Bidding Forms (BDF) – Technical Proposal

Section 5 - Eligible Countries

*PART II Requirements*

Section 6 - Employer's Requirements (ERQ)

*PART III Conditions of Contract and Contract Forms*

Section 7 - General Conditions of Contract (GCC)

Section 8 – Special Conditions of Contract (SCC)

Section 9 - Forms of Contract

*PART IV Financial Proposal*

Section 10 - Price Schedules

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

## **7. CLARIFICATION OF BIDDING DOCUMENT, SITE VISIT, PRE-BID MEETING**

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- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond to any request for clarification, provided that such request is received no later than the date stipulated as clarification deadline in the BDS later than seven (7) days prior to the deadline for submission of bids. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.
- 7.2 The Bidder is advised to visit and examine the site where the monitoring wells to be established and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of plant and services. The costs of visiting the site shall be at the Bidder's own expense.



- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than two days before the pre-bid meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document as defined under ITB 6. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

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## 8. AMENDMENT OF BIDDING DOCUMENT

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- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer as defined under clause ITB 6.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 24.2

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## 9. COST OF BIDDING

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The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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## 10. LANGUAGE OF BID

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The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

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## 11. DOCUMENTS COMPRISING THE BID

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11.1 The Bid shall comprise the following:

- a) Letter of Bid;
- b) Bid Security, in accordance with ITB 21
- c) Alternative bids, if permissible, in accordance with ITB 13;
- d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22.2;
- e) Documentary evidence establishing in accordance with ITB 14 that the Equipment / Machinery and services offered by the Bidder in its bid or in any alternative bid, if permitted, are eligible;
- f) Documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the contract if its bid is accepted;
- g) Documentary evidence establishing in accordance with ITB 16 that the plant and services offered by the Bidder conform to the bidding document;
- h) Technical Proposal in accordance with ITB 17;
- i) Completed Price Schedules, in accordance with ITB 18, or as stipulated in the BDS;
- j) In the case of a bid submitted by a JV, the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the work to be executed by the respective partners;
- k) List of subcontractors, in accordance with ITB 17.2; and
- l) Any other document required in the BDS

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## 12. LETTER OF BID AND SCHEDULES

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12.1 The Letter of Bid, and the Schedules, and all documents listed under ITB 11 shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms) and section 10 price schedules. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

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## 13. ALTERNATIVE BIDS

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- 13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered. If they are allowed, the BDS will also indicate whether they are permitted in accordance with ITB 13.3, or invited in accordance with ITB13.2 and/or ITB 32.
- 13.2 When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included in the BDS, and the method of evaluating different time schedules will be described in Section 3 (Evaluation and Qualification Criteria).
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Employer's requirements as described in the bidding document must also provide:

- (i) a price at which they are prepared to offer a plant meeting the Employer's requirements; and
  - (ii) all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When bidders are invited in the BDS to submit alternative technical solutions for specified parts of the facilities, such parts shall be described in Section 6 (Employer's Requirements). Technical alternatives for the specific parts of the facilities that comply with the performance and technical criteria specified for the plant and services shall be considered by the Employer on their own merits, pursuant to ITB 32.

#### 14. DOCUMENTS ESTABLISHING THE ELIGIBILITY OF PLANT AND SERVICES

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- 14.1 To establish the eligibility of the plant and services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section 10.

#### 15. DOCUMENTS ESTABLISHING THE ELIGIBILITY AND QUALIFICATIONS OF THE BIDDER

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- 15.1 To establish its eligibility and qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 - Bidding Forms
- 15.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 35.
- 15.3 If the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.

#### 16. DOCUMENTS ESTABLISHING CONFORMITY OF THE EQUIPMENT/MACHINER AND SERVICES

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- 16.1 The documentary evidence of the conformity of the equipment and services to the Bidding Document may be in the form of literature, drawings and data, and shall furnish:
- a. a detailed description of the essential technical and performance characteristics of the equipment and services, including the functional guarantees of the proposed plant and services, in response to the Specification;

- b. a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the plant for the period named in the BDS, following completion of plant and services in accordance with provisions of contract; and
  - c. a commentary on the Employer's Specification and adequate evidence demonstrating the substantial responsiveness of the equipment and services to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its bid, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Specification.
- 16.2 In order to facilitate evaluation of Bids, deviations, if any, from the terms and conditions or Specification shall be listed as indicated in ITB 17.2.

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## 17. TECHNICAL PROPOSAL

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- 17.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4C -Technical Proposal, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 17.2 For major items of plant/work component and services as listed by the Employer in Section 3 (Evaluation and Qualification Criteria), which the Bidder intends to purchase/construct/install or subcontract, the Bidder in addition to detailed information required to determine technical competence, financial soundness, experience and capability of sub-contractor in Section 3 (Evaluation and Qualification Criteria) shall also give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Employer for these items. Bidders are free to list more than one Subcontractor against each item of the plant and services. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.
- 17.3 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 3, and that any equipment or services to be provided by the Subcontractor comply with the requirements of ITB 3 and ITB 4.

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## 18. BID PRICES AND DISCOUNTS

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- 18.1 Unless otherwise specified in the BDS and/or Section 6 (Employer's Requirements), bidders shall quote for the entire plant and services on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the equipment. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the equipment and, where so required by the bidding document,

the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

- 18.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document. If a Bidder wishes to make a deviation, such deviation shall be listed in the relevant form in Section 4A - Bidding Forms – Technical Proposal. The Bidder shall also provide the additional price if any, in the relevant form in Section 10 – Bidding Forms – Price Proposal for withdrawal of the deviation.
- 18.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section 10. Where no different Price Schedules are included in the Bidding Document, bidders shall present their prices in the following manner: Separate numbered Schedules included in Section 4 - Bidding Forms shall be used for each of the following elements. The total amount from each Schedule (1 to 4) shall be summarized in a Grand Summary giving the total bid price(s) to be entered in the Bid Form.

Schedule No. 1: Survey and Design  
Schedule No. 2: EIA  
Schedule No. 3: General Works  
Schedule No. 4: Installation of Boreholes

Grand Summary (Schedule Nos. 1 to 4)

- 18.4 The Bid price shall be inclusive of all taxes, duties, levies and charges payable in the Employer's country as of seven(7) days prior to the deadline for submission of bids.
- 18.5 The current edition of Incoterms, published by the International Chamber of Commerce shall govern.
- 18.6 The prices shall be either fixed or adjustable as specified in the BDS.
- a. In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- b. In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labor and material indices in the corresponding Form in Section 9 (Contract Forms).
- 18.7 If so indicated in BDS 1.1, bids are being invited. Bidders wishing to offer any price reduction (discount) for the award of more than one contract shall specify in their Letter

of Bid the price reductions applicable to each package, or alternatively, to individual contracts within the package, and the manner in which the price reductions will apply.

## 19. CURRENCIES OF BID AND PAYMENT

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- 19.1 The currency(ies) of the bid shall be, as specified in the BDS.
- 19.2 Bidders shall indicate in the Schedule of Prices and the Letter of Bid the portion of the bid price that corresponds to expenditures incurred in the currency of the Employer's country.
- 19.3 Bidders expecting to incur expenditures in other currencies for inputs to the Facilities supplied from outside the Employer's country and wishing to be paid accordingly may indicate in the Schedule of Prices

## 20. PERIOD OF VALIDITY OF BIDS

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- 20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

## 21. BID SECURITY

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- 21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, in original form, either a Bid Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount shall be as specified in the BDS.
- 21.2 The bid security shall be a demand guarantee, at the Bidder's option, in any of the following forms:
  - a. an unconditional bank guarantee; or
  - b. an irrevocable letter of credit; or
  - c. a cashier's or certified check;

all from a reputable source from an eligible country. The bid security shall be submitted either using the Bid Security Form included in Section 4A - Bidding Forms – Technical Proposal, in the case of a bank guarantee, or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB20.

- 21.3 If a bid security is specified, any bid not complying with ITB 21.1 and ITB 21.2, shall be rejected by the Employer as non-responsive.
- 21.4 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 44.
- 21.6 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2 or
  - (b) if the successful Bidder fails to:
    - i. sign the Contract in accordance with ITB44; or
    - ii. furnish a performance security in accordance with ITB 45.
    - iii. furnish a domestic preference security if so required.
- 21.7 The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.
- 21.8 If a bid securing declaration is executed in accordance with ITB 21.1, the Employer will declare the Bidder ineligible to be awarded a contract by the Employer for the period of time stated in the Form of Bid-Securing Declaration.

## 22. FORMAT AND SIGNING OF BID

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- 22.1 The Bidder shall prepare one original set of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL BID". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid including where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 22.3 A bid submitted by a JV shall be signed so as to be legally binding on all partners.
- 22.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

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## 23. SUBMISSION, SEALING AND MARKING OF BIDS

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- 23.1 Bidders may submit their bids by mail or by hand. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:
- (a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY”. These envelopes, containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB Sub-Clauses 23.2 and 23.3.
  - (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 23.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Employer in accordance with ITB 24.1;
  - (c) bear the specific identification of this bidding process indicated in the BDS 1.1; and
  - (d) bear a warning not to open before the time and date for bid opening, in accordance to ITB 27.1.
- 23.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid. Such Bids shall not be accepted and shall be returned to the respective Bidder at the time of opening of Bid.

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## 24. DEADLINE FOR SUBMISSION OF BIDS

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- 24.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.
- 24.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

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## 25. LATE BIDS

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- 25.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 24. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

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## 26. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS

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- 26.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- a. prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and
  - b. received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 25.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Technical Bid or any extension thereof.

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## 27. BID OPENING

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- 27.1 The Employer shall conduct the opening of Bids in the presence of Bidders` designated representatives who choose to attend and at the address, date and time specified in the BDS. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub clause 23.1 shall be as specified in the BDS.
- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 27.3 Second, envelopes marked “SUBSTITUTION” shall be opened, read out, recorded, and exchanged the corresponding Bid being substituted, which are to be returned to the bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 27.4 Next, outer envelopes marked “MODIFICATION” shall be opened, read out, recorded with the corresponding Bid. No Bid Modification shall be permitted unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at Bid opening.
- 27.5 All the other envelopes shall be opened one at a time, and the following read out and recorded:
- (a) The name of the Bidder;
  - (b) Whether there is a modification or substitution;
  - (c) The Bid Prices, discounts, and alternative offers;
  - (d) The presence of a Bid Security, if required; and

- (d) Any other details as the Employer may consider appropriate.

Only Bids and alternative Bids read out and recorded at bid opening shall be considered for evaluation. No Bids shall be rejected at the opening except for late bids, in accordance with ITB Sub-Clause 24.1.

- 27.6 The Employer shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid price, any discounts, and alternative proposals if they were permitted; and the presence or absence of a bid security or a bid securing declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time and posted online when electronic bidding is permitted.

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## 28. CONFIDENTIALITY

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- 28.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 28.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

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## 29. CLARIFICATION OF BIDS

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- 29.1 To assist in the examination, evaluation, comparison and qualification of the Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 33.
- 29.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

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## 30. DEVIATIONS, RESERVATIONS, AND OMISSIONS

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- 30.1 During the evaluation of bids, the following definitions apply:
- a. "Deviation" is a departure from the requirements specified in the Bidding Document;
  - b. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

- c. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

### 31. PRELIMINARY EXAMINATION OF BIDS

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- 31.1 The Employer shall confirm that the following documents and information have been provided in the Technical bid. If any of these documents or information is missing, the offer may be rejected.
  - (a) Letter of bid
  - (b) written confirmation of authorization to commit the bidder;
  - (c) Bid Security, if applicable and
  - (d) Documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the contract if its bid is accepted;
  - (e) Technical Proposal in accordance with ITB 17.
  - (f) Completed Price Schedules, in accordance with ITB 18, or as stipulated in the BDS;

### 32. RESPONSIVENESS OF BID

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- 32.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.1
- 32.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
  - a. if accepted, would:
    - i. affect in any substantial way the scope, quality, or performance of the plant and services specified in the Contract; or
    - ii. limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
  - b. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 32.3 The Employer shall examine the overall completeness and compliance of the Bid with the Employer's Requirements; deviations from the Employer's Requirements; conformity of the plant and equipment and services offered with specified performance criteria; suitability of the plant and equipment and services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail may be rejected for non-responsiveness; technical aspects of the Bid Submitted in accordance with ITB 17, Technical Proposal in particular shall confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation or reservation.

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

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### 33. NONMATERIAL NONCONFORMITIES

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- 33.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformity in the bid that do not constitute a material deviation, reservation or omission.
- 33.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 33.3 Provided that a Bid is substantially responsive, the Employer shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).

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### 34. CORRECTION OF ARITHMETICAL ERRORS

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- 34.1 Provided the bid is substantially responsive, the Employer shall correct the arithmetical errors on the following basis:
- a. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
  - b. if there is an error in a total corresponding to the addition or subtraction of subtotal, the subtotals shall prevail and the total shall be corrected.
  - c. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 34.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited.

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### 35. CONVERSION TO SINGLE CURRENCY

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- 35.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as specified in the BDS.

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### 36. MARGIN OF PREFERENCE

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- 36.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.

### 37. EVALUATION OF BIDS

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- 37.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 37.2 To evaluate a Bid, the Employer shall consider the following:
- (a) The bid price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;
  - (b) price adjustment for correction of arithmetical errors in accordance with ITB 34.1;
  - (c) price adjustment due to discounts offered in accordance with ITB 18;
  - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37; and
  - (e) the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).
- 37.3 If price adjustment is allowed in accordance with ITB 18.6, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 37.4 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section 3 (Evaluation and Qualification Criteria).
- 37.5 If the bid, which results in the lowest Evaluated Bid, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and time schedule proposed. After evaluation of the price analyses, taking into consideration the terms of payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

### 38. COMPARISON OF BIDS

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- 38.1 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 37.2.

### 39. POST QUALIFICATION OF BIDDER

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- 39.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated substantially responsive Bid is qualified to perform the contract satisfactorily.

- 39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15.
- 39.3 An affirmative determination shall be a prerequisite for award of contract. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of the Bidder's capabilities to perform satisfactorily.

#### 40. EMPLOYER'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS

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

#### 41. AWARD CRITERIA

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- 41.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.
- 41.2 The Employer reserves the right to accept any of the deviations submitted in accordance with ITB 18.2 by the lowest evaluated bidder, at the price shown for the deviation in the bid.

#### 42. NOTIFICATION OF AWARD

---

- 42.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the plant and services (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- 42.2 At the same time, the Employer will publish in the gazette as well as Ministries website the results identifying the bid and lot numbers and the following information:
- (i) name of each Bidder who submitted a Bid;
  - (ii) bid prices as read out at bid opening;
  - (iii) name and evaluated prices of each Bid that was evaluated;
  - (iv) name of bidders whose bids were rejected and the reasons for their rejection; and
  - (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected.

- 42.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42.4 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests in writing the grounds on which its bid was not selected.

### 43. SIGNING OF CONTRACT

---

- 43.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.
- 43.2 Within Three (3) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

### 44. PERFORMANCE SECURITY

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- 44.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer. If the institution issuing the performance security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer to make it enforceable.
- 45.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
- 45.3 The above provision shall also apply to the furnishing of a domestic preference security if so required.

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**SECTION 2**  
**BIDDING DATA SHEET**

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## SECTION 2 - BID DATA SHEET

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This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1 (Instructions to Bidders).

### A. INTRODUCTION

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ITB 1.1	<p>The number of the Invitation for Bids is: (IUL) 438-GCF/438/2021/130</p> <p>The identification number of the is: <b>(IUL)438-GCF/438/2021/130</b></p> <p>The number and identification of contracts comprising this NCB is:</p> <p>1. Design and Build of Groundwater Monitoring Well in the Island of Adh.Dhigurah</p>
ITB 4.1	<p>Conditions of eligibility for the bidder:</p> <ul style="list-style-type: none"><li>- Foreign bidders is allowed to form Joint Ventures with local parties for purposes of this bid. Moreover, bidders can propose foreign suppliers for specialized works such as supply and installation of plants or Hydrologist components. Foreign suppliers needs to be identified in the bid</li><li>- Foreign Parties/ Bidder shall be registered under National Contractor's Registry (NCR) and the registration shall be valid at the time of bid submission. If not registered they will be disqualified.</li></ul>

### B. BIDDING DOCUMENT

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ITB 7.1	<p>For <u>clarification purposes</u> only, the Employer's address is:</p> <p>Attention: GCF PMU, Water and Sanitation Department , Ministry of Environment, Green Building, Handhuvaree Hingun, Maafannu, Male', 20392 Republic of Maldives Telephone: (960) 301 8300 E-mail address: <a href="mailto:proc.gcfws@environment.gov.mv">proc.gcfws@environment.gov.mv</a></p> <p>The deadline for any request for Clarification regarding the project will be on or before <b>28<sup>th</sup> April 2021 at 1400hrs</b></p>
ITB 7.4	<p>A Pre-Bid meeting will not be held</p>

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## C. PREPARATION OF BIDS

ITB 13	Not applicable.
ITB 14.1	Not applicable.
ITB 16	Not applicable.
ITB 18.1	Bidders shall quote for the entire plant and services on a “Single Responsibility Basis”.
ITB 18.6	The prices quoted by the Bidder shall be <i>fixed</i> .
ITB 18.8	<p>Add the following clause to ITB after 18.7;</p> <p>The rates quoted in the Price Schedules shall be inclusive of all taxes, duties, levies and charges payable in the Employer’s country as of seven (7) days prior to the deadline for submission of the bids.</p> <p>Equipment and machineries which are imported for the purpose of the project and are to be re-exported at the end of the contract, would get duty concessions as per the current regulations.</p>
ITB 19.1	<p>The currencies of the bid shall be as follows:</p> <p>The prices <b><u>shall be quoted in Maldivian Rufiyaa</u></b> and all <b><u>payments to contractors will be made in Maldivian Rufiyaa.</u></b></p>
ITB 19.2	Not Applicable
ITB 19.3	Not Applicable
ITB 20.1	The bid validity period shall be <b>120 days</b> from the date of bid submission dead line notified by the Employer.
ITB 21.1	<p>Bids shall include a Bid Security issued by bank using the forms:</p> <ol style="list-style-type: none"> <li>Bank guarantee</li> <li>Unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding, or surety company)</li> </ol> <p>Bid Security Shall be an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company) or a cashier’s or certified check may be submitted by a local bidder.</p> <p>All from a reputable bank from an eligible country. In case of a bank guarantee, the bid security shall be submitted using the bid security format included in Section 4A, Bidding Forms-Technical proposal or another form acceptable to the Employer. The form must include complete name of the bidder. The bid security shall be valid for twenty-eight days (28) beyond the end of validity period of the bid. This shall also apply if the period of bid validity is extended.</p> <p>The amount and currency of the bid security shall be: MVR 16,000</p>

ITB 22.1	In addition to the original of the bid, the number of copies is: <b>Zero</b>
ITB 22.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of</p> <p>The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney.</p> <p>Bids submitted by an existing or intended JV shall include an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</p>

## D. SUBMISSION AND OPENING OF BIDS

ITB 23.1	Bidders do not have the option of submitting their bids electronically.
ITB 23.2	<p>Bidders shall submit the Envelope containing Bid, Bid Security and all supporting document at the address mentioned below.</p> <p style="text-align: center;">Green Climate Fund Project Management Unit</p> <p style="text-align: center;">Ministry of Environment Handhuvaree Hingun, Male', 20392 Republic of Maldives Tel: (960) 301 8300 E-mail: <a href="mailto:proc.gcfws@environment.gov.mv">proc.gcfws@environment.gov.mv</a></p> <p><b>The deadline for Tender submission is:</b></p> <p>Date: <b>04<sup>th</sup> May 2021</b></p> <p>Time: <b>11:00hrs</b></p> <p>Envelope shall bear the following identification:</p> <p>Bid for: <b><i>Design and Build of Groundwater Monitoring Well in the Island of Adh.Dhigurah</i></b> Invitation for Bid Reference Number: <b>(IUL)438-GCF/438/2021/130</b></p> <p><b>DO NOT OPEN BEFORE (Date and Time of opening of Bids)</b></p> <p>Date of Opening Bid: <b>04<sup>th</sup> May 2021</b> Time of Opening Bid: <b>1100 hrs</b></p>
ITB 24.1	The bids shall be submitted up to 1100 hrs on 4th May 2021 at address given in ITB 7.1

ITB 27.1	The bid opening shall take at address given in ITB 7.1 immediately after dead line of submission of Bid.
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## E. EVALUATION, AND COMPARISON OF BIDS

ITB 37.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <b>Maldivian Rufiyaa.</b></p> <p>The source of exchange rate shall be: <b>The Maldives Monetary Authority (MMA).</b></p> <p>The date for the exchange rate shall be: <b>7 days prior to Bid submission dead line.</b></p>
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# SECTION 3 EVALUATION AND QUALIFICATION CRITERIA

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## CONTENTS

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Section 3 - Evaluation and Qualification Criteria .....	6
3.1 Evaluation .....	6
3.1.1 Technical Evaluation .....	6
3.1.2 Economic Evaluation .....	6
3.1.3 Quantifiable Deviations and Omissions .....	6
3.1.4 MULTIPLE LOTS (CONTRACTS).....	7
3.1.7 Specific additional criteria.....	7
<b>3.1.1 TECHNICAL EVALUATION.....</b>	<b>1</b>
3.2 Qualification CRITERIA 2	
3.2.1 Eligibility.....	2
Government-owned Entity .....	3
UN Eligibility .....	3
3.2.2 Pending Litigation .....	4
Pending Litigation .....	4
3.2.3 Historical financial performance .....	5
Historical Financial Performance .....	5
<b>Average Annual Turnover.....</b>	<b>6</b>
<b>Financial Resources.....</b>	<b>7</b>
3.2.4 Experience .....	7
<b>(A) General Experience .....</b>	<b>7</b>
<b>(B) Specific Experience.....</b>	<b>8</b>
3.2.5 Experience in Key Activities.....	8
3.4 Key Personnels for Design and construction supervision	10

## SECTION 3 - EVALUATION AND QUALIFICATION CRITERIA

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This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders.

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 32 and ITB 37, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (A) (Bidding Forms).

### 3.1 EVALUATION

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#### 3.1.1 TECHNICAL EVALUATION

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Technical evaluation of the bid will be conducted based on the information provided under section 4C – Technical proposal.

- (i) The Employer shall examine the overall completeness and compliance of the initial conceptual design with the Employer's Requirements; deviations from the Employer's Requirements; suitability of the plant and equipment and services offered in relation to the environmental and climatic conditions prevailing at the site; quality, function and operation of any process control concept included in the bid; adequacy of the method statement in relation to the scope of the works; adequacy of the proposed equipment; and adequacy of the proposed resource allocation plan
- (ii) The technical proposal that does not meet minimum acceptable standards of completeness, consistency and detail may be rejected for non-responsiveness;
- (iii) A minor deficiency in technical compliance may not be cause for rejection of bids.

#### 3.1.2 ECONOMIC EVALUATION

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Any adjustments in price that result from the procedures outlined below shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by bidders shall remain unaltered.

#### 3.1.3 QUANTIFIABLE DEVIATIONS AND OMISSIONS

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Deviations if any from the contractual obligations shall be furnished by the bidder in schedule of technical deviations. The contractor shall also undertake that there are no deviations in his bid except for those mentioned in schedule of technical deviations. The deviations shall be only when otherwise it is not possible. The additional price, if any, given by the bidder for withdrawing deviations in its bid will be added to bid price for economic evaluation.

Quantifiable Deviations and Omissions from the contractual obligations:

The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all contractual obligations under this bidding document. The Employer will assess the cost of such a deviation for the purpose of ensuring fair comparison of bids.

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### 3.1.7 SPECIFIC ADDITIONAL CRITERIA

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- i. Tax clearance of the lowest evaluated bidder shall be checked prior to contract award.
- ii. Lowest Evaluated bidder shall be assessed for any past work commitments with in the last 2 years with Government of Maldives which had been terminated due to poor performance. In addition, past work completed and any ongoing works by the lowest evaluated bidder will be assessed by the concerned stakeholder for their overall performance.

### 3.1.1 TECHNICAL EVALUATION

Criteria	Compliance Requirements				Documents
Requirement (as stipulated in 3.1.1. Technical evaluation)	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Overall completeness of the technical proposal and compliance with Employer's requirements	Must meet all requirements	Must meet all requirements	Not applicable	Not applicable	Information and documents as stipulated under section 04 Part C – Technical Proposal



### 3.2 QUALIFICATION CRITERIA

#### 3.2.1 ELIGIBILITY

Criteria	Compliance Requirements				Documents
<b>Requirement</b>	<b>Single Entity</b>	<b>Joint Venture</b>			<b>Submission Requirements</b>
		<b>All Partners Combined</b>	<b>Each Partner</b>	<b>At Least One Partner</b>	
<b>NATIONALITY</b>					
Nationality in accordance with ITB Sub-Clause 4.1.	must meet requirement	must meet requirement	must meet requirement	Not applicable	Forms: ELI - 1; ELI - 2 with attachments
<b>CONFLICT OF INTEREST</b>					
No conflicts of interest in accordance with ITB Sub-Clause 4.2.	must meet requirement	must meet requirement	must meet requirement	Not applicable	Application Submission Sheet

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<b>GOVERNMENT-OWNED ENTITY</b>					
Bidder required to meet conditions of ITB Sub-Clause 4.4.	must meet requirement	must meet requirement	must meet requirement	Not applicable	Forms ELI - 1; ELI - 2 with attachments
<b>UN ELIGIBILITY</b>					
Not having been excluded by an act of compliance with UN Security Council resolution in accordance with ITB Sub-Clause 4.6.	must meet requirement	must meet requirement	must meet requirement	Not applicable	Application Submission Sheet

**NCR REGISTRATION**

Registration at National Contractor's Registry, in accordance to ITB 4.3 (f)	Must meet requirement	Not applicable	Not applicable	Not applicable	Registration Certificate
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**3.2.2 PENDING LITIGATION**

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

**PENDING LITIGATION**

All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than <b>Fifty percent</b> of the Bidder's net worth.	must meet requirement by itself or as partner to past or existing JV	Not applicable	must meet requirement by itself or as partner to past or existing JV	Not applicable	Form LIT – 1
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3.2.3 HISTORICAL FINANCIAL PERFORMANCE

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	
HISTORICAL FINANCIAL PERFORMANCE				

<p>Submission of audited balance sheets and income statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last <b>3 (Three) years ending 31<sup>st</sup> December, 2019</b> to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. As a minimum, an Applicant's net worth calculated as the difference between total assets and total liabilities should be positive.</p>	<p>must meet requirement</p>	<p>Not applicable</p>	<p>must meet requirement</p>	<p>Not applicable</p>	<p>Form FIN - 1 with attachments</p>
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Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture		Submission Requirements	
		All Partners Combined	Each Partner		One Partner
<b>Average Annual Turnover</b>					
<p>Minimum average annual turnover of <b>MVR 5 Million only</b> calculated as total certified payments received for contracts in progress or completed, within the last <b>3 (Three) years ending 31<sup>st</sup> December, 2019</b>.</p>	<p>must meet requirement</p>	<p>must meet requirement</p>	<p>must meet 10 % of the requirement</p>	<p>must meet 50 % of the requirement</p>	<p>Form FIN – 2</p>

Financial Resources					
Using Forms FIN – 3 and FIN - 4 in Section 4 (A) (Bidding Forms) the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:(1) the following cash-flow requirement, <b>MVR 3 Million (three Million Maldivian Rufiyaa)</b>	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN – 3

### 3.2.4 EXPERIENCE

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<b>(A) GENERAL EXPERIENCE</b>					

Experience under contracts in the role of contractor, subcontractor, or management contractor for at least 07 (Seven) years prior to the applications submission deadline.	must meet requirement	not applicable	must meet requirement	Not applicable	Form EXP – 1
<b>(B) SPECIFIC EXPERIENCE</b>					
The Bidder has participated as contractor, management contractor, or subcontractor, in at least <b>one contracts which includes the scope of borehole construction or monitoring wells</b> within the last <b>Ten years</b> , with a project value of minimum <b>MVR 800 Thousand (Eight hundred thousand)</b> that have been successfully or are substantially completed and that are similar to the proposed system and services. The similarity shall be based on the physical size and environment, complexity, methods, technology or other characteristics as described in Section 7 (Employer’s Requirements)	must meet requirement	must meet requirement	not applicable	Not applicable	Form EXP - 2(a)

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### 3.2.5 EXPERIENCE IN KEY ACTIVITIES

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Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

For the above or other contracts executed during the period stipulated in 3.2.4(b) above, a minimum experience in the following key activities:	must meet all requirements	must meet all requirements			
<ol style="list-style-type: none"> <li>1. Engineering survey and design experience</li> <li>2. Borehole drilling</li> <li>3. Water monitoring equipment supply *</li> </ol>	must meet all requirements	must meet all requirements	not applicable	not applicable	Form EXP - 2(b)

\*if the bidder does not have experience this specific activities bidder must demonstrate it has the capability to undertake the works via a supplier/subcontractor.



### 3.4 KEY PERSONNELS

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	<u>POSITION</u>	No(s)	Total Work Experience [years]	Experience in Similar Work [years]
<b>Key experts</b>				
1	Resident Project Manager (Degree in project management, engineering or relevant field, with good knowledge and experience in design, build and supply projects)	1	5	3
2	Project Engineer (Degree in civil engineering/Environmental engineering or relevant field with good engineering knowledge of water sector.	1	5	2
3	EIA Specialist (Registered EIA specialist with EPA holding a permanent or temporary license which is valid)	1	5	2
4	Hydrologist (Masters' degree or PhD in hydrology, water resources, geology, geophysics, geotechnics or related field). The project engineer or EIA specialist can also be represented as the hydrologist if (s)he has these qualifications.	1	5	3

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included (PER – 1 & PER-2) in Section 4 (C) (Bidding Forms) – Technical Proposal.

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## **SECTION 4 BIDDING FORMS**

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PART A - LETTER OF BID AND BID SECURITY

PART B – GENERAL AND FINANCIAL INFORMATION

PART C – TECHNICAL PROPOSAL

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**SECTION 4**  
**BIDDING FORMS**

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**PART A - LETTER OF BID & BID SECURITY**

# Letter of Tender

**NOTE TO TENDERERS: Letter of Tender shall be in the Company Letter head.**

***Note: All italicized text is for use in preparing these form and shall be deleted from the final products.***

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

Tenderer's Reference No.: \_\_\_\_\_

Procurement Reference No.: \_\_\_\_\_

To: Ms. Mariyam Nihayath  
Procurement Officer,  
GCF PMU, Water and Sanitation Department  
Ministry of Environment  
Male', Republic of Maldives

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tendering Documents, including Addenda issued in accordance with Instructions to Tenderers (ITT) Clause 8;
- (b) We offer to execute in conformity with the Tendering Documents of the following Works:  
***{(IUL)438-GCF/438/2021/130 – Design and Build of Groundwater Monitoring Well in the Island of Adh.Dhigurah***
- (c) The total lump-sum fixed price of our Tender, excluding Goods and Services Tax (GST) in item (d) and excluding any discounts offered in item (e) below is:
- (d) The amount for Goods and Services Tax (GST)

Name	Price	Local Taxes
<b><i>Design and Build of Groundwater Monitoring Well in the Island of Adh.Dhigurah</i></b>		

- (e) The discounts offered and the methodology for their application are: .....
- (f) We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible and to complete the whole of the Works comprised in the Contract within.  
***Design and Build of Groundwater Monitoring Well in the Island of Adh.Dhigurah***
- (g) Our Tender shall be valid for a period of \_\_\_\_\_ {insert validity period as specified in ITB 18.1.} days from the date fixed for the Tender submission deadline in accordance with the Tendering Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If price adjustment provisions apply, the Table(s) of Adjustment Data shall be considered part of this Tender;<sup>1</sup>

<sup>1</sup> Include if price adjustment provisions apply in the Contract in accordance with PCC Sub-Clause **13.8 Adjustments for Changes in Cost.**

- (i) If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering Document;
- (j) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;
- (k) We, including any subcontractors or suppliers for any part of the contract, are eligible in accordance with ITT Sub-Clause 4.3 and do not have any conflict of interest in accordance with ITB 4.4;
- (l) We are not participating, as a Tenderer or as a subcontractor, in more than one Tender in this tendering process in accordance with ITB 4.4, other than alternative offers submitted in accordance with ITB 13;
- (m) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been suspended from public procurement by the Government, under the laws or official regulations of the Republic of Maldives;
- (n) We are not a government owned entity/We are a government owned entity but meet the requirements of ITB 4.6;<sup>2</sup>
- (o) We have paid, or will pay the following commissions, gratuities, or fees with respect to the tendering process or execution of the Contract: <sup>3</sup>

Name of Recipient	Address	Reason	Amount

- (p) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (q) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive; and
- (r) If awarded the contract, the person named below shall act as Contractor's Representative:  
.....

Signed: ..... {insert signature of authorised person}

Name: ..... {insert complete name of person signing}

In the capacity of: ..... {insert legal capacity of person signing}

Duly authorized to sign the tender for and on behalf of ..... {insert complete name of Tenderer and Company stamp}

Date: ..... day of ..... {DD/MM/YY}

<sup>2</sup> Use one of the two options as appropriate.

<sup>3</sup> If none has been paid or is to be paid, indicate "none".

# Form of Tender Security (Bank Guarantee)

The Issuing Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.

..... {Bank's Name, and Address of Issuing Branch or Office}

**Beneficiary:** {Name and Address of Employer}

**Date:**

**TENDER GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ {name of the Tenderer} (hereinafter called "the Tenderer") has submitted to you its Tender dated \_\_\_\_\_ (hereinafter called "the Tender") for the execution of \_\_\_\_\_ {name of contract} under Invitation for Tenders No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Tender guarantee.

At the request of the Tenderer, we \_\_\_\_\_ {name of Bank} hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] (\_\_\_\_\_) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- (b) having been notified of the acceptance of its Tender by the Employer during the period of Tender validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; and (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy your notification to the Tenderer of the name of the successful Tenderer; or (ii) {insert date}twenty-eight days after the expiration of the Tenderer's Tender.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758

[signature(s)]

# Form of Bid-Securing Declaration

Date: [insert date (as day, month and year)]

Bid No.: [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Employer]

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the *Employer* during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

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# **SECTION 4**

## **BIDDING FORMS**

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### **PART B GENERAL AND FINANCIAL INFORMATION**



## 4.1 BIDDERS QUALIFICATION

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To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

### Form ELI - 1: Bidder's Information Sheet

BIDDER'S INFORMATION	
Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	

Bidder's authorized representative  
  
(name, address, telephone numbers, fax numbers, e-mail address)

Attached are copies of the following original documents.

- 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.
- 2. Authorization to represent the firm or JV named in above, in accordance with ITB 22.2.
- 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.
- 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5.

**Form ELI - 2: JV Information Sheet**

Each member of a JV must fill in this form

JV INFORMATION	
Bidder's legal name	
JV Partner's legal name	
JV Partner's country of constitution	
JV Partner's year of constitution	
JV Partner's legal address in country of constitution	
JV Partner's authorized representative information  (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents. <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. <input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2. <input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.	

**Form LIT - Pending Litigation**

Each Bidder or member of a JV must fill in this form

**PENDING LITIGATION**

- No pending litigation in accordance with Criteria 3.3.2 of Section 3 (Evaluation and Qualification Criteria)
- Pending litigation in accordance with Criteria 3.3.2 of Section 3 (Evaluation and Qualification Criteria)

Year	Matter in Dispute	Value of Pending Claim in MVR Equivalent	Value of Pending Claim as a Percentage of Net Worth

### Form FIN - 1: Financial Situation

Each Bidder or member of a JV must fill in this form

Financial Data for Previous 3 Years [MVR Equivalent]			
	Year 2019:	Year 2018:	Year 2017:

#### Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Working Capital			

#### Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
  - Historic financial statements must be audited by a certified accountant.
  - Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**Form FIN - 2: Average Annual Turnover**

Each Bidder or member of a JV must fill in this form

Annual Turnover Data for the Last 3 Years			
Year	Amount Currency	Exchange Rate	MVR Equivalent
2019			
2018			
2017			
Average Annual Turnover			

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for contracts in progress or completed, converted to US Dollars at the rate of exchange at the end of the period reported.

**Form FIN – 3: Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3 (Evaluation and Qualification Criteria)

Financial Resources		
No.	Source of financing	Amount (MVR equivalent)
1		
2		
3		

### Form FIN- 4: Current Contract Commitments

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments						
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current MVREquivalent ] (X) <sup>a</sup>	Estimated Completion Date	Remaining Contract Period in months (Y) <sup>b</sup>	Average Monthly Invoicing Over Last Six Months [MVR/m onth] (X / Y)
1						
2						
3						
4						
5						
<b>Total Monthly Financial Requirement for Current Contract Commitments</b>						

*A Remaining outstanding contract values to be calculated from 14 days prior to the bid submission deadline (MVR equivalent based on the foreign exchange rate as of the same date).*

*<sup>b</sup> Remaining contract period to be calculated from 14 days prior to bid submission deadline.*



**Form EXP – 1: General Experience**

Each Bidder or member of a JV must fill in this form

General Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Title Name and Address of Employer Brief Description of the Works Executed by the Bidder	Role of Bidder

**Form EXP – 2(a): Specific Experience**

Fill up one (1) form per contract.

Contract of Similar Size and Nature		
Contract No . . . . . of . . . . .	Contract Identification	
Award Date:	Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor
Total Contract Amount	MVR	
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Criteria 3.3.3(b) of Section 3		

<p>The Bidder has participated as contractor, management contractor, or subcontractor, in at least 01 projects related to the current scope of work (ie, Borehole drilling, Groundwater monitoring well installations and other vertical drilling works) within the last <b>Ten years</b>, with a value of at least <b>MVR 800,000 (Eight Hundred Thousand Maldivian Rufiyaa)</b> that have been successfully or are substantially completed and that are similar to the proposed system and services. The similarity shall be based on the physical size and environment, complexity, methods, technology or other characteristics as described in Section 7 (Employer's Requirements)</p>	
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**Form EXP - 2(b): Specific Experience in Key Activities**

Fill up one (1) form per contract

Contract with Similar Key Activities		
<b>Contract No . . . . . of</b> .....	<b>Contract Identification</b>	
<b>Award Date</b>	<b>Completion Date</b>	
<b>Role in Contract</b>	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor
		<input type="checkbox"/> Subcontractor
<b>Total Contract Amount</b>	MVR	
<b>If partner in a JV or subcontractor, specify participation of total contract amount</b>	<b>Percent of Total</b>	<b>Amount</b>
<b>Employer's Name</b>  <b>Address</b>  <b>Telephone Number</b>  <b>Fax Number</b>  <b>E-mail</b>		
Description of the key activities in accordance with Criteria 3.3.4 of Section 3		
1.		

**FIN-6: LINE OF CREDIT LETTER**

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*[letterhead of the Bank/Financing Institution/Supplier]*

*[date]*

**To:***[Name and address of the Contractor]*

Dear,

You have requested {name of the bank/financing institution/supplier issuing the letter) to establish a line of credit for the purpose of executing {insert Name and identification of Project}.

We hereby undertake to establish a line of credit for the aforementioned purpose, in the amount of {insert amount}, effective upon receipt of evidence that you have been selected as successful bidder.

This line of credit will be valid through the duration of the contract awarded to you.

Authorized Signature:

---

Name and Title of Signatory:

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Name of Agency:

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**SECTION 4**  
**BIDDING FORMS**  
**PART C - TECHNICAL PROPOSAL**

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## 4.2 TECHNICAL PROPOSAL

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The requirements of this section has been set as a combined requirement for the Contract specified under Invitation to Bid bearing reference (IUL)438-GCF/438/2021/130.

### 4.2.1 ESTABLISHING OF MONITORING WELL, INSTALLATION OF SENSORS AND TRAINING

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- a) Preliminary assessment to identify the well-sites, consultation with respective stakeholders. All key experts identified in the RFP shall take part in this assessment.
- b) The contractor shall propose appropriate and practical sites for the construction, operation and maintenance of the groundwater wells after the site visit in coordination with the island council.
- c) The contractor shall produce a detailed design report on the monitoring wells, the reports shall be submitted for client approval.
- d) The contractor shall produce an EIA report as per the requirements of Maldives Environmental Protection EPA.
- e) Wells should be drilled close to each other so that the whole set of wells can be protected together, but considering the minimum space needed for the structural integrity of the system.
- f) The waterproof casing should be non-corrosive and guaranteed to last long in field conditions. For example uPVC or HDPE. Casing and wellscreens (slotted bottom part) shall be supplied by an ISO9001 approved manufacturing company.
- g) The internal diameter of the well shall be at least 5 cm so that it is possible to send a sampling pipe in while the data logger is deployed.
- h) The lining of the borehole should be watertight until it reaches the last 1m depth. At this depth, the lining should work as wellscreen (e.g. slotted). The bottom of the borehole should also be lined (with or without holes) to prevent silt from getting into the well.
- i) The top of the borehole should provide a secure way of closing so that (a) water does not enter the well from the top (b) The well is safe from vandalism.
- j) The salinity/temperature/pressure datalogger sensor ('sensor' hereafter) should be suspended above the bottom of the well, close to the bottom following the sensor manufacturers instructions.

- k) The sensor should be able to measure salinity, water-level (using hydrostatic pressure) and temperature (to convert salinity). The specifications should be as follows

Parameter	Unit	Range (minimum)	Accuracy (maximum measurement error)
Conductivity	mS/cm	0 – 60	±2%
Temperature	°C	0 – 50	0.2 units
Pressure	m (hydrostatic)	Up to 40	±0.1

- l) The sensor should be rated suitable to be submerged continuously in water under pressure up to 40m. (e.g. IP68 rating).
- m) The sensor should be completely corrosion resistant under highly saline conditions (e.g. seawater).
- n) The sensor data logger should be able to store the recordings of at least 2 years continuously (more than 20000 measurements). This operation should be completely unattended. The data logger operation should be battery-powered (with a battery life of at least 2 years)
- o) The data should be accessible from the well top while the sensor remains deployed (e.g. Built-in data cable or wireless). If using data cables, those should also be waterproof (IP68) and the cable end on the well top should be protected with a suitable waterproof enclosure.
- p) Each well should have a sampling pipe which is closed with a suitable endcap. Two units of movable sampling pumps should be provided (for the entire contract). These pumps should have a minimum lift of 5m and should operate with (rechargeable) batteries.
- q) The wells should be constructed as close to each other as possible so that the footprint is minimal. However, the spacing should be adequate to ensure structural integrity and proper operation.

- r) The set of wells should be protected from weather and vandalism. A suitable enclosure that can be securely locked should be provided.
- s) The depths of the wells are suggested to be:

Depths
2m
4m
6m
8m
15m

- t) The contractor should conduct a hands-on training session for a team of personnel selected by the client.
- u) A video clip explaining the procedure of (a) deploying, maintenance of the sensor and accessing data. (b) Sampling water from the sampling pipe/pump setup.
- v) Four well-sets in two selected islands should be constructed. Tentative locations and provided in the attached document
- w) The contractor shall submit an operation and maintenance plan
- x) Additional data on the aquifer of the island is found in the publication in the link, <https://www.environment.gov.mv/v2/en/download/10708>

*Figure: A schematic diagram of the piezometer wells. Important: This is only for illustration purposes. No rights can be derived from this diagram. When there is a conflict between the information provided in this diagram and the text in the document, the text shall take the precedence.  
Diagram attached in the tender document*



## 4.2.2 METHOD STATEMENT

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The method statement should outline how the bidder intends to execute the works, clearly indicating the **method of execution** and **allocation of key experts, support staffs, laborers, sub-contractors/suppliers and equipment/machineries** for each activity. The following key components of the scope of works should be covered in the method statement.

1. Survey and design
2. Environmental Impact Assessment (EIA) or Environmental Management Plan (EMP) – as appropriate.
3. General Works
4. Drilling of Boreholes
5. Protection of well heads
6. Installation of monitoring equipment
7. The standard operation procedures for operation and maintenance.
8. Training material development and delivery

## 4.2.3 PROJECT SCHEDULE

---

The project should be completed within **6 months of commencement (180 Days)**. The schedule should indicate duration of each deliverable as specified under employer's requirement requirements. Additionally, submission date of each key document (Borehole Drilling, EIA and design) along with review period for the employer should be incorporated into the schedule.

## 4.2.5 RESOURCE ALLOCATION PLAN

---

Detailed resource allocation plan in the sample format given below

Resources	M1	M2	M3	M4	M5	M6
<b>Key Experts and Labor</b>						
Resident Project Manager						
Project Engineer						
EIA specialist						
Hydrologist						
<b>Total</b>						

**M = Calendar Month**

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## 4.2.6 PERSONNEL

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Bidders should provide the names of suitably qualified personnel to meet the requirements specified in Section 3 (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

### Form PER – 1: Proposed Personnel

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name
5.	Title of position*
	Name

\*As listed in Section 3 (Evaluation and Qualification Criteria).



### 4.2.7 EQUIPMENT

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The Bidder shall provide adequate information to demonstrate clearly that it has the capability to provide the required equipment to undertake the works as specified under Employers requirements. A separate Form shall be prepared for each item of equipment proposed.

<b>Equipment Information</b>	<b>Name of the Equipment</b>	
	<b>Name of manufacturer</b>	<b>Model and power rating</b>
	<b>Capacity</b>	<b>Year of manufacture</b>
<b>Current Status</b>	<b>Current location</b>	
	<b>Details of current commitments</b>	
<b>Source</b>	<b>Indicate source of the equipment</b> <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

<b>Owner</b>	<b>Name of owner</b>
	<b>Address of owner</b>

	<b>Telephone</b>	<b>Contact name and title</b>
	<b>Fax</b>	<b>Telex</b>
<b>Agreements</b>	<b>Details of rental / lease / manufacture agreements specific to the project</b>	

**Declaration**

I, the undersigned [ *insert name of the key personnel* ], certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

<b>Commitment</b>	<b>Details</b>
<b>Commitment to duration of contract:</b>	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Tender evaluation;
- (b) result in my disqualification from participating in the Tender;
- (c) result in my dismissal from the contract.

**Name of Key Personnel:** *[insert name]*

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**4.2.8 PROPOSED SUBCONTRACTORS/MANUFACTURERS FOR MAJOR  
ITEMS OF PLANT AND SERVICES**

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The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose more than one for each item

S. No.	Major Items of Plant/works	Proposed Subcontractors/Manufacturers	Nationality
1			
2			
3			
4			
5			
6			
7			
8			
9			

#### 4.2.9 TIME SCHEDULE (DELETED)

---

To be used by Bidder when alternative Time for Completion is invited in ITB 13.2.

#### Schedule of Technical Deviations

Technical deviation in specifications, Design parameters, Capacities etc. shall be clearly brought out in this schedule with justifications.

No.	Clause Reference and section of bid document	As proposed in Bid document	As proposed by Bidder	Justification for change

We hereby undertake that the bid is strictly in conformity with the bid document except for the deviations mentioned above. Deviations, if any, found elsewhere in our bid, may be considered withdrawn without any implications.

### 4.3 TECHNICAL SCHEDULES

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#### 4.3.1 TECHNICAL SCHEDULE-TS16 – EMPLOYER’S REQUIREMENT COMPLIANCE DECLARATION BY THE BIDDER

---

#### Declaration of Specifications

We undertake to make suitable modifications to the design and specifications of the plant and equipment required to fulfil the bid document specifications during the review of the detailed design submission (after award of work) as per the stipulations.

It is also confirmed that there is no deviations and variance (Specifications, Drawings, Terms and Conditions etc.) from the bid document. We confirm that our Bid is strictly as per Bid Document.

---

Signature

(Authorized Signatory)



TECHNICAL SCHEDULE 4.3.2 - SUB CONTRACTOR'S QUALIFICATION  
(DELETED)

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1. *Design and Build of Groundwater Monitoring Well in the Island of Adh.Dhigurah*

The Sub Contractor shall provide all the information/data as required in Clause 3.6 – Qualification Criteria for Sub Contractors/Manufacturers of Section 3 by using all the similar forms/schedules as listed above used by the Bidder.

4.3.4 TECHNICAL SCHEDULE – EMPLOYER’S REQUIREMENT  
COMPLIANCE DECLARATION BY THE BIDDER

---

Declaration of Specifications

We undertake to make suitable modifications to the design and specifications of the RO plant and equipment required to fulfil the bid document specifications during the review of the detailed design submission (after award of work) as per the stipulations.

It is also confirmed that there is no deviations and variance (Specifications, Drawings, Terms and Conditions etc.) from the bid document. We confirm that our submittals are strictly as per Bid Document.

---

Signature

(Authorised Signatory)

# Essentiality Certificate

Government of Maldives

XXXXXXXX

TO WHOM IT MAY CONCERN

This is to certify that the work of \_\_\_\_\_ (Package No. & Name of work) \_\_\_\_\_ has been awarded to \_\_\_\_\_ (Name of Contractor) \_\_\_\_\_ amount to MRF. \_\_\_\_\_ (Amount of Contract Agreement) \_\_\_\_\_ only by Ministry of National Planning and Infrastructure, Government of Maldives and that this project has duly been approved by Government of Maldives and funded by the same.. The Project is being implemented by the Ministry National Planning and Infrastructure, Government of Maldives from XXXXXX to XXXXXXXX.

It is certified that M/S \_\_\_\_\_ (Name of Contractor) \_\_\_\_\_ for the above project requires to purchase \_\_\_\_\_ (Quantity of Material and name of material) \_\_\_\_\_ under work \_\_\_\_\_ (Package No. & Name of work) \_\_\_\_\_.

It is further certified that the aforesaid material is required for the execution of the said project.

The validity of this certificate is from \_\_\_\_\_ to \_\_\_\_\_ (Construction Duration as per Agreement).

---

(Name)

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SECTION 5

ELIGIBLE COUNTRIES

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## **SECTION 5 - ELIGIBLE COUNTRIES**

Countries not restricted on origin are as follows; goods and services from country under embargo from the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

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**SECTION 7**  
**GENERAL CONDITIONS OF**  
**CONTRACT**

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## SECTION 7 – GENERAL CONDITIONS OF CONTRACT

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The Conditions of Contract comprise the “General Conditions”, which form part of the “Conditions of Contract for Plant and Design-Build” First Edition 1999 published by Fédération Internationale des Ingénieurs-Conseils (FIDIC), and the following “Particular Conditions”, which include amendments and additions to such General Conditions.

Copies of FIDIC Conditions of Contract, referred to above, may be obtained from:  
FIDIC Secretariat  
P.O. Box 86  
CH 1000 Lausanne 12  
Switzerland  
Fax No: +41 21 653 5432

Refer to above FIDIC document which is an integral part of this Contract.

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# SECTION 8 – SPECIAL CONDITIONS OF CONTRACT

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## CONTENTS

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Appendix to Tender .....	50
Special conditions of Contract .....	53

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APPENDIX TO TENDER

	Sub - Clause	
Employer's name and address	1.1.2.2.	Ministry of Environment, Handhuvaree Hingun, Maafannu Male' 20392, Republic of Maldives
Contractor's name and address	1.1.2.3.	<hr/> <hr/> <hr/> <hr/>
Employer's name and address	1.1.2.4.	Ministry of Environment, Handhuvaree Hingun, Maafannu Male' 20392, Republic of Maldives
Time for Completion of the Works	1.1.3.3	Section 1 – Survey and Design  Survey: Carrying out Topographic Survey as specified in the Employers requirement- 04 months from the date of commencement.  Design: Carrying out design works as specified in the Employers requirement- 04 months from the date of commencement.  <i>Section 2 – Environmental Impact Assessment</i>  EIA: Carrying out EIA as per EIA regulations of the Maldives- 18 Months including Survey, EIA and Detailed Design period  Section 3 – General Works  Mobilization: Allow for Establishment of Contractors office and transportation of Equipment and Materials etc.  Site preparation: Clearing grass, bushes, shrubs, saplings, uprooting rank vegetation and removal & disposal of rubbish to approved tips anywhere in the island as directed by the Engineer-in-charge, etc.

		Training: Training of Employer's nominees for operation and maintenance of the facilities, as per Employers Requirements  Section 4 -
Defects Notification Period	1.1.3.7	365 days
Electronic transmission systems	1.3	Electronic Mail and Facsimile
Governing Law	1.4	Law of the Republic of Maldives
Ruling language	1.4	English
Language for communications	1.4	English
Time for access to the Site	2.1	Immediate access to site
Amount of Performance Security	4.2	5% of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable. The performance security will be in the form of a "performance bond".
Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements	5.1	14 days
Normal working hours	6.5	As suited for work on site
Delay damages for the Works	8.7 & 14.15(b)	0.005% of the final Contract Price per day, in the currencies and proportions in which the Contract Price is payable. The delay damage will be calculated as below  (CP * 0.005 * LD)  CP = Total Contract Price  LD = Liquidate Damage, Days lapsed after the set completion date.
Maximum amount of Delay damages	8.7	15% of the final Contract Price
Percentage for adjustment of Provisional Sums		

	13.5(b)	Not Applicable
Total advance payment	14.2	15% of the contract subject to bank guarantee of equivalent amount.
Amortization Rate	14.2(b)	20% of the Advance Payment released from each Interim Payment.
Percentage of Retention	14.3	5% of the Accepted Contract Amount
Limit of Retention Money	14.3	5% of the Accepted Contract Amount
Plant and Materials intended for the Works	14.5	Not Applicable
Currency of Payment	14.15	Maldivian Rufiyaa as named in the Letter of Tender
Periods for submission of insurance:		
(a) Evidence of insurance	18.1	14 days
(b) Relevant policies	18.1	14 days
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	Nil
Maximum amount of third party insurance	18.3	MVR 1 Million
The Dispute Adjudication Board shall be	20.2	A DAB of three members to be appointed when either party decides to call on the board for resolution of a dispute.
Appointment (if not agreed) to be made by	20.3	Ministry of Environment

Definitions of Sections:

Description (Sub-Clause 1.1.5.6)	Value:	Time for Completion (Sub-Clause 1.1.3.3)	Delay Damages (Sub-Clause 8.7)


## SPECIAL CONDITIONS OF CONTRACT

This Appendix forms part of the Agreement.

<b>Item</b>	<b>Sub- Clause</b>	<b>Data</b>
<i>Clause 1</i>		
<b>Country of Origin</b>	1.1.7	<i>Insert this new Sub-Clause after sub-clause 1.1.6</i>  The use of Goods and Services from a country under embargo from either France, EU or the United Nations is NOT permitted.
<b>Priority of Documents</b>	1.5	<i>Delete Sub-Clause 1.5 and substitute:</i>  The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found, the priority shall be such as may be accorded by the governing law. The Engineer has authority to issue any instruction which he considers necessary to resolve an ambiguity or discrepancy.
<b>Other Definitions</b>	1.1.6.10	<i>Add after 1.1.6.9</i>  "Employer's Representative" means an entity or a person assigned by the entity for the monitoring of Works under the under Contract.
<i>Clause 2</i>		
<b>Employer's Financial Arrangements</b>	2.4	<i>This Sub-Clause is not applicable</i>
<b>Employer's Representative</b>	2.6	<i>Insert Additional sub-Clause 2.6 after Sub-Clause 2.5</i>  The Employer's Representative shall: <ul style="list-style-type: none"> <li>▪ Monitor the works on site daily and prepare daily sheets for the work progress.</li> <li>▪ hold monthly site meetings with the project team</li> <li>▪ Inform the employer of any issue to be rectified or requiring immediate attention.</li> </ul>

Item	Sub- Clause	Data
		Assist the Engineer in resolving issues at site which need the intervention of Employer.
<i>Clause 3</i>		
<b>Engineer's Duties and Authority</b>	3.1	<p><i>Insert this at the end of Sub- Clause 3.1 as (d):</i></p> <p>“The Engineer shall obtain the specific approval of the Employer before ordering any works involving delay or any extra payment by the Employer or to make variation of or in the Works or Contract.”</p>
<b>Management Meetings</b>	3.6	<p><i>Insert this new Sub-Clause 3.6 at the end of Clause 3:</i></p> <p>The Engineer shall invite the Contractor and other relevant parties to the first Management Meeting where he shall decide upon intervals between future Management Meetings.</p> <p>The purpose of these Management Meetings is to coordinate the Works with the Contractor, (and other parties if deemed necessary) to record progress in relation to agreed program, and to reach and verify agreements.</p> <p>Minutes of each Management Meeting will be prepared by the Engineer and circulated to all parties attending the Management Meeting, prior to the next meeting. Agreements reached at a particular Management Meeting if duly recorded and confirmed at the next meeting will be considered accepted by all parties. Where such agreements require to be confirmed by Instructions from the Engineer in compliance with the Contract, the Engineer shall forthwith issue such Instructions.</p> <p>Agreement reached at meetings shall not be means to override the requirements to follow stipulated procedure and to submit the required quality assurance documents, method statements, shop drawings etc.</p>
<i>Clause 4</i>		
<b>Performance Security</b>	4.2	<p><i>At the end of second paragraph, insert the following:</i></p> <p>If the Performance Security is in the form of a bank guarantee, it shall be issued either (a) by a local bank, or (b) by a foreign bank located in the country, acceptable to the Employer.</p> <p>If the Performance Security is not in the form of a bank guarantee, it shall be furnished by a financial entity registered, or licensed to do business, in the Country.</p>
<b>Contractor's Representative</b>	4.3	<p><i>At the end of the second paragraph of Sub-Clause 4.3:</i></p>

<b>Item</b>	<b>Sub- Clause</b>	<b>Data</b>
		The Contractor's Representative and all these persons shall also be fluent in English Language.
<b>Subcontractors</b>	4.4	Prior consent shall not be required for any value of the subcontract Total Contract Amount.
<b>Safety Procedures</b>	4.8(f)	<p><i>Add the following to Sub-Clause 4.8</i></p> <p>The Engineer may call a halt to all works if the contractor fails to meet any of the requirements outlined in this clause. Works shall not recommence until such time as the Contractor has remedied their failure to comply with this conditions of this clause. Any costs incurred as a result of the contractor being ordered to halt work under this clause shall be borne by the contractor.</p>
<b>Site Data</b>	4.10	The Contractor shall be responsible for verifying and interpreting the technical data transmitted by the Employer.
<b>Protection of the Environment</b>	4.18	<p><i>add sub paragraph as follows;</i></p> <p>Contractor must comply with Environment Protection and Preservation Act 1993, and prepare any documents deemed necessary by the Environment Impact Assessment Regulations 2007, and receive consent to the document from the Environment Protection Agency before executing contractual Works and temporary works under this Contract. The cost of any EIA if required shall be borne by the Contractor.</p> <p>(c) Comply and ensure that its subcontractors, if any, comply with international environmental and labor standards consistent with applicable law and regulations in the country of implementation of the project, including the fundamental conventions of the International labor organization (ILO) and International Environmental treaties.</p> <p>(d) Adopt any environmental and social risk mitigations measures as defined in the environmental and social management plan or the notice of environmental and social impact issued by the employer</p>
<b>Clause 5</b>		
<b>General Design Obligation</b>	5.1	<i>Add the following at the end of the first paragraph of Sub-Clause 5.1</i>

Item	Sub- Clause	Data
		The Contractor shall be responsible for verifying and interpreting the technical data transmitted by the Employer.
<i>Clause 6</i>		
<b>Engagement of Staff and Labour</b>	6.1	<p><i>Add to this Sub-Clause</i></p> <p>The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualification and experience from sources within the Country of Works.</p>
<i>Clause 8</i>		
<b>Commencement of Work</b>	8.1	"The Commencement date shall be the date of sign of the contract agreement.
<i>Clause 13</i>		
Right to Vary	13.1	Right to Vary 13.1 Delete sub-paragraphs (b), (c) and (f) of Sub-clause 13.1
Variation Procedure	13.3	<p>Delete the last sentence of Sub-Clause 13.3 and substitute:</p> <p>Upon instructing or approving a Variation, the Engineer shall proceed in accordance with Sub-Clause 3.5 to agree or determine adjustments to the Contract Price and to the schedule of payments under Sub-Clause 14.4. These adjustments shall include reasonable profit, and shall take account of the Contractor's submissions under Sub-Clause 13.2 if applicable. For each item of work forming part (or all) of a variation, the appropriate rate or price for the item shall be the rate or price specified for such item in the Bill of Quantities (BOQ) or, if there is no such item, the rate or price specified for similar work. However, a new rate or price shall be appropriate for an item of work if no rate or price for this item is specified in the Bill of Quantities and no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the contract.</p>
Adjustments for Changes in Cost	13.8	Not Applicable
<i>Clause 14</i>		

Item	Sub- Clause	Data
<b><i>The Contract Price</i></b>	14.1/14.2	<p>Delete sub-paragraph (a) of Sub-Clause 14.1 and substitute:</p> <p>(a) the Contract Price shall be the lump sum Accepted Contract Amount and be subject to adjustments in accordance with the Contract;</p> <p>Delete sub-paragraph (c) and (d) of Sub-Clause 14.1</p> <p>Add the following sub-paragraph</p> <p>(e) if any part of the Works is to be paid according to works completed, Engineer shall use the rate specified in the Contractor's priced Schedule.</p>
<b><i>Schedule of Payments</i></b>	14.4	The schedule of payment is attached in Annex XXX
<b><i>Plant and Materials intended for the Works</i></b>	14.5	This Sub-Clause is not applicable.
<b><i>Payment</i></b>	14.7	<p>This Sub-Clause is amended to read as under:</p> <p>The Employer shall pay to the Contractor.</p> <p>(a) The amounts stated in the Schedule of Payments subject to sub-clause 14.4 (c).</p> <p>(b) This Payment Schedule maybe amended through mutual agreement of both Parties and shall be deemed to form part of this Agreement until such time that all dues under the Contract has been settled by the Employer.</p> <p>(c) The duration of the Contract shall be as stated in the Appendix to Tender.</p> <p>(d) In case of termination under Clause 15.2 [Termination by Employer] and termination under Clause 15.5 [Employer's Entitlement to Termination] any payment after termination due to the Contractor for Works executed, shall be paid under Clause 15.4 in accordance with a Payment Schedule to be agreed by the Employer and Contractor.</p> <p>(e) In case of termination under Clause 16.2 [Termination by Contractor]</p> <p>any payment after termination under Clause 16.4 and Clause 19.6 [Optional Termination, Payment and Release] will be paid</p>



Item	Sub- Clause	Data
		in accordance with a Payment Schedule to be agreed by the Employer and Contractor.
<i>Clause 15</i>	15.6	<p>Sub Clause 15.6 is amended to read as under:</p> <p>If the Employer determines that the Contractor and Financier has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such expulsion had been made under Sub- Clause 15.2 [Termination by Employer].</p> <p>Should any employee of the Contractor or Financier be determined to have engaged in corrupt, fraudulent or coercive practice during the execution of the work then that employee shall be removed in accordance with Sub-Clause 6.9 [Contractor's Personnel].</p> <p>The Employer requires that all Contractors adhere to the Employer's Policies for the Procurement of Works and Goods. In particular, the Employer requires that the executing agencies and contracting agencies, as well as all firms, entities and individuals bidding for or participating in this project, including, inter alia, applicants, bidders, contractors, consulting firms and individual consultants (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Employer all suspected acts of fraud or corruption of which it has knowledge or becomes aware, during the Bidding Process and throughout the negotiation or execution of a Contract. Fraud and corruption are prohibited. Fraud and corruption include acts of: (a) bribery, (b) extortion or coercion, (c) fraud and (d) collusion.</p> <p>The definitions of actions set forth below cover the most common types of corrupt practices, but are not exhaustive. For this reason, the Employer shall also take action in the event of any similar deed or complaint involving alleged acts of corruption, even when these are not specified in the following list. The Employer shall in all cases proceed in accordance with Sub-Clause 15.6.</p> <p>In pursuance of this policy:</p> <p>The Employer defines the terms set forth below as follows:</p> <p>"Bribery" meaning the offering or giving of anything of value to influence the actions or decisions of third parties or the receiving or soliciting of any benefit in exchange for actions or omissions related to the performance of duties;</p>

Item	Sub- Clause	Data
		<p>"Extortion" or "Coercion" meaning the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force, where potential or actual injury may befall upon a person, his/her reputation or property;</p> <p>"Fraud" meaning any action or omission intended to misrepresent the truth so as to induce others to act in reliance thereof, with the purpose of obtaining some unjust advantage or causing damage to others; and</p> <p>"Collusion" meaning a secret agreement between two or more parties to defraud or cause damage to a person or entity or to obtain an unlawful purpose;</p> <p>If the Employer, in accordance with its administrative procedures, demonstrates that any firm, entity or individual bidding for or participating in this project including, inter alia, applicants, bidders, contractors, consulting firms, individual consultants, purchasers, executing agencies and contracting agency (including their respective officers, employees and agents) engaged in an act of fraud or corruption in connection with this project, the Employer may:</p> <p>decide not to accept any proposal to award a contract or a contract awarded;</p> <p>suspend the operation if it is determined at any stage that evidence is sufficient to support a finding that an employee, agent or representative of the Employer, Executing Agency or Contracting Agency has engaged in an act of fraud or corruption.</p>
<b>Clause 17</b>		
<b>Indemnities</b>	17.1	<p>Delete Sub-Clause 17.1 in its entirety and insert the following.</p> <p>To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Employer, the Engineer, and the Owner, and their officers, directors, subsidiaries, affiliates, agents, employees and other subcontractors, from and against all claims, damages, loss and expenses, including but not limited to attorneys' fees, costs and expenses arising out of or resulting from the performance of Contractor's Work, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including resulting loss of use), caused in whole or in part by any act or omission of Contractor or anyone directly or indirectly employed by Contractor or for anyone for whose acts Contractor may be liable, regardless of whether it is caused</p>

<b>Item</b>	<b>Sub- Clause</b>	<b>Data</b>
		in part by an indemnified party. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Contract.
<b><i>Clause 18</i></b>		
<b><i>General Requirements for Insurances</i></b>	18.1	Add the following at the end of Sub-Clause 18.1:  Acceptable to the Employer.
<b><i>Insurance against Injury to Persons and Damage to Property</i></b>	18.3	The minimum insurance amount and deductibles for injury to persons and damage to property shall be as below;  a) For loss or damage to property (except the works, plant, material and equipment in connection with contract): 10% of contract amount.  b) For personal injury or death: MVR 1,000,000
<b><i>Clause 20</i></b>		
<b><i>Contractor's Claims</i></b>	20.1	The number days referred to in the Clause is amended as follows:  1st Paragraph: 28 days amended to 14 days  2nd Paragraph: 28 days amended to 14 days  5th Paragraph: 42 days amended to 21 days  6th Paragraph: 42 days amended to 21 days
<b><i>Arbitration</i></b>	20.6	At the end of sub-paragraph (a), insert the following:  "in Male"

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# SECTION 9 - CONTRACT FORMS

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(This Section contains forms which, once completed, will form part of the Contract)

## CONTENTS

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Letter of Acceptance .....	62
Form of Agreement .....	1
Performance Security .....	3
Advance Payment Security .....	4

LETTER OF ACCEPTANCE

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(on the letterhead paper of the Employer)

Date: .....

**To: [ Name and address of the Contractor]**

**Subject: [ Notification of Award of Contract No. ]**

This is to notify you that your Bid dated *....date.....* for execution of the *..... name of the contract and identification number as given in the Contract Data .....* For the Accepted Contract Amount of the equivalent of *.....amount in numbers and words and name of currency .....*, as corrected and modified in accordance with the Instruction to Bidders is hereby accepted by our Agency,

\*

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

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## FORM OF AGREEMENT

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**This Agreement** made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, between Government of Maldives *represented by the* Ministry of Environment, Male', Republic of Maldives (hereinafter called "the Employer") of the one part and \_\_\_\_\_ hereinafter called "the Contractor") of the other part.

**Whereas** the Employer is desirous that certain Works known as \_\_\_\_\_ should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein,

**The Employer and the Contractor agree** as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement,
  - (a) The Letter of Acceptance dated [ **Insert Date Here** ]
  - (b) The Letter of Tender dated [ **Insert Date Here** ]
  - (c) The Addenda nos. [ **Insert Number Here** ]
  - (d) The Conditions of Contract
  - (e) The Employer's Requirements
  - (f) The Completed Schedules, and ;
  - (g) The Contractor's Proposal
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**In Witness** whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

For and Signed on behalf of:

Employer:

Contractor:

.....  
Name:  
Designation:  
Address:

.....  
Name:  
Designation:  
Address:

In the presence of:

Employer:

Contractor:

.....  
Name:  
Designation:  
Address:

.....  
Name:  
Designation:  
Address:

## PERFORMANCE SECURITY

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**Beneficiary:** \_\_\_\_\_

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

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

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 \_\_\_\_\_ (),<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, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_  
*[signature(s)]*

**Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.**

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

<sup>2</sup> \_\_\_\_\_  
*Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*



## ADVANCE PAYMENT SECURITY

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**Beneficiary:** \_\_\_\_\_

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

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_ () is to be made against an advance payment guarantee.

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 \_\_\_\_\_ ()<sup>1</sup> 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 either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number \_\_\_\_\_ at \_\_\_\_\_.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the \_\_\_ day of \_\_\_\_, 2\_\_\_\_,<sup>2</sup> whichever is earlier. 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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<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

<sup>2</sup> Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

**Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.**

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*the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

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## **SECTION 10 – PRICE SCHEDULE**

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(Please find price schedule attached to the advertisement)

The Schedules shall be read in conjunction with the entire Bidding Document consisting Instructions to Bidders, General Conditions of Contract, Particular Conditions of Contract, Employer's Requirement.

1. The Price Schedules are divided into separate Schedules as follows:
  - Schedule No. 1: Survey and Design
  - Schedule No. 2: EIA
  - Schedule No. 3: General Works
  - Schedule No. 4: Drilling of Boreholes and Installation of equipment