



Ministry of Environment, climate Change and Technology
Republic of Maldives

TENDER DOCUMENT

for

**Design and built of a brine effluent
monitoring station in B.Dharavandhoo**

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Issued By:

Ministry of Environment, Climate change and Technology
Green Building, Handhuvaree Hingun, Male', Republic of Maldives
Tel: (960)3018300, (960)3349191, Fax: (960)3018301
E-mail: proc.gcfws@environment.gov.mv

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PART 1 Tendering Procedures

Section I - Instructions to Tenderers

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Section I - Instructions to Tenderers (ITT)

A. General

1. Scope of Tender

- 1.1 The Employer, as **indicated in the BDS**, issues this Tender Document for the procurement of the Works as specified in Section VI (Employer's Requirements). The name, identification, and number of contracts (lots) of this tendering are **provided in the BDS**.
- 1.2 Throughout this Tendering Document:
 - (a) the term "in writing" means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) "day" means calendar day.

2. Source of Funds

- 2.1 The Procuring Entity (Employer) has an approved budget from the **Green Climate Fund**, which has been allocated towards the project indicated in the **BDS**. The Procuring Entity intends to apply the allocated funds to eligible payments under contract(s) for which this Tender Document is issued.
- 2.2 Payments will be made only at the request of the Procuring Entity in accordance with contract terms and conditions and in accordance with financial legislation in force.

3. Fraud and Corruption

- 3.1 It is the Government's policy to require that Procuring Entities, as well as Tenderers, suppliers, contractors and their subcontractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Government’s inspection and audit rights provided for under sub-clause 3.1 (e) below.
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel in whole or in part a contract if it determines at any time that representatives of the Procuring Entity engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Government having taken timely and appropriate action satisfactory to address such practices when they occur;
- (d) will suspend a firm or individual from participation in public procurement, by declaring it ineligible for a stated period of time, to be awarded a Government funded contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Government funded contract. The list of suspended firms is available at the electronic address specified in the **BDS**; and
- (e) will have the right to require that a provision be included in tender documents and in contracts, requiring Tenderers, suppliers, and contractors and their sub-contractors to permit the Employer to inspect their accounts and records and other documents relating to the Tender submission and contract performance and to have them audited by auditors appointed by the Government.

3.2 Furthermore, tenderers shall be aware of the provision stated in GCC Sub-Clauses 22.2 and 56.2 (h).

4. Eligible Tenderers

4.1 A Tenderer may be a natural person, private entity, or government-owned entity—subject to ITB 4.6—or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. Unless otherwise **stated in the BDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

4.2 A Tenderer, and all parties constituting the Tenderer, shall have the nationality of an eligible country, in accordance with Section V (Eligible Countries). A Tenderer shall be deemed to have the

nationality of a country if the Tenderer is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of that country's rules and regulation. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

4.3 A Tenderer shall meet the following criteria to be eligible to participate in public procurement:

- (a) have the legal capacity to enter into the contract;
- (b) not be insolvent, in receivership, bankrupt or being wound up, its affairs not being administered by a court or a judicial officer, its business activities not being suspended and not the subject of legal proceedings for any of the foregoing;
- (c) have fulfilled its obligations to pay taxes.
- (d) not have been, and its directors or officers not have been, convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- (e) not have a conflict of interest in relation to the procurement requirement in accordance with Sub-Clause 4.4.
- (f) shall be a contractor who falls in to the grades of National Contractors Registry as **specified in the BDS**.

4.4 A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if :

- (a) they have a controlling partner 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 Tender; 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 Tender of another Tenderer, or influence the decisions of the Employer regarding this tendering process; or
- (e) a Tenderer participates in more than one Tender in this tendering process. Participation by a Tenderer in more than one Tender will result in the disqualification of all Tenders in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one Tender; or
- (f) a Tenderer or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Tender; or
- (g) a Tenderer, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

- 4.5 A Tenderer that has been suspended from participation in public procurement by the Government in accordance with ITB 3, at the date of the deadline for Tender submission or thereafter, shall be disqualified.
- 4.6 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Employer.
- 4.7 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.8 In case a prequalification process has been conducted prior to the tendering process, this tendering is open only to prequalified Tenderers.

5. Eligible Materials, Equipment and Services

- 5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Tenderers may be required to provide evidence of the origin of materials, equipment and services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Tendering Document

6. Sections of Tendering Document

- 6.1 The Tendering Document consist of Parts 1, 2 and 3 which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Tendering Procedures

- Section I - Instructions to Tenderers (ITB)
- Section II - Bid Data Sheet (**BDS**)
- Section III - Evaluation and Qualification Criteria
- Section IV - Tendering Forms
- Section V - Eligible Countries

PART 2 Requirements

- Section VI – Employer's Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VII - General Conditions of Contract (GCC)
- Section VIII - Particular Conditions (PCC)
- Section IX - Contract Forms

- 6.2 The Invitation for Tenders issued by the Employer is not part of the Tendering Document.

- 6.3 The Employer is not responsible for the completeness of the Tendering Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Tenders.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tendering Document. Failure to furnish all information or documentation required by the Tendering Document may result in the rejection of the Tender.

7. Clarification of Tendering Document, Site Visit, Pre-Tender Meeting

- 7.1 A prospective Tenderer requiring any clarification of the Tendering Document shall contact the Employer in writing at the Employer's address **indicated in the BDS** or raise his inquiries during the pre-Tender meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received the number of days **given in the BDS** prior to the deadline for submission of Tenders. The Employer shall forward copies of its response to all Tenderers who have acquired the Tendering Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Tendering Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Tenderer is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 7.3 The Tenderer 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 Tenderer, 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 Tenderer's designated representative is invited to attend a pre-Tender 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 Tenderer is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-Tender 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 Tenderers who have acquired the Tendering Document in accordance with ITB 6.3. Any modification to the Tendering Document that may become necessary as a result of the pre-Tender 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-Tender meeting.
- 7.7 Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

8. Amendment of Tendering Document

- 8.1 At any time prior to the deadline for submission of Tenders, the Employer may amend the Tendering Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Tendering Document and shall be communicated in writing to all who have obtained the Tendering Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Employer may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITB 22.2

C. Preparation of Tenders

9. Cost of Tendering

- 9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

10. Language of Tender

- 10.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Tender, such translation shall govern.

11. Documents Comprising the Tender

- 11.1 The Tender shall comprise the following:
 - (a) Letter of Tender;
 - (b) completed Schedules, in accordance with ITB 12 and 14, or **as stipulated in the BDS**;
 - (c) Tender Security or Tender Securing Declaration, in accordance with ITB 19;
 - (d) alternative Tenders, at the Tenderer's option, and if permissible, in accordance with ITB 13;
 - (e) written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITB 20.2;
 - (f) documentary evidence in accordance with ITB 17 establishing the Tenderer's qualifications to perform the contract;
 - (g) Technical Proposal in accordance with ITB 16;
 - (h) In the case of a Tender submitted by a joint venture (JV), the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; and

- (i) Any other document **required in the BDS**.

12. Letter of Tender and Schedules

12.1 The Letter of Tender, Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section IV (Tendering Forms), if so provided. 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.

13. Alternative Tenders

13.1 Unless otherwise **indicated in the BDS**, alternative Tenders shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**. If permitted, the method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).

13.3 When specified in the **BDS** pursuant to ITB 13.1, and subject to ITB 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tendering Document must first price the Employer's design as described in the Tendering Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tenderer conforming to the basic technical requirements shall be considered by the Employer.

13.4 When **specified in the BDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the BDS** and described in Section VI (Employer's Requirements). If permitted, the method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).

14. Tender Prices and Discounts

14.1 The prices and discounts quoted by the Tenderer in the Letter of Tender and in the Schedules shall conform to the requirements specified below.

14.2 The Tenderer shall submit a Tender for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV, Tendering Forms. In case of admeasurement contracts, the Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

14.3 The price to be quoted in the Letter of Tender shall be the total price of the Tender, excluding any discounts offered.

14.4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Tender, in accordance with ITB 12.1.

14.5 If so, indicated in ITB 1.1, Tenders are invited for individual contracts (lots) or for any combination of contracts (packages). Tenderers wishing to offer any price reduction for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or

alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.3, provided the Tenders for all contracts are submitted and opened at the same time.

14.6 Unless otherwise **provided in the BDS** and the Conditions of Contract, the prices quoted by the Tenderer shall be fixed. If the prices quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV (Tendering Forms) and the Employer may require the Tenderer to justify its proposed indices and weightings.

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender price submitted by the Tenderer.

15. Currencies of Tender and Payment

15.1 The currency(ies) of the Tender shall be as **specified in the BDS**.

15.2 Tenderers may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section IV, in which case a detailed breakdown of the foreign currency requirements shall be provided by Tenderers.

16. Documents Comprising the Technical Proposal

16.1 The Tenderer shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV (Tendering Forms), in sufficient detail to demonstrate the adequacy of the Tenderers' proposal to meet the work requirements and the completion time.

17. Documents Establishing the Qualifications of the Tenderer

17.1 To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV (Tendering Forms).

18. Period of Validity of Tenders

18.1 Tenders shall remain valid for the period **specified in the BDS** after the Tender submission deadline date prescribed by the Employer. A Tender valid for a shorter period shall be rejected by the Employer as nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Tender validity, the Contract price shall be adjusted by a factor specified in the request for extension. Tender evaluation shall be based on the Tender Price without taking into consideration the above correction.

19. Tender Security

19.1 Unless otherwise **specified in the BDS**, the Tenderer shall furnish as part of its Tender, in original form, either a Tender Securing Declaration or a Tender security **as specified in the BDS**. In the case of a Tender security, the amount shall be **as specified in the BDS**.

19.2 A Tender Securing Declaration shall use the form included in Section IV Tendering Forms.

19.3 If a Tender security is specified pursuant to ITB 19.1, the Tender security shall be, at the Tenderer's option, in any of the following forms:

- (a) an unconditional guarantee, issued by a bank or surety;
- (b) a cashier's or certified check; or
- (c) another security **indicated in the BDS**.

from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or bonding company located outside the Employer's Country, it shall have a correspondent financial institution located in the Republic of Maldives. In the case of a bank guarantee, the Tender security shall be submitted either using the Tender Security Form included in Section IV (Tendering Forms) or in another substantially similar format approved by the Employer prior to Tender submission. In either case, the form must include the complete name of the Tenderer. The Tender security shall be valid for twenty-eight days (28) beyond the original validity period of the Tender, or beyond any period of extension if requested under ITB 18.2.

19.4 Any Tender not accompanied by an enforceable and substantially compliant Tender security or Tender Securing Declaration, if required in accordance with ITB 19.1, shall be rejected by the Employer as nonresponsive.

19.5 If a Tender security is specified pursuant to ITB 19.1, the Tender security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the performance security pursuant to ITB 41.

19.6 If a Tender security is specified pursuant to ITB 19.1, the Tender security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required performance security.

19.7 The Tender security may be forfeited or the Tender Securing Declaration executed:

- (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Letter of Tender, except as provided in ITB 18.2 or
- (b) if the successful Tenderer fails to:
 - (i) sign the Contract in accordance with ITB 40; or

(ii) furnish a performance security in accordance with ITB 41.

19.8 The Tender Security or the Tender Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been constituted into a legally-enforceable JV, at the time of tendering, the Tender Security or the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

20. Format and Signing of Tender

20.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITB 11 and clearly mark it "ORIGINAL". Alternative Tenders, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Tenderer shall submit copies of the Tender in the number **specified in the BDS**, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature.

20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender.

D. Submission and Opening of Tenders

21. Sealing and Marking of Tenders

21.1 Tenderers may always submit their Tenders by mail or by hand. When so **specified in the BDS**, Tenderers shall have the option of submitting their Tenders electronically. Procedures for submission, sealing and marking are as follows:

- (a) Tenderers submitting Tenders by mail or by hand shall enclose the original and each copy of the Tender, including alternative Tenders, 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 22.2 and 22.3.
- (b) Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures **specified in the BDS**.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Tenderer;
- (b) be addressed to the Employer as **provided in the BDS** pursuant to ITB 22.1;
- (c) bear the specific identification of this tendering process indicated in accordance with ITB 1.1; and
- (d) bear a warning not to open before the time and date for Tender opening.

21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

22. Deadline for Submission of Tenders

22.1 Tenders must be received by the Employer at the address and no later than the date and time indicated in the **BDS**.

22.2 The Employer may, at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Tenders

23.1 The Employer shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITB 22. Any Tender received by the Employer after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

24. Withdrawal, Substitution, and Modification of Tenders

24.1 A Tenderer may withdraw, substitute, or modify its Tender 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 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal 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 Tenders, in accordance with ITB 22.

24.2 Tenders requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Tenderers.

24.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Letter of Tender or any extension thereof.

25. Tender Opening

25.1 The Employer shall open the Tenders in public at the address, date and time **specified in the BDS** in the presence of Tenderers` designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITB 21.1, shall be as **specified in the BDS**.

25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request

the withdrawal and is read out at Tender opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening. Only envelopes that are opened and read out at Tender opening shall be considered further.

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Tenderer and the Tender Price(s), including any discounts and alternative Tenders and indicating whether there is a modification; the presence of a Tender security or Tender securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at Tender opening shall be considered for evaluation. No Tender shall be rejected at Tender opening except for late Tenders, in accordance with ITB 23.1.

25.4 The Employer shall prepare a record of the Tender opening that shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution, or modification; the Tender Price, per contract if applicable, including any discounts and alternative offers; and the presence or absence of a Tender security, if one was required. The Tenderers’ representatives who are present shall be requested to sign the record. The omission of a Tenderer’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 Tenderers.

E. Evaluation and Comparison of Tenders

26. Confidentiality

26.1 Information relating to the examination, evaluation, comparison, and post-qualification of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all Tenderers.

26.2 Any attempt by a Tenderer to influence the Employer in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.

26.3 Notwithstanding ITB 25.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Employer on any matter related to the tendering process, it may do so in writing.

27. Clarification of Tenders

27.1 To assist in the examination, evaluation, and comparison of the Tenders, and qualification of the Tenderers, the Employer may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer 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 Tender shall be sought, offered, or permitted, except to

confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders, in accordance with ITB 31.

27.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Employer's request for clarification, its Tender may be rejected.

28. Deviations, Reservations, and Omissions

28.1 During the evaluation of Tenders, the following definitions apply:

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

29. Determination of Responsiveness

29.1 The Employer's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITB11.

29.2 A substantially responsive Tender is one that meets the requirements of the Tendering 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 Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Tendering Document, the Employer's rights or the Tenderer's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

29.3 The Employer shall examine the technical aspects of the Tender submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VI (Employer's Requirements) have been met without any material deviation, reservation or omission.

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

30. Nonconformities, Errors, and Omissions

30.1 Provided that a Tender is substantially responsive, the Employer may waive any nonconformities in the Tender.

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

30.3 Provided that a Tender is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Tender Price. To this effect, the Tender Price may 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 methods indicated in Section III (Evaluation and Qualification Criteria).

31. Correction of Arithmetical Errors

31.1 Provided that the Tender is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) only for unit price contracts, 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, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (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 arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 If the Tenderer that submitted the lowest evaluated Tender does not accept the correction of errors, its Tender shall be declared non-responsive.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as **specified in the BDS**.

33. Margin of Preference

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

34. Evaluation of Tenders

34.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

34.2 To evaluate a Tender, the Employer shall consider the following:

- (a) the Tender price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Day-work items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.3;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) adjustment for nonconformities in accordance with ITB 30.3;
- (f) application of all the evaluation factors indicated in Section III (Evaluation and Qualification Criteria);

34.3 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 Tender evaluation.

34.4 If this Tendering Document allows Tenderers to quote separate prices for different contracts (lots), and to award multiple contracts to a single Tenderer, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Tender, is specified in Section III (Evaluation and Qualification Criteria).

34.5 If the lowest Evaluated Tender for an admeasurement contract is, in the opinion of the Employer, seriously unbalanced, front loaded or substantially below updated estimates, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract.

35. Comparison of Tenders

35.1 The Employer shall compare all substantially responsive Tenders in accordance with ITB 34.2 to determine the lowest evaluated Tender.

36. Qualification of the Tenderer

36.1 The Employer shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender meets the qualifying criteria specified in Section III (Evaluation and Qualification Criteria).

36.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITB 17.1.

36.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the

Employer shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

37. Employer's Right to Accept Any Tender, and to Reject Any or All Tenders

37.1 The Employer reserves the right to accept or reject any Tender, and to annul the tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

38. Award Criteria

38.1 Subject to ITB 37.1, the Employer shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tendering Document, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

39. Notification of Award

39.1 Prior to the expiration of the period of Tender validity, the Employer shall notify the successful Tenderer, in writing, via the Letter of Acceptance included in the Contract Forms, that its Tender has been accepted. At the same time, the Employer shall also notify all other Tenderers of the results of the tendering.

39.2 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

39.3 The Employer shall promptly respond in writing to any unsuccessful Tenderer who, after notification of award in accordance with ITB 39.1, requests in writing the grounds on which its Tender was not selected.

39.4 Any Tenderer may seek administrative review by a written inquiry to the Procuring Entity (Employer), which it considers to be in breach of the Financial Regulations. Any application for review must be submitted in writing to the Accountable Officer of the Procuring Entity, within ten working days from the date the Tenderer knew, or should have known, of the circumstances giving rise to the complaint. If the Accountable Officer does not issue a decision within ten days, or the Tenderer is not satisfied with the decision, the Tenderer may submit a complaint to the Public Procurement Division.

40. Signing of Contract

40.1 Promptly upon notification, the Employer shall send the successful Tenderer the Contract Agreement.

40.2 Within seven (7) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Employer.

41. Performance Security

- 41.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Tenderer shall furnish the performance security in accordance with the conditions of contract, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section IX (Contract Forms), or another form acceptable to the Employer. If the performance security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.
- 41.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security. In that event the Employer may award the Contract to the next lowest evaluated Tenderer whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

42. Adjudicator

- 42.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in his Tender. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

Section II - Bid Data Sheet (BDS)

ITT reference	Tender data that supplements the ITT
A. Introduction	
ITT 1.1	<p>The name of the tendering process is: International Competitive Bidding (ICB)</p> <p>The procurement reference number of the tendering process is: (IUL)438-GCF/438/2021/197</p>
ITT 2.1	<p>The name of the Project is: Design and built of a brine effluent monitoring station in B.Dharavandhoo</p>
ITT 3.1(d)	<p>A list of firms suspended from participating in Government funded projects is available at http://www.finance.gov.mv</p>
ITT 4.1	<p>The individuals or firms in a JV shall be jointly and severally liable.</p> <p>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.</p>
ITT 4.3 (f)	<p>Contractors registered under National Contractors Registry will be eligible to participate in this tender.</p>
B. Tendering Documents	
ITT 7.1	<p>For clarification purposes only, the Employer's address is:</p> <p>GCF PMU, Water and Sanitation Department , Ministry of Environment, Climate Change and Technology Green Building, Handhuvaree Hingun, Maafannu, Male', 20392 Republic of Maldives Telephone: (960) 301 8395 E-mail address: proc.gcfws@environment.gov.mv</p> <p>Requests for clarification should be received by the Employer no later than: 1400 hours Maldivian time on 15th July 2021.</p> <p>Interested bidders shall register and mail to the email address proc.gcfws@environment.gov.mv not later than 12 00hours on 20th July 2021.</p>

ITT reference	Tender data that supplements the ITT
ITT 7.4	A Pre-Tender meeting will not take place.
C. Preparation of Tenders	
ITT 10.1	The language of the Tender is: English
ITT 11.1(b)	<p>The following schedules shall be submitted with the Tender:</p> <ol style="list-style-type: none"> 1. Proposed equipment for dredging works and work methodology. 2. Project Costing 3. Work Schedule
ITT 11.1 (i)	<p>The Tenderer shall submit with its Tender the following additional documents:</p> <p>The Tenderer shall submit the following additional documents in its tender:</p> <ol style="list-style-type: none"> 1. Power of Attorney to confirm authorization of the signatory of the Bid to commit the Bidder, in accordance with ITT Clause 20.2. 2. Business Registration Certificate. Registration is not required for International bidders at this stage. 3. GST Registration Certificate. International foreign companies who are already engaged in any work in Maldives, or have re-registered their entity in the Maldives, or have incorporated a company in Maldives shall be eligible to pay local taxes under tax regulations of the Maldives. For more information please visit: https://www.mira.gov.mv/ 4. National Contractors Registry Certificate. All contractors should adhere to National Contractors Registry and all relevant guidelines and shall sought any permits, if required, applicable at the time of submission of the tender.
ITT 13.1	Alternative Tenders shall not be permitted.
ITT 13.2	Alternative times for completion shall not be permitted.
ITT 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: N/A
ITT 14.6	The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract.

ITT reference	Tender data that supplements the ITT
ITT 14.7	Tender price should indicate amount of GST (Goods and Services Tax). Where GST amount is not indicated, quoted price shall be deemed to be inclusive of GST.
ITT 15.1	The prices shall be quoted by the Tenderer in: Maldivian Rufiyaa (MVR)
ITT 18.1	The Bids shall be valid for 120 days from the date of bid submission.
ITT 19.1	The Tenderer shall furnish a Bid security in the amount of: MVR 16,000.00 The validity of the bid security shall be: 28 days beyond the validity of the Tender (i.e. 148 days).
ITT 19.3(c)	None
ITT 20.1	In addition to the Original of the Tender, the number of copies required is: 0
ITT 20.2	The written confirmation of authorization to sign on behalf of the Tenderer shall indicate: (a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Tender such as a Power of Attorney; and (b) In the case of Tenders submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 4.1(a), 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 tendering process and, in the event the JV is awarded the Contract, during contract execution.”]
D. Submission and Opening of Tenders	
ITT 21.1	Tenderers shall not have the option of submitting their Tenders electronically.
ITT 22.1	For Tender submission purposes only, the Employer’s address is: Ministry of Environment, Climate Change and Technology Handhuvaree Hingun, Male’, 20392 Republic of Maldives Tel: (960) 301 8300 E-mail: proc.gcfws@environment.gov.mv The deadline for Tender submission is: Date: 04th August 2021

ITT reference	Tender data that supplements the ITT
	Time: 1100 hours Maldivian time
ITT 25.1	<p>The Tender opening shall take place at: Street Address:</p> <p style="padding-left: 40px;">Ministry of Environment, Climate Change and Technology Handhuvaree Hingun, Male', 20392 Republic of Maldives Tel: (960) 301 8300</p> <p>Bid for: <i>Design and Build of Brine Monitoring Station in B. Dharavandhoo</i> Invitation for Bid Reference Number: (IUL)438-GCF/438/2021/197</p> <p>Date: Same as ITT 22.1</p> <p>Time: Immediately after the deadline for Tender Submission</p>
E. Evaluation and Comparison of Tenders	
ITT 32.1	Not applicable.
ITT 33.1	Not applicable.
ITT 42.1	The Adjudicator proposed by the Employer is: Ministry of Environment, Climate Change and Technology

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate Tenders, and qualify Tenderers if the tendering was not preceded by a prequalification exercise and post qualification is applied. In accordance with ITB 34 and ITB 36, no other methods, criteria and factors shall be used. The Tenderer shall provide all the information requested in the forms included in Section IV (Tendering Forms).

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1. Evaluation

In addition to the criteria listed in ITT 34.1 (a) – (e) the following criteria shall apply;

- Tax clearance of the lowest evaluated bidder shall be checked prior to contract award.
- Past 2 years performance of the lowest evaluated bidder will be assessed prior to contract award.

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 by the lowest evaluated bidder will be assessed by the concerned stakeholder for their overall performance.

- Employer’s requirement (issued with the bidding document) for the project must be met.

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V (Employer's Requirements).

Omission of information on non-significant equipment and personnel requirements described in Section V (Employer’s Requirements) shall not be a ground for bid rejection and such non-compliance will be subject to clarification during bid evaluation and rectification prior to contract award.

1.2 Completion Time

Not Applicable

1.3 Technical Alternatives

Not Applicable

2. Qualification

Factor	2.1 Eligibility					
Sub-Factor	Criteria					Documentation Required
	Requirement	Tenderer				
		Single Entity	Joint Venture, Consortium or Association			
All partners combined			Each partner	At least one partner		
2.1.1 Nationality	Nationality in accordance with ITT 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form ELI –1.1 and 1.2, with attachments
2.1.2 Conflict of Interest	No conflicts of interests as described in ITT 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Tender
2.1.3 Government Suspension	Not having been suspended from participation in public procurement by the Government as described in ITT 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.1.4 Government Owned Entity	Compliance with conditions of ITT 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form ELI –1.1 and 1.2, with attachments

Factor	2.2 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Tenderer				
		Single Entity	Joint Venture, Consortium or Association			
All partners combined			Each partner	At least one partner		
2.2.1 Historical Financial Performance	Submission of audited balance sheets or if not required by the law of the Tenderer's country, other financial statements acceptable to the Employer, for the last three (3) years to demonstrate the current soundness of the Tenderers financial position and its prospective long term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN – 2.1 with attachments
2.2.2. Average Annual Turnover	Minimum average annual turnover of MVR 3 million , within the last three (3) years ending 31 st December 2019.	Must meet requirement	Must meet requirement	Must meet five percent (5%) of the requirement	Must meet Twenty percent (20%) of the requirement	Form FIN –2.2
2.2.3. Financial Resources	The Tenderer 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: (i) the following cash-flow requirement: MVR 1 Million	Must meet requirement	Must meet requirement	Must meet Five percent (5%) of the requirement	Must meet Twenty percent (20%) of the requirement	Form FIN –2.3

Factor	2.3 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Tenderer				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.3.1 General Experience	Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last 5 (five) years prior to the applications submission deadline.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP-2.4.1
2.3.2 Specific Experience	Participation as contractor, management contractor, or subcontractor, in at least one contracts which includes the scope of installation of buoys, or installation of scientific instruments in marine environment or related works within the last Seven years , with a project value of minimum MVR 800 Thousand (Eight hundred thousand) that have been successfully and substantially completed and that are similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in	Must meet requirement	Must meet requirements for all characteristics	N / A	Must meet requirement for one characteristic	Form EXP 2.4.2 (a)

Factor	2.3 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Tenderer				
		Single Entity	Joint Venture, Consortium or Association			
	Section VI, Employer's Requirements.			All partners combined		Each partner
	Section VI, Employer's Requirements.					

2.4 Personnel

The Tenderer must demonstrate that it will have the personnel for the key positions that meet the following requirements:

- *Criteria for proposed personnel is given in the below table*

Staff	Area of Expertise	Total Work Experience [Years]	Experience in Similar Work [Assignments]
Resident Project Manager	Degree in project management, environmental management, engineering, or relevant field, with good knowledge and experience project management) The Environmental Specialist or Project Engineer can also be represented as the Project Manager if (s)he has these qualifications.	5 years	3 years
Environmental Specialist	Degree in environmental science/Environmental management or relevant field with good knowledge of water sector.	5 years	3 years
Project Engineer	Degree in civil engineering / Environmental engineering or relevant field with good engineering knowledge of water sector.	5 years	3 years

The Tenderer shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Tendering Forms.

2.5 Equipment

The tenderer must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number Required
1	Diving Gear	1
3	Sea Vessel	1
4	Crane	1

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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, Climate Change and Technology
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/438/2021/197 – Design and Build of Brine Monitoring Station in B. Dharavandhoo
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:
.....;***[amount in numbers & words]***
- (c) **The amount for Goods and Services Tax (GST) is**
[amount in numbers & words]
- (d) The discounts offered and the methodology for their application are:
.....;
- (e) 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
(days).
- (f) 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;
- (g) If price adjustment provisions apply, the Table(s) of Adjustment Data shall be considered part of this Tender;¹
- (h) If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering Document;

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

- (i) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;
- (j) 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;
- (k) 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;
- (l) 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;
- (m) **We are not a government owned entity/We are a government owned entity** but meet the requirements of ITB 4.6;²
- (n) We have paid, or will pay the following commissions, gratuities, or fees with respect to the tendering process or execution of the Contract:³

Name of Recipient	Address	Reason	Amount
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- (o) 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;
- (p) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive; and
- (q) 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 }

² Use one of the two options as appropriate.
³ If none has been paid or is to be paid, indicate “none”.

Price Schedules

Bill of Quantities

[Note: Bidders shall submit fully priced Bills of Quantities for the projects mentioned below.

Each page of the Bills of Quantities or the Schedule of Activities should be signed by a person with the proper authority to sign documents for the Bidder].

The Bill of Quantities (BoQ) attached with this Tender Document are;

Bill of Quantities	
Project Number	Project Name
(IUL)438- GCF/438/2021/197	<i>Design and built of a brine effluent monitoring station in B.Dharavandhoo</i>

Work Schedule

Note: Bidders shall submit **work schedule**. Project name, Project number, client and duration should be clearly indicated.

Each page of the Work Schedule should be signed by a person with the proper authority to sign documents for the Bidder.

The work schedule should be submitted for the following projects;

Work Schedule	
Iulaan Number	Project Name
(IUL)438-GCF/438/2021/197	<i>Design and built of a brine effluent monitoring station in B.Dharavandhoo</i>

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)]

Technical Proposal

Technical Proposal Forms

Personnel

Equipment

Site Organization (Tenderer to provide)

Method Statement (Tenderer to provide)

Mobilization Schedule (Tenderer to provide)

Construction Schedule (Tenderer to provide)

Others

Forms for Personnel

Form PER – 1: Proposed Personnel

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

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name
6.	Title of position
	Name
7.	Title of position
	Name

Form PER – 2: Resume of Proposed Personnel

The Tenderer shall provide all the information requested below. Fields with asterix (*) shall be used for evaluation.

Position*		
Personnel information	Name *	Date of birth
	Professional qualifications:	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager/personnel officer)
	Fax	E-mail
	Job title	Years with present Employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From*	To*	Company, Project, Position, and Relevant Technical and Management Experience*

Forms for Equipment

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer. The Tenderer shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

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

The following information shall be provided only for equipment not owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Tenderer's Qualifications

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

Form ELI 1.1

Tenderer Information Sheet

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

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

Tenderer's Reference No: [Insert reference no]

Procurement Reference No.: [insert reference number]

Page _____ of _____ pages

1. Tenderer's Legal Name	{insert Tenderer's legal name}
2. In case of JV, legal name of each party:	{insert legal name of each party in JV}
3. Tenderer's actual or intended Country of Registration:	{insert actual or intended Country of Registration}
4. Tenderer's Year of Registration:	{insert Tenderer's year of registration}
5. Tenderer's Legal Address in Country of Registration:	{insert Tenderer's legal address in country of registration}
6. Tenderer's Authorized Representative Information	
Name:	{insert Authorized Representative's name}
Address:	{insert Authorized Representative's Address}
Telephone/Fax numbers:	{insert Authorized Representative's tel/fax numbers}
Email Address:	{insert Authorized Representative's email address}
7. Attached are copies of original documents of: {check the box(es) of the attached original documents}	
<input type="checkbox"/>	Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.
<input type="checkbox"/>	In case of JV, letter of intent to form JV including a draft agreement, or JV agreement, in accordance with ITB Sub-Clauses 4.1
<input type="checkbox"/>	In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.6.

Form ELI 1.2

Party to Joint Venture Information Sheet

[The Tenderer shall fill in this Form in accordance with the instructions indicated below].

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

Tenderer's Reference No: [Insert reference no]

Procurement Reference No.: [insert reference]

Page ___ of ___ pages

1. Tenderer's Legal Name:	{insert Tenderer's legal name}
2. JV's Party legal name:	{insert JV's Party legal name}
3. JV's Party Country of Registration:	{insert JV's Party country of registration}
4. JV's Party Year of Registration:	{insert JV's Part year of registration}
5. JV's Party Legal Address in Country of Registration:	{insert JV's Party legal address in country of registration}
6. JV's Party Authorized Representative Information	
Name:	{insert name of JV's Party authorized representative}
Address:	{insert address of JV's Party authorized representative}
Telephone/Fax numbers:	{insert telephone/fax numbers of JV's Party authorized representative}
Email Address:	{insert email address of JV's Party authorized representative}
7. Attached are copies of original documents of: {check the box(es) of the attached original documents}	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.	
<input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.6.	

Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Form CCC

Current Contract Commitments/Works in Progress

Tenderers 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.

No	Name of contract	Employer, contact address/tel/fax	Value of outstanding work (current MVR equiv)	Estimated completion date	Average monthly invoicing over last six months (MVR/month)
1.					
2.					
3.					
4.					
5.					

Form FIN – 2.1

Financial Situation

Historical Financial Performance

To be completed by the Tenderer and, if JV, by each partner

Tenderer’s Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Tendering No.: _____

Page _____ of _____ pages

Financial information (MVR equiv)	Historic information for previous ____ years (MVR equiv in ,000s)				
	Year 2019:	Year 2018:	Year 2017:	Avg.	Avg. Ratio
Information from Balance Sheet					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					

- Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:
- Must reflect the financial situation of the Tenderer 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 – 2.2

Average Annual Turnover

Tenderer’s Legal Name: _____ Date: _____

JV Partner Legal Name: _____ Tendering No.: _____

Page _____ of _____ pages

Annual turnover data		
Year	Amount and Currency	MVR equivalent
2019		
2018		
2017		
*Average Annual Turnover		

*Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Section III (Evaluation and Qualification Criteria), Sub-Factor 2.3.2, divided by that same number of years.

Form FIN2.3

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 III (Evaluation and Qualification Criteria)

Source of financing	Amount (MVR equivalent)
1.	
2.	
3.	
4.	

***Credit reference letters should be attached with the form.*

Experience
Form EXP – 2.4.1
General Experience

Tenderer's Legal Name: _____ Date: _____

JV Partner Legal Name: _____ Tendering No.: _____

Page _____ of _____ pages

Starting Month / Year	Ending Month / Year	Years*	Contract Identification	Role of Tenderer
			Contract name: Brief Description of the Works performed by the Tenderer: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Tenderer: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Tenderer: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Tenderer: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Tenderer: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Tenderer: Name of Employer: Address:	

*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

Form EXP – 2.4.2(a) cont.

Specific Experience cont.

Tenderer’s Legal Name: _____ Date: _____

JV Partner Legal Name: _____ Procurement Ref No: _____

Page _____ of _____ pages

Similar Contract Number: [insert specific number] of [insert total number of contracts required].	Information		
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	%		MVR
Employer’s Name:			
Address:			
Telephone/fax number:			
E-mail:			

***Reference Letters shall be attached with the forms.*

Form EXP – 2.4.2(a)

Specific Experience

Tenderer’s Legal Name: _____ Page _____ of _____ pages

JV Partner Legal Name: _____

Similar Contract No. [insert specific number] of [insert total number of contracts] required	Information
Description of the similarity in accordance with Sub-Factor 2.4.2a) of Section III (Evaluation and Qualification Criteria):	
Amount	
Physical size	
Complexity	
Methods/Technology	
Physical Production Rate	

***Reference Letters should be attached with the forms.*

Section V - Eligible Countries

1. 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.

2. Goods manufactured in a Country may be excluded if:

- i) as a matter of law or official regulation, the Republic of Maldives prohibits commercial relations with that Country, or
- ii) 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 Republic of Maldives prohibits any import of goods from that Country or any payments to persons or entities in that Country.

PART 2 – Employer’s Requirements

Section VI - Employer's Requirements

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SECTION 5 – EMPLOYER’S REQUIREMENT

Scope of Works

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/438/2021/197.

Establishing of brine effluent Monitoring station

The objective of design and built of an brine effluent monitoring station on the island of B.Dharavandhoo is to continuously monitor the ocean water quality near the brine discharge (from the operation of desalination plant) point.

1. Minimum Requirement of the instruments

The instrument should have the following requirements as a minimum.

1. Parameters to be measured (minimum required accuracy given within brackets): Salinity (%), conductivity ($\pm 1\%$), temperature ($(\pm 1^\circ\text{C})$), PH (± 0.2 PH units), Turbidity ($\pm 5\%$) Depth (0.5%).
2. Monitoring at one geographic location should consist of the following: Salinity measurements at 3 depth levels (near the surface, mid-depth, near the bottom), all other parameters at a single depth (e.g. mid-depth).
3. The equipment shall be able to take continuous measurements of the mentioned parameters for long term period without significant intervention.
4. The instrument should report accurate GPS location with monitoring data.
5. Sensor depth rating at least 100m hydraulic head.
6. Automated data gathering system with storage. ($\pm 1\%$)
7. Data should be transmitted by cellular data connection (frequency once a day at least).
8. Unattended operation for at least three months with a sampling frequency of 5 minutes or less, automatic sensor cleaning (viper) and rechargeable batteries.
9. Waterproofing suitable for oceanography use.
10. Floating and mooring hardware should be included.
11. Warranty and service period of at least 3 years should be included.

Note: Please quote the price for a single location covering all the above requirements.

2. Survey

The following surveys should be completed before commencement of installation of the instrument. The detailed survey should include a map of the sea bed near the brine outfall location.

1. Bathymetric Survey:
 - a. Bathymetric survey (with a minimum resolution of 500mm) for 10 meter radius from the tip of the brine outfall should be taken.
 - b. As-built location of the brine outfall pipeline should be mapped in the drawing.
 - c. All survey files, including editable copies should be provided to the employer along with geo-referenced CAD files for approval..

3. Supply and Installation

Installation of the instrument should be done according to the manufacturer's recommendations. Floating and mooring hardware to support the instrument should be supplied and installed according to the below requirements.

- The contractor shall obtain all information regarding variation of tide levels, currents, winds and other relevant information from the appropriate authorities. The contractor shall liaise with the island council, operator prior to propose the exact location for installation.
- The final location of the instrument shall be approved by the Client based on the bathymetric survey before commencement of installation.
- Instrument should be adequately moored on a buoy or anchored on a stationary structure in the shallow water as recommended by the manufacturer.
- The contractor shall submit his detailed method statement for installation of the instrument for approval of the Client prior to commencement of work

4. Training

The contractor should conduct a hands-on training session for a team (not more than 15 persons) of personnel selected by the client covering the following topics.

- Operating principles of the monitoring station.
- How to deploy the sensors, change batteries, read data.
- Operation and maintenance of the entire system

5. Operation Maintenance manual

- a) The contractor shall submit a detailed operation and maintenance manual for the monitoring station. The operation and maintenance manual shall be submitted in both Dhivehi and English Language.

A video clip explaining the full procedure of deploying, maintenance of the sensor and accessing data shall also be submitted. The video should be in Dhivehi language with English subtitles.

6. Deliverables

All works must be completed within a duration of 120 days

Deliverables	Timeline	Documents Required	Remarks
Detailed design report including method statement and surveying results	30 days from the date of commencement	Detailed design Report, Detail Drawings.	Subject to Approval by Client
Mobilization, Site preparation	45 days from the date of commencement	Mobilisation shall take place after the approval of detailed design report and EIA report	

Completion of the works of monitoring station as per employer's requirements and the approved detailed design	90 days from the date of commencement	-	Subject to Approval by Client
Provision of training to staffs identified by the client (10 - 15 participants)	120 days from the date of commencement	Training report inclusive of all materials use for training and attendance sheets	Subject to Approval by Client
Providing video clip, operation and maintenance manual as per Employers requirement	90 days from the date of commencement	Operation and maintenance plan Video clip	Subject to Approval by Client

Note:

- Electronic copies of the all deliverables shall be provided to the client in the following formats (where applicable)
 - All the engineering designs should be in CAD formats and GIS shapefiles (e.g. AutoCAD)
 - Documents in editable formats (e.g. Microsoft Word). Final versions should be provided both in editable and PDF formats.
- Two numbers of hardcopies shall be submitted in the form of a book for each deliverable with the following requirement,
 - Front and Back cover – Hard Cover
 - High Quality Color Print

Size: A4 and A3. A3 pages should be folded appropriately

Drawings

List of Drawings		
Project Number	Drawing Number	Drawing Title
	-	

Bill of Quantities or Activity Schedule

Attached. Same as provided in Section IV and attached with the tender

*The project should be completed within **4 months of commencement (120 Days)**. The schedule should indicate duration of each deliverable as specified under employer's requirement requirements. Additionally, submission date of each key document along with review period for the employer should be incorporated into the schedule.*

PART 3 –Contract

Section VII – General Conditions of Contract

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.

Section VIII – Particular Conditions of Contract

The Conditions of Contract comprise the “General Conditions”, which form part of “Conditions of Contract for Plant and Design” First Edition 1999 published by the International Federation of Consulting Engineers (FIDIC), and the following “Particular Conditions”, which include amendments and additions to such General Conditions.

Item	Sub-Clause	Data
Clause 1		
<i>Interpretation</i>	1.2	<p><i>At the end of Sub-Clause 1.2, insert:</i></p> <p>In these Conditions, provisions including the expression “Cost plus reasonable profit” require this profit to be one-twentieth (5%) of this Cost.</p>
<i>Priority of Documents</i>	1.5	<p><i>Delete Sub-Clause 1.5 and substitute:</i></p> <p>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.</p>
<i>Other Definitions</i>	1.1.6.10	<p><i>Add after 1.1.6.9</i></p> <p><i>“Employer’s Representative” means an entity or a person assigned by the entity for the monitoring of Works under the under Contract.</i></p>
Clause 2		
<i>Employer’s Representative</i>	2.6	<p><i>Insert Additional sub-Clause 2.6 after Sub-Clause 2.5</i></p> <p>The Employer’s Representative shall:</p> <ul style="list-style-type: none"> ▪ monitor the works on site daily and prepare daily sheets for the work progress. ▪ hold monthly site meetings with the project team ▪ Inform the employer of any issue to be rectified or requiring immediate attention. ▪ Assist the Engineer in resolving issues at site which need the intervention of Employer.
Clause 3		
<i>Engineer’s Duties and Authority</i>	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</p>

Item	Sub- Clause	Data
		by the Employer or to make variation of or in the Works or Contract.”
Management Meetings	3.6	<i>Insert this additional Sub-Clause 3.6 at the end of Sub-Clause 3.5:</i> The Engineer or the Contractor’s Representative may require the other to attend a management meeting in order to review the arrangements for future work. The Engineer shall record the business of management meetings and supply copies of the record to those attending the meeting and to the Employer. In the record, responsibilities for any actions to be taken shall be in accordance with the Contract.
Clause 4		
Performance Security	4.2	<i>At the end of second paragraph, insert the following:</i> 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.
Contractor’s Representative	4.3	<i>At the end of the second paragraph of Sub-Clause 4.3:</i> The Contractor’s Representative and all these persons shall also be fluent in English Language.
Subcontractors	4.4	Prior consent shall not be required if the value of the subcontract is less than one percent (1%) of the Accepted Contract Amount.
Protection of the Environment	4.18	<i>add sub paragraph as follows;</i> 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.
Clause 5		
General Design Obligations	5.1	The outline design provided as part of the Employer’s Requirement is a basic requirement. Detail design must be prepared taking into consideration this concept design without deviation.
Clause 6		
Engagement of Staff and Labour	6.1	<i>Add to this Sub-Clause</i> The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate

Item	Sub- Clause	Data
		qualification and experience from sources within the Country of Works.
<i>Alcoholic Liquor or Drugs</i>	6.12	<i>Add this Sub-Clause</i> The Contractor shall not, otherwise than in accordance with the Laws of the Maldives, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal by Contractor's personnel.
<i>Arms and Ammunition</i>	6.13	<i>Add this Sub-Clause</i> The Contractor shall not give, barter or otherwise dispose of to any person, any arms or ammunition of any kind, or allow Contractor's personnel to do so.
<i>Festivals and Religious Customs</i>	6.14	<i>Add this Sub-Clause</i> The Contractor shall respect the recognized festivals, days of rest, and local and religious customs of the Maldives.
Clause 8		
<i>Commencement of Work</i>	8.1	The Commencement Date shall be the date of signing of the Agreement.
Clause 13		
<i>Provisional Sums</i>	13.5	<i>This Sub-Clause is not applicable.</i>
Clause 14		
<i>The Contract Price</i>	14.1	Add the following sub-paragraph (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.
<i>Plant and Materials intended for the Works</i>	14.5	Sub-paragraph (b) is not applicable.
Clause 15		
<i>Corrupt or Fraudulent Practices</i>	15.6	Sub Clause 15.6 is amended to read as under: 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

Item	Sub- Clause	Data
		<p>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> <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>

Item	Sub- Clause	Data
		<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>
		<p>Clause 18</p>
<p><i>General Requirements for Insurances</i></p>	<p>18.1</p>	<p>Add the following at the end of Sub-Clause 18.1:</p> <p>Acceptable to the Employer.</p>
<p><i>Insurance against Damage to Property</i></p>	<p>18.3</p>	<p>Add the following sentence at the end of the Sub-Clause 18.3</p> <p>Prior to commencing any excavation or using any heavy equipment in close proximity to third party properties, the Contractor shall at his own expense arrange his insurers to inspect such properties. He shall also prepare pre-operation condition reports of such properties including any photographs, as deemed appropriate, for future reference.</p>
		<p>Clause 20</p>
<p><i>Arbitration</i></p>	<p>20.6</p>	<p>At the end of sub-paragraph (a), insert the following:</p> <p>“in Male”</p>

Section IX - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Tenderer after contract award.

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Letter of Acceptance

[To be produced on letterhead paper of the Employer/Procuring Entity]

To:

[name and address of the Contractor]

Subject: Notification of Award of Contract:

This is to notify you that your Tender dated..... [insert date] for the execution of the[insert name of the contract and procurement reference number, as given in the Invitation to Tender] for the Accepted Contract Amount of the equivalent of [insert amount in numbers and words and name of currency], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section IX (Contract Forms) of the Tendering Document.

[Choose one of the following statements:]

We accept that [insert the name of Adjudicator proposed by the Tenderer] be appointed as the Adjudicator.

[or]

We do not accept that [insert the name of the Adjudicator proposed by the Tenderer] be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to [insert name of the Appointing Authority], the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 42.1 and GCC 23.1.

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 Procuring Entity}
Date: day of {DD/MM/YY}

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the [insert date] day of [insert month], [insert year], between [name of the Employer] (hereinafter “the Employer”), of the one part, and [name of the Contractor] (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as [name of the Contract] should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these 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 Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Contractor’s Tender
 - (c) the Particular Conditions
 - (d) the General Conditions;
 - (e) the Specification
 - (f) the Drawings; and
 - (g) the completed Schedules,
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy 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 in accordance with the laws of the Republic of Maldives on the day, month and year indicated above.

For and on behalf of the Employer/Procuring Entity

Signed:
Name:
In the capacity of: [Title or other appropriate designation]

For and on behalf of the Contractor

Signed:
Name:	
In the capacity of:	[Title or other appropriate designation]

[**Note:** If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each member of the Joint Venture

Signed:
Name of member:	
In the capacity of:	[Title or other appropriate designation]

Signed:
Name of member:	
In the capacity of:	[Title or other appropriate designation]

Performance Security

[The issuing bank, as requested by the successful Contractor, shall fill in this form in accordance with the instructions indicated]

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

Title of the procurement: [Insert general title of the procurement]

Procurement Reference No: [insert reference]

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: [insert complete name of Employer/Procuring Entity]

Performance Guarantee No:

We have been informed that [name of the Contractor], (hereinafter called "the Contractor") has entered into Contract No. [procurement reference number of the Contract], dated [insert day and month], [insert year], with you, for the execution of [name of contract and brief description of Works] (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 Contractor, we [name of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **[name of the currency and amount in figures]** ¹.... (. [amount in words]) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your 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, and any demand for payment under it must be received by us at this office on or before that date. 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 Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

.....
[Seal of Bank and Signature(s)]



All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

¹ The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.

² Insert the date twenty-eight days after the expected completion date. 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.

Advance Payment Security

[The bank, as requested by the successful Contractor, shall fill in this form in accordance with the instructions indicated.]

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

Title of the procurement: [Insert general title of the procurement]

Procurement Reference No: [insert reference]

[Issuing bank's letterhead]

Beneficiary: [insert legal name and address of Procuring Entity]

ADVANCE PAYMENT GUARANTEE No.: [insert Advance Payment Guarantee no.]

Advance Payment Guarantee No:

We have been informed that [name of the Contractor] (hereinafter called "the Contractor") has entered into Contract No..... [procurement reference number of the Contract], dated [insert day and month], [insert year] with you, for the execution of [name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum [name of the currency and amount in figures] ¹ (..... [amount in words]) is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of the Bank]. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in figures]* (..... [amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number[Contractor's account number]. at [name and address of the Contractor's Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated 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 eighty (80) percent of the Contract Price has been certified for payment, or on the day of², whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. 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 Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

..... **[Seal of Bank and Signature(s)]**.....



All italicized text is for guidance in preparing this demand guarantee and shall be deleted from the final document.

¹ The Guarantor shall insert an amount representing the amount of the advance payment 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.

² 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

SECTION 6 – CONTRACTOR’S SCHEDULE OF PAYMENTS

(This section shall comprise of the Contractor’s Price Proposal including the proposed Payment Schedule in accordance with Clause 14.4)

SECTION 7 – CONTRACTOR’S PROPOSAL
(This section shall comprise of the Contractor’s Technical Proposal)

ANNEXURES