



Republic of Maldives

Ministry of Environment, Climate Change and Technology

**Bidding Document for Procurement of
Civil Works of Regional Laboratory in
H.Dh. Hanimaadhoo**

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PART 1

TENDERING PROCEDURES

Section I. Instructions to Tenderers

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Section I. Instructions to Tenderers

A. General

1. Scope of Tender

1.1 The Employer, as indicated in the TDS, issues this Tender Document for the procurement of the Works as specified in Section VII (Employer's Requirements). The name and identification of this tendering are provided in the TDS.

1.2 Throughout these Tendering Documents:

(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 Beneficiary or Recipient (hereinafter called "Beneficiary") **specified in the TDS** has received financing (hereinafter called "funds") from Green Climate Fund (hereinafter called "GCF") towards the cost of the project **specified in the TDS**. The Beneficiary intends to apply a portion of the funds to eligible payments under the contract(s) for which these Tendering Documents are issued.

2.2 Payments by GCF will be made only at the request of the Beneficiary and upon approval by GCF in accordance with the terms and conditions of the financing agreement between the Beneficiary and GCF (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Beneficiary shall derive any rights from the financing Agreement or have any claim to the proceeds of the financing (or other financing).

3. Corrupt and Fraudulent Practices

3.1 The Fund requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Tenderers shall permit and cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Fund to inspect all accounts, records and other documents relating to any prequalification process, Tender submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Fund.

4. Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a government-owned entity—subject to ITB Sub Clause 4.5
- 4.2 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- (a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - (b) receives or has received any direct or indirect subsidy from another Tenderer; or
 - (c) has the same legal representative as another Tenderer; or
 - (d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Employer regarding this Tendering process; or
 - (e) 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 such Tenderer is involved. However, this does not limit the inclusion of the same subcontractor in more than one Tender; or
 - (f) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Tender; or
 - (g) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Beneficiary as Engineer for the Contract implementation;
 - (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (i) has a close business or family relationship with a professional staff of the Beneficiary (or of the project implementing agency, or of a recipient of a part of the financing) who: (i) are directly or indirectly involved in the preparation of the Tendering documents or specifications of the contract, and/or the Tender evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such

contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Fund throughout the procurement process and execution of the contract.

- 4.3 A Tenderer shall have the nationality of any country, subject to the restrictions pursuant to ITB 4.7 and in accordance with Section V. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.4 A firm that is under a declaration of ineligibility by GCF in accordance with ITB Clause 3, at the date of the deadline for Tender submission or thereafter, shall be disqualified.
- 4.5 Tenderers that are Government-owned enterprises or institutions in the Employer's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Fund's satisfaction, through all relevant documents, including its Charter and other information the Fund may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not Tendering for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.6 A Tenderer shall not be under suspension from Tendering by the Employer as the result of the operation of a Tender–Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Beneficiary's country prohibits commercial relations with that country, provided that the Fund is satisfied that such exclusion does not preclude effective competition for

the supply of goods or the contracting of works or services required; or (b) by the Boycott Regulations of GCF, the Beneficiary's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.8 A Tenderer shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Eligible Materials, Equipment, and Services

5.1 All Material Equipment and services to be supplied under the Contract and financed by GCF shall have clearly stated country of origin.

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 Documents

6. Sections of Tendering Documents

6.1 The Tendering Documents consist of Parts 1, 2, and 3, which include all the Sections specified below, and which 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. Tender Data Sheet (TDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Tendering Forms
- Section V. Eligible Countries
- Section VI. Fund Policy-Corrupt and Fraudulent Practices

PART 2 Works Requirements

- Section VII. Employer's Requirement

PART 3 Conditions of Contract and Contract Forms

- Section VIII. General Conditions (GC)
- Section IX. Particular Conditions (PC)
- Section X. Annex to the Particular Conditions - Contract Forms

- 6.2 The Invitation for Tenders issued by the Employer is not part of the Tendering Documents.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Tendering Documents, responses to requests for clarification, the minutes of the pre-Tender meeting (if any), or Addenda to the Tendering Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly by the Employer shall prevail.
- 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 Documents, Site Visit, Pre-Tender Meeting

- 7.1 A Tenderer requiring any clarification of the Tendering Documents shall contact the Employer in writing at the Employer’s address **specified in the TDS** or raise its enquiries 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 no later than the date stipulated as clarification deadline in the TDS. The Employer shall forward copies of its response to all Tenderers who have acquired the Tendering Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the TDS, the Employer shall also promptly publish its response at the web page identified in the TDS. Should the clarification result in changes to the essential elements of the Tendering Documents, the Employer shall amend the Tendering Documents following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own 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 If so, specified in the TDS, the Tenderer's designated representative is invited to attend a pre-Tender meeting. 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 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, if applicable, including the text of the questions asked by Tenderers, 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 Documents in accordance with ITB 6.3. Any modification to the Tendering Documents 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. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

8. Amendment of Tendering Documents

- 8.1 At any time prior to the deadline for submission of Tenders, the Employer may amend the Tendering Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Tendering Documents and shall be communicated in writing to all who have obtained the Tendering Documents from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Employer should 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 not 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 TDS**. 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 TDS**, 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 two envelopes submitted simultaneously, one called the Technical Proposal containing the documents listed in ITB 11.2 and the other the Financial Proposal containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.

11.2 The Tender shall comprise the following:

The **Technical Proposal** shall comprise the following:

- (a) Letter of Technical Proposal;
- (b) Completed Schedules, in accordance with ITB 12;
- (c) Tender Security or Tender-Securing Declaration, in accordance with ITB 19.
- (d) Alternative Technical Proposals, at 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 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 TDS.

11.3 The **Financial Proposal** shall comprise the following:

- (a) Letter of Financial Proposal;
- (b) completed Bill of Quantities, Price Schedules, in accordance with ITB 12 and ITB 14, or as stipulated in the TDS;
- (c) alternative Financial Proposals, at Tenderer 's option and

if permissible, in accordance with ITB 13;

(d) Any other document required in the TDS.

11.4 In addition to the requirements under ITB 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement. (Not Applicable)

12. Letter of Tender and Schedules

12.1 The Letter of Technical Proposal and Priced Tender, Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section 4 (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 specified in the TDS**, 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 TDS**, as will the method of evaluating different times for completion.

13.3 Except as provided under ITB 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tendering Documents must first price the Employer's design as described in the Tendering Documents 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 TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts **will be identified in the TDS**, as will the method for their evaluating, and described in Section VII, Employer's Requirements. The method for the evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).

14. Tender Prices and Discounts

14.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Letter of Tender and in the

Bill of Quantities shall conform to the requirements specified below.

- 14.2 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 shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Tender, and provided that the Tender is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.
- 14.3 The price to be quoted in the Letter of Tender, in accordance with ITB 12.1, shall be the total price of the Tender, excluding any discounts offered. The method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).
- 14.4 The Tenderer shall quote any discounts and the methodology for their application in the Letter of Tender, in accordance with ITB 12.1.
- 14.5 **Unless otherwise specified in the TDS** and the Contract, the rates and 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. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Tenderer to justify its proposed indices and weightings.
- 14.6 If so, specified in ITB 1.1, Tenders are being invited for project specified in ITB 1.1. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to individual Contracts. Discounts shall be submitted in accordance with ITB 14.4, provided the Tenders for all the contracts are opened at the same time.
- 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 and the currency(ies) of payments shall be **as specified in the TDS**.
- 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 unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Tender are reasonable, 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 3 (Evaluation and Qualification Criteria) the Tenderer shall provide the information requested in the corresponding information sheets included in Section 4 (Tendering Forms).
- 17.2 Domestic Tenderers, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 34 if margin of preference for domestic Tenderers is applicable in accordance with ITB 34.
- 17.3 Any change in the structure or formation of a Tenderer after being prequalified and invited to Tender (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Tenders. Such approval shall be denied if (i) a Tenderer proposes to associate with a disqualified Tenderer or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Tenderer no longer substantially meets the qualification criteria set forth in Section III, Qualification Criteria and Requirements; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Tenders.

- 18. Period of Validity of Tenders**
- 18.1 Tenders shall remain valid for the period **specified in the TDS** after the Tender submission deadline date prescribed by the Employer in accordance with ITB 22.1. A Tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 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 twenty-eight (28) days beyond the deadline of the extended validity 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.
- 19. Tender Security**
- 19.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security **as specified in the TDS**, in original form and, in the case of a Tender security, in the amount and currency **specified in the TDS**.
- 19.2 If a Tender-Securing Declaration is required pursuant to ITB 19.1, it shall use the form included in Section IV (Tendering Forms). The Employer will declare a Tenderer ineligible to be awarded a Contract for a specified period of time, as indicated in the TDS, if the Tender-Securing Declaration is executed.
- 19.3 If a Tender security is specified pursuant to ITB 19.1, the Tender security shall be a demand guarantee in any of the following forms at the Tenderer's option:
- (a) an unconditional guarantee issued by a Fund or financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security **specified in the TDS**,
- from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable. 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. The Tender security shall be valid for twenty-eight (28) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITB 18.2.

- 19.4 If a Tender security is specified pursuant to ITB 19.1, any Tender not accompanied by a substantially responsive Tender security or Tender-Securing Declaration shall be rejected by the Employer as non-responsive.
- 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 signing the Contract and furnishing the performance security pursuant to ITB 43.
- 19.6 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, or any extension thereto provided by the Tenderer; or
 - (b) if the successful Tenderer fails to:
 - (i) sign the Contract in accordance with ITB 42; or
 - (ii) furnish a performance security in accordance with ITB 43.
- 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 legally 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 members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 19.9 If a Tender security is **not required in the TDS** pursuant to ITB 19.1, and
- (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Letter of Tender, or

- (b) if the successful Tenderer fails to sign the Contract in accordance with ITB 42; or furnish a performance security in accordance with ITB 43;

the Beneficiary may, **if provided for in the TDS**, declare the Tenderer ineligible to be awarded a contract by the Employer for a period of time **as stated in the TDS**.

**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 TDS** and clearly mark 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 TDS** 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. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 20.3 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. (Not Applicable)
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

21. Sealing and Marking of Tenders

21.1 Tenderers may submit their Tenders by mail or by hand. When so specified in the TDS, 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 of the Technical Proposal, the original of the Financial Proposal, and each copy of the Technical Proposal and each copy of the Financial Proposal, including alternative Tenders, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL – FINANCIAL PROPOSAL”, “ORIGINAL – FINANCIAL PROPOSAL” and “COPY NO... - TECHNICAL PROPOSAL” and “COPY NO.... – FINANCIAL PROPOSAL”, as appropriate. 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 23.2 to ITB 23.6.
- (b) Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the TDS.

21.2 The inner and outer envelopes shall

- (a) bear the name and address of the Tenderer;
- (b) be addressed to the Employer in accordance with ITB 24.1; and
- (c) bear the specific identification of this Tendering process indicated in the TDS.

21.3 The outer envelopes and the inner envelopes containing the Technical Proposal shall bear a warning not to open before the time and date for the opening of Technical Proposals, in accordance with ITB 25.1.

21.4 The inner envelopes containing the Financial Proposal shall bear a warning not to open until advised by the Employer in accordance with ITB 25.2.

21.5 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.

- 21.6 Alternative Tenders, if permissible in accordance with ITB 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB 20 and ITB 21, with the inner envelopes marked in addition “ALTERNATIVE NO....” as appropriate
- 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 TDS.
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Documents 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 22.2 (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 22 and ITB 23 (except that withdrawal notices do not require copies), and in addition, the respective inner and outer 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 24.
- 24.2 Tenders requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Tenderers.
- 24.2 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 Technical Proposal Submission Sheet or any extension thereof.
- 25. Tender Opening**
- 25.1 The Employer shall open the Technical Proposals in public at the address, on the date, and time specified in the TDS in the presence of Tenderer ’s designated representatives and

anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITB 23.1, shall be as specified in the TDS.

- 25.2 The Financial Proposals will remain unopened and will be held in custody of the Employer until the time of opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be advised in writing by the Employer. If the Technical Proposal and the Financial Proposal are submitted together in one envelope, the Employer may reject the Tender. Alternatively, the Financial Proposal may be immediately resealed for later evaluation.
- 25.3 First, envelopes marked “WITHDRAWAL” shall be opened, read out, and recorded, and the envelope containing 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 and recorded at Tender opening.
- 25.4 Next, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Proposal and/or Substitution Financial Proposal shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Tenderer unopened. Only the Substitution Technical Proposal, if any, shall be opened, read out, and recorded. Substitution Financial Proposal will remain unopened in accordance with ITB 27.2. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at Tender opening.
- 25.5 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Proposals. Only the Technical Proposals, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposals, both Original as well as Modification, will remain unopened in accordance with ITB 27.2.
- 25.6 All other envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded
 - (c) the name of the Tenderer;
 - (d) whether there is a modification or substitution;

- (e) the presence of a Tender security or a Tender-Securing Declaration, if required; and
- (f) any other details as the Employer may consider appropriate.

Only Technical Proposals and alternative Technical Proposals read out and recorded at Tender opening shall be considered for evaluation. Unless otherwise specified in the TDS, all pages of the Technical Proposal Submission Sheet are to be initialed by at least three representatives of the Employer attending the Tender opening. No Tender shall be rejected at the opening of Technical Proposals except for late Tenders, in accordance with ITB 25.1.

25.7 The Employer shall prepare a record of the opening of Technical Proposals that shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution, modification, or alternative offer; and the presence or absence of a Tender security or a Tender-Securing Declaration, 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.

25.8 At the end of the evaluation of the Technical Proposals, the Employer will invite Tenderers who have submitted substantially responsive Technical Proposals and who have been determined as being qualified for award to attend the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be advised in writing by the Employer. Tenderers shall be given reasonable notice of the opening of Financial Proposals.

25.9 The Employer will notify Tenderers in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Tendering Document and return their Financial Proposals unopened.

25.10 The Employer shall conduct the opening of Financial Proposals of all Tenderers who submitted substantially responsive Technical Proposals, in the presence of Tenderers' representatives who choose to attend at the address, on the date, and time specified by the Employer. The Tenderer's representatives who are present shall be requested to sign a register evidencing their attendance

25.11 All envelopes containing Financial Proposals shall be opened one at a time and the following read out and recorded

- (a) the name of the Tenderer;

- (b) whether there is a modification or substitution;
- (c) the Tender Prices, including any discounts and alternative offers; and
- (d) any other details as the Employer may consider appropriate.

Only Financial Proposals, discounts, and alternative offers read out and recorded during the opening of Financial Proposals shall be considered for evaluation. Unless otherwise specified in the TDS, all pages of the Financial Proposal Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Employer attending Tender the opening. No Tender shall be rejected at the opening of Financial Proposals.

25.12 The Employer shall prepare a record of the opening of Financial Proposals that shall include, as a minimum: the name of the Tenderer, the Tender Price (per lot if applicable), any discounts, and alternative offers. 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 who submitted Tenders on time, and posted online when electronic Tendering is permitted.

E. Evaluation and Comparison of Tenders

26. Confidentiality

26.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on Contract award is communicated to all Tenderers in accordance with ITB 41.

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 26.2, from the time of opening the Technical Proposals to the time of Contract award, if a Tenderer wishes to contact the Employer on any matter related to the Tendering process, it shall 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, given a reasonable time for a response. 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, including any voluntary increase or decrease, 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 Documents;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Documents; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Tendering Documents.

29. Examination and Responsiveness of Technical Proposal

29.1 The Employer shall examine the Technical Proposal to confirm that all documents and technical documentation requested in ITB 11.4 have been provided, and to determine the completeness of each document submitted.

29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing, the offer shall be rejected:

- (a) Technical Proposal Submission Sheet in accordance with ITB 12.1;
- (b) written confirmation of authorization to commit the Tenderer;
- (c) Tender security or Tender-Securing Declaration, if applicable; and

Manufacturer's Authorization, if applicable.

29.3 The Employer's determination of a Technical Proposal's responsiveness is to be based on the contents of the Technical Proposal itself, as defined in ITB 11.

29.4 A substantially responsive Technical Proposal is one that meets the requirements of the Tendering Documents 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 Documents, 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 Technical Proposals.

29.5 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, Works Requirements have been met without any material deviation, reservation or omission.

29.6 If Technical Proposal is not substantially responsive to the requirements of the Tendering Documents, 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 Technical Proposal is substantially responsive, the Employer may waive any nonconformities in the Tender that do not constitute a material deviation, reservation or omission.

30.2 Provided that a Technical Proposal 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 Technical Proposal related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

30.3 Provided that a Technical Proposal 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 3 (Evaluation and Qualification Criteria).

30.4 If minor discrepancies are found such as in technical specification, description, feature which do not make the

Tender to be rejected, then the cost, which is calculated to the extent possible due to such differences shall be included while evaluating the Tender.

30.5 If the value of such non-conformities is found to be more than fifteen percent of the quoted amount of the Tenderer on account of minor discrepancies pursuant to ITB 30.4, such Tender shall be considered ineffective in substance and shall not be involved in evaluation.

31. Qualification of the Tenderer

31.1 The Employer shall determine to its satisfaction during the evaluation of Technical Proposals whether Tenderers meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).

31.2 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.

31.3 An affirmative determination 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.

32. Examination of Financial Proposals

32.1 Following the opening of Financial Proposals, the Employer shall examine the Financial Proposals to confirm that all documents and financial documentation requested in ITB 11.3 have been provided, and to determine the completeness of each document submitted.

32.2 The Employer shall confirm that the following documents and information have been provided in the Financial Proposal. If any of these documents or information is missing, the offer shall be rejected:

- (a) Financial Proposal Submission Sheet in accordance with ITB 11.3; and
- (b) Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15.

33. Correction of Arithmetical Errors

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

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, 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.

33.2 Tenderers shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Tender.

34. Conversion to Single Currency

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

35. Domestic of Preference

35.1 **Unless otherwise specified in the TDS,** a margin of preference for domestic Tenderers¹ shall not apply.

36. Subcontractors

36.1 Unless **otherwise stated in the TDS,** the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer.

36.2 In case of Prequalification, the Tenderer's Tender shall name the same specialized subcontractor as submitted in the prequalification application and approved by the Employer.

36.3 In case of Post qualification, the Employer may permit subcontracting for certain specialized works as indicated in Section III 4.2. When subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors.

36.4 Tenderers may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the TDS.**

37. Evaluation of Tenders

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

¹An individual firm is considered a domestic Tenderer for purposes of the margin of preference if it is registered in the country of the Employer or has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors.

The Employer shall evaluate Financial Proposal of each Tender for which the Technical Proposal has been determined to be substantially responsive. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

37.2 To evaluate a 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, 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) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;

37.3 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.

37.4 If these Tendering Documents allows Tenderers to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Tender Form, is specified in Section III, Evaluation and Qualification Criteria.

37.5 If the Tender, which results in the lowest Evaluated Tender Price, is seriously unbalanced or front loaded in the opinion of the Employer, 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.

38. Comparison of Tenders

38.1 The Employer shall compare the evaluated prices of all substantially responsive Tenders established in accordance with ITB 35.2 to determine the lowest evaluated Tender.

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

39.1 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

40. Award Criteria

40.1 Subject to ITB 38.1, 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 Documents, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

41. Notification of Award

41.1 Prior to the expiration of the period of Tender validity, the Employer shall notify the successful Tenderer, in writing, that its Tender has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Employer shall also notify all other Tenderers of the results of the Tendering.

- (i) name of each Tenderer who submitted a Tender;
- (ii) Tender prices as read out at Tender Opening;
- (iii) name and evaluated prices of each Tender that was evaluated;
- (iv) name of Tenderers whose Tenders were rejected and the reasons for their rejection; and

(v) name of the successful Tenderer, and the Price it offered, as well as the duration and summary scope of the contract awarded.

41.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

41.3 The Employer shall promptly respond in writing to any unsuccessful Tenderer who, after notification of award in accordance with ITB 41.1, requests in writing the grounds on which its Tender was not selected.

42. Signing of Contract

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

42.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Employer.

43. Performance Security

43.1 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 General Conditions of Contract, subject to ITB 35.5, using for that purpose the Performance Security Form included in Section IX, Annex to the Particular Conditions - 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.

43.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the 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.

44. Adjudicator

44.1 The Employer proposes the person **named in the TDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the TDS**, 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. Tender Data Sheet

A. Introduction	
ITB 1.1	The Number of the Invitation for Tenders is: (IUL)438-GCF/438/2021/338
ITB 1.1	The Employer is: Ministry of Environment, Climate Change and Technology
ITB 1.1	The name of the national competitive Tendering (NCB) is: Civil Works of Regional Laboratory Facility in H.DH. Hanimaadhoo
ITB 2.1	The name of the Project is: Civil Works of Regional Laboratory Facility in H.DH. Hanimaadhoo The Development Partner (DP) is: Green Climate Fund The implementing agency is: Ministry of Environment, Climate Change and Technology
ITB 4.1	Joint Venture is NOT applicable.
ITB 4.3	Eligible countries all countries eligible by GoM and DP
ITB 4.8	This Tendering Process IS NOT subject to prequalification.
B. Tendering Documents	
ITB 7.1	For Clarification purposes only, the Employer's address is: Green Climate Fund Project Management Unit, Ministry of Environment, Climate Change and Technology, Green Building, Handhuvaree Hingun, Maafannu, Male', 20392, Republic of Maldives Tel: 0960 3018395 Fax: (960) 3018 301 Project name: Civil Works of Regional Laboratory Facility in H.DH. Hanimaadhoo Email: proc.gcfws@environment.gov.mv The deadline for any request for Clarification regarding the project will be on or before 22 November 2021 at 1400hrs The deadline for any request for Registration is on or before 22 November 2021 at 1200hrs
ITB 7.1	Web page: www.environment.gov.mv
ITB 7.4	No Pre Tender meeting

C. Preparation of Tenders	
ITB 10.1	<p>The language of the Tender is: <u>ENGLISH</u></p> <p>All correspondence exchange shall be in ENGLISH language.</p> <p>Language for translation of supporting documents and printed literature is ENGLISH</p>
ITB 11.2	<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 Tender to commit the Tenderer, in accordance with ITT Clause 22 2. Business Registration Certificate 3. GST Registration Certificate 4. Tax Clearance Certificate 5. Construction Schedule 6. National Contractors Registry Certificate <p>International Tenderers shall be required to submit the GST registration Certificate and Tax Clearance Certificate, if they have already completed or are currently engaged in any works in Maldives.</p>
ITB 13.1	Alternative Tenders <i>shall not be</i> considered.
ITB 13.2	Alternative times for completion NOT permitted.
ITB 14.5	<p>The prices quoted by the Tenderer shall NOT be adjusted.</p> <p>Tender price should indicate amount of GST (Goods and Services Tax). Where GST amount is not indicated, quoted Tender price shall be deemed to be inclusive of GST.</p>
ITB 15.1	The currency(ies) of the Tender and the payment currency(ies) shall be in US Dollars or equivalent in Maldivian Rufiyaa
ITB 18.1	The Tender validity period shall be 120 days.
ITB 19.1	<p>A Tender Security SHALL BE required.</p> <p>The amount and currency of the Tender security shall be <u>MVR.10,000.00</u> or equivalent in US Dollars</p>
ITB 19.3 (d)	Tender Security Shall only be an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company).
ITB 19.9	N/A
ITB 20.1	In addition to the Original of the Tender, the number of copies required is: 1 authentic hard copy (stamped), 1 authentic soft copy (stamped & scanned)
ITB 20.2	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Power of Attorney

D. Submission and Opening of Tenders	
ITB 22.1	<p>For <u>Tender submission purposes</u> only, the Employer's address is:</p> <p>Green Climate Fund Project Management Unit, Ministry of Environment, Climate Change and Technology, Green Building, Handhuvaree Hingun, Maafannu, Male', 20392, Republic of Maldives Tel: 0960 3018395 Fax: (960) 3018 301 Project name: Civil Works of Regional Laboratory Facility in H.DH. Hanimaadhoo Email: proc.gcfws@environment.gov.mv</p> <p>The deadline for Tender submission is: Date: 30th November 2021 Time: 09:00 hrs <i>Tenderers do not have the option of submitting their Tenders electronically.</i></p>
ITB 25.1	<p>The Tender opening shall take place at:</p> <p>Green Climate Fund Project Management Unit, Ministry of Environment, Climate Change and Technology, Green Building, Handhuvaree Hingun, Maafannu, Male', 20392, Republic of Maldives</p> <p>Date: 30th November 2021 Time: 09:00 hrs</p>
E. Evaluation, and Comparison of Tenders	
ITB 34	<p>The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender prices expressed in various currencies into a single currency is Maldivian Rufiyaa (MVR) The source of exchange rate shall be MALDIVES MONETARY AUTHORITY (MMA) The date for the exchange rate shall be: <u>14 days before Tender Submission deadline</u></p>

ITB 35	A margin of preference will not apply . The application methodology shall be as stipulated in Section 3 (Evaluation and Qualification Criteria).
ITB 36	Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: <i>30% of the total contract amount</i>
ITB 43	The amount of the performance security be increased by Ten (10) percent of the quoted Tender price.
ITT 44	The Adjudicator proposed by the Employer is: Ministry of Environment, Climate Change and Technology

Section III. Evaluation and Qualification Criteria (Without Prequalification)

This Section contains all the criteria that the Employer shall use to evaluate Tenders and qualify Tenderers. In accordance with ITB 35 and ITB 37, no other factors, methods or criteria shall be used. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms.

In addition to the criteria listed in

a) – (e) the following criteria shall apply;

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

Lowest Evaluated Tenderer 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 Tenderer will be assessed by the concerned stakeholder for their overall performance.

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the USD equivalent using the rate of exchange determined as follows:

- For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 32.1. Any error in determining the exchange rates in the Tender may be corrected by the Employer.

1.1 Adequacy of Technical Proposal

Evaluation of the Tenderer 's Technical Proposal will include an assessment of the Tenderer '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 VII (Employer's Requirements).

Non- Compliance and omission of information on non-significant equipment and personnel requirements described in Section VII (Employer's Requirements) shall not be a ground for Tender rejection and such non-compliance will be subject to clarification during Tender evaluation and rectification prior to contract award.

1.2 Completion Time

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows:

Not Applicable

1.3 Technical Alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows:

Not Applicable

1.4 Quantifiable Nonconformities and Omissions

Subject to ITB 14.2 and ITB 34.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

“Pursuant to ITB 30.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, including omissions in Day work where competitively priced but excluding omission of prices in the Bill of Quantities. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Tenders.”]

The evaluated amount of quantifiable nonconformities, errors and/or omissions shall be determined by ascertaining the price of such effect on an equal basis by adjusting the same to the quoted price of the Tender. A Tender having minor deviations and having no material deviation to cause any serious effect upon the scope, quality, characteristics, terms and conditions, performance or any other requirements stated in the Tendering documents and acceptable to the Employer can be considered to be substantially responsive.

1.5 Multiple Contracts

- “Not Applicable”

1.6 Specialized Subcontractors

Only the specific experience of sub-contractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Tenderer for purposes of qualification of the Tenderer.

The specialized sub-contractors proposed shall be fully qualified for their work proposed, and meet the following criteria:

3. Qualification

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	N/A	N/A	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	N/A	N/A	N/A	Letter of Tender
1.3	Fund Eligibility	Not having been declared ineligible by the Fund, as described in ITB4.4, 4.5, 4.6 and 4.7	NA	N/A	N/A	N/A	Letter of Tender
1.4	Government Owned Entity of the Beneficiary country	Meets conditions of ITB 4.5	Must meet requirement	N/A	N/A	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	United Nations resolution or Beneficiary's country law or Boycott Regulations of the Donor	Not having been excluded as a result of prohibition in the Beneficiary's country laws or official regulations against commercial relations with the Tenderer's country, in accordance with ITB 4.7 and Section V.	Must meet requirement	N/A	N/A	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ² did not occur as a result of contractor default since 1 st January 2018	Must meet requirement	N/A	N/A	N/A	Form CON-2
2.2	Suspension Based on Execution of Tender Securing Declaration by the Employer or withdrawal of the Tender within Tender validity	Not under suspension based on execution of a Tender Securing Declaration pursuant to ITB4.6 or withdrawal of the Tender pursuant ITB 19.9.	Must meet requirement	N/A	N/A	N/A	Tender Submission Form
2.3	Pending Litigation	Tenderer 's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Tenderer	Must meet requirement	N/A	NA	N/A	Form CON – 2
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer ³ since 1 st January 2018	Must meet requirement	N/A	N/A	N/A	Form CON – 2

²Non performance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor .Non performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Tenderer have been exhausted.

³ The Tenderer shall provide accurate information on the letter of Tender about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last three years. A consistent history of court/arbitral awards against the Tenderer or any member of a joint venture may result in disqualifying the Tenderer .

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
3. Financial Situation and Performance							
3.1	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	NA	N/A	Form FIN – 3.1 with attachments
3.2	Financial Resources	(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as MVR 500,000.00 for the subject contract(s) net of the Tenderers other commitments (ii) The Tenderers shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to	Must meet requirement	NA	NA	NA	Form FIN – 3.1,3.3 and 3.4 with attachments

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<p>meet the cash flow requirements on works currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Tenderer 's country, other financial statements acceptable to the Employer, for the last 03 years shall be submitted and must demonstrate the current soundness of the Tenderer 's financial position and indicate its prospective long-term profitability.</p>	<p>Must meet requirement</p>	NA	NA	NA	Form FIN – 3.1,3.3 and 3.4 with attachments
			<p>Must meet requirement</p>	NA	NA	NA	Form FIN – 3.1,3.3 and 3.4 with attachments
3.3	Average Annual Turnover	Minimum average annual turnover of MVR 1,500,000.00 calculated as total certified payments received for contracts in progress and/or completed within the last 3 years, divided by 3 years	Must meet requirement	NA	NA	NA	Form FIN – 3.2

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
4. Experience							
4.1 (a)	General Experience	Experience under construction contracts in the role of contractor, JV member, subcontractor, or management contractor for at least the last 5 years prior to the applications submission deadline.	Must meet requirement	N/A	NA	N/A	Form EXP – 4.1
4.2 (a)	Specific Construction & Contract Management Experience	(i) A minimum number of 03 similar ⁴ contracts specified below that have been satisfactorily and substantially ⁵ completed as a prime contractor, joint venture member ⁶ , management contractor or sub-contractor between 1st January 2015 and application submission deadline: (i) 2 contracts, each of minimum value MVR 3,000,000; Or (ii) Less than or equal to 5 contracts, each of minimum value MVR 1,200,000.00 but	Must meet requirement	NA	N/A	N/A	Form EXP 4.2(a)

⁴ The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Work's Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

⁵ Substantial completion shall be based on **80%** or more works completed under the contract.

⁶ For contracts under which the Tenderer participated as a joint venture member or sub-contractor, only the Tenderer's share, by value, shall be considered to meet this requirement.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		with total value of all contracts equal or more than MVR 6,000,000.00					
4.2 (b)	Key Activities	Reinforced concrete building construction work.	Must meet requirements	NA	N/A	NA	Form EXP – 4.2 (b)

3.5 Personnel

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

SI No.	Position	Qualification	Number	Total Work Experience (years)	In Similar Works Experience (years)
1	Project Manager	Bachelor's Degree in Civil Engineering	1	7	5
2	Site Engineer	Bachelor's Degree in Civil Engineering	1	7	5
3	Site Supervisors	Engineering Diploma	1	7	5
4	Quantity Surveyor	Diploma in Quantity Surveying/Engineering	1	5	3

The Tenderer shall provide details of the proposed personnel and their experience records using Forms PER-1 and PER-2 included in Section IV, Tendering Forms.

3.6 Equipment

The Tenderer must demonstrate that it has the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number required
1	Excavator / Barge	1
2	Concrete Mixer / Machine	1
3	Dump Truck / Truck	1
4	Vibrator	1

The Tenderer shall provide further details of proposed items of equipment using Form EQU in Section IV, Tendering Forms.

Section IV. Tendering Forms

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TECHNICAL PROPOSAL - STANDARD FORMS

FORM TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to work on the “**Civil Works of Regional Laboratory in H.Dh. Hanimaadhoo**” in accordance with your Tendering Document and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Tender 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 **150 Calendar (days)**.

We undertake, if our Proposal is accepted, to initiate the services and fulfill the terms and conditions related this contract.

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;

If price adjustment provisions apply, the Table(s) of Adjustment Data shall be considered part of this Tender;⁷

If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering Document;

Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;

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;

⁷ Include if price adjustment provisions apply in the Contract in accordance with PCC Sub-Clause 13.8 *Adjustments for Changes in Cost*.

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; 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;

We are not a government owned entity/We are a government owned entity but meet the requirements of ITB 4.6;⁸

We have paid, or will pay the following commissions, gratuities, or fees with respect to the tendering process or execution of the Contract:⁹

Name of Recipient	Address	Reason	Amount
-------------------	---------	--------	--------

.....

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;

We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive; and

If awarded the contract, the person named below shall act as Contractor's Representative:
.....

We are/are not (please underline or cross out as applicably) registered under the business registration by the Government of Republic of Maldives

We are/are not (please underline or out as applicably) registered under the tax registration by the Government of Republic of Maldives

We have/have no (please underline or cross out as applicably) tax requirement to be full filled for the Government of Republic of Maldives

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

⁸ Use one of the two options as appropriate.
⁹ If none has been paid or is to be paid, indicate "none".

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}

Appendix to Tender

Schedule of Adjustment Data

Not Applicable

[In Tables A, B, and C, below, the Tenderer shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Table A. Local Currency

Index code*	Index description*	Source of index*	Base value and date*	Tenderer's related currency amount	Tenderer's proposed weighting
	Nonadjustable	—	—	—	A: _____* B: _____* C: _____* D: _____* E: _____*
Total					1.00

[* To be entered by the Employer. Whereas “A” should a fixed percentage, B, C, D and E should specify a range of values and the Tenderer will be required to specify a value within the range such that the total weighting = 1.00]

Table B. Foreign Currency (FC)

Not Applicable

State type: [If the Tenderer is allowed to receive payment in foreign currencies this table shall be used. If Tenderer wishes to quote in more than one foreign currency (up to three currencies permitted) then this table should be repeated for each foreign currency.]

Index code	Index description	Source of index	Base value and date	Tenderer's related source currency in type/amount	Equivalent in FC1	Tenderer's proposed weighting
	Nonadjustable	—	—	—		A: _____ * B: _____ * - C: _____ * - D: _____ * - E: _____ *
Total						1.00

[* To be entered by the Employer. Whereas “A” should a fixed percentage, B, C, D and E should specify a range of values and the Tenderer will be required to specify a value within the range such that the total weighting = 1.00]

Technical Proposal

- **Site Organization**
- **Manning schedule**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **Equipment**
- **Others**

Site Organization

Manning Schedule

<i>Job title</i>	<i>Functions</i>	<i>Mobilization schedule (gantt chart)</i>	<i>Total Man months</i>

Method Statement

The Tenderer shall provide method statements that clearly outline the sequences the methods of works intended to be used for the civil works of the project. The method statement should comprise of the following contents.

Contents

1. Purpose
2. Scope
3. References
4. Responsibilities
 - a. Project Manager
 - b. Site Engineer
 - c. Site Supervisor
 - d. Quantity Surveyor
5. H&S Requirements
 - a. Personal Protective Equipment's
 - b. Safe Work practices
6. Tools and Equipment's
(follow the example)

Site and Equipment

No	Description	Qty
1.	Hand shovels and wheel borrows	nos
2.	Safety cones, safety protective equipment	As per site requirements
3.	Safety Helmets	No of sets/person
4.	Safety shoes	No. of sets/person

Materials

No	Description	Manufacturer	As per the Technical Specification
1.	UPVC/ PE/ DI pipes	.....	YES/ Variation to be justifies
2.			
3.			
4.			

7. Methodology
 - a. Site Preparation
 - b.General Aspect
 - c.Methodologies of all other related works in the contract.
8. Inspection and Testing
9. Documentation
10. Attachments

Mobilization Schedule

Construction Schedule

The Tenderer shall provide method statements that clearly outline the sequences the methods of works intended to be used for the civil works of the project.

The construction schedule should comprise of the following contents.

1. A practicable and feasible progress schedule showing the order in which the work isto be carried on, the dates on which salient features will start (including procurement of materials and equipment), and the contemplated dates for completing same.

- 43 Prepare the schedule in chart form and of a suitable scale as to appropriately indicate the percentage of work that will be completed as work progresses.

Form EQU: 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 .

Item 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	

Omit the following information for equipment 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	

Personnel

Form PER-1: Proposed Personnel

Tenderers should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III. 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

*As listed in Section III.

Form PER-2: Resume of Proposed Personnel

Name of Tenderer

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 over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

Tenderers Qualification without prequalification

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 Form

Date: _____
 ICB No. and title: _____
 Page _____ of _____ pages

Tenderer 's name
In case of Joint Venture (JV), name of each member: Not Applicable
Tenderer 's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer 's actual or intended year of incorporation:
Tenderer 's legal address [in country of registration]:
Tenderer 's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3.</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</p> <p><input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing:</p> <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not dependent agency of the Employer <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

Form ELI -1.2 Tenderer 's Party Information Form

Date: _____

Title: _____

Page _____ of _____ pages

Tenderer 's name:
Tenderer 's Party name:
Tenderer 's Party country of registration:
Tenderer Party's year of constitution:
Tenderer Party's legal address in country of constitution:
Tenderer Party's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer 's Name: _____

Date: _____

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 non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, 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.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
<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.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	

Form FIN – 3.1

Financial Situation and Performance

Tenderer 's Name:

Date:

Tenderer 's Party Name:

Title:

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____years, _____ (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW) TA – TL					
Current Assets (CA)					
Current Liabilities (CL)					
Most Recent Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					
Cash Flow Information					

Cash Flow from Operating Activities					
-------------------------------------	--	--	--	--	--

*Refer to ITB 15 for the exchange rate

2. Financial documents

The Tenderer and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹⁰ for the _____ years required above; and complying with the requirements

¹⁰ If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

Form FIN - 3.2 Average Annual Turnover

Tenderer 's Name: _____
 Date: _____
 Tenderer 's Party Name: _____
 Title: _____
 Page _____ of _____ pages

Each Tenderer must fill out this form.

The information supplied should be the Annual Turnover of the Tenderer in terms of the amounts billed to clients for each year for work in progress or completed, converted to US Dollars at the specified exchange rate.

Annual Turnover Data for the Last Years			
Year	Amount Currency	Exchange rate	USD equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.3.

Form FIN – 3.4: Current Contract Commitments / Works in Progress

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

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current MVR Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [MVR/month]
1					
2					
3					
4					
5					
Total Monthly Financial Requirement for Current Contract Commitments					MVR

Form EXP - 4.1 General Construction Experience

**The Tenderer shall provide completion certificates indicating the performance of their work for all the projects stated as completed.*

Tenderer 's Name: _____

Date: _____: _____

Title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer : _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer : _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer : _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

Form EXP - 4.2(a)

Specific Construction and Contract Management Experience

**The Tenderers is required to provide performance evaluation documents from the client/Employer of this project indicating that the performance of their work is above satisfactory level in current and/or previous projects of similar scope. The Tenderer is required to provide completion certificate for all the projects stated as completion in the Tendering document. A history of poor performance will be considered a substantial justification for rejection of the Tender.*

Tenderer 's Name: _____

Date: _____

Title: _____

Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			US\$ *	
If member in a JV or sub-contractor, specify participation in total Contract amount			*	
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

Form EXP - 4.2(a) (cont.)
Specific Construction and Contract Management
Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Form EXP - 4.2(b)

Construction Experience in Key Activities

Tenderer 's Name: _____
 Date: _____
 Tenderer 's Party Name: _____
 Sub-contractor's Name¹¹ (as per ITB 34.2 and 34.3): _____
 NCB No. and title: _____

Page _____ of _____ pages

All contractors for key activities must complete the information in this form as per ITB 16.1 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			US\$	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:				

¹¹ If applicable

Address:	
Telephone/fax number	
E-mail:	

	Information
Employer's Name:	
Address: Telephone/fax number E-mail:	

2. Activity No. Two

3.

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

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. 458

[signature(s)]

Section V. Eligible Countries

1. In reference to ITB4.7 and 5.1, for the information of the Tenderers, at the present time firms, goods and services from the following countries are excluded from this Tendering process:

Under ITB4.7(a) and 5.1: “None”.

Under ITB4.7(b) and 5.1: “None”.

Section VI. Fund Policy - Corrupt and Fraudulent Practices

“Fraud and Corruption”:

1.16 It is the Fund’s policy to require that Beneficiary's (including beneficiaries of Fund loans), Tenderers, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Fund-financed contracts.¹² In pursuance of this policy, the Fund:

- (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;¹³
 - (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;¹⁴
 - (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;¹⁵
 - (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;¹⁶
 - (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 Bank investigation into allegations of a

¹² In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

¹³ For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes GCF/UNDP fund staff and employees of other organizations taking or reviewing procurement decisions.

¹⁴ For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

¹⁵ For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish Tender prices at artificial, non-competitive levels, or are privy to each other’s Tender prices or other conditions.

¹⁶ For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

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 Fund’s inspection and audit rights provided for .
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare mis procurement and cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Beneficiary or of a recipient of any part of the proceeds of the financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of that contract, without the Beneficiary having taken timely and appropriate action satisfactory to the Fund to address such practices when they occur, including by failing to inform the Fund in a timely manner at the time they knew of the practices; and
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Fund’s sanctions procedures,¹⁷ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Fund-financed contract; and (ii) to be a nominated¹⁸;
- (e) will require that a clause be included in Tendering documents and in contracts financed by a Fund loan, requiring Tenderers, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Fund to inspect all accounts, records, and other documents relating to the submission of Tenders and contract performance, and to have them audited by auditors appointed by the Fund.”

¹⁷ A firm or individual may be declared ineligible to be awarded a Fund financed contract upon: (i) completion of the Fund’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Funds; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

¹⁸ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular Tendering document) is one which has either been: (i) included by the Tenderer in its pre-qualification application or Tender because it brings specific and critical experience and know-how that allow the Tenderer to meet the qualification requirements for the particular Tender; or (ii) appointed by the Beneficiary.

PART 2

EMPLOYER'S REQUIREMENT

Section VII. Works Requirements

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Scope of Works

The contract comprises the civil, construction, completion and handover of the regional laboratory in Hdh. Hanimaadhoo at Republic of Maldives for Ministry of Environment, Climate Change and Technology, together with all the ancillary items except insofar as the Contract otherwise provides including provision of all labor, materials, temporary works and everything weather of a temporary nature or permanent nature, required in and for such construction, completion and commissioning insofar as the necessity for providing the same is specified in or can reasonably be inferred from the Contract.

Construction and handover of a regional laboratory facility consisting of 3 Nos. of separate buildings including an office building (security room, reception area, office area, Meeting room, Panty and a PWD Toilet), testing laboratories (3 Nos. of separate testing laboratories with a common corridor and toilet) and a store connected by a shaded walkway with a parking shed for operational purposes enclosed by a compound wall and all other related works.

Technical Specifications

(Separately attached)

Drawings

(Separately attached)

Bill of Quantities

(Separately attached)

TENDERING DOCUMENT

FINANCIAL PROPOSAL

PROCUREMENT OF WORKS

Two Envelope Tendering Procedure

Procurement of

Construction of Regional Laboratory Facility in Hdh. Hanimaadhoo

Issued on:

Tender Document issued to:

Contract Identification No:

Project Name : Supporting vulnerable communities in Maldives to manage climate change-induced water shortages Project

Office Name : Ministry of Environment, Climate Change and Technology

Financing Agency: Green Climate Fund

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LETTER OF FINANCIAL PROPOSAL

The Tenderer must accomplish the Letter of Financial Proposal in its letterhead clearly showing the Tenderer 's complete name and address.

Date:

Name of the contract:

Invitation for Tender No.:

To:

.....
.....

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 (ITB) Clause 8;
- (b) We offer to execute in conformity with the Tendering Documents the following Works:
- (c) The total price of our Tender, excluding any discounts offered in item (d) below is:
- (d) The discounts offered and the methodology for their application are:
- (e) 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;
- (f) If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering Document;
- (g) 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;
- (h) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive;
- (i) We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the Tender submission and to have them audited by auditors appointed by the Employer; and
- (j) If awarded the contract, the person named below shall act as our Representative:

Name:

In the capacity of

Signed

Duly authorized to sign the Tender for and on behalf of

Date

SCHEDULES

PRICED BILL OF QUANTITIES

[Insert Priced Bill of Quantities]

Schedule of Payment Currencies
NOT APPLICABLE

Forinsert name of Section of the Works

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have local currency requirements. **[Insert the names of each Section of the Works]**.

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent C = A x B	Percentage of Net Tender Price (NBP) $\frac{100 \times C}{NBP}$
Local currency		1.00		30
Foreign Currency #1				70
Net Tender Price				100.00
Provisional Sums Expressed in Local Currency		1.00		
TENDER PRICE				

Note:

- The rates of exchange shall be the selling rates 14 days prior to the deadline for submission of Tenders published by the source specified in TDS 15.
- Separate tables may be required, if the various sections of the works (or of the Bill of Quantities) will have local currency requirements. The Employer should insert the names of each section of the works.

TABLES OF ADJUSTMENT DATA

NOT APPLICABLE

Table A - Local Currency

Index Code	Index Description	Source of Index	Base Value and Date	Tenderer 's Local Currency Amount	Weighting rengo (in %) to be applied	Tenderer 's Proposed Weighting
To be entered by the Employer	Nonadjustable	—	—	—	15	0.15 (fixed)
	labour				-	
	fuel				-	
	Steel				-	
	Cement				-	
	Bitumin				-	
	-					
			Total		1.00	1.00

Table B - Foreign Currency

NOT APPLICABLE

Name of Currency:

If the Tenderer wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.

Index Code	Index Description	Source of Index	Base Value and Date	Tenderer 's Currency in Type/Amount	Equivalent in FC1	Tenderer 's Proposed Weighting
To be entered by the Employer	Nonadjustable	—	—	—		A: _____
						B: _____
						C: _____
						D: _____
						E: _____
						Total
						1.00

Note:

As per GCC 1.1.3.1, "Base Date" means the date 30 days prior to the latest date for submission and completion of the tender

PART 3

CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII.

General Conditions (GC)

MINISTRY OF ENVIRONMENT, CLIMATE CHANGE AND TECHNOLOGY,
MALDIVES

CONSTRUCTION OF REGIONAL LABORATORY FACILITY IN
HDH.HANIMAADHOO, MALDUVES

Note: The General Conditions mentioned herein are the same as the MDB's Harmonized Edition of the Conditions of Contract for Construction prepared and copyrighted by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conseils, or FIDIC), FIDIC 2006 which is available at www.fidic.org.

Section IX.

Particular Conditions (PC)

The following Particular Conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Part A - Contract Data

Conditions	Sub- Clause	Data
Employer's name and address	1.1.2.2 & 1.3	Ministry of Environment, Climate Change and Technology, Handhuvaree Hingun, Male', Republic of Maldives.
Engineer's name and address	1.1.2.4 & 1.3	.....
Fund's name	1.1.2.11	GREEN CLIMATE FUND
Beneficiary's name	1.1.2.12	Government of Maldives
Time for Completion	1.1.3.3	(dd/mm/yy)
Defects Notification Period	1.1.3.7	365 days.
Sections	1.1.5.6	NA
Electronic transmission systems	1.3	Email, Fax,
Governing Law	1.4	The law is that in force in the Republic of Maldives.
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties entering into a Contract Agreement	1.6	28 days
Inspections and Audit by the Fund	1.15	This clause shall be amended as follows: The Contractor shall permit, and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit, the Fund and/or persons appointed by the Fund to inspect the Site and all accounts and records relating to the performance of the Contract and the submission of the Tender, and to have such accounts and records audited by auditors

		appointed by the Fund if requested by the Fund. The Contractor's attention is drawn to Sub-Clause 15.6 [Corrupt or Fraudulent Practices] which provides, inter alia, that acts intended to materially impede the exercise of the Fund's inspection and audit rights provided for under Sub-Clause 1.15 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Fund's prevailing sanctions procedures.
Time for access to the Site	2.1	No later than the Commencement Day
Engineer's Duties and Authority	3.1(b)(ii)	The Engineer shall obtain the specific approval of the Employer before ordering any works involving delay or any extra payment by the Employer or to make variation of or in the Works or Contract
Performance Security	4.2	The performance security will be in the form of a "performance bond" in the amount(s) of 10percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
Normal working hours	6.5	8 hours per day and as suited for works on site with the approval of Engineer in charge
Commencement of Works	8.1	Within 30 Days of Contract Signing.
Delay damages for the Works	8.7 & 14.15(b)	<u>0.25</u> % of the Contract Price per Days $DD=CP*0.0025*LD$ DD-Delay Damages CP- Contract Price LD- Late Duration
Maximum amount of delay damages	8.7	15 % of the final Contract Price.
Provisional Sums	13.5.(b)(ii)	Not Applicable
Adjustments for Changes in Cost	13.8	Not Applicable
Total advance payment	14.2	15 % Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable.

Repayment amortization rate of advance payment	14.2(b)	15 %
Percentage of Retention	14.3	5 %
Limit of Retention Money	14.3	5 % of the Accepted Contract Amount
Plant and Materials	14.5(b)(i)	Not Applicable
	14.5(c)(i)	Plant and Materials for payment when delivered to the Site 60%
Minimum Amount of Interim Payment Certificates	14.6	2.5 % of the Accepted Contract Amount.
Publishing source of commercial penalty rates for financial charges in case of delayed payment	14.8	NOT APPLICABLE
Maximum total liability of the Contractor to the Employer	17.6	The product of 2.5times the Accepted Contract Amount.
Periods for submission of insurance: a. evidence of insurance. b. relevant policies	18.1	14 days 28 days

Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	<i>Nil</i>
Minimum amount of third party insurance	18.3	<i>USD 100,000.00</i>
Date by which the DB shall be appointed	20.2	28 days after the Commencement date
The DB shall be comprised of	20.2	Three Members
Appointment (if not agreed) to be made by	20.3	<i>“Ministry of Environment, Climate Change and Technology”</i>
Rules of arbitration	20.6(a)	<i>“NONE”</i>

Part B - Specific Provisions

Sub-Clause 14.1 The Contract Price

(Alternative paragraph)

- (e) Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to be exported; and (b) on the initial imported value of Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such duties within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.

Section X. Annex to the Particular Conditions - Contract Forms

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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 46.1 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)]

Note –

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 of ², 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)].

Note

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

Retention Money Security

Demand Guarantee

_____ [*Guarantor letterhead or SWIFT identifier code*]

Beneficiary: _____ [*Insert name and Address of Employer*]

Date: _____ [*Insert date of issue*]

RETENTION MONEY GUARANTEE No.: _____ [*Insert guarantee reference number*]

Guarantor: [*Insert name and address of place of issue, unless indicated in the letterhead*]

We have been informed that _____ [*insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture*] (hereinafter called "the Applicant") has entered into Contract No. _____ [*insert reference number of the contract*] dated _____ with the Beneficiary, for the execution of _____ [*insert name of contract and brief description of Works*](hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [*insert thesecond half of the Retention Moneyor if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money,thedifference between half of the Retention Money and the amount guaranteed under the Performance Security*] is to be made against a Retention Money guarantee.

At the request of the Applicant, we,as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [*insert amount in figures*]()[*amount in words*]¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of

¹ The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.

its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number _____ at _____ *[insert name and address of Applicant's bank]*.

This guarantee shall expire no later than the day of, 2...², and any demand for payment under it must be received by us at the office indicated above on or before that date.

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

[signature(s)]

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

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