



Ministry of Environment, Climate Change and Technology
Climate Change and Technology
Male', Republic of Maldives

BIDDING DOCUMENTS

for

Completion of Waste Transfer Vessel at Thilafushi

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PART 1

Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 The Procuring Entity **indicated in the Bid Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and procurement reference number of this Bid Invitation are **specified in the BDS**. The name, identification, and number of lots are also **provided in the BDS**.
- 1.2 Throughout this Bidding Document:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.

2. Source of Funds

- 2.1 The Procuring Entity has an approved budget from the Government of the Maldives which has been allocated towards the acquisition of the goods for which this bid has been issued. The Procuring Entity intends to apply the allocated funds to eligible payments under a contract for the supply and delivery of these goods as detailed in this Bidding Document.
- 2.2 Payments will be made only at the request of the Procuring Entity in accordance with contact terms and conditions and in accordance with financial legislation in force.

3. Fraud and Corruption

- 3.1 It is the Government’s policy to require that Procuring Entities, as well as Bidders, suppliers, and contractors and their subcontractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or

intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (bb) acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under sub-clause 3.1 (e) below.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel in whole or in part the portion of the contract if it determines at any time that representatives of the Procuring Entity engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Government having taken timely and appropriate action satisfactory to address such practices when they occur;
- (d) will suspend a firm or individual from participation in public procurement, by declaring it ineligible, either indefinitely or for a stated period of time, to be awarded a Government funded contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Government funded contract; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by the Government, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Government to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Government.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 34.1 (a) (iii) of the General Conditions of Contract.

4. Eligible Bidders

- 4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
- 4.2 A Bidder shall meet the following criteria to be eligible to participate in public procurement:
 - (a) have the legal capacity to enter into the contract;
 - (b) not be insolvent, in receivership, bankrupt or being wound up, its affairs not being administered by a court or a judicial officer, its business activities not being suspended and not the subject of legal proceedings for any of the foregoing;
 - (c) have fulfilled its obligations to pay taxes and social security contributions;
 - (d) not have been, and its directors or officers not have been, convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
 - (e) not have a conflict of interest in relation to the procurement requirement in accordance with Sub-Clause 4.3.
- 4.3 All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the

design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or

- (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITT Clause 13. However, this does not limit the participation of subcontractors in more than one bid;

- 4.4 A Bidder that has been suspended from participation in public procurement by the Government in accordance with ITT Clause 3, at the date of contract award, shall not be eligible to be awarded a contract. The list of suspended firms is available at the electronic address specified in the **BDS**.
- 4.5 Government-owned enterprises in the Republic of Maldives shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Procuring Entity.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

5. Eligible Goods and Related Services

- 5.1 All the Goods and Related Services to be supplied under the Contract must have their origin in an eligible country, in accordance with Section V, Eligible Countries.
- 5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” include services such as insurance, installation, training, and initial maintenance.
- 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITT Clause 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITT)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

- 6.2 The Invitation for Bids issued by the Procuring Entity is not part of the Bidding Documents.
- 6.3 The Procuring Entity is not responsible for the completeness of the Bidding Documents and their addendum, if these documents were not obtained directly from the Procuring Entity.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarification of Bidding Documents

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Entity in writing at the Procuring Entity's address **specified in the BDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Procuring Entity shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITT Clause 8 and ITT Sub-Clause 24.2.

8. Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Procuring Entity may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Procuring Entity.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITT Sub-Clause 24.2

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

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

11. Documents Comprising the Bid

- 11.1 The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITT Clauses 12, 14, and 15;
- (b) Bid Security or Bid-Securing Declaration, in accordance with ITT Clause 21, if required;
- (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITT Clause 22;
- (d) documentary evidence in accordance with ITT Clause 16 establishing the Bidder's eligibility to bid;
- (e) documentary evidence in accordance with ITT Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITT Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (g) documentary evidence in accordance with ITT Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (h) any other document **required in the BDS**.

12. Bid Submission Form and Price Schedules

- 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

13. Alternative Bids

- 13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 14.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS**.
- 14.6 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall include the following costs and components:
 - (a) For Goods
 - (i) the price of the Goods, delivered to the final destination as required in the BDS quoted either:
 - a. CIP named place of destination, in the Republic of Maldives, or CIF

named port of destination;

- b. EXW (ex-works, ex-factory, ex warehouse, ex showroom or off the shelf) including all customs duties and sales and other taxes already paid or payable;
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place or port of destination to their final destination **specified in the BDS**;
 - (iii) the custom duties and other import taxes to be paid on the Goods on entry in the Republic of Maldives if not already included in 14(a)(i)b;
 - (iv) any sales and other taxes due within the Republic of Maldives which will be payable on the Goods if not already included in 14(a)(i)b;
 - (v) any rebate or mark-up of the local agent or representative.
- (b) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
 - (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT Clause 30. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so indicated in ITT Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITT Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

15.1 Unless otherwise specified in the **BDS**, the Bidder shall quote entirely in Maldivian Rufiya.

Where the BDS permits bids in other currencies, the Bidder may express the bid price in the currency of any country in accordance with Section V, Eligible countries but shall use no more than one currency.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITT Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

17. Documents Establishing the Eligibility of the Goods and Related Services

17.1 To establish the eligibility of the Goods and Related Services in accordance with ITT Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

18. Documents Establishing the Conformity of the Goods and Related Services

18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the

Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.

- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Entity.
- 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

19. Documents Establishing the Qualifications of the Bidder

- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction that:
 - (a) if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Republic of Maldives;
 - (b) if required in the BDS, in case of a Bidder not doing business within the Republic of Maldives, the Bidder is or will be (if awarded the contract) represented by an Agent in the Maldives equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (c) The Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

20. Period of Validity of Bids

- 20.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Procuring Entity. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITT Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITT Sub-Clause 20.3.
- 20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

21. Bid Security

- 21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 21.2 The Bid Security shall be in the amount specified in the BDS and denominated in Maldivian Rufiyaa or a freely convertible currency, and shall:
- (a) at the Bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
 - (b) be issued by a reputable institution selected by the Bidder and located in any eligible country. If the institution issuing the bond is located outside the Republic of Maldives, it shall have a correspondent financial institution located in the Republic of Maldives to make it enforceable.
 - (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Procuring Entity prior to bid submission;
 - (d) be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITT Clause 21.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITT Clause 20.2;
- 21.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITT Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITT Sub-Clause 21.1, shall be rejected by the Procuring Entity as non-responsive.
- 21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITT Clause 44.
- 21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITT Sub-Clause 20.2; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITT Clause 43;
 - (ii) furnish a Performance Security in accordance with ITT Clause 44.
- 21.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.
- 21.7 If a bid security is **not required in the BDS**, and
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITT 20.2, or
 - (b) if the successful Bidder fails to: sign the Contract in accordance with ITT 43; or furnish a performance security in accordance with ITT 44;
- the Government may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Government of the Maldives for a period of time **as stated in the BDS**.

22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITT Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the

bid, in the number specified in the **BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

- 22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. Submission and Opening of Bids

23. Submission, Sealing and Marking of Bids

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

24. Deadline for Submission of Bids

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

25. Late Bids

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

26. Withdrawal, Substitution, and Modification of Bids

- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITT Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT

Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITT Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) Received by the Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITT Clause 24.

26.2 Bids requested to be withdrawn in accordance with ITT Sub-Clause 26.1 shall be returned unopened to the Bidders.

26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

27. Bid Opening

27.1 The Procuring Entity shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITT Sub-Clause 23.1, shall be as **specified in the BDS**.

27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITT Sub-Clause 25.1.

27.4 The Procuring Entity shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders’ representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons

not officially concerned with such process until publication of the Contract Award.

- 28.2 Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITT Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the bids, in accordance with ITT Clause 31.

30. Responsiveness of Bids

- 30.1 The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - (a) Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) Limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity's rights or the Bidder's obligations under the Contract; or
 - (c) If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

- 31.1 Provided that a Bid is substantially responsive, the Procuring Entity may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 31.2 Provided that a bid is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3 Provided that the Bid is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

32. Preliminary Examination of Bids

32.1 The Procuring Entity shall examine the bids to confirm that all documents and technical documentation requested in ITT Clause 11 have been provided, and to determine the completeness of each document submitted.

32.2 The Procuring Entity shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) Bid Submission Form, in accordance with ITT Sub-Clause 12.1;
- (b) Price Schedules, in accordance with ITT Sub-Clause 12.2;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITT Clause 21, if applicable.

33. Examination of Terms and Conditions; Technical Evaluation

33.1 The Procuring Entity shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

33.2 The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITT Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

33.3 If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Bid is not substantially responsive in accordance with ITT Clause 30, it shall reject the Bid.

34. Conversion to Single Currency

34.1 For evaluation and comparison purposes, the Procuring Entity shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by the source and on the date **specified in the BDS**.

35. Domestic Preference

35.1 Domestic preference shall not be a factor in bid evaluation.

36. Evaluation of Bids

36.1 The Procuring Entity shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

36.2 To evaluate a Bid, the Procuring Entity shall only use all the factors, methodologies and criteria defined in ITT Clause 36. No other criteria or methodology shall be permitted.

36.3 To evaluate a Bid, the Procuring Entity shall consider the following:

- (a) Evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as

quoted in accordance with clause 14;

- (b) Price adjustment for correction of arithmetic errors in accordance with ITT Sub-Clause 31.3;
 - (c) Price adjustment due to discounts offered in accordance with ITT Sub-Clause 14.4;
 - (d) Adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
- 36.4 The Procuring Entity's evaluation of a bid will exclude and not take into account any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 36.5 The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITT Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITT 36.3 (d).
- 36.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Procuring Entity to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

37. Comparison of Bids

- 37.1 The Procuring Entity shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITT Clause 36.

38. Post qualification of the Bidder

- 38.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITT Clause 19.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Procuring Entity shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

39. Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids

- 39.1 The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

40. Award Criteria

- 40.1 The Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

41. Procuring Entity's Right to Vary Quantities at Time of Award

- 41.1 At the time the Contract is awarded, the Procuring Entity reserves the right to increase or

decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

42. Notification of Award

- 42.1 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42.3 The Procuring Entity shall publish on its public notice board the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of Bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may request in writing to the Procuring Entity for a debriefing seeking explanations on the grounds on which their bids were not selected. The Procuring Entity shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.
- 42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITT Clause 44, the Procuring Entity will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITT Clause 21.4.
- 42.5 Any Bidder may seek administrative review, in accordance with Regulation 52 of the Financial Regulations, of an act or omission by a Procuring Entity, which it considers to be in breach of the Financial Regulations. Any application for review must be submitted in writing to the Accountable Officer of the Procuring Entity, within ten working days from the date the Bidder knew, or should have known, of the circumstances giving rise to the complaint. If the Accountable Officer does not issue a decision within ten days, or the Bidder is not satisfied with the decision, the Bidder may submit a complaint to the Procurement Policy Section.

43. Signing of Contract

- 43.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.
- 43.3 Notwithstanding ITT 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Government of the Republic of Maldives, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Procuring Entity that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

44. Performance Security

- 44.1 Within twenty-eight (28) days of the receipt of notification of award from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Procuring Entity. The Procuring Entity shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid

Securities of the unsuccessful Bidders pursuant to ITT Sub-Clause 21.4.

- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet (BDS)

The following data shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITT) in Section I. Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Clause Reference	Bid data that supplements the ITT
	A. General
ITT 1.1	The Procuring Entity is: Ministry of Environment, Climate Change and Technology Male', Republic of Maldives
ITT 1.1	The name and identification number of the Invitation for Bids are: Completion of Waste Transfer Vessel at Thilafushi (IUL)438-WMPC/438/2021/298
ITT 4.1	Joint Ventures, and foreign entities are not allowed in this bid.
ITT 4.4	A list of firms suspended from participating in Government funded projects is available at http://www.finance.gov.mv
	B. Contents of Bidding Documents
ITT 7.1	For <u>clarification of bid purposes</u> only, the Procuring Entity's address is: Procurement Section Ministry of Environment, Climate Change and Technology Green Building Handhuvaree Hingun, Maafannu Male', Republic of Maldives TEL: + 960 3018300, +960 3018345, +960 3018340 E-Mail: procurement@environment.gov.mv waste@environment.gov.mv Requests for clarification should be received by the Procuring Entity no later than: Clarification Deadline is: November 23, 2021 - 1000 Hours Pre-bid meeting and site visit: November 23, 2021 - 1400 Hours
	C. Preparation of Bids
ITT 10.1	The language of the bid is: English
ITT 11.1 (h)	The Bidder shall submit the following additional documents in its bid: (i) Power of Attorney to confirm authorization of the signatory of the

ITT Clause Reference	Bid data that supplements the ITT
	<p>Bid to commit the Bidder, in accordance with ITT Clause 20.2.</p> <p>(ii) Business Registration Certificate.</p> <p>(iii) GST Registration Certificate.</p>
ITT 13.1	Alternative Bids shall not be considered.
ITT 14.5	The Incoterms edition is: <i>Incoterms 2010 - ICC Official Rules for the Interpretation of Trade Terms published in mid-September 2010 by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France.</i>
ITT 14.6	Place of Destination: Port of Male', Republic of Maldives
ITT 14.6 (a)(ii)	<p>“Final destination”:</p> <p>Male, Republic of Maldives</p>
ITT 14.7	Tender price should indicate amount of GST (Goods and Services Tax). Where GST amount is not indicated, quoted bid price shall be deemed to be inclusive of GST.
ITT 14.8	NOT APPLICABLE
ITT 15.1	The Bidder <i>is required</i> to quote entirely in Maldivian Rufiyaa.
ITT 18.3	Period the Goods are expected to be functioning (for the purpose of spare parts): 5 years
ITT 19.1 (a)	Manufacturer’s authorization is: Not Required
ITT 19.1 (b)	After sales service is: Required for standard engine package, generator and any electronic equipments
ITT 20.1	The bid validity period shall be 90 days.
ITT 21.1	(a) Bids shall include a Bid Security (issued by bank or surety) included in Section IV Bidding Forms; or
ITT 21.2	The amount of the Bid Security shall be: MVR 17,500.00 (Maldivian Rufiyaa Seventeen Thousand Five Hundred only)
ITT 21.7	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Government will suspend the Bidder from participation in public procurement for a period of 01 (One) years.
ITT 22.1	In addition to the original of the bid, the number of copies is: 1 (one)
D. Submission and Opening of Bids	
ITT 23.1	Bidders SHALL NOT have the option of submitting their bids electronically.

ITT Clause Reference	Bid data that supplements the ITT
ITT 23.2 (c)	<p>The inner and outer envelopes shall bear the following additional identification marks:</p> <p>Completion of Waste Transfer Vessel at Thilafushi IFB No: (IUL)438-WMPC/438/2021/298</p> <p>And the statement:</p> <p>DO NOT OPEN BEFORE DECEMBER 5, 2021 at 1300 hours Male' time</p>
ITT 24.1	<p>For bid <u>submission purposes</u>, the Procuring Entity's address is:</p> <p>Ministry of Environment, Climate Change and Technology Green Building Handhuvaree Hingun, Maafannu Male', Republic of Maldives Tel: +960 3018300 Email: procurement@environment.gov.mv</p> <p>The deadline for Bid submission is: December 5, 2021 - 1000 Hours</p>
ITT 27.1	<p>The bid opening shall take place at:</p> <p>Street Address:</p> <p>Ministry of Environment, Climate Change and Technology Green Building Handhuvaree Hingun, Maafannu Male', Republic of Maldives</p> <p>Date: December 5, 2021 Time: 1000 Hrs</p> <p>If the specified bid submission date is declared a holiday for the Procuring Entity, the bids shall be opened at the next working day at the time and location stated above.</p>
E. Evaluation and Comparison of Bids	
ITT 34.1	<p>Bid prices expressed in different currencies shall be converted to: Maldivian Rufiyaa</p> <p>The source of exchange rate shall be: Maldives Monetary Authority</p> <p>The date for the exchange rate shall be the date of bid Submission</p>
ITT 36.3(a)	<p>Evaluation will be done as one whole bid. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is</p>

ITT Clause Reference	Bid data that supplements the ITT
	substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.
ITT 36.3(d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <ul style="list-style-type: none"> (a) Deviation in Delivery schedule: NO (b) Deviation in payment schedule: NO (c) the cost of major replacement components, mandatory spare parts, and service: NO (d) the availability in the Republic of Maldives of spare parts and after-sales services for the equipment offered in the bid: YES (e) the projected operating and maintenance costs during the life of the equipment: NO (f) the performance and productivity of the equipment offered; NO
ITT 36.6	Bidders SHALL NOT be allowed to quote separate prices for one or more lots. <i>[refer to Section III Evaluation and Qualification Criteria, for the evaluation methodology, if appropriate]</i>
F. Award of Contract	
ITT 41.1	<p>The maximum percentage by which quantities may be increased is: Not Applicable</p> <p>The maximum percentage by which quantities may be decreased is: Not Applicable</p>

Section III. Evaluation and Qualification Criteria

1. Domestic Preference (ITB 35.1) Not Applicable

2. Evaluation Criteria (ITB 36.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub-Clause 36.3(d) and in BDS referring to ITB 36.3(d), using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS) **Not Applicable.**
- (b) Deviation in payment schedule. **Not Applicable.**
- (c) Cost of major replacement components, mandatory spare parts, and service.

The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 18.3, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.

- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause 36.3(d), if quoted separately, shall be added to the bid price, for evaluation purposes only.

3. Multiple Contracts (ITB 36.6) Not Applicable

4. Post qualification Requirements (ITT 38.2)

After determining the lowest-evaluated bid in accordance with ITT Sub-Clause 37.1, the Procuring Entity shall carry out the post qualification of the Bidder in accordance with ITT Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- (a) Financial Capability

The Bidder shall furnish documentary evidence that it has an average annual Sales turnover of at least **MVR 7,000,000.00** or equivalent, in each of the last three years to qualify for the award of the contract.

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

(1) During the last five (5) years the bidder must have successfully completed the supply of at least **two (2) numbers** of items comparable to the requirements.

(2) The bidder shall furnish data to support that it has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period. In the case of the bidder not being the manufacturer, this requirement applies to the manufacturer.

(3) The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements:

Personnel

No.	Position	In Similar Works Experience (Yrs)
1	Naval Architect or equivalent tertiary qualified marine vessel design engineer	5
2	Construction supervisor/project manager	5

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

(4) The Bidder must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

Equipment

No.	Equipment Type and Characteristics	Minimum Number required
1	Boatyard and other manufacturing facility compliant with National Boat Building Rules and Guidelines requirements.	1
2	Slip way capable of slipping the vessel to be manufactured.	1

Failure to comply with this requirement will result in rejection of the subcontractor. In the case of a Bidder who offers to supply and install major items of supply under the contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer's authorization, using the form provided in Section IV, showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer's country. The Bidder is responsible for ensuring that the manufacturer or producer complies with the minimum criteria listed above for that item.

(c) Further, bidder should be in continuous business of supplying, and after sale services of products similar to that specified in this bidding document during the last three (3) years prior to bid opening. (Legal status, place of registration and principal place of business of the company or firm or partnership, etc.)

(i) The documentary evidence of the bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the bidder, at the time of submission of its bid, is

from an eligible country as defined under ITB Clause 4.

- (ii) Bidders shall furnish documentary evidence (Client's certificate) in support of the satisfactory services of the goods as specified above.

If the bidder does not meet the above criteria, the purchaser reserves the right to assess the bidder's capabilities and capacity to execute the contract satisfactorily before contract award is decided.

The bidder may be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in the forms of the qualification requirements and/or records of poor performance such as, not properly completing the contractual obligations, delays in completing the contract, litigation history etc.

Section IV. Bidding Forms

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Bidder Information Form

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

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

IFB No.:

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information a. Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Joint Venture Partner Information Form

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

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

IFB No.:

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Bid Submission Form

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

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

IFB No.:

To: Permanent Secretary
Ministry of Environment, Climate Change and Technology
Green Building, Handhuvaree Hingun
Male', Republic of Maldives

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. _____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: _____ *[Specify in detail the method that shall be used to apply the discounts]*;

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries _____ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

-
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser’s country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
 - (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (k) We understand that this bid, 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.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: _____ *[insert signature of person whose name and capacity are shown]*
 In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

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

Dated on _____ day of _____, _____ *[insert date of signing]*

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C bids, goods to be imported)							Date: _____	
Currencies in accordance with ITB Sub-Clause 15							IFB No:	
							Alternative No: _____	
							Page N° _____ of _____	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP Male' Port, Maldives in accordance with ITB 14.6(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item and any other local services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
01	Completion of Waste Transfer Vessel	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
							Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported

(Group C bids, Goods already imported)										Date: _____	
Currencies in accordance with ITB Sub-Clause 15										IFB No: _____	
Currencies in accordance with ITB Sub-Clause 15										Alternative No: _____	
Currencies in accordance with ITB Sub-Clause 15										Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6(c)(iv)	Total Price per line item (Col. 9+10)
01	Completion of Waste Transfer Vessel	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
										Total Bid Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country Republic of Maldives		(Group A and B bids)				Currencies in accordance with ITB Sub-Clause 15				Date: _____ IFB No: _____ Alternative No: _____ Page N° _____ of _____
1	2	3	4	5	6	7	8	9	10	
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item and any other local services required in the Purchaser's country to convey the Goods to their final destination specified in	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.6(a)(ii))	Total Price per line item (Col. 6+7)	
01	Completion of Waste Transfer Vessel	<i>[insert quoted Delivery Date]</i>	<i>1 vessel</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>	
								Total Price		

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Price and Completion Schedule - Related Services

Currencies in accordance with ITB Sub-Clause 15						Date: _____
						IFB No: _____
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
01	<i>Waste Transfer Vessel-1</i>	<i>[insert country of origin of the Services]</i>	Port of Male' - 120 days from handover of vessel	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
					Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Bid Security (Bank Guarantee)

[The 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 Purchaser]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* ("the IFB").

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

At the request of the Bidder, 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 Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

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

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)]

Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
IFB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section V. Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

- (a) With reference to paragraph 1.8 (a) (i) of the Guidelines:

NONE

- (b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:

NONE

Post Evaluation Criteria - Forms

Average Annual Turnover

Bidder's Legal Name: _____
 JVA Partner Legal Name: _____

Date: _____
 IFB No.: _____
 Page _____ of _____ pages

Annual turnover data (vessel construction only)		
Year	Amount and Currency	US\$ equivalent
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
*Average Annual Construction Turnover	_____	_____

*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation Criteria.

Specific Experience

Bidder's Legal Name: _____
 JVA Partner Legal Name: _____

Date: _____
 IFB No.: _____

Page _____ of _____ pages

Similar Contract Number: ___ of three (3) required.	Information		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total contract amount	_____		US\$ _____
If partner in a JVA or subcontractor, specify participation of total contract amount	_____ %	_____	US\$ _____
Employer's Name:	_____		
Address:	_____ _____		
Telephone/fax number:	_____		
E-mail:	_____		

Specific Experience (cont.)

Bidder's Legal Name: _____ Page _____ of _____ pages
 JVA Partner Legal Name: _____

Similar Contract No. __[insert specific number] of [total number of contracts] __ required	Information
Description of the similarity in accordance with Section III:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Physical Production Rate	_____

EQUIPMENT

[The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key Contractor's 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 Bidder.]

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 Bidder.

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	

Manufactures Personnel

Resume

Name of Bidder

Position							
Personnel information	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Name</td> <td style="padding: 5px;">Date of birth</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Professional qualifications</td> </tr> </table>	Name	Date of birth	Professional qualifications			
	Name	Date of birth					
Professional qualifications							
Present employment	Name of employer						
	Address of employer						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Telephone</td> <td style="padding: 5px;">Contact (manager / personnel officer)</td> </tr> <tr> <td style="padding: 5px;">Fax</td> <td style="padding: 5px;">E-mail</td> </tr> <tr> <td style="padding: 5px;">Job title</td> <td style="padding: 5px;">Years with present employer</td> </tr> </table>	Telephone	Contact (manager / personnel officer)	Fax	E-mail	Job title	Years with present employer
	Telephone	Contact (manager / personnel officer)					
	Fax	E-mail					
Job title	Years with present employer						

Summarize professional experience over the last 7 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

PART 2 – Supply Requirements

Section VI. Schedule of Requirements

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1. List of Goods and Delivery Schedule

#	Description of Goods	Qty	Final Destination as in BDS	Delivery (as per Incoterms) Date		
				Earliest Delivery Date	Latest Delivery Date	Bidder's offered Date
1	Manufacture and Supply Waste Transfer Vessels	1	Port of Male', Republic of Maldives		120 days months from handover of vessel	

2. List of Related Services and Completion Schedule

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services

1. If applicable

3. EMPLOYERS REQUIREMENTS

Scope of Design, Manufacture and Supply Services Required by the Client

1. Manufacturing

The vessels production facilities and procedures of the boatyard and other manufacturers must meet the requirements of the relevant Rules and Guidelines set out by the Transport Authority of Maldives.

The vessel manufacture (boatyard) shall submit:

- particulars for examination, such as construction plans, proofs by computation, details on materials, etc. in due time prior to commencement of construction as detailed in the relevant National Boat Building Rules and Guidelines.

The vessels shall be manufactured in accordance with drawings and particulars prepared for the vessel and approved by the Client's Engineer in accordance with National Boat Building Rules and Guidelines.

The workmanship shall be in compliance with current engineering standards and/or National Boat Building Code and local best practices.

Materials, components, appliances and installations subject to inspection and tests shall comply with the relevant Rule requirements and be presented for inspection and/or construction supervision. All tests and trials stipulated by the relevant Construction Rules shall be performed to the satisfaction of the Clients' requirements. Materials, components, appliances and installations found not to be in accordance with National Boat Building Rules and Guidelines shall be rectified before the Final Survey or as otherwise requested by the Client's Engineer.

The manufacturer shall ensure that any parts and materials requiring approval will only be delivered and installed, if the appropriate test certificates have been issued. Test certificates shall be presented for components requiring approval.

The vessel manufacture shall provide free access to the boat and workshop for purposes of conducting tests, inspections and surveyors as required by the Client giving prior notice. For performance of the tests required, the vessel manufacturers shall give the Surveyor assistance by providing the staff and equipment necessary for such tests.

2. Tests and Supply

Shipboard Trials

Upon completion of the vessel but prior to Final Survey and supply to the Client all hull, machinery and electrical installations will be subjected to operational trial including but not necessary limited to the following:

- tightness, operational and load tests of tanks, hatch covers etc.
- operational and/or load tests of the machinery and installations (propulsion, electrical installations, steering gear etc.).

- Other test for safe operations such as tests of navigation equipment, radio communication equipment, and alarms, and black out and dead ships recovery tests.

Sea Trials

Upon completion of the vessel, sea trials shall be undertaken for the following or as otherwise required by Client's Engineer:

- Speed trial at 90% Maximum Continuous Rating (MCR)
- Crash stop at 90% MCR
- Endurance at 90% MCR
- Manoeuvring trials (turning circles and Z-manoevres)

Any deficiencies found during the shipboard and sea trials, shall be eliminated prior to final survey and supply as appropriate.

Supply:

The completed vessel shall be supplied from the place of manufacture to the Port of Male', Republic of Maldives in a period not exceeding 120 days of the hull and associated equipment to the manufacturer.

All shipboard trials, sea trials, rectifications and final survey shall have been completed to the satisfaction of Client's Engineer prior to delivery of the vessels to the Client.

The vessel shall be supplied with:

- ***Mandatory spare parts and tools:*** parts and tools which shall be carried on the vessel during voyaging in order to be able to restore engine operation and maneuvering capacity to the vessel in the event of damage at sea as required for safe operations of the vessels. ***Mandatory spare parts and tools are to be supplied with the vessel on delivery. The cost of replacement of mandatory spare parts thereafter will be the responsibility of the Employer.***
- ***Other spare parts and tools:*** all spare parts and tools offered by manufacturers/s suppliers of components and appliances etc. in their standard supply package for the principle component or appliance. ***Other spare parts and tools offered by manufacturers/s suppliers of components and appliances etc. in their standard supply package for the principle component or appliance are to be supplied with the vessel on delivery. The cost of replacement of mandatory spare parts thereafter will be the responsibility of the Employer.***

All particulars, certifications as required for Assignment of Registration Certificates should be submitted to the Client prior to delivery of the vessel.

Functional Requirements of Waste Transfer Vessels

The vessels will travel daily from its harbour at the Regional Waste Management Facility (RWMF) located at R.Vandhoo Island and travel to 4-5 islands on a round trip basis to collect waste. The approximate average distance between islands will be 20-30km, the maximum average weighted distance between islands will not exceed 50km. The maximum daily steaming time will be 10 hours per day. The vessel(s) will leave the harbor at R.Vandhoo empty and return full. Each island will contribute an average of 4-5T of waste to the total return trip load, giving a maximum load carrying capacity of approximately 25T. The waste will be loaded and transferred in 600-900L containers approximately (1x1.5 x1.5m dimensions). The average height of the load above deck will be approximately 1.5m. The maximum height of the load above the deck will not exceed 2m. The total estimated full load volume of waste to be transferred will depend on density (T/m³) but is estimated to range from between be approximately 50-80m³. The load carrying area of the vessels will therefore be approximately 60m² on the deck. The deck loading is unlikely to exceed 0.5T/m² under normal operating conditions, but additional deck loading may be required for abnormal operating conditions. Maximum deck loading is unlikely to exceed. The load carrying area will be contained within a bulwark or other similar enclosure. Island harbours and channels are dredged to approximately 3 - 3.5m (MSL), however, access may be reduced over time. The vessel shall have sufficient full load draft to access island harbours and channels of less than 3m depth (MSL). Depending on coastal conditions maintenance dredging may be occur every 2-3 years. The average vessel service speed shall be approximately 10 Kn. The vessel hull may be a semi-displacement “Chine” hull or similar semi-displacement hull which maximizes the vessels operational stability and efficiency. Preliminary particulars of intact stability for calculation of stability in different loading conditions shall be in accordance with the International Code on Intact Stability (2008 IS Code).

Table 1: Summary of Functional Requirement

<i>Description</i>	<i>Requirement</i>	<i>Comment</i>
Construction material	Steel	As proposed by bidder
Service speed	10Kn	Steaming at full load
Maximum load	25T	Maximum
Length	20m (LH)	Maximum
Beam	5m	at amid ships (approximate)
Load carrying capacity	60m ²	-
Fuel Storage	2000ltr (for vessel)	Minimum
Range of Service	“coastal service”	The distance to the nearest port of refuge and the offshore distance do not exceed 50 nautical miles

Main electrical system	24VDC	Step down to 12VDC to Wheelhouse as necessary
Heavy Load electrical system	230VAC	Provided from Gen-set
Electrical components	50Hz	-
Freshwater main and distribution system (incl. PVC piping, pump, filling, fittings)	Service to shower, basin etc.	May include toilet flushing as proposed by Bidder
Seawater main and distribution system (incl. pump, HD piping, vented loop, thru hull fittings, hose and nozzles as required).	Service to deckwash/firefighting	May include toilet flushing as proposed by bidder.
<i>Ballast pumping system (incl. piping, tankage and pump)</i>		<i>May be proposed by bidder for safe and efficient operation of vessel for safe and efficient operation of the vessel for different loading conditions.</i>
Drainage/ sewerage discharge system (incl. pumps, sumps, piping thru-hull fittings, vented loop, and venting)	Service from toilet shower room, compartment bilge pumps etc.	<i>May include sewage/greywater tankage as proposed by bidder</i>
Diesel Tankage (incl. filling and venting arrangements)	Capacity approximately sufficient for 3 days steaming @ full load	Actual capacity to be determined for overall ballast requirements, and safe and efficient operation of vessel
Freshwater Tankage (incl. filling arrangements)	Capacity approximately sufficient for 3 days steaming for 4 pax. @60L/d.	Actual capacity to be determined for overall ballast requirements and safe and efficient operation of vessel.
Compliant with National Boat Building Code and local best practices for Boat Building	Admission to Class	Or other Rules and Standards acceptable to International Classification Agency as may be proposed by Bidder.

Specifications

The engine shall be a heavy duty (1800RPM) continuous rating revolution diesel engine with complete stern arrangement package, and electric start. The engine will be provided with a smart charging alternator with regulator, heavy duty, lead acid, maintenance free marine start batteries). Engine controls shall be cable driven. The vessel gear reduction ratio shall be calculated to ensure maximum operational efficiency. The exhaust system shall be an above water type, and fixed pitch standard propeller package. The clutch shall be wet hydraulic multi dist. type, the lubrication system shall be a forced lubrication system, the prop. shaft shall be 316 Stainless Steel, the steering shall be a hydraulic steering system with wheel, cylinder, pump pipes, and rudder cylindrical cutlass bearing stock with arm. The propeller shall be bronze. The propeller and rudder blade dimensions shall be calculated to maximize operating efficiency. Engine and generator will be provided with manufactures all standard meter, indicators and switches etc.

The mechanical equipment will be kept to a minimum. A ballast tank, ballast transfer pump and pipework *may* be required to trim the vessel(s) during laden and unladen voyaging. A scissor lift will be required at starboard or portside at amidships for the purpose of lifting waste containers into and out of the vessel. The scissor lift will be fixed within a compartment/locker under the deck. The scissor lift shall be fitted with a hand control so that the platform can be raised through the main deck to a height of approximately 1m above the main deck. The scissor lift platform should be approximately 1.5m (L) x 1m (W) (or suitable for supporting a 600-900L waste bin) and have a lift capacity of not less than 3T.

The electrical load requirements will be kept to a minimum. Shore power is generally unavailable in Maldivian islands, and as such the vessels power supply equipment will need to be sufficient to operate equipment for loading and unloading as well as steaming operations. The vessels main power supply will be a 24VDC electrical circuit. A 24V-12V step down transformer *may* be required to supply 12VDC equipment if necessary. The vessel will require continuous power to wheelhouse instrumentation and intermittent power to all other 24VDC light load service equipment and appliances. The engine alternator will recharge the service battery bank(s) when the engine is running. A generator will power high voltage (230v) equipment through a high voltage circuit (such as battery recharge /ballast pump/ scissor lift/ deck wash/fire pump, and exterior weather proof GPO etc. as *may* be required). The generator shall be supplied with a thru hull exhaust system (either through the engine exhaust or separate as required). A battery charger (230 -24VDC) shall be provided to recharge the service battery bank(s) from the generator. A battery switch to isolate/ transfer power supplies to and from the service battery bank (as required for emergency engine starting etc.). High voltage electrical equipment shall be **50Hz** where applicable. The generator shall be provided with 12V start battery. The alternator, generator output, and service battery bank capacity (Ah) shall be calculated from the power balance for the equipment load to be serviced.

The vessel shall be provided with navigation lights (Red/ Green Stbd and Port side, anchor light, stern light, steaming light), waterproof sealed beam searchlight, air horn and navigation equipment (G.P.S. Navman 5500, DC 10-16V, screen 5"+ equivalent), compass, C.B radio and antenna. The wheelhouse will be equipped with oscillating wall mount fans, ceiling lights, and power outlet sockets. The wheelhouse will be provided with wiper(s) to the windscreen. The engine/generator bulkhead compartment will be provided with lights and power outlet sockets. The engine/generator bulkhead compartment shall have adequate

ventilation. Inlet/outlet air blower(s) and/or grilles with dorade boxes *may* be required to ventilate the engine/generator bulkhead compartment. Emergency power arrangements must be made available to all essential electrical lighting, and operating units (including engine starting). Hardwired smoke detection alarms shall be provided to engine/generator bulkhead compartment, wheelhouse with bunk accommodation *as required*.

All wiring shall be flame proof, and colour coded etc. as required. All necessary distribution boards, electrical control panels, fuse panels and circuit breakers shall be provided as required for the safe operation of the vessel.

The wheelhouse will be located on the main deck but will be proportioned and positioned to maximize the load carrying capacity of the vessel(s). The wheelhouse will be fully enclosed with a rear weatherproof door (with acrylic viewing panel, heavy duty, marine grade stainless steel levers, locks and hinges). The windscreen shall be watertight with tempered, flat panel glass and steel/ anodized aluminium frames. Watertight windows shall be provided to Port and Stbd of wheelhouse as required. The wheelhouse shall be equipped with all necessary equipment required for steering, engine control, navigation etc., appropriate to requirement of the vessel. The vessel wheelhouse shall be provided with helmsman chair (molded shell with seat and lumbar cushion type) internal storage and console for mounting of navigation, switches etc. *as required*. The vessel shall have crash bulkhead with an integral chain locker. A stainless steel grab rail shall be fitted to the exterior of the wheelhouse on Port and Stbd side to enable safe access around to the chain locker at the fore of the vessel.

The wheel house roof shall be extended at the rear to form a covered annex. The covered annex shall be fitted with integral storages for equipment (tarpaulins, tie down ropes, shovels and brooms etc.), a hand-wash basin and freshwater tap ware for drinking water and hygiene requirements, a weather proof double AC socket to power 230V equipment which may be required from time to time, the saltwater firefighting/deck wash hose connection (hydrant) and the hose reel holder.

Toilet/ shower will be provided at the bow of the vessel. The toilet/shower room shall be provided with basin with marine toilet (freshwater flush with macerator and overboard discharge pump), freshwater shower and basin mixer, towel hanger, mirror, and Muslim shower. The bunk accommodation shall be provided with bunks constructed of timber frames and slats with plywood bases or similar within the wheelhouse. The toilet/shower room shall be provided with wooden panel doors and frames with brass butt hinges, and latches as required.

The vessel deck shall be provided with 316 stainless steel fairleads, and deck cleats, and deck bollards, and aft rings *as required*. Anchor, anchor rope and chain shall also be provided for as necessary. The underwater hull shall be provided with antifouling (2 coats) and antifouling primer (two coats). Durable, marine grade paint/ shall be applied to all exterior surfaces as necessary. A durable, nonslip, marine grade finish shall be applied to exterior decks, stairs and interior service areas.

An integral staircase will provide access from the wheelhouse to below decks. The engine/generator bulkhead compartment will be accessible thru-decks from the stair case and engine/generator bulkhead door. An emergency escape hatch will be provided from the engine/generator bulkhead compartment to the aft of the main deck.

The vessel will be supplied with adequate fuel, and freshwater tankage. Freshwater tankage for crew requirements (drinking and hygiene) will be approximately 750L for 3 days

(60L/d*4 Pax=240L/d * 3days=720L). Fuel tankage should be calculated for 10 hours per day steaming, with total fuel tankage capacity calculated for 3 day voyaging without refueling (approximately 2000L total fuel tankage capacity). The total fuel and freshwater tankage (and a separate seawater ballast tank **if required**) capacity shall be calculated according to the overall ballast requirements of the vessel to maximize steaming efficiency. All tankage shall be provided with connection, fill and breather arrangements **as required**. A sewage/greywater holding tank **may** be required.

The pump requirements for the vessel shall be kept to a minimum. PVC fresh and HD seawater main, distribution PIPING and fittings shall be provided as necessary. Self-priming seawater deck wash/ fire pump(s), hose(s), and nozzle(s) shall be provided as necessary. Vented loop, thru hull marine fittings (bronze/brass/teflon) shall be provided for the seawater intake and distribution (and ballast tank arrangements if required) as necessary. A sewage/greywater sump and overboard discharge pump, piping and fittings shall be provided as necessary. A freshwater service pump(s) shall be provided as necessary. Bilge pumps shall be provided to hull and bulkheads **as required**. Bilge pump capacity shall be calculated for the area to be serviced. Deck lockers (chain and scissor lift) shall be drained to the bilge pumps sumps. Deck wash/fire pump, (and ballast pump, and sewage overboard discharge pump **if required**), and freshwater service pump capacity shall be calculated according to service requirements. All thru-hull fittings for intake/ discharge shall be bronze/brass/Teflon as require.

The vessels shall be provided with all necessary safety/ emergency equipment including hand manual pump rotary bilge pump (2lit./stroke), flag set, first aid kit, life jackets (4), life rings (2), fire extinguishers (powder and Co₂) and fenders **as required**.

The vessels shall be provided with at least one set of spare parts (mandatory spare parts) required to be carried on the vessel during operations. Mandatory spare parts are those spare parts required under the National Boat Building Rules and Guidelines for safe operations of the vessels.

Table 1: Indicative List of Goods and Specifications:

<i>Item</i>	<i>Description</i>	<i>Requirement</i>	<i>Quantity</i>	<i>Remark</i>
1. Hull, superstructure, decks, compartments and lockers				
1.1	Hull	Semi-displacement, shell, structural supports, framing, etc.		As proposed by Bidder for admission to Class
1.2	Keel ballast			As proposed by Bidder in accordance to relevant Rule for admission to Class
1.3	Portholes	300mm, aluminum anodized frames : Bunk compartment (x2 Port/Stbd side) Toilet/shower compartment (x1)	3-4 Nos	In accordance to relevant Rule. Additional porthole if shower and toilet are separate compartments

1.4	Decks	Flat load carrying deck Foredeck		Load carrying deck to be reinforced as required and in accordance to relevant Rule for admission to Class
1.5	D-fender	3" wall thickness	1 No	
1.6	Bulwark	Bulwark with integral scuppers around load carrying deck.		Bulwark to be broken at scissor lift locker.
1.7	Below decks bulkheads	Crash bulkhead Engine/generator compartment bulkhead	2 Nos	As proposed by Bidder for admission to Class
1.8	Engine/generator bulkhead door		1 No	In accordance to relevant Rule for admission to Class
1.9	Below deck compartments	Bunk accommodations Engine/generator compartment Shower/ toilet room	3/4 Nos	Shower and toilet may be separate compartment
1.10	Deck compartment	Wheelhouse and annex on foredeck.	1 No.	
1.11	Scissor lift locker	Amidships on Port or Stbd side of deck	1 No.	Dimensions to accommodate 1.5 x 1m scissor lift table. Hatch cover in accordance to relevant Rule. Drained to bilge sump
1.12	Chain locker	Integral to crash bulkhead	1 No.	Hatch cover in accordance to relevant Rule. Drained to bilge sump
1.13	Below deck escape hatch	Engine room to rear of main deck	1 No.	Hatch cover in accordance to

				relevant Rule
1.14	Ladder	From wheel house to below decks	1 No.	No slip finish to treads and platform
2. Engine and Machinery Department				
2.1	Engine	1800RPM, Continuous rating revolution, diesel, electric starting	1 No.	HP to be determined by functional design requirement for efficient steaming
2.2	Lubrication system	Forces lubrication	1 No.	Or as otherwise recommended for safe and efficient operation of vessel
2.3	Clutch	Wet hydraulic multi dist. type	1 No.	Or as otherwise recommended for safe and efficient operation of vessel
2.4	Shafting	316 Stainless Steel	1 Nos.	Dimensions to be determined for safe and efficient operations of the vessel.
2.5	Propeller	Bronze	1 Nos.	Dia. to be determined for safe and efficient operation of vessel.
2.6	Gearing	-		Gear reduction ratio to be determined for safe and efficient operation of vessel.
2.7	Exhaust system	Above water standard package	1 Nos.	May incorporate generator exhaust
2.8	Meters and panels	All standard meters and panels	1 Nos.	
2.9	Generator	230V output, 5-6KW, 12V electric start battery, thru hull exhaust system	1 No.	Actual KW capacity to be determined from electrical power balance
2.10	Bilge pumps	24VDC self-priming pumps	2 - 3 Nos.	Actual number and capacity of bilge pumps to be determined for the number of

				bulkhead and the area to be serviced.
2.11	SW service pumps	Supply to saltwater distribution system (deckwash/firefighting)	1 No.	May be 230VAC engine driven (generator power supply) or 24VDC (service battery supply). Pump capacity will be determined in accordance with relevant Rule.
2.12	FW service pump	24VDC self-priming for freshwater distribution system	1 No.	Capacity will be determined in accordance with service requirements.
2.13	Ballast water pump	230VAC engine driven	1 No.	If required. The capacity will be determined in accordance with service requirements
2.14	Hand/manual bilge pump.	2lit./stroke, rotary	1 No.	
2.15	Macerator/ discharge pump	Sewage / grey water disposal	1 No.	As proposed by bidder for direct overboard discharge from shower/toilet trap or discharge from sewage/grey water tankage room.
3. Steering and Engine Control				
3.1	Engine control	Cable driven with standard 2 lever control set to the wheelhouse	1 No.	
3.2	Steering	Hydraulic steering system w/wheel, cylinder, pump pipes to the wheelhouse	1 No.	
3.3	Rudder blade	Steel blade	1 No.	Dimensions to be determined for safe and efficient

				operation of vessel Material proposed by Bidder
3.4	Rudder system	Rudder cylindrical cutluss bearing stock with arm	1 No.	
4. Electrical Department				
4.1	Charging alternator	35Amp, 24V output smart type with regulator for cranking batteries and service battery recharge when engine is operating.	1 No.	Actual capacity to be determined from electrical power balance.
4.2	Battery charger	230AC-24VDC	1 No.	-
4.3	Step down transformer	24VDC- 12VDC	1 No.	May be required for 12VDC equipment
4.4	Cranking battery bank	Engine starting (2 x lead acid 200Ah, 24V batteries)	1 No.	Or as recommended by engine supplier
4.5	Service battery bank(s)	24VDC lead acid batteries to supply to vessels main electrical circuit	1 nos	Actual capacity and number of service battery banks to be determined from electrical power balance
4.6	Battery switches	On-off, switch and isolate service battery supply connections.	1 No.	Or as otherwise proposed by Bidder
4.7	DC and AC wiring, main cabling, conduits, and earthing bars	Colour coded and flame proof		As proposed by bidder
4.8	DC/AC distribution control/ fuse panel(s)			Nos. and gangs to be proposed by Bidder
4.9	Mini Circuit breaker/RCD		1 No.	Or as proposed by Bidder
5. Electrical equipment & Accessories				
5.1	Engine/generator compartment ventilation	24VDC engine/generator compartment intake and exhaust blowers	1 No. pair	As required by relevant Rules for admission to Class

		AND/OR Grilled ventilators aluminum anodized with dorate box to engine/generator compartment		
5.2	Scissor Lift	3T lift capacity, 1.5m (L) x 1m (W) table, electric motor, hydraulic pump, hydraulic fluid reservoir, hydraulic cylinder, piping, valving, and hand control package.	1 No.	As proposed by bidder
5.3	Windscreen wiper(s)	24VDC to wheelhouse	1 Nos. set	May be 12VDC to wheel house if supplied from step down transformer
5.4	Oscillating fans	24VDC wall mounted: 2 x wheel house	2 Nos.	Maybe 12VDC to wheelhouse if supplied from step down transformer
5.5	Air horn	24VDC to wheel house	1 No.	May be 12VDC to wheel house if supplied from step down transformer
5.6	Search light	24VDC 2000W to wheel house	1 No.	Maybe 12VDC to wheelhouse if supplied from step down transformer
5.7	GPS	Navman 5500, DC 10-16V,screen 5"+	1 No.	or equivalent
5.8	C.B radio and antenna		1 No.	
5.9	Navigation lights	24VDC, Red/ Green Stbd and Port side, anchor light, stern light, steaming light	1 No. set	Maybe 12VDC if supplied from step down transformer
5.10	Fire alarms	12VDC hardwired fire alarms to engine/generator compartment, bunk cabin accommodation and wheelhouse	3 Nos.	Or as otherwise in accordance with Rule requirements for admission to Class
5.11	AC sockets outlet(s)	15 Amp to engine/generator compartment (x1) double socket 15Amp weather proof to rear of wheel house (x1) double socket 13 Amp to wheelhouse (x1) double socket	3 Nos.	Or as otherwise in accordance with Rule requirements

5.12	Ceiling lights	24VDC marine grade to: <ul style="list-style-type: none"> • Wheelhouse (x2) • Bunk compartment (x1) • Toilet shower room (x1) • Shower room (x1) • Generator/engine compartment (x2) 	7 Nos.	
5.13	DC light switches	Marine grade one way, one gang	5 Nos.	Gang number may be determined by Bidder
5.14	AC fluorescent lights	2" with heat resistant covers to engine generator room	2 Nos.	Emergency lighting when service battery bank isolated.
5.15	AC light switch	Marine grade one way, one gang	1 Nos.	For fluorescents in engine/generator room
6. Wheelhouse equipment and accessories (other equipment and accessories)				
6.1	Compass		1 No.	
6.2	Helmsman chair	Molded shell with seat and lumber cushion type	1 No.	
6.3	Helmsman switch panel	Navigation lights, bilge pumps, air horn, wipers etc.	1 No.	<i>If not included in item 4.8</i>
6.4	Helmsman console	Integral console for mounting of navigation equipment, switches panel etc.		
6.5	Windscreen	Watertight with tempered, flat panel glass and steel/ anodized aluminum frames		
6.6	Side windows	aluminum anodized w/tempered glass		
6.7	Wheelhouse door	W/proof door to rear of wheelhouse with acrylic viewing panel.	1 No.	
6.7	Grab rail	316 Stainless Steel rail to the Port and Stbd side of wheelhouse.	2 Nos. (one each side of wheelhouse)	

7. Wheelhouse Annex				
7.1	Basin	Aluminum bowl	1 No.	
7.2	Tap ware	F/W PVC tap to basin	1 No.	
7.3	Equipment locker(s)	Integral equipment storage for tarpaulin, shovels/ brooms, tie down ropes etc.		As proposed by Bidder
7.4	Deckwash/ fire fighting connection and hose reel/holder	S/W hydrant/hose connection for firefighting/deck wash	1 No.	
8. Toilet/Shower room compartment (other equipment and accessories)				
8.1	Entry door	Wooden panel doors and frames.	1 No.	
8.2	Toilet	Western type, marine toilet with discharge macerator pump	1 No.	May be FW or SW as proposed by Bidder
8.3	Muslim shower	Fitting, hose and head	1 No.	
8.5	Tap ware	F/W PVC tap to basin	1 No.	
8.6	Mirror		1. No	
8.7	Shower set	Rail, cold water mixer, hose and head	1 No.	
8.8	Towel rail/ hanger		1 No.	
8.9	Drainage sump and pump	For shower and basin discharge	1 No.	Or as proposed by Bidder for direct discharge or gravity feed to sewage/grey water tankage.
9. Deck fittings				
9.1	Aft rings	100mm Stainless Steel	4 Nos.	Or as proposed by Bidder
9.2	Mooring post	Steel/ wood	2 Nos.	Or as proposed by Bidder
9.3	Forward fairleads	12" Stainless Steel	4 Nos.	Or as proposed by Bidder
10. Finish				
10.1	Anti-fouling	antifouling primer antifouling	2 coats	Underwater hull
10.2	Hull and superstructure finish	Durable, marine grade paint		As proposed by Bidder for

				construction hull material
10.3	Deck, stairs and interior service areas	Durable, nonslip, marine grade finish		
10.4	Wooden frames and doors	Epi-glass marine grade varnish		Or as proposed by Bidder
11. Safety equipment and other equipment and accessories not specified elsewhere				
11.1	Flag set		1 No.	
11.2	Life jackets		4 Nos.	
11.3	Life ring	Mounted to rear of wheelhouse	1 Nos.	
11.4	First aid kit		1 No.	
11.5	Fire extinguishers	Powder and Co ₂		Number and type in accordance with Rule requirements for admission to Class
11.6	Fenders		6 Nos.	
11.7	Anchor	50 kg bow anchor	1 No	Or as proposed by the bidder in accordance with Rule requirements for admission to Class
11.8	Anchor chain and rope	24mm x 100m bow anchor rope with chain	1 No	
11.9	Mooring rope	24mm x 100 m mooring rope	1 No	
11.10	Latches, levers, hinges & locks etc.	Heavy duty marine grade Stainless Steel to exterior doors and storages. Marine grade brass to interior.		
11.2	Deck locker, hatch covers, and below deck bulkhead door fittings.			In accordance with Rule requirements for admission to Class
12. Spare parts and Servicing Requirement				
12.1	(i) Mandatory spare parts and tools and (ii) spare parts and tools offered by manufacturers/s	In accordance with Rule requirements for admission to Class.	1 No. set for mechanical and 1 No set	To be supplied with the vessel on delivery. The cost of replacement of mandatory spare

	suppliers of components and appliances etc. in their standard supply package for the principle electrical and mechanical components or appliances.		for electrical	parts thereafter will be the responsibility of the Client.
12.2	Major replacement components	As recommended for replacement by the manufacturer of the engine for a period of 5 years service from the date of delivery of the completed vessel		For evaluation purposes only
12.3	Engine servicing	As undertaken by a service agent of the manufacturer which is recommended by the manufacturer for the period of 5 years from the date of delivery of the completed vessel		For evaluation purposes only

Detailed Technical Specifications/ Requirements

General specifications of the vessel:

LOA: 21.30 m
 LWL: 20.00 m
 BEAM Mld: 5.00 m
 Depth Mld: 2.40 m
 Draft (FWD): 1.50 m
 DRAFT (AFT): 1.40 m
 DISPLACEMENT LOAD: 110 tonnes
 LOAD SPEED: 10 knots
 VESSEL TYPE: STEEL (Marine Grade)
 PROPULSION: DIESEL powered

Technical Specifications

1. Hull and Superstructure

All major works of the hull and superstructure are already completed. Any minor works pending, should be completed in compliance to the GA plan submitted with this tender. Materials used for hull and superstructure fabrication works are as follows:

- 7mm MS plates for hull plating (ABS grade A or equivalent IACS class)
- 9mm MS plates for deck plating (ABS grade A or equivalent IACS class)

- 6mm MS plates Bulkheads, flanges and webbing (ABS grade A or equivalent IACS class)
- 5mm MS plates superstructure shell plating (ABS grade A or equivalent IACS class)
- 12mm & 16mm Plates for engine foundations (ABS grade A or equivalent IACS class)
- 100mmx75mm, 100mmx50mm & 50mmx50mm MS Angle for hull and super structure framing
- 4.00mm, 3.2mm and 2.5mm welding electrodes for all welding
- 250mmx12mm flat bar as D-fender stiffeners
- 3” rubber D-fender as hull guards

2. Hull

1	Fabrication/ Installation of propeller shaft skeg and rudder works	
2	D-fenders as Hull Guards	
3	Anodes	

2. Painting and Finishing

	Primer coating and faring: For finishing works, the hull will be first sandblasted using copper slag 0.3 – 3.5 mm and primer coated with Sigma cover 280 to a DFT of not less than 120 mm	
	Second coating: For second coat of paint, 2 coats of Sigma cover 510 will be applied not less than 70 microns DFT with a curing time of minimum 16 hours between each coat	
	Finishing Coat: Finishing coat of Sigma Dur will be applied to the hull. All coats will be of a DFT of 70 microns. The finishing coat will be applied only up to the water line mark. Anti-fouling coats will be applied to below water line areas for hull protection.	

Main Engine and Machineries

	Installation and commissioning of Main Engine (already site)	Yanmar 350 mph Marine Engine
	Installation and commissioning of marine Generator	6.5 KW marine generator
	Small crane	
	Steering System	
	Panel boards	
	Exhaust system	

4. Electrical, Electronic and Navigational Equipment

Supply of all required electronics and electric items for the vessel including:

	<ul style="list-style-type: none"> • Bilge pump 3 nos • Salt water distribution pump 1 nos • Fresh water pump 1 nos • Ballast water pump 1 nos • Manual Bilge Pump 1 nos • Grey water discharge pump (toilet) 1 nos • Battery (24V, 200 AMP) 3 nos • Battery (12V) 1 nos • Battery Charger 1 nos • Step-down transformer 24V-12V 1 nos • Battery on-off switch 1 nos • AC/DC wiring (cables, conduit, earthing) 1 nos • Engine room blower 2 nos • Windscreen Wiper 1 nos • Oscillating fan 2 nos • Air Horn 1 nos • Search Light 1 nos • GPS 1 nos • CB Radio 1 nos • Navigation Lights 6 nos • AC sockets 3 nos • Ceiling lights 7 nos • DC light switch 5 nos • AC fluorescent lights 2 nos • AC light switch 1 nos • Fire alarm 1 nos • Compass 1 nos • Helmsman Switch Board 1 nos 	
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5. Supply of Safety, Fire Protection and Mooring Equipment and Fittings

Supply and installation of all other required fittings for the completion of the all interior works and items needed for mooring and vessel safety including:

	<ul style="list-style-type: none"> • Helmsman Chair - 1 nos • Windscreen, Side Windows - 1 item • W/proof Wheel House door - 1 nos • Basin - 2 nos • Tapeware - 2 nos • Deck wash firefighting hose with hose reel - 1 nos • Toilet door - 1 nos • Toilet seat with pump - 1 nos • Muslim shower - 1 nos 	
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	<ul style="list-style-type: none"> • Shower set/ mirror and shower head - 1 nos • SS 100mm AFT rings - 4 nos • Forward fairleads SS12” - 4 nos • Hull & Super structure furnishing (materials, paint, carpentry) – 1 set • Flag set – 4 nos • Life jacket – 4 nos • Life ring – 1 nos • First aid kit – 1 nos • Fire extinguisher – 4 nos • Fenders – 6 nos • Anchor 50 KG – 2 nos • Anchor rope & chain 24 mm – 100 m • Mooring rope 24 mm – 100 m 	
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6. Shipyard charges for fabrication, painting, finishing works, testing and trials

	<ul style="list-style-type: none"> • Charges for all steel works for fabrication of hull and super structure • Charges sand blasting and painting of hull • Charges for all interior finishing works of superstructure interior • Shipyard charges including, electricity, water, slip-off, lifting and moving etc. • Testing and trials 	
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7. Tests and Supply

Shipboard Trials

Upon completion of the vessel but prior to Final Survey and supply to the Client all hull, machinery and electrical installations will be subjected to operational trial including but not necessarily limited to the following:

- tightness, operational and load tests of tanks, hatch covers etc.
- operational and/or load tests of the machinery and installations (propulsion, electrical installations, steering gear etc.).
- Other test for safe operations such as tests of navigation equipment, radio communication equipment, and alarms, and black out and dead ships recovery tests.

Sea Trials

Upon completion of the vessel sea trials shall be undertaken for the following or as otherwise required by Client’s Engineer:

- Speed trial at 90% Maximum Continuous Rating (MCR)

- Crash stop at 90% MCR
- Endurance at 90% MCR
- Maneuvering trials (turning circles and Z-maneuvers)

Any deficiencies found during the shipboard and sea trials, shall be eliminated prior to final survey and supply as appropriate.

Supply:

The completed vessel shall be supplied from the place of manufacture to the Port of Male', Republic of Maldives in a period not exceeding 8 months.

All shipboard trials, sea trials, rectifications and final survey shall have been completed to the satisfaction of Client's Engineer prior to delivery of the vessel to the Client.

The vessel shall be supplied with:

- ***Mandatory spare parts and tools:*** parts and tools which shall be carried on the vessel during voyaging in order to be able to restore engine operation and maneuvering capacity to the vessel in the event of damage at sea as required for safe operations of the vessel. ***Mandatory spare parts and tools are to be supplied with the vessel on delivery. The cost of replacement of mandatory spare parts thereafter will be the responsibility of the Contractor.***
- ***Other spare parts and tools:*** all spare parts and tools offered by Manufacturers/s Suppliers of components and appliances etc. in their standard supply package for the principle component or appliance. ***Other spare parts and tools offered by manufacturers/s suppliers of components and appliances etc. in their standard supply package for the principle component or appliance are to be supplied with the vessel on delivery. The cost of replacement of mandatory spare parts thereafter will be the responsibility of the Contractor.***

All particulars, certifications as required for Assignment of Registration Certificates should be submitted to the Client prior to delivery of the vessel.

5. Inspections and Tests

Shipboard Trials

Upon completion of the vessel but prior to Final Survey and supply to the Client all hull, machinery and electrical installations will be subjected to operational trial including but not necessary limited to the following:

- tightness, operational and load tests of tanks, hatch covers etc.
- operational and/or load tests of the machinery and installations (propulsion, electrical installations, steering gear etc.).
- Other test for safe operations such as tests of navigation equipment, radio communication equipment, and alarms, and black out and dead ships recovery tests.

Sea Trials

Upon completion of the vessels sea trials shall be undertaken for the following or as otherwise required by Client's Engineer:

- Speed trial at 90% Maximum Continuous Rating (MCR)
- Crash stop at 90% MCR
- Endurance at 90% MCR
- Maneuvering trials (turning circles and Z-maneuvers)

PART 3 - Contract

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (b) “Contract” means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “GCC” means the General Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- (h) “Procuring Entity” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (j) “SCC” means the Special Conditions of Contract.
- (k) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (l) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
- (m) “The Project Site,” where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

3.1 If the Procuring Entity determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then

the Procuring Entity may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.

(a) For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Government's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Government].

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of

the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and funded by the Government shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another

commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9. Governing Law

- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Republic of Maldives, unless otherwise specified in the **SCC**.

10. Settlement of Disputes

- 10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Procuring Entity shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Government

- 11.1 The Supplier shall permit the Government and/or persons appointed by the Government to inspect the Supplier’s offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Government, if required by the Government. The Supplier’s attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of the Government’s inspection and audit rights provided for under Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of suspension under Government Financial Regulations).

12. Scope of Supply

- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

- 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

14. Supplier's Responsibilities

- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

- 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

16. Terms of Payment

- 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring Entity, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

- 17.1 Unless otherwise specified in the SCC, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside or within the Republic of Maldives until delivery of the contracted Goods to the Procuring Entity.
- 17.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Republic of Maldives, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as

compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the format stipulated by the Procuring Entity in the SCC, or in another format acceptable to the Procuring Entity.
- 18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

20. Confidential Information

- 20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Procuring Entity or Supplier need to share with other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever

reason, of the Contract.

21. Subcontracting

- 21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Procuring Entity.

24. Insurance

- 24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. Transportation

- 25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the

Goods shall be in accordance with the specified Incoterms.

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Schedule of Requirements.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Republic of Maldives as specified in the Schedule of Requirements. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
- 26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
- 26.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 26.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached,

the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the Maldives.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the Maldives; and
 - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of

any such proceedings or claim.

- 29.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.
- 29.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

30. Limitation of Liability

- 30.1 Except in cases of criminal negligence or wilful misconduct,
- (a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity and
 - (b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement

31. Change in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the Republic of Maldives (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics,

quarantine restrictions, and freight embargoes.

- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

- 33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

- 35.1 Termination for Default

- (a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by

written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Procuring Entity has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

- (a) The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

35.3 Termination for Convenience.

- (a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to the Republic of Maldives, or to the use of the products/goods, systems or services to be supplied, which arise from trade

regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause 35.3.

Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC clause reference	Special Conditions	
1.1(h)	The Procuring Entity is:	Ministry of Environment, Climate Change and Technology Green Building, Handhuvaree Hingun, Maafannu, Male', 20392, Republic of Maldives.
1.1 (m)	The Project Site(s)/Final Destination(s) is/are:	Male', Republic of Maldives
4.2 (b)	Interpretation	The version edition of Incoterms shall be 2010.
5.1	The language shall be:	English
8.1	For notices , the Procuring Entity's address shall be:	Ministry of Environment, Climate Change and Technology Green Building, Handhuvaree Hingun, Maafannu, Male', 20392, Republic of Maldives. Male', Tel: + 960 3018300 Fax: + 960 3018301 e-mail: waste@environment.gov.mv
9.1	The governing law shall be:	The Laws and Regulations of the Republic of Maldives
10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be:	Disputes shall be referred to adjudication or arbitration in accordance with the Arbitration Act of the Republic of Maldives – 10/2013

GCC clause reference	Special Conditions	
13.1	Details of Shipping and other documents to be furnished are:	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company in writing the full details of the shipment. In the event of Goods sent by airfreight, the Supplier shall notify the Procuring Entity a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall fax and then send by courier the following documents to the Procuring Entity, with a copy to the insurance company:</p> <ul style="list-style-type: none"> (i) One originals and two copies of the Supplier’s invoice, showing the Procuring Entity as the consignee; the Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original;; (ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked “freight prepaid” and showing Procuring Entity as the consignee and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, road consignment note, truck or air waybill, or multimodal transport document, marked “freight prepaid” and showing delivery through to final destination as per the Schedule of Requirements; (iii) two copies of the packing list identifying contents of each package; (iv) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary; (v) one original of the manufacturer’s or Supplier’s Warranty Certificate covering all items supplied; (vi) one original of the Supplier’s Certificate of Origin covering all items supplied; (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies; <p>For Goods from within the Maldives:</p>

GCC clause reference	Special Conditions	
		<p>Upon or before delivery of the Goods, the Supplier shall notify the Procuring Entity in writing and deliver the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Two originals and two copies of the Supplier's invoice, showing the Procuring Entity, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original; (ii) two copies of delivery note, road consignment note, truck or air waybill, or multimodal transport document showing Procuring Entity as the consignee and delivery through to final destination as stated in the Contract; (iii) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary; (iv) four copies of the packing list identifying contents of each package; (v) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied; (vi) one original of the Supplier's Certificate of Origin covering all items supplied; (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required); <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
15.1	Contract Price	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
16.1	Terms of payment	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment shall be made in Maldivian Rufiyaa (MVR) in the following manner:</p> <p>Advance Payment: Fifteen (15) percent of the Contract Price shall be paid on the request of the Supplier upon submission of the Bank Guarantee for the same, in the</p>

GCC clause reference	Special Conditions	
		<p>form attached in Annex II of this Contract. And issued from a bank acceptable to the Purchaser. The Advance Payment will be retained from each subsequent payment until full recovery of the Advance Payment.</p> <p>On Delivery: Ninety (90) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</p> <p>On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity.</p> <p>Retention: Five (5) percent of the Contract Price shall be retained from each payment as retention according to Public Finance Regulation</p>
16.5	Payment delays	Not Applicable
17.1	Taxes and Duties	The Supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed.
18.1	Performance Security	A Performance Security SHALL BE required
18.3	<p>If required, the Performance Security shall be in the form of:</p> <p>If required, the Performance security shall be denominated in</p>	<p>The performance security will be in the form of a “performance bond” in the amount(s) of 5 percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</p> <p>The performance security should be denominated in Maldivian Rufiyaa (MVR)</p>
18.4	Discharge of the Performance Security shall take place:	Discharge of the Performance Security shall take place: Discharge of the Performance Security shall be at the end of the Warranty Period.
23.2	The packing, marking and documentation within and outside the packages shall be:	<p>Ministry of Environment, Climate Change and Technology Green Building, Handhuvaree Hingun, Maafannu, Male', 20392, Republic of Maldives, Tel: + 960 3018300 Fax: + 960 3018301 e-mail: waste@environment.gov.mv</p>
24.1	The insurance coverage shall	The insurance coverage shall be as specified in the

GCC clause reference	Special Conditions	
	be:	Incoterms.
25.1	Responsibility for transportation of the Goods shall be:	As specified in the Incoterms.
27.1	The liquidated damage shall be:	one half of one percent (0.5%) per day.
27.1	The maximum amount of liquidated damages shall be:	The maximum amount of liquidated damages shall be: Ten (10%) percent of the Contract Price.
28.3	The period of the Warranty shall be: For purposes of the Warranty, the place(s) of final destination(s) shall be:	The period of validity of the Warranty shall be: A minimum of two (2) years for vessel excluding engine and generator and twelve (12) months for standard engine package and generator. For purposes of the Warranty, the place of final destination shall be after the Goods, have been delivered to and accepted at the final destination indicated in the SCC.
28.5	The period for repair or replacement shall be:	The period for repair or replacement shall be: within thirty (30) days of receipt of Notice.

Section IX. Contract Forms

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1. Contract Agreement

Procurement Reference:

THIS CONTRACT AGREEMENT is made

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) *[insert complete name of Procuring Entity]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of the Republic of Maldives, or corporation incorporated under the laws of Republic of Maldives]* and having its principal place of business at *[insert address of Procuring Entity]* (hereinafter called “the Procuring Entity”), and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”).

WHEREAS the Procuring Entity invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Procuring Entity and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement;
 - (b) Special Conditions of Contract;
 - (c) General Conditions of Contract;
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications);
 - (e) The Supplier’s Bid and original Price Schedules;
 - (f) The Procuring Entity’s Letter of Acceptance;
 - (g) *[Add here any other document(s)]*.
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to

provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services 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 Republic of Maldives on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed:

Name:

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

For and on behalf of the Supplier

Signed:*[signature of authorized representative(s) of the Supplier]*

Name:

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

2. Performance Security

[The issuing bank, as requested by the successful Bidder, 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 Procuring Entity]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (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 Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,² and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Procuring Entity's written request for such extension, such request to be presented to us 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.

.....
[signatures of authorized representatives of the bank]

¹ *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.*

² *Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee.*

3. Bank Guarantee for Advance Payment

[The bank, as requested by the successful Bidder, 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.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)³ in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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 Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date⁴]*. We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Procuring Entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

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

[signature(s) of authorized representative(s) of the bank]

³ *The issuing bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.*

⁴ *Insert the Delivery date stipulated in the Contract Delivery Schedule.*

