

# Maldives Industrial Fisheries Company Ltd

Block No. 389, Hilaalee Magu, Maafannu

Male, Maldives

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BID REFERENCE NO: MIFCO/KFC/GENSET/2022/001

**OPEN COMPETITIVE BIDDING**

**FOR**

**SUPPLY and INSTALLATION OF  
GENERATOR**



**CLOSED COMPETITIVE BIDDING FOR**  
**THE SUPPLY AND INSTALLATION OF DIESEL GENERATOR SET**  
**AT KOODDOO FISHERIES COMPLEX**

BID REFERENCE	MIFCO/KFC/GENSET/2022/001
LAST DATE AND TIME FOR RECEIPT OF BIDS	<b>4th October 2022 1:00 pm Male Time</b>
ADDRESS OF COMMUNICATION	Mr. Mohamed Shameem Manager, Technical Services and production Department, Maldives Industrial Fisheries Company, Hilaalee Magu, Maafannu, Male, Maldives



SECTION I:

INVITATION FOR BIDS (IFB)



**OPEN COMPETITIVE BIDDING FOR**  
**THE SUPPLY, INSTALLATION, SYNCHRONIZATION OF DIESEL GENERATOR SET**

**SECTION I.**  
**INVITATION FOR BIDS (IFB)**

1 Maldives Industrial Fisheries Company Ltd (MIFCO), a subsidiary of State Trading Organization Plc. is seeking to purchase a set of diesel-powered generator for one of its operating centres, Kooddoo, and install this generator set at the Power House in Kooddoo, install add this generator to the main power grid, synchronize with the existing power grid, test and commission the generator set.

1.1 Maldives Industrial Fisheries Company now invites bids from interested and eligible bidders for: Supply, conveyance, installation, synchronizing, testing and commissioning of 3 Phase, 50Hz, 415V, 1250 KVA Diesel Generator set including its panel board as per technical details given in Section V of this bid document. The generator set is to be synchronized with the existing power grid of Kooddoo Fisheries Complex.

Type of Generator Set	Basic Power	Centre	Qty
Diesel powered Heat Exchanger cooled	1250 kVA, 415/220V, 50Hz	Kooddoo Fisheries Complex, GA. Kooddoo, Maldives	One

2 The provisions in the Instructions to Bidders and in the General Conditions of contract (GCC) are based according to the guidelines set in this bid document.

2.1	All bids must be accompanied by a bid security as specified in the bid document and must be sent to designated delivery method to MIFCO within the time and date indicated above.
2.2	Site visits from Male to Kooddoo will have to be arranged by the bidder and date and time of visit must be informed to MIFCO at least 2 days before the date of visit.



**SECTION II:**  
**INSTRUCTIONS TO BIDDER**  
**(Bid Data Sheet)**



## SECTION II: INSTRUCTIONS TO BIDDERS

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## A. Introduction

<b>1. Eligible Bidders</b>		
	1.1	Invitation for bids is open to suppliers of Cummins Diesel generators who are authorized by any authentic Cummins supplier.
	1.2	A bidder should not be a party that has undertaken any project with MIFCO in the past that has not been delivered completely.
	1.3	A bidder should not be a party that has association with a party that has undertaken any project with MIFCO in the past that has not delivered completely.
	1.4	A bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any court of law in the Maldives.
<b>2. Cost of Bidding</b>		
	2.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and <b>Maldives Industrial Fisheries Company</b> , hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## B. The Bidding Documents

### 3. Content of Bidding Documents

3.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- a. Instruction to Bidders (ITB) ;
- b. General Conditions of Contract (GCC);
- c. Special Conditions of Contract (SCC);
- d. Schedule of Requirements;
- e. Technical Specifications;
- f. Qualification Requirements;
- g. Bid Form, Price Schedule,
- h. Contract Form;
- i. Performance Form;
- j. Manufacturer' s Authorization Form;
- k. Bank Guarantee for Advance Payment Form;
- l. Bid Security Form



3.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

#### 4. Clarification of Bidding Documents

- 4.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing by email at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than 15 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders which have received the bidding documents.

#### 5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 5.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing and will be binding on them.
- 5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

### C. Preparation of Bids

#### 6. Language of Bid

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

#### 7. Documents Constituting the Bid

- 7.1 The bid prepared by the Bidder shall comprise the following components:
- (a) A Bid Form and a Price Schedule completed as described in the form.
  - (b) A bid security furnished in accordance with ITB Clause 12





## 8. Bid Form

- 8.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity and prices.

## 9. Bid Prices

- 9.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract. However, Bidders shall quote for the complete requirement of goods and services specified under the schedule on a single responsibility basis, failing which such bids will not be taken into account for evaluation and will not be considered for award.
- 9.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- I. the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable:
    - (a) on components and raw material used in the manufacture or assembly of goods quoted  
ex-works or ex-factory; or
    - (b) On the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the- shelf.
  - II. Any Maldivian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
  - III. the price of other incidental services listed in Clause 8 of the Special Conditions of Contract.
- 9.3 The Bidder's separation of the price components in accordance with ITB Clause 9.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 9.4 Fixed Price. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 21.



## 10. Bid Currencies

- 10.1 Prices shall be quoted in United States Dollars:

## 11. Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, the documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:
- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized (as per authorization form in Section X) by the goods' Manufacturer or producer to supply the goods in Maldives.

## 12. Bid Security

- 12.1 Pursuant to ITB clause 7, the bidder shall furnish, as part of its bid, a bid security in the amount as specified in Section V – Schedule of Requirements.
- 12.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 12.7.
- 12.3 Bid security will be denominated in United States Dollars and shall
- (a) At the bidder's option, be in the form of either a certified cheque, letter of credit, a demand draft, or a bank guarantee from a Bank located in the Maldives or by a reputable banking institution selected by the bidder and located abroad. A e-copy of the original is accepted with Bid Submission.
- (b) be substantially in accordance with one of the forms of bid security included in Section XI or other form approved by the Purchaser prior to bid submission.
- (c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 12.7 are invoked.
- (d) be submitted in its original form upon bid finalisation; copies will not be accepted after finalisation.
- (e) Remain valid for original validity period of the bid, or beyond any period of extension subsequently requested under ITB clause 13.2
- 12.4 Any bid not secured in accordance with ITB Clauses 12.1 and 12.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 21.
- 12.5 Unsuccessful bidder's bid securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause 13.
- 12.6 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 29, and furnishing the performance security, pursuant to ITB Clause 30.
- 12.7 The bid security may be forfeited:
- (a) if a Bidder (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or (ii) does not accept the correction of errors



- pursuant to ITB Clause 21.2; or
- (b) in case of a successful Bidder, if the Bidder fails:
- (i) to sign the Contract in accordance with ITB Clause 29; or
  - (ii) to furnish performance security in accordance with ITB Clause 30.

### **13. Period of Validity of Bids**

- 13.1 Bids shall remain valid for **90** days after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 16. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 13.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing by email. The bid security provided under ITB Clause 12 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 13.3 Bid evaluation will be based on the original bid prices.

### **14. Format and Signing of Bid**

- 14.1 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 14.2 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.
- 14.3 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.



## D. Submission of Bids

### 15. Marking of Bids

15.1 The documents shall:

(a) Be addressed to the Purchaser at the following address:

**Mr. Mohamed Shameem,  
Manager, Technical Services and Production Department,  
Maldives Industrial Fisheries Company,  
Hilaalee Magu, Maafannu,  
Male, Maldives.**

(b) bear the Project Name, **Supplying of Generator to Kooddoo Fisheries Complex**, the Invitation for Bids (IFB) title and number.

15.4 The Purchaser will assume no responsibility for the bid's misplacement or failure to deliver to the mentioned address.

### 16. Deadline for Submission of Bids

16.1 Bids must be received by the Purchaser at the address specified under ITB Clause 15.2 (a) no later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

16.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 5, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### 17. Late Bids

17.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 16, will be rejected and/or returned unopened to the Bidder.



### 18. Modification and Withdrawal of Bids

18.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 15. A withdrawal

notice may also be sent by email but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

- 18.3 No bid may be modified subsequent to the deadline for submission of bids.
- 18.4 No bid may be withdrawn 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 form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 12.7.

## **E. Bid Opening and Evaluation of Bids**

### **19. Opening of Bids by the Purchaser**

- 19.1 The Purchaser will open all bids, after 14:00 Hrs on **4th October 2022**.
- 19.2 No bid shall be rejected at bid opening, except for late bids, which shall be left unopened to the Bidder pursuant to ITB Clause 17.

### **20. Clarification of Bids**

- 20.1 During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

### **21. Preliminary Examination**

- 21.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Agents, without proper authorization from the manufacturer as per Section X, shall be treated as non-responsive.
- 21.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.



- 21.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 21.4 Prior to the detailed evaluation, pursuant to ITB Clause 22, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 7), Warranty (GCC Clause 15), Force Majeure (GCC Clause 25), Limitation of liability (GCC Clause 29), Applicable law (GCC Clause 31), and Taxes & Duties (GCC Clause 33) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

## 22. Evaluation and Comparison of Bids

- 22.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 21.
- 22.2 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) Future sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
  - (b) Any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.

## 23. Contacting the Purchaser

- 23.1 Subject to ITB Clause 20, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.
- 23.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.



## **F. Award of Contract**

### **24. Post-qualification**

- 24.1 There will be no post- qualification check for a bidder after a successful bidder is chosen.

### **25. Award Criteria**

- 25.1 Subject to ITB Clause 27, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid.

### **26. Purchaser's right to vary Quantities at Time of Award**

- 26.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 15 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

### **27. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**

- 27.1 The Purchaser 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 the affected Bidder or bidders.

### **28. Notification of Award**

- 28.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.
- 28.2 The notification of award will constitute the formation of the Contract.
- 28.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 30, the Purchaser will promptly notify the name of the winning bidder to each unsuccessful Bidder.
- 28.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 12.



## 29. Signing of Contract

- 29.1 At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 29.2 Within 21 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

## 30. Performance Security

- 30.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser. The amount of Performance Security shall be 5% of the total contract value.
- 30.2 Failure of the successful bidder to comply with the requirement of ITB Clause 29.2 or ITB Clause 30.1 shall constitute sufficient grounds for the annulment of the award and the forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

## 31. Corrupt or Fraudulent Practices

- 31.1 It is the policy of Mifco that Bidders, Suppliers, and Contractors, and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers under Mifco's contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, Mifco:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the





knowledge of the borrower, designed to establish bid prices at artificial, noncompetitive levels; and

(iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(v) "Obstructive practice" is:

deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

(a) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

31.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 24.1 (c) of the General Conditions of Contract.



**SECTION III:**

**GENERAL CONDITIONS OF CONTRACT**



**SECTION III: GENERAL CONDITIONS OF CONTRACT**

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# General Conditions of Contract

## 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- (h) "The Purchaser's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The Project Site" , where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.

## 2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.



### 3. Country of Origin

3.1 For purposes of this Clause "origin" means the place where the Goods are mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.2 The origin of Goods and Services is distinct from the nationality of the Supplier.

### 4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

### 5. Use of Contract Documents and Information

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.



## 6. Patent Rights

6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in Maldives.

## 7. Performance Security

7.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The Performance Security shall be denominated in United States Dollars and shall be in one of the following forms:

- (a) A Bank guarantee or irrevocable Letter of Credit, issued by a nationalized/scheduled bank located in Maldives or a bank located abroad acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
- (b) A cashier's cheque, certified cheque, or demand draft.

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC.

## 8. Inspections and Tests

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance,



including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## 9. Packing

9.1 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit 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.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

## 10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

## 11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured in Maldivian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.



## 12. Transportation

12.1 The Purchaser shall arrange under the Contract to transport the Goods to a the place of destination within Maldives defined as Project site.

## 13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, 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.

## 14. Spare Parts

14.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:



- (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
- (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

## 15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 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 Contract, or for 18 months after the date of shipment from the place of loading whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## 16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.



16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.

16.4 Payment shall be made in United States Dollar

## 17. Prices

17.1 Prices charged by the Supplier for Goods delivered and 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 SCC or in the Purchaser' s request for bid validity extension, as the case may be.

## 18. Change Orders

18.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, 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 Purchaser;
- (b) The method of shipping or packing;
- (c) The place of delivery; and/or
- (d) The Services to be provided by the Supplier.

18.2 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 delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.



## 19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## 20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

## 21. Subcontracts

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

## 22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.



### 23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in 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 SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

### 24. Termination for Default

24.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 34, in competing for or in executing the Contract.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.



## 25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, 24, 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.
- 25.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser 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.

## 26. Termination for Insolvency

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

## 27. Termination for Convenience

- 27.1 The Purchaser, by written 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and



prices; and/or

- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

## 28. Settlement of Disputes

28.1 The Purchaser 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.

28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser 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.

28.2.1 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.

28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

28.3 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 Purchaser shall pay the Supplier any monies due the Supplier.

## 29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,

- (a) The Supplier shall not be liable to the Purchaser, 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 Purchaser; and



- (b) The aggregate liability of the Supplier to the Purchaser, 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.

### 30. Governing Language

30.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

### 31. Applicable Law

31.1 The Contract shall be interpreted in accordance with the laws of the Republic of Maldives

### 32. Notices

32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by e-mail or facsimile and confirmed in writing to the other Party' s address specified in SCC.

32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### 33. Taxes and Duties

33.1 Suppliers shall be entirely responsible for all taxes, duties, and license fees etc., incurred until delivery of the contracted Goods to the Purchaser.

### 34. Fraud and Corruption (mentioned in clause 24)

34.1 It is the Company' s policy that Bidders, Suppliers, and Contractors, and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers undertaking the company' s contracts or works, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Company.

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;



- (ii) "Fraudulent practice means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - (iii) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, noncompetitive levels; and
  - (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
  - (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 Company 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 Company' s inspection and audit rights provided for under sub – clause 34.1 (d) below.
- (b) will reject a proposal for award if it determines that the Bidder, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 24.1 (c) of the General Conditions of Contract.





SECTION IV:

SPECIAL CONDITIONS OF CONTRACT



## SECTION IV:

### SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

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## Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

### 1. Definitions (GCC Clause 1)

- (a) The Purchaser is Maldives Industrial Fisheries Company Ltd.
- (b) The Supplier is : .....

### 2. Country of Origin (GCC Clause 3)

All countries in Asia, Europe North America, and South America and Australia are eligible for provision of goods and services.

### 3. Performance Security (GCC Clause 7)

- 3.1 Within 21 days after the Supplier' s receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the contract value, valid up to 60 days after the date of completion of performance obligations including warranty obligations.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.

- 3.2 Substitute Clause 7.3 (b) of the GCC by the following:

A cashier' s cheque or banker' s certified cheque or crossed demand draft or pay order drawn in favour of  
**Maldives Industrial Fisheries Company Ltd.**

- 3.3 Substitute Clause 7.4 of the GCC by the following:

The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier' s performance obligations, including the warranty obligation, under the contract.



3.4 Add as Clause 7.5 to the GCC the following:

In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.

#### 4. Inspection and Tests (GCC Clause 8)

The following inspection procedures and tests are required by the Purchaser:

(i) The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of contract. Following broad test procedure will generally be followed for inspection and testing of machine.

- The supplier will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report and manufacturer's warranty certificate.
- The purchase will test the equipment after completion of the installation and commissioning at the site of the installation.
- For site preparation, the supplier should furnish all details to the purchaser sufficiently in advance so as to get the works completed before receipt of the equipment.
- Complete items/ accessories as specified in Section V should be supplied, installed and commissioned properly by the supplier prior to commencement of performance test.

(ii) The acceptance test will be conducted by the purchaser/their consultant or any other person nominated by the purchaser, at its option. The acceptance will involve trouble free operation for seven consecutive days. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure any part of hardware or excessive heating of motors attached or bugs in the software should occur. All the software, if any, should be complete and no missing modules/sections will be allowed. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified.

(iii) In the event of the equipment failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test,

failing which the purchaser reserves the rights to get the equipment replaced by the supplier at no extra cost to the purchaser.

Add the following new GCC Clauses:

**GCC 8.6** Manuals and Drawings

8.6.1 Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation manual, maintenance manual and parts catalogues of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate and maintain the equipment as stated in the specifications.

8.6.2 The manuals shall be in the ruling language (English) and in such form and numbers as stated in the contract.

8.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals have been supplied to the Purchaser.

**GCC 8.7** For the System & Other Software the following will apply:

The Supplier shall provide complete and legal documentation of hardware, all sub-systems, operating systems, compiler, system software and the other software, as applicable. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The supplier shall also indemnify the purchaser against any levies/penalties on account of any default in this regard.

**GCC 8.8** Acceptance Certificates:

8.8.1 On successful completion of acceptability test, receipt of deliverables etc. and after the purchaser is satisfied with the working of the system, the acceptance certificate signed by the supplier and the representative of the purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

**5. Packing (GCC Clause 9)**

Add as Clause 9.3 of the GCC the following:

Packing Instructions: The Supplier will be required to make separate packages for each

Consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

i) Project ii) Contract No. iii) Country of Origin of Goods iv) Supplier's Name, and v) Packing list reference number.

## **6. Delivery and Documents (GCC Clause 10)**

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by email/fax the full details of the shipment including contract number, delivery order number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) 4 Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price and total amount;
- (ii) Delivery order/acknowledgment of receipt of goods from the consignee(s);
- (iii) 4 Copies of packing list identifying the contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) Certificate of Origin.

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

## **7. Insurance (GCC Clause 11)**

For delivery of goods from Male' to site, the insurance shall be obtained by the Buyer from "warehouse to warehouse" (final destinations) on "All Risks".

## **8. Incidental Services (GCC Clause 13)**

The following services covered under Clause 13 shall be furnished and the cost shall be included in the contract price:

- a. Performance of the onsite assembly, commissioning and start-up of the equipment.

- b. Furnishing the detailed operation, maintenance and parts manuals for each item of the supply at each location.
- c. Training the purchaser personnel at the supplier' s office or other facility, in the installation and operation of the equipment.
- d. Maintenance and repair of the equipment at each location during the warranty period including supply of all spares. This shall not relieve the supplier of any warranty obligation under this contract.

### 9. Spare Parts (GCC Clause 14)

Add as Clause 14.1 to the GCC the following:

Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares. Supplier shall ensure the availability of after sales service for warranty period.

### 10. Warranty (GCC Clause 15)

- (i) G.C.C. Clause 15.1:

In partial modification of the provisions, the warranty period for the works delivered by the Supplier shall be 36 months from date of completion of the works. Warranty period for the goods delivered under the contract shall be the manufacturers' warranty period starting from the date of acceptance of Goods or additional. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4 ;
- (ii) Substitute Clause 15.2 of the GCC by the following:

"Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, free

of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months.”

(iii) GCC Clauses 15.3 and 15.4:

The period for correction of defects in the warranty period is 20 days.

The supplier shall guarantee a 98% uptime of the system.

If the system gives continuous trouble, more than 3 times in one month during the warranty period, the supplier shall replace the system with new system without any additional cost to the purchaser.

#### Maintenance Service

- i) Free maintenance services shall be provided by the Supplier during the period of warranty.
- ii) The maximum response time for maintenance complaint from any of the destinations specified in the Schedule of Requirements (i.e. time required for supplier’ s maintenance engineer to report at the installation after a request call/telegram is made or letter is written) shall not exceed 96 hours.
- iii) It is expected that the average downtime of the item (system) will be less than half the maximum downtime (i.e. defined as number of days for which an item of equipment is not usable because of inability of the supplier to repair it) as mentioned in the form of technical details. In case an item is not usable beyond the stipulated maximum downtime the supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for a penalty of US\$ 50 per day. The amount of penalty will be recovered from the Performance Security guarantee during warranty period.

## 11. Payment (GCC Clause 16)

Payment for Goods and Services shall be made in United States Dollars as follows:

- i) 15% of Total price of Schedule I will be paid on signing of the contract, upon



- presentation of claim by an invoice.
- ii) 15% of total price of Schedule II will be paid upon mobilization of installation team at site.
  - iii) 40 % of the total Price of schedule I and 40% of total price of Schedule II shall be paid to the supplier within 30 days of accepting the delivery and acceptance of all items in schedule I, upon presentation of claim by an invoice.
  - iv) 40% of the total price of Schedule I and 40% of the total price of Schedule II shall be paid to the supplier on the successful installation, commissioning and final acceptance, within 30 days after the date of acceptance of final certificate issued by the purchaser' s representative for the respective delivery, upon presentation of claim by an invoice.
  - v) Remaining 5% of the total contract price shall be paid after 12 months after the date of acceptance of final certificate issued by the purchaser' s representative for the respective delivery.

## 12. Prices (GCC Clause 17)

17.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

## 13. Sub-contracts (GCC Clause 21)

Add at the end of GCC sub-clause 21.1 the following:

Sub-contract shall be only for bought-out items and sub-assemblies

## 14. Liquidated Damages (GCC Clause 23)

14.1 For delays:

GCC Clause 23.1 -- The applicable rate is 0.07% per week and the maximum deduction is 10% of the contract price.

## 15. Settlement of Disputes (Clause 28)

The dispute settlement mechanism to be applied pursuant to GCC Clause 28.2.2 shall be as

follows:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with prevailing laws of the Republic of Maldives.
- (b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with the prevailing laws of the Republic of Maldives.

**16. Notices (Clause 32)**

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser:

**Maldives Industrial Fisheries Company Ltd  
Hilaalee Magu  
Maafannu  
Male, Maldives**

Supplier: (To be filled in at the time of Contract signature)

.....  
.....  
.....  
.....

**17. Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:**

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity dispatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from;  
Consignee / Purchaser with date
- Date of completion of entire Contract including incidental services, if any; and



- Date of receipt of entire payments under the Contract

(In case of stage-wise inspection, details required may also be specified).

### **18. Right to use defective equipment:**

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

### **19. Supplier Integrity:**

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

### **20. Supplier's Obligations:**

The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The Supplier will abide by the job safety measures prevalent in the Maldives and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

### **21. Patent Rights:**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the

compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

## **22. Site Preparation and Installation:**

The Purchaser is solely responsible for the construction of the hardware sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the hardware.

## **23. Hardware Installation:**

The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies. The Supplier will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.

## **24. Hardware Maintenance:**

The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine (*to modify as considered appropriate for each case*) worked on a quarterly basis.

If any critical component of the entire configuration is out of service for more than three days, the Supplier shall either immediately replace the defective unit or replace it at its own cost.

The Supplier will respond to a site visit and commence repair work on the equipment within 24 hours of being notified of equipment malfunction.

## **25. Technical Documentation:**

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

SECTION V:  
SCHEDULE OF REQUIREMENTS





## SCHEDULE OF REQUIREMENTS

	Brief Description	Unit	Quantity	Delivery Schedule	Place of Delivery	Bid Security in US \$
<b>SCHEDULE 1</b>	Diesel Generator Set as specified in the Technical Specifications.	SET	<b>One</b>	Within 90 days from the date of award of contract	MIFCO Head Office/Male' Port, Maldives	US \$ 15000.00 <b>(SOFT COPY OF ATTESTED ORIGINAL TO BE DELIVERED WITH PROPOSAL)</b>
	Panel Board accessories for the generator and all necessary items as described in the technical specifications. (Panel Board items to be listed)	Package	<b>One</b>	Within 90 days from the date of award of contract.	MIFCO Head Office/Male' Port, Maldives	
	Sea water cooled Heat exchanger suitable for the cooling of the generator. Contractor is to provide the size, constructed material and designed water flow rate of the heat exchanger	No	<b>One</b>	Within 90 days from the date of award of contract.	MIFCO Head Office/Male' Port, Maldives	
	All other accessories needed for the installation of generator (Please list items and quantities in detail)	Package	<b>One</b>	Within 90 days from the date of award of contract.	MIFCO Head Office/Male' Port, Maldives	
	Provision of Operation Manual, Shop manual and Parts Catalogue for the generator and other related accessories.	Sets	<b>Three</b>	At the time of installation.	MIFCO Head Office/Male' Port, Maldives	

SECTION VI:

TECHNICAL SPECIFICATIONS



**SECTION VI:**  
**TECHNICAL SPECIFICATIONS**  
**(Specification are not limited to what is specified)**

**1. Specification of Generator**

**1.1 Cummins Diesel Generator Set KTA 50 Series with standard equipment and accessories.**

**a. Generator set Specification**

Prime Power	1250 kVA
Output Voltage & Frequency	415 V, 50 Hz
Power Factor	0.8 (lag)
No. of Phases	3 Phase

**b. Engine Specification**

Make	Cummins
Model	KTA 50 G3
No. of Cylinders	16 'Vee'
Aspiration	Turbocharged – After cooled
Bore& Stroke	159 mm x 159 mm
Displacement	50.3 ltrs.
Output – Prime	1470 bhp (1097 kWe)
Method of Cooling	Liquid to Liquid shell &Tube Heat Exchanger type (Water/sea water)
Medium of Cooling	Sea water
Governor / Class	Electronics / A1
Coolant Capacity (engine + Heat Exchanger)	> 440 Ltrs
Sea water flow across Heat Exchanger	Should be adequate to cool the engine at generator full load.
Exhaust Temperature	529 °C





**c. Alternator Specifications**

Make:	Stamford
Frame size / Model No.	HCK6Z
Voltage regulation	±0.5%
Insulation	Class H
Standard Enclosure	IP 23
Winding Pitch	2 / 3 Pitch
Stator winding	Double layer lap
Rotor	Dynamically balanced
Wave form Distortion	No load <1.8%, no distortion
Telephone interference factor	Better than 50
Total harmonic Factor	Better than 2%

**d. Conformance Standards:**

IS/IEC 60034-1, IS 1460, ISO 8528, ISO 3046, IS 13018, ISO 9001

**e. Accessories:**

Silencer suitably optimized to reduce noise

Sturdy base rail

4 Nos. 12 V dry uncharged batteries with connecting leads and terminals.

Heavy duty air cleaner.

**2. Control Panel**

**a. Control Instruments**

1. The generator governor controller, voltage regulator, sensors and switches should be fixed, equivalent to connect Deep Sea module.
2. Standard generator control system to provide voltage regulation, engine protection, alternator protection, operator interface and isochronous governing.
3. Automatic engine battery charger of charging current 5A/24VDC for offline charging, and additional 10A/24VDC charger for online charging with charging ampere meter. Relays and contactors shall be used with proper ampere rating.



## **b. Panel cubicle**

1. Existing cubicle of generator No 1 will be used as the panel board cubicle for this generator.
2. Components such as isolators, bus bars relays, switches, earth fault protectors and instruments to be from reputable manufactures and shall meet relevant international standards.
3. Main Breaker in the panel board is to be replaced by a new ACB draw out type 2500 Amps.
4. Synchronize panel to be fixed with Deep Sea module Model: DSE 8610 MKII and other protective modules including earth fault protection, for load sharing and controls.
5. Copper Bus bar suitably braced to cater for 4.8 MW electric power. 2 number busbars for each phase of sizes 1200 mm long x 120mm wide x 10 mm thick to be added to main bus bar for this 1250 kVA gen set.
6. Adequate ventilation is to be provided to the panel board.

## **3. Exhaust Piping**

1. Size of the piping to be standard for the generator set with muffler.
2. Exhaust to vent out of the powerhouse over the roof. The muffler should be installed outside the powerhouse building
3. Fixing structure of the exhaust to be permanent and sturdy, duly painted and protected against harsh weather.
4. Exhaust and silencer piping inside the powerhouse should be properly insulated with rock wool and wound with net and then followed by cladding all around with SUS 304 sheets of thickness 1.5 mm.

## **4. Heat Exchanger**

1. Shell and Tube Heat exchanger to use running sea water as medium of cooling.
2. Size, brand, model, designed water circulation rate and material of construction are to be given by the bidder



## 5. . Cables and Cable tray

1. Main cables and cable tray should be fixed 5000 mm above the ground level; to give space inside power house for the movements for repair and maintenance works of existing generators.

## 6. Fuel line

1. Fuel line is to be directly laid from fuel day-tank which installed outside the power house and fuel return line is to be connected to the same tank.

### SECTION VI-A QUALIFICATION REQUIREMENTS

(Referred to in Clause 11.1 of ITB (Bid Data Sheet))

1. The bidder should present evidence that the bidder is an authorized supplier of the products or equipment the bidder is offering. This can be in the form of a written document by the manufacturer of the products or equipment specified in the 'Schedule of Requirements' , duly sealed and signed by the manufacturer or by another authorized representative, dealer or supplier. If the certification is by another authorized representative, dealer or supplier, a copy of the original authorization to this representative, dealer or distributor by the original manufacturer of the equipment should be provided. The manufacturer' s authorization should be in prescribed format assuring full guarantee and warranty obligations as per GCC and SCC and a prescribed in Section X.



SECTION VII:

BID FORM AND PRICE SCHEDULE



**SECTION VII/1: BID FORM**

Date :.....

IFB No :.....

TO: Maldives Industrial Fisheries Company Ltd.

Gentlemen and/or Ladies :

Having examined the Bidding Documents including Addenda Nos..... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the generator, its panel board and installation, testing and commissioning of the generator in conformity with the said bidding documents for the sum of ..... *(Total bid amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to ..... percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for the Bid validity period specified in Clause 13.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below :

Amount	Dollar	
Name and address of agent		Purpose of Commission or gratuity



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(if none, state "none" ).

Until a formal contract is prepared and executed, this bid, together with your written

acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in the Maldives.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this ..... day of ..... 20 .....

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(in the capacity of)*

Duly authorized to sign Bid for and on behalf of





	for Installation. (Items are to be listed individually)								
II	Installation of generator set with heat exchanger and exhaust piping.								
II	Installation of Panel board items, electrical connections, synchronization with the existing generators, testing and commissioning.								

*Note: In case of discrepancy between unit price and total price, the unit price shall prevail.*

Signature of the Bidder: \_\_\_\_\_

Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Place:

Date:





## SECTION VII/3: DELIVERY SCHEDULE

(SAMPLE FORM)



Signature of the Bidder \_\_\_\_\_

Schedule No.	Serial No	Description of Goods and services.	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Bidder' s offered Delivery date [to be provided by the bidder]
1	1	Diesel Generator Set	One	SET		
1	2	Shell and Tube Heat Exchanger	One	unit		
		Parts for panel board)	One	Lot		
		Individual Items supplying for Installation.	One	Lot		
2	3	Installation of generator including heat exchanger, exhaust piping and fixtures.	One	Lot		
2	4	Installation of Panel board items, electrical connections, synchronization with the existing generators, testing and commissioning.	One	Lot		

Business Address \_\_\_\_\_

*Seal of the Bidder*

SECTION VIII:

CONTRACT FORM



## SECTION VIII: CONTRACT FORM



THIS AGREEMENT made the .....day of....., 20... Between ..... (*Name of purchaser*) of ..... (*Country of Purchaser*) (hereinafter called "the Purchaser") of the one part and ..... (*Name of Supplier*) of ..... (*City and Country of Supplier*) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., ..... (*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 ..... (*Contract Price in Words and Figures*) (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 be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form, Price Schedule and Delivery Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser 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.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:



Sl.No	Brief Description of Goods & Services	Quantity to be supplied	Unit Price	Total Price	Delivery Terms	Total Value	Delivery Schedule

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said ..... (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

said ..... (For the Supplier)

in the presence of:.....



SECTION IX:

PERFORMANCE SECURITY FORM



SECTION IX/1. PERFORMANCE SECURITY FORM

To: (Name of Purchaser)  
WHEREAS ..... (Name of Supplier)  
hereinafter called "the Supplier" has undertaken , in pursuance of Contract (Notification of Award) No..... dated,..... 20... to supply.....  
.....(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:  
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors

.....  
.....  
.....

Date.....20....

Address:.....

.....  
.....



SECTION X:

Manufacturer' s Authorization Form





SECTION X

(Please see Clause 11.1) of Instructions to Bidders)

MANUFACTURERS' AUTHORIZATION FORM\*

No. \_\_\_\_\_ dated

To

Dear Sir:

IFB No.

We \_\_\_\_\_ who are established and reputable manufacturers of  
*(name and description of goods offered)* having factories at \_\_\_\_\_ *(address of*  
*factory)* do hereby authorize M/s \_\_\_\_\_ *(Name and address of Agent)* to  
submit a bid, and sign the contract with you for the goods manufactured by us against  
the above IFB.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions  
of Contract and Clause 10 of the Special Conditions of Contract for the goods and  
services offered for supply by the above firm against this IFB.



Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.

- \* Modify this format suitably in case where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited.



SECTION XI:

Bid Security Form



**SECTION XI: BID SECURITY FORM**

Whereas .....1 (hereinafter called "the Bidder" ) has submitted its bid dated ..... (date of submission of bid) for the supply of ..... (name and/or description of the goods) (hereinafter called "the Bid" ).

KNOW ALL PEOPLE by these presents that WE ..... (name of bank) of ..... (name of country), having our registered office at ..... (address of bank) (hereinafter called "the Bank" ), are bound unto ..... (name of Purchaser) (hereinafter called "the Purchaser" ) in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_ day of \_\_\_\_\_ 20\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder
  - (b) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (c) does not accept the correction of errors in accordance with the ITB; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (d) fails or refuses to execute the Contract Form if required; or
  - (e) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.



This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the Bank)

---

1 Name of Bidder

