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**Ministry of Finance and Planning**

Republic of Maldives

**BIDDING DOCUMENT**

**For**

**Procurement of Wide Area Network (WAN) Infrastructure and Comprehensive Upgrade for MNDF**

**TES/2024/NC-005**

**January 6, 2025**

National Tender

Ministry of Finance and Planning

Republic of Maldives

**Standard Tendering Document**

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**PART 1 Tendering Procedures**

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**Section I - Instructions to Tenderers (ITT)**

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| 1. **General** | | | | | | | | | | | | | | | | | | | | | | |
| **Scope of Tender** |  | | | | | | | | | | | | | | | | | | | | | |
| The Employer, as **indicated in the BDS**, issues this Tender Document for the procurement of the Works as specified in Section VI (Employer’s Requirements). The name, identification, and number of contracts (lots) of this tendering are **provided in the BDS**. | | | | | | | | | | | | | | | | | | | | | | |
| Throughout this Tendering Document:  (a) the term “in writing” means communicated in written form and delivered against receipt;  (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and  (c) “day” means calendar day. | | | | | | | | | | | | | | | | | | | | | | |
| **Source of Funds** |  | | | | | | | | | | | | | | | | | | | | | |
| The Procuring Entity (Employer) has an approved budget from the Government of the Maldives which has been allocated towards the project indicated in the **BDS**. The Procuring Entity intends to apply the allocated funds to eligible payments under contract(s) for which this Tender Document is issued. | | | | | | | | | | | | | | | | | | | | | | |
| 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. | | | | | | | | | | | | | | | | | | | | | | |
| **Fraud and Corruption** | | | |  | | | | | | | | | | | | | | | | | | |
| It is the Government’s policy to require that Procuring Entities, as well as Tenderers, suppliers, contractors and their subcontractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:  (a) defines, for the purposes of this provision, the terms set forth below as follows:  (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;  (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;  (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;  (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;  (v) "obstructive practice" is  (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or  (bb) acts intended to materially impede the exercise of the Government’s inspection and audit rights provided for under sub-clause 3.1 (e) below.  (b) will reject a proposal for award if it determines that the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;  (c) will cancel in whole or in part a contract if it determines at any time that representatives of the Procuring Entity engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Government having taken timely and appropriate action satisfactory to address such practices when they occur;  (d) will suspend a firm or individual from participation in public procurement, by declaring it ineligible for a stated period of time, to be awarded a Government funded contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive orobstructivepractices in competing for, or in executing, a Government funded contract. The list of suspended firms is available at the electronic address specified in the **BDS**; and  (e) will have the right to require that a provision be included in tender documents and in contracts, requiring Tenderers, suppliers, and contractors and their sub-contractors to permit the Employer to inspect their accounts and records and other documents relating to the Tender submission and contract performance and to have them audited by auditors appointed by the Government.  Furthermore, tenderers shall be aware of the provision stated in GCC Sub-Clauses 22.2 and 56.2 (h). | | | | | | | | | | | | | | | | | | | | | | |
| **Eligible Tenderers** |  | | | | | | | | | | | | | | | | | | | | | |
| A Tenderer may be a natural person, private entity, or government-owned entity—subject to ITT 4.6—or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. Unless otherwise **stated in the BDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. | | | | | | | | | | | | | | | | | | | | | | |
| A Tenderer, and all parties constituting the Tenderer, shall have the nationality of an eligible country, in accordance with Section V (Eligible Countries). A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the rules and regulation of Maldives. 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. | | | | | | | | | | | | | | | | | | | | | | |
| A Tenderer shall meet the following criteria to be eligible to participate in public procurement:  have the legal capacity to enter into the contract;  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;  have fulfilled its obligations to pay taxes.  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  not have a conflict of interest in relation to the procurement requirement in accordance with Sub-Clause 4.4.  shall be a contractor who falls in to the grades of National Contractors Registry as **specified in the BDS.** | | | | | | | | | | | | | | | | | | | | | | |
| A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if :  they have a controlling partner in common; or  they receive or have received any direct or indirect subsidy from any of them; or  they have the same legal representative for purposes of this Tender; or  they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Employer regarding this tendering process; or  a Tenderer participates in more than one Tender in this tendering process. Participation by a Tenderer in more than one Tender will result in the disqualification of all Tenders in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one Tender; or  a Tenderer or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Tender; or  a Tenderer, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract. | | | | | | | | | | | | | | | | | | | | | | |
| A Tenderer that has been suspended from participation in public procurement by the Government in accordance with ITT 3, at the date of the deadline for Tender submission or thereafter, shall be disqualified. | | | | | | | | | | | | | | | | | | | | | | |
| Government-owned enterprises in the Employer’s country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Employer. | | | | | | | | | | | | | | | | | | | | | | |
| Tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request. | | | | | | | | | | | | | | | | | | | | | | |
| In case a prequalification process has been conducted prior to the tendering process, this tendering is open only to prequalified Tenderers. | | | | | | | | | | | | | | | | | | | | | | |
| **Eligible Materials, Equipment and Services** | | | | | | | | | | | | | | | |  | | | | | | |
| The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITT 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer’s request, Tenderers may be required to provide evidence of the origin of materials, equipment and services. | | | | | | | | | | | | | | | | | | | | | | |
| For purposes of ITT 5.1 above, “origin” means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components. | | | | | | | | | | | | | | | | | | | | | | |
| 1. **Contents of Tendering Document** | | | | | | | | | | | | | | | | | | | | | | |
| **Sections of Tendering Document** | | | | | | | |  | | | | | | | | | | | | | | |
| The Tendering Document consist of Parts 1, 2 and 3 which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT 8.  **PART 1 Tendering Procedures**  Section I - Instructions to Tenderers (ITT)  Section II - Bid Data Sheet (**BDS**)  Section III - Evaluation and Qualification Criteria  Section IV - Tendering Forms  Section V - Eligible Countries  **PART 2 Requirements**  Section VI – Employer’s Requirements  **PART 3 Conditions of Contract and Contract Forms**  Section VII - General Conditions of Contract (GCC)  Section VIII - Particular Conditions (PCC)  Section IX - Contract Forms | | | | | | | | | | | | | | | | | | | | | | |
| The Invitation for Tenders issued by the Employer is not part of the Tendering Document. | | | | | | | | | | | | | | | | | | | | | | |
| The Employer is not responsible for the completeness of the Tendering Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Tenders. | | | | | | | | | | | | | | | | | | | | | | |
| The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tendering Document. Failure to furnish all information or documentation required by the Tendering Document may result in the rejection of the Tender. | | | | | | | | | | | | | | | | | | | | | | |
| **Clarification of Tendering Document, Site Visit, Pre-Tender Meeting** | | | | | | | | | | | | | | | | | | | | |  | |
| A prospective Tenderer requiring any clarification of the Tendering Document shall contact the Employer in writing at the Employer’s address **indicated in the BDS** or raise his inquiries during the pre-Tender meeting if provided for in accordance with ITT 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received the number of days **given in the BDS** prior to the deadline for submission of Tenders. The Employer shall forward copies of its response to all Tenderers who have acquired the Tendering Document in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Tendering Document as a result of a request for clarification, it shall do so following the procedure under ITT 8 and ITT 22.2. | | | | | | | | | | | | | | | | | | | | | | |
| The Tenderer is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer’s own expense. | | | | | | | | | | | | | | | | | | | | | | |
| The Tenderer and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection. | | | | | | | | | | | | | | | | | | | | | | |
| The Tenderer’s designated representative is invited to attend a pre-Tender meeting, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. | | | | | | | | | | | | | | | | | | | | | | |
| The Tenderer is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting. | | | | | | | | | | | | | | | | | | | | | | |
| Minutes of the pre-Tender meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tendering Document in accordance with ITT 6.3. Any modification to the Tendering Document that may become necessary as a result of the pre-Tender meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. | | | | | | | | | | | | | | | | | | | | | | |
| Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer. | | | | | | | | | | | | | | | | | | | | | | |
| **Amendment of Tendering Document** | | | | | | | | | | | | | | | | |  | | | | | |
| At any time prior to the deadline for submission of Tenders, the Employer may amend the Tendering Document by issuing addenda. | | | | | | | | | | | | | | | | | | | | | | |
| Any addendum issued shall be part of the Tendering Document and shall be communicated in writing to all who have obtained the Tendering Document from the Employer in accordance with ITT 6.3. | | | | | | | | | | | | | | | | | | | | | | |
| To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Employer may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 22.2 | | | | | | | | | | | | | | | | | | | | | | |
| 1. **Preparation of Tenders** | | | | | | | | | | | | | | | | | | | | | | |
| **Cost of Tendering** | |  | | | | | | | | | | | | | | | | | | | | |
| The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process. | | | | | | | | | | | | | | | | | | | | | | |
| **Language of Tender** | | |  | | | | | | | | | | | | | | | | | | | |
| The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Tender, such translation shall govern. | | | | | | | | | | | | | | | | | | | | | | |
| **Documents Comprising the Tender** | | | | | | | |  | | | | | | | | | | | | | | |
| The Tender shall comprise the following:   1. Letter of Tender; 2. completed Schedules, in accordance with ITT 12 and 14, or **as stipulated in the BDS**; 3. Tender Security or Tender Securing Declaration, in accordance with ITT 19; 4. alternative Tenders, at the Tenderer’s option, and if permissible, in accordance with ITT 13; 5. written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.2; 6. documentary evidence in accordance with ITT 17 establishing the Tenderer’s qualifications to perform the contract; 7. Technical Proposal in accordance with ITT 16; 8. In the case of a Tender submitted by a joint venture (JV), the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; and 9. Any other document **required in the BDS**. | | | | | | | | | | | | | | | | | | | | | | |
| **Letter of Tender and Schedules** | | | | | | | | |  | | | | | | | | | | | | | |
| The Letter of Tender, Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section IV (Tendering Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. | | | | | | | | | | | | | | | | | | | | | | |
| **Alternative Tenders** | | | | |  | | | | | | | | | | | | | | | | | |
| Unless otherwise **indicated in the BDS**, alternative Tenders shall not be considered. | | | | | | | | | | | | | | | | | | | | | | |
| When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS.** If permitted, the method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria). | | | | | | | | | | | | | | | | | | | | | | |
| When specified in the **BDS** pursuant to ITT 13.1, and subject to ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tendering Document must first price the Employer’s design as described in the Tendering Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tenderer conforming to the basic technical requirements shall be considered by the Employer. | | | | | | | | | | | | | | | | | | | | | | |
| When **specified in the BDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the BDS** and described in Section VI (Employer’s Requirements). If permitted, the method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria). | | | | | | | | | | | | | | | | | | | | | | |
| **Tender Prices and Discounts** | | | | | |  | | | | | | | | | | | | | | | | |
| The prices and discounts quoted by the Tenderer in the Letter of Tender and in the Schedules shall conform to the requirements specified below. | | | | | | | | | | | | | | | | | | | | | | |
| The Tenderer shall submit a Tender for the whole of the works described in ITT 1.1 by filling in prices for all items of the Works, as identified in Section IV, Tendering Forms. In case of admeasurement contracts, the Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities. | | | | | | | | | | | | | | | | | | | | | | |
| The price to be quoted in the Letter of Tender shall be the total price of the Tender, excluding any discounts offered. | | | | | | | | | | | | | | | | | | | | | | |
| Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Tender, in accordance with ITT 12.1. | | | | | | | | | | | | | | | | | | | | | | |
| If so indicated in ITT 1.1, Tenders are invited for individual contracts (lots) or for any combination of contracts (packages). Tenderers wishing to offer any price reduction for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITT 14.3, provided the Tenders for all contracts are submitted and opened at the same time. | | | | | | | | | | | | | | | | | | | | | | |
| Unless otherwise **provided in the BDS** and the Conditions of Contract, the prices quoted by the Tenderer shall be fixed. If the prices quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV (Tendering Forms) and the Employer may require the Tenderer to justify its proposed indices and weightings. | | | | | | | | | | | | | | | | | | | | | | |
| All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender price submitted by the Tenderer. | | | | | | | | | | | | | | | | | | | | | | |
| **Cu****rrencies of Tender and Payment** | | | | | | | | | | |  | | | | | | | | | | | |
| The currency(ies) of the Tender shall be as **specified in the BDS**. | | | | | | | | | | | | | | | | | | | | | | |
| Tenderers may be required by the Employer to justify, to the Employer’s satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section IV, in which case a detailed breakdown of the foreign currency requirements shall be provided by Tenderers. | | | | | | | | | | | | | | | | | | | | | | |
| **Documents Comprising the Technical Proposal** | | | | | | | | | | | | | | | | | |  | | | | |
| The Tenderer shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV (Tendering Forms), in sufficient detail to demonstrate the adequacy of the Tenderers’ proposal to meet the work requirements and the completion time. | | | | | | | | | | | | | | | | | | | | | | |
| **Documents Establishing the Qualifications of the Tenderer** | | | | | | | | | | | | | | | | | | | |  | | |
| To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV (Tendering Forms). | | | | | | | | | | | | | | | | | | | | | | |
| **Period of Validity of Tenders** | | | | | | | | | | | |  | | | | | | | | | | |
| Tenders shall remain valid for the period **specified in the BDS** after the Tender submission deadline date prescribed by the Employer. A Tender valid for a shorter period shall be rejected by the Employer as nonresponsive. | | | | | | | | | | | | | | | | | | | | | | |
| In exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender security is requested in accordance with ITT 19, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender. | | | | | | | | | | | | | | | | | | | | | | |
| In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Tender validity, the Contract price shall be adjusted by a factor specified in the request for extension. Tender evaluation shall be based on the Tender Price without taking into consideration the above correction. | | | | | | | | | | | | | | | | | | | | | | |
| **Tender Security** |  | | | | | | | | | | | | | | | | | | | | | |
| Unless otherwise **specified in the BDS**, the Tenderer shall furnish as part of its Tender, in original form, either a Tender Securing Declaration or a Tender security **as specified in the BDS**. In the case of a Tender security, the amount shall be **as specified in the BDS**. | | | | | | | | | | | | | | | | | | | | | | |
| A Tender Securing Declaration shall use the form included in Section IV Tendering Forms. | | | | | | | | | | | | | | | | | | | | | | |
| If a Tender security is specified pursuant to ITT 19.1, the Tender security shall be, at the Tenderer’s option, in any of the following forms:   1. an unconditional guarantee, issued by a bank or surety; 2. a cashier’s or certified check; or 3. another security **indicated in the BDS.**   from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or bonding company located outside the Employer’s Country, it shall have a correspondent financial institution located in the Republic of Maldives. In the case of a bank guarantee, the Tender security shall be submitted either using the Tender Security Form included in Section IV (Tendering Forms) or in another substantially similar format approved by the Employer prior to Tender submission. In either case, the form must include the complete name of the Tenderer. The Tender security shall be valid for twenty-eight days (28) beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2. | | | | | | | | | | | | | | | | | | | | | | |
| Any Tender not accompanied by an enforceable and substantially compliant Tender security or Tender Securing Declaration, if required in accordance with ITT 19.1, shall be rejected by the Employer as nonresponsive. | | | | | | | | | | | | | | | | | | | | | | |
| If a Tender security is specified pursuant to ITT 19.1, the Tender security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer’s furnishing of the performance security pursuant to ITT 41. | | | | | | | | | | | | | | | | | | | | | | |
| If a Tender security is specified pursuant to ITT 19.1, the Tender security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required performance security. | | | | | | | | | | | | | | | | | | | | | | |
| The Tender security may be forfeited or the Tender Securing Declaration executed:   1. if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Letter of Tender, except as provided in ITT 18.2 or 2. if the successful Tenderer fails to:    1. sign the Contract in accordance with ITT 40; or    2. furnish a performance security in accordance with ITT 41. | | | | | | | | | | | | | | | | | | | | | | |
| The Tender Security or the Tender Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been constituted into a legally-enforceable JV, at the time of tendering, the Tender Security or the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITT 4.1. | | | | | | | | | | | | | | | | | | | | | | |
| **Format and Signing of Tender** | | | | | | |  | | | | | | | | | | | | | | | |
| The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it “Original”. Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked “Alternative”. In addition, the Tenderer shall submit copies of the Tender in the number **specified in the BDS,** and clearly mark each of them “Copy.” In the event of any discrepancy between the original and the copies, the original shall prevail. | | | | | | | | | | | | | | | | | | | | | | |
| The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. | | | | | | | | | | | | | | | | | | | | | | |
| Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender. | | | | | | | | | | | | | | | | | | | | | | |
| 1. **Submission and Opening of Tenders** | | | | | | | | | | | | | | | | | | | | | | |
| **Sealing and Marking of Tenders** | | | | | | | | | | |  | | | | | | | | | | | |
| Tenderers may always submit their Tenders by mail or by hand. When so **specified in the BDS**, Tenderers shall have the option of submitting their Tenders electronically. Procedures for submission, sealing and marking are as follows:  (a) Tenderers submitting Tenders by mail or by hand shall enclose the original and each copy of the Tender, including alternative Tenders, if permitted in accordance with ITT 13, in separate sealed envelopes, duly marking the envelopes as “Original”, “Alternative” and “Copy.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITT sub-Clauses 22.2 and 22.3.  (b) Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures **specified in the BDS**. | | | | | | | | | | | | | | | | | | | | | | |
| The inner and outer envelopes shall:  (a) bear the name and address of the Tenderer;  (b) be addressed to the Employer as **provided in the BDS** pursuant to ITT 22.1;  (c) bear the specific identification of this tendering process indicated in accordance with ITT 1.1; and  (d) bear a warning not to open before the time and date for Tender opening. | | | | | | | | | | | | | | | | | | | | | | |
| If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Tender. | | | | | | | | | | | | | | | | | | | | | | |
| **Deadline for Submission of Tenders** | | | | | | | | | | |  | | | | | | | | | | | |
| Tenders must be received by the Employer at the address and no later than the date and time indicated in the **BDS**. | | | | | | | | | | | | | | | | | | | | | | |
| The Employer may, at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Document in accordance with ITT 8, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended. | | | | | | | | | | | | | | | | | | | | | | |
| **Late Tenders** |  | | | | | | | | | | | | | | | | | | | | | |
| The Employer shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 22. Any Tender received by the Employer after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer. | | | | | | | | | | | | | | | | | | | | | | |
| **Withdrawal, Substitution, and Modification of Tenders** | | | | | | | | | | | | | | | | | | |  | | | |
| A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:  (a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and  (b) received by the Employer prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22. | | | | | | | | | | | | | | | | | | | | | | |
| Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers. | | | | | | | | | | | | | | | | | | | | | | |
| No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Letter of Tender or any extension thereof. | | | | | | | | | | | | | | | | | | | | | | |
| **Tender Opening** |  | | | | | | | | | | | | | | | | | | | | | |
| The Employer shall open the Tenders in public at the address, date and time **specified in the BDS** in the presence of Tenderers` designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 21.1, shall be as **specified in the BDS**. | | | | | | | | | | | | | | | | | | | | | | |
| First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening. Envelopes marked “Modification” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening. Only envelopes that are opened and read out at Tender opening shall be considered further. | | | | | | | | | | | | | | | | | | | | | | |
| All other envelopes shall be opened one at a time, reading out: the name of the Tenderer and the Tender Price(s), including any discounts and alternative Tenders and indicating whether there is a modification; the presence of a Tender security or Tender securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at Tender opening shall be considered for evaluation. No Tender shall be rejected at Tender opening except for late Tenders, in accordance with ITT 23.1. | | | | | | | | | | | | | | | | | | | | | | |
| The Employer shall prepare a record of the Tender opening that shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution, or modification; the Tender Price, per contract if applicable, including any discounts and alternative offers; and the presence or absence of a Tender security, if one was required. The Tenderers’ representatives who are present shall be requested to sign the record. The omission of a Tenderer’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Tenderers. | | | | | | | | | | | | | | | | | | | | | | |
| 1. **Evaluation and Comparison of Tenders** | | | | | | | | | | | | | | | | | | | | | | |
| **Confidentiality** |  | | | | | | | | | | | | | | | | | | | | | |
| Information relating to the examination, evaluation, comparison, and post-qualification of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all Tenderers. | | | | | | | | | | | | | | | | | | | | | | |
| Any attempt by a Tenderer to influence the Employer in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender. | | | | | | | | | | | | | | | | | | | | | | |
| Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Employer on any matter related to the tendering process, it may do so in writing. | | | | | | | | | | | | | | | | | | | | | | |
| **Clarification of Tenders** | | | | | | | | |  | | | | | | | | | | | | | |
| To assist in the examination, evaluation, and comparison of the Tenders, and qualification of the Tenderers, the Employer may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders, in accordance with ITT 31. | | | | | | | | | | | | | | | | | | | | | | |
| If a Tenderer does not provide clarifications of its Tender by the date and time set in the Employer’s request for clarification, its Tender may be rejected. | | | | | | | | | | | | | | | | | | | | | | |
| **Deviations, Reservations, and Omissions** | | | | | | | | | | | | | | |  | | | | | | | |
| During the evaluation of Tenders, the following definitions apply:  (a) “Deviation” is a departure from the requirements specified in the Tendering Document;  (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and  (c) “Omission” is the failure to submit part or all of the information or documentation required in the Tendering Document. | | | | | | | | | | | | | | | | | | | | | | |
| **Determination of Responsiveness** | | | | | | | | | | | |  | | | | | | | | | | |
| The Employer’s determination of a Tender’s responsiveness is to be based on the contents of the Tender itself, as defined in ITT11. | | | | | | | | | | | | | | | | | | | | | | |
| A substantially responsive Tender is one that meets the requirements of the Tendering Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,  (a) if accepted, would:  (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or  (ii) limit in any substantial way, inconsistent with the Tendering Document, the Employer’s rights or the Tenderer’s obligations under the proposed Contract; or  (b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders. | | | | | | | | | | | | | | | | | | | | | | |
| The Employer shall examine the technical aspects of the Tender submitted in accordance with ITT 16, Technical Proposal, in particular, to confirm that all requirements of Section VI (Employer’s Requirements) have been met without any material deviation, reservation or omission. | | | | | | | | | | | | | | | | | | | | | | |
| If a Tender is not substantially responsive to the requirements of the Tendering Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. | | | | | | | | | | | | | | | | | | | | | | |
| **Nonconformities, Errors, and Omissions** | | | | | | | | | | | | | |  | | | | | | | | |
| Provided that a Tender is substantially responsive, the Employer may waive any nonconformities in the Tender. | | | | | | | | | | | | | | | | | | | | | | |
| Provided that a Tender is substantially responsive, the Employer may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender. | | | | | | | | | | | | | | | | | | | | | | |
| Provided that a Tender is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Tender Price. To this effect, the Tender Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section III (Evaluation and Qualification Criteria). | | | | | | | | | | | | | | | | | | | | | | |
| **Correction of Arithmetical Errors** | | | | | | | | | | | | | | |  | | | | | | | |
| Provided that the Tender is substantially responsive, the Employer shall correct arithmetical errors on the following basis:  (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;  (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and  (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. | | | | | | | | | | | | | | | | | | | | | | |
| If the Tenderer that submitted the lowest evaluated Tender does not accept the correction of errors, its Tender shall be declared non-responsive. | | | | | | | | | | | | | | | | | | | | | | |
| **Conversion to Single Currency** | | | | | | | | | | | | |  | | | | | | | | | |
| For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as **specified in the BDS**. | | | | | | | | | | | | | | | | | | | | | | |
| **Margin of Preference** | | | | | | | | |  | | | | | | | | | | | | | |
| A margin of preference shall not apply, **unless otherwise specified in the BDS**. | | | | | | | | | | | | | | | | | | | | | | |
| **Evaluation of Tenders** | | | | | |  | | | | | | | | | | | | | | | | |
| The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted. | | | | | | | | | | | | | | | | | | | | | | |
| To evaluate a Tender, the Employer shall consider the following:  (a) the Tender price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Day-work items, where priced competitively;  (b) price adjustment for correction of arithmetic errors in accordance with ITT 31.1;  (c) price adjustment due to discounts offered in accordance with ITT 14.3;  (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 32;  (e) adjustment for nonconformities in accordance with ITT 30.3;  (f) application of all the evaluation factors indicated in Section III (Evaluation and Qualification Criteria); | | | | | | | | | | | | | | | | | | | | | | |
| The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Tender evaluation. | | | | | | | | | | | | | | | | | | | | | | |
| If this Tendering Document allows Tenderers to quote separate prices for different contracts (lots), and to award multiple contracts to a single Tenderer, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Tender, is specified in Section III (Evaluation and Qualification Criteria). | | | | | | | | | | | | | | | | | | | | | | |
| If the lowest Evaluated Tender for an admeasurement contract is, in the opinion of the Employer, seriously unbalanced, front loaded or substantially below updated estimates, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract. | | | | | | | | | | | | | | | | | | | | | | |
| **Comparison of Tenders** | | | | | | | | | |  | | | | | | | | | | | | |
| The Employer shall compare all substantially responsive Tenders in accordance with ITT 34.2 to determine the lowest evaluated Tender. | | | | | | | | | | | | | | | | | | | | | | |
| **Qualification of the Tenderer** | | | | | | | | |  | | | | | | | | | | | | | |
| The Employer shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender meets the qualifying criteria specified in Section III (Evaluation and Qualification Criteria). | | | | | | | | | | | | | | | | | | | | | | |
| The determination shall be based upon an examination of the documentary evidence of the Tenderer’s qualifications submitted by the Tenderer, pursuant to ITT 17.1. | | | | | | | | | | | | | | | | | | | | | | |
| An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Employer shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer’s qualifications to perform satisfactorily. | | | | | | | | | | | | | | | | | | | | | | |
| **Employer’s Right to Accept Any Tender, and to Reject Any or All Tenders** | | | | | | | | | | | | | | | | | | | | | |  |
| The Employer reserves the right to accept or reject any Tender, and to annul the tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers. | | | | | | | | | | | | | | | | | | | | | | |
| 1. **Award of Contract** | | | | | | | | | | | | | | | | | | | | | | |
| **Award Criteria** | | | | |  | | | | | | | | | | | | | | | | | |
| Subject to ITT 37.1, the Employer shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tendering Document, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily. | | | | | | | | | | | | | | | | | | | | | | |
| **Notification of Award** | | | | | |  | | | | | | | | | | | | | | | | |
| Prior to the expiration of the period of Tender validity, the Employer shall notify the successful Tenderer, in writing, via the Letter of Acceptance included in the Contract Forms, that its Tender has been accepted. At the same time, the Employer shall also notify all other Tenderers of the results of the tendering. | | | | | | | | | | | | | | | | | | | | | | |
| Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract. | | | | | | | | | | | | | | | | | | | | | | |
| The Employer shall promptly respond in writing to any unsuccessful Tenderer who, after notification of award in accordance with ITT 39.1, requests in writing the grounds on which its Tender was not selected.  Any Tenderer may seek administrative review by a written inquiry to the Procuring Entity (Employer), which it considers to be in breach of the Financial Regulations. Any application for review must be submitted in writing to the Accountable Officer of the Procuring Entity, within ten working days from the date the Tenderer knew, or should have known, of the circumstances giving rise to the complaint. If the Accountable Officer does not issue a decision within ten days, or the Tenderer is not satisfied with the decision, the Tenderer may submit a complaint to the Public Procurement Division. | | | | | | | | | | | | | | | | | | | | | | |
| **Signing of Contract** | | |  | | | | | | | | | | | | | | | | | | | |
| Promptly upon notification, the Employer shall send the successful Tenderer the Contract Agreement. | | | | | | | | | | | | | | | | | | | | | | |
| Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Employer. | | | | | | | | | | | | | | | | | | | | | | |
| **Performance Security** | | | | | |  | | | | | | | | | | | | | | | | |
| Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Tenderer shall furnish the performance security in accordance with the conditions of contract, subject to ITT 34.5, using for that purpose the Performance Security Form included in Section IX (Contract Forms), or another form acceptable to the Employer. If the performance security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer’s Country. | | | | | | | | | | | | | | | | | | | | | | |
| Failure of the successful Tenderer to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security. In that event the Employer may award the Contract to the next lowest evaluated Tenderer whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily. | | | | | | | | | | | | | | | | | | | | | | |
| **Adjudicator** |  | | | | | | | | | | | | | | | | | | | | | |
| The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in his Tender. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator. | | | | | | | | | | | | | | | | | | | | | | |

**Section II - Bid Data Sheet (BDS)**

| **ITT reference** | **Tender data that supplements the ITT** |
| --- | --- |
| **A. Introduction** | |
| **ITT 1.1** | The name of the tendering process is: **National Competitive Bidding (NCB)**  The procurement reference number of the tendering process is:  **(IUL)13-K/13/2024/285**  Project number: **TES/2024/NC-005** |
| **ITT 2.1** | The name of the Project is : **Procurement of Wide Area Network (WAN) Infrastructure and Comprehensive Upgrade for MNDF** |
| **ITT 3.1(d)** | A list of firms suspended from participating in Government funded projects is available at <http://www.finance.gov.mv> |
| **ITT 4.1** | The individuals or firms in a JV **shall** be jointly and severally liable. |
| **ITT 4.3 (f)** | The following grades of contractors registered under National Contractors Registry will be eligible to participate in this tender.  **N/A** |
| **B. Tendering Documents** | |
| **ITT 7.1** | For **clarification purposes** only, the Employer’s address is:  Ahmed Ikram  Project Officer  National Tender  Ministry of Finance  Ameenee Magu, Male’, 20379  Republic of Maldives  Tel: (960) 334 9102, (960) 334 9106, (960) 334 9115  E-mail: [ahmed.ikram@finance.gov.mv](mailto:ahmed.ikram@finance.gov.mv)  CC: [tender@finance.gov.mv](mailto:tender@finance.gov.mv)    Requests for clarification should be received by the Employer no later than **7th January 2025, 13:30 hrs** |
| **ITT 7.4** | A Pre-Tender meeting **shall** take place.  If a Pre-Tender meeting will take place, it will be at the following date, time and place:  **N/A** |
| **C. Preparation of Tenders** | |
| **ITT 10.1** | The language of the Tender is: **English** |
| **ITT 11.1(b)** | The following schedules shall be submitted with the Tender:   * Activity Schedule * Method Statement |
| **ITT 11.1 (i)** | The Tenderer shall submit with its Tender the following additional documents:  The Tenderer shall submit the following additional documents in its tender:   1. **Power of Attorney** to confirm authorization of the signatory of the Bid to commit the Bidder, in accordance with ITT Clause 20.2. 2. **Business Registration Certificate**.   Registration is not required for International bidders at this stage. However, international bidders shall be responsible to ensure that they confirm with required registration under **Foreign Investment Registration and Foreign Direct Investment Policy** requirements of Maldives prior to bid submission. For more information please visit : <http://www.trade.gov.mv/>   1. **GST Registration Certificate.**   International foreign companies who are already engaged in any work in Maldives, or have re-registered their entity in the Maldives, or have incorporated a company in Maldives shall be eligible to pay local taxes under tax regulations of the Maldives. For more information please visit: <https://www.mira.gov.mv/> |
| **ITT 13.1** | Alternative Tenders **shall not** be permitted. |
| **ITT 13.2** | Alternative times for completion **shall not** be permitted. |
| **ITT 13.4** | Alternative technical solutions shall be permitted for the following parts of the Works: N/A |
| **ITT 14.6** | The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract. |
| **ITT 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 15.1** | The prices shall be quoted by the Tenderer in: **Maldivian Rufiyaa (MVR)** |
| **ITT 18.1** | The Bids shall be valid for **128** days from the date of bid submission. |
| **ITT 19.1** | The Tenderer shall furnish a Bid security in the amount of : **MVR 67,000/- (Sixty Seven Thousand Rufiyaa)**  The validity of the bid security shall be: **28 days beyond the validity of the Tender.** |
| **ITT 19.3(d)** | None |
| **ITT 20.1** | In addition to the **Original** of the Tender, the number of copies required is: 1 authentic hard copy (stamped) , 1 authentic soft copy (stamped & scanned) |
| **ITT 20.2** | The written confirmation of authorization to sign on behalf of the Tenderer shall indicate:   1. The name and description of the documentation required to demonstrate the authority of the signatory to sign the Tender such as a Power of Attorney; and 2. In the case of Tenders submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITT 4.1(a), and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution.”] |
| **D. Submission and Opening of Tenders** | |
| **ITT 21.1** | Tenderers shall not have the option of submitting their Tenders electronically. |
| **ITT 22.1** | For Tender **submission purposes** only, the Employer’s address is:  Ms. Fathimath Rishfa Ahmed,  Procurement Executive,  National Tender  Ministry of Finance  Ameenee Magu, Male’, 20379  Republic of Maldives  Tel: (960) 334 9102, (960) 334 9106, (960) 334 9115  Fax: (960) 3320706, (960) 3324432  E-mail: ahmed.ikram@finance.gov.mv  [tender@finance.gov.mv](mailto:tender@finance.gov.mv)    **The deadline for Tender submission is:**  Date: **19th January 2025**  Time: **12:00:00 Hrs** |
| **ITT 25.1** | The Tender opening shall take place at: Street Address:  National Tender  Ministry of Finance  Ameenee Magu, Male’, 20379  Republic of Maldives  Date: **20th January 2025**  Time: **11:00:00 hrs**  Via MS Teams;  <https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDIwZGYzZmMtOGU3Ny00NTY4LTk1YTgtOWViNDAwMGVjYTM3%40thread.v2/0?context=%7b%22Tid%22%3a%2242574d6e-387c-4791-9a63-d01d7bea16bf%22%2c%22Oid%22%3a%2224603fb2-80da-48b7-b7af-b7de72b10dd9%22%7d> |
| **E. Evaluation and Comparison of Tenders** | |
| **ITT 32.1** | The single currency for price conversions is: **United States Dollar**  The source of official selling rates is: **Maldives Monetary Authority**  The date of exchange rates is**: 7 days prior to bid submission date.** |
| **ITT 42.1** | The Adjudicator proposed by the Employer is**: Ministry of Finance and Planning** |

**Section III - Evaluation and Qualification Criteria**

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

**Table of Criteria**

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[1.3 Completion Time 29](#_Toc524350053)

[1.4 Technical Alternatives 29](#_Toc524350054)

[**2.** **Qualification 30**](#_Toc524350055)

[2.1 Eligibility 30](#_Toc524350056)

[2.2 Financial Situation 31](#_Toc524350057)

[2.3 Experience 33](#_Toc524350058)

**Evaluation and Qualification Criteria**

**1. Evaluation**

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

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

**1.1 Adequacy of Technical Proposal**

Evaluation of the Tenderer's Technical Proposal will include an assessment of the Tenderer's technical capacity to check whether it fully in accordance with the requirements stipulated in Part 2 – Supply Requirements, Section VII (Schedule of Requirements), Technical Specifications and Quantities.

**1.3 Completion Time**

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

Not Applicable

**1.4 Technical Alternatives**

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

Not Applicable

2. Qualification

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

| **Factor** | 2.2 Financial Situation | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Sub-Factor** | Criteria | | | | | Documentation Required |
| Requirement | Tenderer | | | |
| **Single Entity** | Joint Venture, Consortium or Association | | |
| **All partners combined** | **Each partner** | **At least one partner** |
| 2.3.1 Historical Financial Performance | Submission of audited balance sheets or if not required by the law of the Tenderer’s country, other financial statements acceptable to the Employer, for the last **three (3)** years to demonstrate the current soundness of the Tenderers financial position and its prospective long-term profitability. | Must meet requirement | N/A | Must meet requirement | N/A | Form FIN – 2.1 with attachments |
| 2.3.2. Average Annual Turnover | Minimum average annual turnover of MVR **6,750,000.00**, within the last **three (3)** years. | Must meet requirement | Must meet requirement | Must meet  five percent (5 %) of the requirement | Must meet  Twenty percent (20%) of the requirement | Form FIN –2.2 |
| 2.3.3. Financial Resources | The Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:  (i) the following cash-flow requirement:  **MVR 2,025,000.00** | Must meet requirement | Must meet requirement | Must meet  Five percent (5 %) of the requirement | Must meet  Twenty percent (20%) of the requirement | Form FIN –2.3 |

| **Factor** | 2.3 Experience | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Sub-Factor** | Criteria | | | | | Documentation Required |
| **Requirement** | Tenderer | | | |
| Single Entity | **Joint Venture, Consortium or Association** | | |
| **All partners combined** | **Each partner** | **At least one partner** |
| 2.4.1 General Experience | Experience under contracts in the role of supplier, subcontractor, or management contractor for at least the last **3** years prior to the applications submission deadline. | Must meet requirement | N/A | Must meet requirement | N/A | Form EXP-2.4 |
| 2.4.2 Specific Experience | (a) Participation as contractor, management contractor, or subcontractor, in at **least 2** contracts within the last 5 years, each with a value of at least **MVR 4,725,000.00** that have been successfully and substantially completed and that are similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VI, Employer’s Requirements. | Must meet requirement | Must meet requirements for all characteristics | N / A | Must meet requirement for one characteristic | Form EXP 2.4.2 |

Section IV - Tendering Forms

**Table of Forms**

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Letter of Tender

|  |
| --- |
| **NOTE TO TENDERERS: Letter of Tender shall be in the Company Letter head.**  ***Note: All italicized text is for use in preparing these form and shall be deleted from the final products.*** |

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

Tenderer’s Reference No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Procurement Reference No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To: Fathimath Rishfa Ahmed

Procurement Executive,

National Tender

Ministry of Finance and Treasury

Male’, Republic of Maldives

We, the undersigned, declare that:

1. We have examined and have no reservations to the Tendering Documents, including Addenda issued in accordance with Instructions to Tenderers (ITT) Clause 8;
2. We offer to execute in conformity with the Tendering Documents of the following Works:

{Procurement of Wide Area Network (WAN) Infrastructure and Comprehensive Upgrade for MNDF – TES/2025-N-005};

1. The total lump-sum fixed price of our Tender, excluding Goods and Services Tax (GST) in item (d) and excluding any discounts offered in item (e) below is: …………………………………………………………….;*[amount in numbers & words]*
2. The amount for Goods and Services Tax (GST) is …………………………………………. *[amount in numbers & words]*
3. The discounts offered and the methodology for their application are: ………………………………;
4. Our Tender shall be valid for a period of \_\_\_\_\_\_\_\_ {insert validity period as specified in ITB 18.1.] days from the date fixed for the Tender submission deadline in accordance with the Tendering Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
5. If price adjustment provisions apply, the Table(s) of Adjustment Data shall be considered part of this Tender;[[1]](#footnote-1)
6. If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering Document;
7. Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;
8. We, including any subcontractors or suppliers for any part of the contract, are eligible in accordance with ITT Sub-Clause 4.3 and do not have any conflict of interest in accordance with ITB 4.4;
9. We are not participating, as a Tenderer or as a subcontractor, in more than one Tender in this tendering process in accordance with ITB 4.4, other than alternative offers submitted in accordance with ITB 13;
10. Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been suspended from public procurement by the Government, under the laws or official regulations of the Republic of Maldives;
11. We are not a government owned entity/We are a government owned entity but meet the requirements of ITB 4.6;[[2]](#footnote-2)
12. We have paid, or will pay the following commissions, gratuities, or fees with respect to the tendering process or execution of the Contract:**[[3]](#footnote-3)**

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

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

|  |  |
| --- | --- |
| Signed: | ……………………........…{insert signature of authorised person} |
| Name: | ………………………..…{insert complete name of person signing} |
| In the capacity of: | …………….……….........{insert legal capacity of person signing} |
| Duly authorized to sign the tender for and on behalf of | ……………..…………….{insert complete name of Tenderer and Company stamp} |
| Date: | ……... day of ……….…………….. …………. {DD/MM/YY} |

Schedule Forms

**Price Schedule**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| **Service**  **N°** | **Description of Goods / Services** | **Unit** | **Delivery Date** | **Quantity and physical unit** | **Unit price** | **Total Price per Service**  **(Col. 5\*6)** |
| 1 | FortiGate existing Device License Renewal with 3 Years Support as per RFP requirement | Lot |  | 01 |  |  |
| 2 | FortiGate Appliance with 3 Years License and Support as per RFP requirement | 2 |  | 01 |  |  |
| 3 | Headquarters WAN Links as per RFP  (3 Years) | 6 |  | 36 Months |  |  |
| 4 | Other Sites WAN Links as per RFP  (3 Years) | 14 |  | 36 Months |  |  |
| 5 | 12 Mobile Sites:  10 Mbps / Unlimited over LTE as per RFP  (3 Years) | 12 |  | 36 Months |  |  |
| 6 | 16 Mobile Sites:  5 Mbps / 50GB over LTE as per RFP  (3 Years) | 16 |  | 36 Months |  |  |
| 7 | One time Installation, Training and Project Management | Lot |  | 01 |  |  |
|  |  |  |  |  |  |  |
|  | | | | Total Bid Price | |  |

|  |
| --- |
| Form of Tender Security (Bank Guarantee) |

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

………………………………… {Bank’s Name, and Address of Issuing Branch or Office}

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

**Date:**

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

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

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

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

(a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or

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

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

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

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

[signature(s]

**Form ELI 1.1**

Tenderer Information Sheet

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

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

Tenderer’s Reference No: [Insert reference no]

Procurement Reference No.: [insert reference number]

Page \_\_\_\_\_ of\_ \_\_\_\_\_\_ pages

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

**Form ELI 1.2**

Party to Joint Venture Information Sheet

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

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

Tenderer’s Reference No: [Insert reference no]

Procurement Reference No.: [insert reference]

Page \_\_\_ of \_\_\_ pages

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

**Form CCC**

Current Contract Commitments/Works in Progress

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

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

**Form FIN – 2.1**

Financial Situation

**Historical Financial Performance**

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

Tenderer’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tendering No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Financial information (US$ equiv)** | **Historic information for previous \_\_\_\_ years (MVR equiv in ,000s)** | | | | |
|  | **2023** | **2022** | **2021** | **Avg.** | **Avg. Ratio** |
| **Information from Balance Sheet** | | | | | |
| **Total Assets (TA)** |  |  |  |  |  |
| **Total Liabilities (TL)** |  |  |  |  |
| **Net Worth (NW)** |  |  |  |  |  |
| **Current Assets (CA)** |  |  |  |  |  |
| **Current Liabilities (CL)** |  |  |  |  |
| **Information from Income Statement** | | | | | |
| **Total Revenue (TR)** |  |  |  |  |  |
| **Profits Before Taxes (PBT)** |  |  |  |  |
|  | | | | | |
|  | | | | | |

 Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

* Must reflect the financial situation of the Tenderer or partner to a JV, and not sister or parent companies
* Historic financial statements must be audited by a certified accountant
* Historic financial statements must be complete, including all notes to the financial statements
* Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

**Form FIN – 2.2**

Average Annual Turnover

Tenderer’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tendering No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

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|  |  |  |
| --- | --- | --- |
| **Annual turnover data** | | |
| **Year** | **Amount and Currency** | **MVR equivalent** |
| 2023 |  |  |
| 2022 |  |  |
| 2021 |  |  |
| \*Average Annual Turnover |  |  |

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

**Form FIN2.3**

Financial Resources

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

|  |  |
| --- | --- |
| **Source of financing** | **Amount (MVR equivalent)** |
| Working Capital (to be taken from FIN - 1) |  |
| Lines of Credit *a* |  |
| Other Financial Resources *b* |  |
|  |  |

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

**a**  Shall be substantiated by a letter from the bank/financial institution issuing the line of credit in accordance with note 1 of 2.3.3. Financial Resources in Section III- Evaluation and Qualification criteria.

**b**Other financial means such as unencumbered real assets should be substantiated with “Asset Clearance Certificate” from all the Banks and financial institutions currently running in the Maldives, and provide documentary evidence stating its clearance from any encumbrance, liens or any obligations on any assets claimed as financial resources.

**Experience**

General Experience

Tenderer’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tendering No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

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

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

**Form EXP – 2.4.2(a) cont.**

Specific Experience cont.

Tenderer’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Procurement Ref No: \_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

| **Similar Contract Number: …….. [insert specific number] of ……. [insert total number of contracts required].** | **Information** | | |
| --- | --- | --- | --- |
| **Contract Identification** |  | | |
| **Award date** |  | | |
| **Completion date** |  | | |
| **Role in Contract** | Contractor | Management Contractor | Subcontractor |
| **Total contract amount** |  | | MVR |
| **If partner in a JV or subcontractor, specify participation of total contract amount** | % |  | MVR |
| **Employer’s Name:** |  | | |
| **Address:** |  | | |
| **Telephone/fax number:** |  | | |
| **E-mail:** |  | | |

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

**Form EXP – 2.4.2(a)**

**Specific Experience**

Tenderer’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Section V - Eligible Countries

**Eligibility for the Provision of Works in Public Procurement**

1. The Government of the Maldives permits firms and individuals from all countries to offer works for publically funded contracts.

2. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

i) as a matter of law or official regulation, the Republic of Maldives prohibits commercial relations with that Country, or

ii) by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of Maldives prohibits any import of goods from that Country or any payments to persons or entities in that Country.

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

**No countries at excluded from tendering.**

PART 2 – Employer’s Requirements

3 – Contract

Section VIII - General Conditions of Contract

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**Section** **VIII - General Conditions of Contract**

## A. General Provisions

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| --- | --- |
| 1.1 Definitions | Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:   1. The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder. 2. “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;   (c) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;  (c) “Association” means the International Development Association, Washington, D.C., U.S.A.;  (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer  (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;  (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;  (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.  (h) “Employer” means the party who employs the Service Provider  (i) “Foreign Currency” means any currency other than the currency of the country of the Employer;  (j) “GCC” means these General Conditions of Contract;  (k) “Government” means the Government of the Employer’s Country;  (l) “Local Currency” means the currency of the country of the Employer;  (m) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;  (n) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;  (o) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;  (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;  (q) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Employer  (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;  (s) “Specifications” means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Employer  (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.  (u) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4. |
| 1.2 Applicable Law | The Contract shall be interpreted in accordance with the laws of the Employer’s Country, unless otherwise **specified in the Special Conditions of Contract (SCC).** |
| 1.3 Language | This Contract has been executed in the language **specified in the SCC,** which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 1.4 Notices | Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC.** |
| 1.5 Location | The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve. |
| 1.6 Authorized Representatives | Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.** |
| 1.7 Inspection and Audit by the Bank | Pursuant to paragraph 2.2 e. of Appendix A to the General Conditions,  the Supplier shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the Bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures). |
| 1.8 Taxes and Duties | The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. |

## 2. Commencement, Completion, Modification, and Termination of Contract

|  |  |
| --- | --- |
| 2.1 Effectiveness of Contract | This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.** |
| 2.2 Commencement of Services |  |
| 2.2.1 Program | Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated. |
| 2.2.2 Starting Date | The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.** |
| 2.3 Intended Completion Date | Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities. |
| 2.4 Modification | Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained. |
| 2.4.1 Value Engineering | The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;  (a) the proposed change(s), and a description of the difference to the existing contract requirements;  (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Employer may incur in implementing the value engineering proposal; and  (c) a description of any effect(s) of the change on performance/functionality.  The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:  (a) accelerates the delivery period; or  (b) reduces the Contract Price or the life cycle costs to the Employer; or  (c) improves the quality, efficiency, safety or sustainability of the services; or  (d) yields any other benefits to the Employer,  without compromising the necessary functions of the Facilities.  If the value engineering proposal is approved by the Employer and results in:  (a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or  (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price. |
| 2.5 Force Majeure |  |
| 2.5.1 Definition | For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. |
| 2.5.2 No Breach of Contract | The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event. |
| 2.5.3 Extension of Time | Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. |
| 2.5.4 Payments | During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period. |
| 2.6 Termination |  |
| 2.6.1 By the Employer | The Employer may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:  (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;  (b) if the Service Provider become insolvent or bankrupt;  (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or  (d) if the Service Provider, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of the Appendix A to the GCC, in competing for or in executing the Contract |
| 2.6.2 By the Service Provider | The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:  (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or  (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days. |
| 2.6.3 Suspension of Loan or Credit | In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made: |
|  | (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank’s suspension notice.  (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice. |
| 2.6.4 Payment upon Termination | Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:  (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;  (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel. |

## 3. Obligations of the Service Provider

|  |  |
| --- | --- |
| 3.1 General | The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer’s legitimate interests in any dealings with Subcontractors or third parties. |
| 3.2 Conflict of Interests |  |
| 3.2.1 Service Provider Not to Benefit from Commissions and Discounts. | The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider’s sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration. |
| 3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project | The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services. |
| 3.2.3 Prohibition of Conflicting Activities | Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:  (a) during the term of this Contract, any business or professional activities in the Government’s country which would conflict with the activities assigned to them under this Contract;  (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;  (c) after the termination of this Contract, such other activities as may be **specified in the SCC.** |
| 3.3 Confidentiality | The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer’s business or operations without the prior written consent of the Employer. |
| 3.4 Insurance to be Taken Out by the Service Provider | The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors’, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC;** and (b) at the Employer’s request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid. |
| 3.5 Service Provider’s Actions Requiring Employer’s Prior Approval | The Service Provider shall obtain the Employer’s prior approval in writing before taking any of the following actions:  (a) entering into a subcontract for the performance of any part of the Services,  (b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Subcontractors”),  (c) changing the Program of activities; and  (d) any other action that may be **specified in the SCC.** |
| 3.6 Reporting Obligations | The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix. |
| 3.7 Documents Prepared by the Service Provider to Be the Property of the Employer | All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC.** |
| Liquidated Damages |  |
| 3.8.1 Payments of Liquidated Damages | The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC.** The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider’s liabilities. |
| 3.8.2 Correction for Over-payment | If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5. |
| 3.8.3 Lack of performance penalty | If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.** |
| 3.9 Performance Security | The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond. |
| 3.10 Fraud and Corruption | The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in the Appendix to the GCC.  The Employer requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. |
| 3.11 Sustainable Procurement | The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC. |

## 4. Service Provider’s Personnel

|  |  |
| --- | --- |
| 4.1 Description of Personnel | The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider’s Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer. |
| 4.2 Removal and/or Replacement of Personnel | (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.  (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.  (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel. |

## 5. Obligations of the Employer

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| --- | --- |
| 5.1 Assistance and Exemptions | The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.** |
| 5.2 Change in the Applicable Law | If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be. |
| 5.3 Services and Facilities | The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F. |

## 6. Payments to the Service Provider

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| --- | --- |
| 6.1 Lump-Sum Remuneration | The Service Provider’s remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors’ costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3. |
| 6.2 Contract Price | (a) The price payable in local currency is **set forth in the SCC.**  (b) The price payable in foreign currency is set **forth in the SCC.** |
| 6.3 Payment for Additional Services, and Performance Incentive Compensation | * + 1. For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.     2. **If the SCC so specify,** the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix. |
| 6.4 Terms and Conditions of Payment | Payments will be made to the Service Provider according to the payment schedule **stated in the SCC.** **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC.** Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due. |
| 6.5 Interest on Delayed Payments | If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC. |
| 6.6 Price Adjustment | 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC.** If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:  **Pc = Ac + Bc Lmc/Loc + Cc Imc/Ioc**  Where:  Pc is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.  Ac , Bc and Cc are coefficients specified in the SCC, representing: Ac the nonadjustable portion; Bc  the adjustable portion relative to labor costs and Cc the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and  Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.  Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.  If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Zo/Zn will be applied to the respective component factor of pn for the formula of the relevant currency. Zo is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Zn is the corresponding number of such currency units on the date of the current index.  6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs. |
| 6.7 Dayworks | 6.7.1 If applicable, the Daywork rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.  6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.  6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2 |

## 7. Quality Control

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| --- | --- |
| 7.1 Identifying Defects | The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC.** The Employer shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider’s responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**. |
| Correction of Defects, and **Lack of Performance Penalty** | (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.  (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer’s notice.  (c) If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8. |

## 8. Settlement of Disputes

|  |  |
| --- | --- |
| 8.1 Amicable Settlement | The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. |
| 8.2 Dispute Settlement | 8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.  8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.  8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC,** together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator’s written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator’s decision will be final and binding.  8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC.**  8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request. |

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**Section** **IX - Special Conditions of Contract**

| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
| --- | --- |
| **1.1** | The words “in the Government’s country” are amended to read “in *[name of country]*.” |
| **1.1(a)** | The Adjudicator is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **1.1(e)** | The contract name is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.* |
| **1.1(h)** | The Employer is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **1.1(m)** | The Member in Charge is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **1.1(p)** | The Service Provider is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **1.2** | The Applicable Law is: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **1.3** | The language is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **1.4** | The addresses are:  Employer:  Attention:  Telex:  Facsimile:  Service Provider:  Attention:  Telex:  Facsimile: |
| **1.6** | The Authorized Representatives are:  For the Employer:  For the Service Provider: |
| **2.1** | The date on which this Contract shall come into effect is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*. |
| **2.2.2** | The Starting Date for the commencement of Services is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.* |
| **2.3** | The Intended Completion Date is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*. |
| **2.4.1** | If the value engineering proposal is approved by the Employer the amount to be paid to the Service Provider shall be \_\_\_% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price. |
| **3.2.3** | Activities prohibited after termination of this Contract are: \_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **3.4** | The risks and coverage by insurance shall be:  (i) Third Party motor vehicle  (ii) Third Party liability  (iii) Employer’s liability and workers’ compensation  (iv) Professional liability  (v) Loss or damage to equipment and property |
| **3.5(d)** | The other actions are .] |
| **3.7** | Restrictions on the use of documents prepared by the Service Provider are:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **3.8.1** | The liquidated damages for the whole of the Works are as:  **(CP\*0.0025\*LD)**  CP (Contract Price)  LD (Late Duration)  The maximum amount of liquidated damages for the whole contract is *\_15*percent of the final Contract Price. |
| **3.8.3** | The percentage *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* to be used for the calculation of Lack of performance Penalty(ies) is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.* |
| **3.11** | *[Delete if not applicable]* *Insert any sustainable procurement contractual provisions if applicable. Refer to the World Bank Procurement Regulations and the sustainable procurement guidance notes/toolkit*  The following sustainable procurement contractual provisions apply: |
| **5.1** | The assistance and exemptions provided to the Service Provider are:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **6.2(a)** | The amount in local currency is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*. |
| **6.2(b)** | The amount in foreign currency or currencies is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.* |
| **6.3.2** | The performance incentive paid to the Service Provider shall be: \_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **6.4** |  |
| **6.5** | Payment shall be made within *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*days in the case of the final payment.  The interest rate is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*. |
| **6.6.1** | Price adjustment is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* in accordance with Sub-Clause 6.6.  The coefficients for adjustment of prices are *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*:  (a) For local currency:  AL is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  BL is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  CL  is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Lmc and Loc are the index for Labor from *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Imc and Ioc are the index for *\_\_\_\_\_\_\_\_*  from *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  (b) For foreign currency  AF is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  BF is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  CF is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Lmc and Loc are the index for Labor from *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Imc and Ioc are the index for *\_\_\_\_\_\_\_*  from *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **7.1** | The principle and modalities of inspection of the Services by the Employer are as follows: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  The Defects Liability Period is  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.* |
| **8.2.3** | The Adjudicator is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*. Who will be paid a rate of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* per hour of work. The following reimbursable expenses are recognized: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **8.2.4** |  |
| **8.2.5** | The designated Appointing Authority for a new Adjudicator is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |

Section IX - Contract Forms

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

**Table of Forms**

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[Contract Agreement 42](#_Toc235671410)

[Performance Security 42](#_Toc235671411)

[Advance Payment Security 42](#_Toc235671412)

Letter of Acceptance

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

To:

[name and address of the Contractor ]

**Subject: Notification of Award of Contract:**

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

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

[Choose one of the following statements:]

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

[or]

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

|  |  |
| --- | --- |
| Signed: | ………………….……...…{insert signature of authorised person} |
| Name: | ………………………{insert complete name of person signing} |
| In the capacity of: | …………….………....{insert legal capacity of person signing} |
| Duly authorized to sign the tender for and on behalf of | ……………..…………….{insert complete name of Procuring Entity} |
| Date: | ……... day of ……….…………….. ………….{DD/MM/YY} |

Attachment: Contract Agreement

Contract Agreement

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

WHEREAS the Employer desires that the Works known as [name of the Contract] should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

* + 1. the Letter of Acceptance
    2. the Contractor’s Tender
    3. the Particular Conditions
    4. the General Conditions;
    5. the Specification
    6. the Drawings; and
    7. the completed Schedules,

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of Maldives on the day, month and year indicated above.

**For and on behalf of the Employer/Procuring Entity**

|  |  |
| --- | --- |
| Signed: | ……………………………………….. |
| Name: |  |
| In the capacity of: | [Title or other appropriate designation] |

**For and on behalf of the Contractor**

|  |  |
| --- | --- |
| Signed: | ……………………………………….. |
| Name: |  |
| In the capacity of: | [Title or other appropriate designation] |

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

**For and on behalf of each member of the Joint Venture**

|  |  |
| --- | --- |
| Signed: | ……………………………………….. |
| Name of member: |  |
| In the capacity of: | [Title or other appropriate designation] |

|  |  |
| --- | --- |
| Signed: | ……………………………………….. |
| Name of member: |  |
| In the capacity of: | [Title or other appropriate designation] |

Performance Security

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

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

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

Procurement Reference No: [insert reference]

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

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

Performance Guarantee No:

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

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

At the request of the Contractor, we …………………. [name of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ………………………… **[name of the currency and amount in figures] 1**…. (. . . . . [amount in words]) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the . . . . . day of . . . . . . . . . . , . . . . . . **2**, and any demand for payment under it must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed ….[six months][one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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

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

**Note –**

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

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

**2** Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

Advance Payment Security

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

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

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

Procurement Reference No: [insert reference]

[Issuing bank’s letterhead]

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

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

**Advance Payment Guarantee No:**

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

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

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the …... day of …………..2, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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

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

**Note** –

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

1 The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

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

1. *Include if price adjustment provisions apply in the Contract in accordance with PCC Sub-Clause* ***13.8 Adjustments for Changes in Cost****.* [↑](#footnote-ref-1)
2. ***Use one of the two options as appropriate.*** [↑](#footnote-ref-2)
3. ***If none has been paid or is to be paid, indicate “none”.*** [↑](#footnote-ref-3)