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Addu City Council

Republic of Maldives



CITY OF ADDU

the finest

BIDDING DOCUMENT

NEIGHBORHOOD FISH FACTORY IN MARADHOO, ADDU CITY

ISSUED BY:

ADDUCITY COUNCIL (THE “EMPLOYER”)

DATE: 03/03/2020

REPUBLIC OF MALDIVES

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Section I. Instructions to Bidders

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Instructions to Bidders (ITB)

A. General

1. **Scope of Bid**
 - 1.1 The Employer as defined in Section II “Bidding Data Sheet” (BDS), invites bids for the construction of Works, as described in the BDS and Section VI, “Particular Conditions of Contract” (PCC). The name and identification number of the Contract are provided in the BDS and the PCC.
 - 1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Date specified in the BDS.
 - 1.3 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex,) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
2. **Source of Funds**
 - 2.1 The Employer as define in BDS will provide partial funding for the project and The investor is to procure the remaining budget for the project.

- 3. Fraud and Corruption**
- 3.1 The Employer requires that all parties including Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Employer:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, non competitive levels; and
 - (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - (b) shall reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- 4. Eligible Bidders**
- 4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors.
- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are associated, or has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates **shall not be eligible to bid.**
- 4.3 Government-owned enterprises in the Employer's country may be

eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not a dependent agency of the Employer.

- 4.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Qualifications of the Bidder

- 5.1 All bidders shall provide in Section IV, "Form of Bid, Qualification Information, Letter of Acceptance, and Agreement," a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that prequalification of potential bidders has been undertaken, only bids from pre-qualified bidders shall be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.
- 5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS:**
- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) total monetary value of construction works performed for each of the last five years;
 - (c) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
 - (d) major items of construction equipment proposed to carry out the Contract;
 - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
 - (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
 - (h) authority to seek references from the Bidder's bankers;
 - (i) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties

concerned, and the disputed amounts; and awards;

- (j) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price. The ceiling for sub contractor's participation is **stated in the BDS**.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise **stated in the BDS**:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- (f) a copy of the Joint venture Agreement entered into by the partners shall be submitted with the bid; or a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria

- (a) an average annual financial amount of construction work over the period specified in the **BDS** of at least the multiple indicated in the **BDS**
- (b) experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period **specified in the BDS** (to comply with this requirement, works cited should be at least 70 percent complete);
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
- (d) a Contract Manager with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount **specified in the BDS**.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

- 5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clauses 5.5 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria of ITB Sub-Clauses 5.5 (a), (b), and (e) for an individual Bidder, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement shall result in rejection of the joint venture's Bid. Subcontractors' experiences and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.
- 5.7 Domestic bidders and joint ventures of domestic bidders applying for eligibility for a 7½-percent margin of preference in bid evaluation shall supply all information to satisfy the criteria for eligibility as described in ITB Clause 31.

- 6. One Bid per Bidder** 6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Bidder's participation to be disqualified.

- 7. Cost of Bidding** 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer shall in no case be responsible or liable for those costs.
- 8. Site Visit** 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

- 9. Contents of Bidding Documents** 9.1 The set of Bidding Documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:
- | | |
|---------------------|--|
| Invitation for Bids | |
| Section I | Instructions to Bidders |
| Section II | Bidding Data Sheet |
| Section III | NA |
| Section IV | Forms of Bid, Qualification Information, Letter of acceptance, Agreement |
| Section V | General Conditions of Contract |
| Section VI | Particular Conditions of Contract |
| Section VII | Specifications |
| Section VIII | Drawings |
| Section IX | Bill of Quantities |
| Section X | Forms of Securities |
- 10. Clarification of Bidding Documents** 10.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Employer in writing at the Employer's address **indicated in the BDS**. The Employer shall respond to any request for clarification received earlier than 21 days prior to the deadline for submission of bids. Copies of the Employer's response shall be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry, but without identifying its source.
- 11. Amendment of Bidding Documents** 11.1 Before the deadline for submission of bids, the Employer may modify the Bidding Documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall

extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

- 12. Language of Bid** 12.1 All documents relating to the Bid shall be in the language **specified in the BDS.**
- 13. Documents Comprising the Bid** 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Bid (in the format indicated in Section IV);
 - (b) Bid Security, or Bid-Securing Declaration, in accordance with ITB Clause 17, if required;
 - (c) priced Bill of Quantities;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited;
- and any other materials required to be completed and submitted by bidders, as **specified in the BDS.**
- 14. Bid Prices** 14.1 The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder shall not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 14.3 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 bids, shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 14.4 The rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract if **provided for in the BDS** and PCC. The Bidder shall submit with the Bid all the information required under the Particular Conditions of Contract and GCC.
- 15. Currencies of Bid and Payment** 15.1 The unit rates and prices quoted by the Bidder shall be entirely in the currency as **specified in the BDS.**
- 15.2 The rates of exchange to be used by the Bidder in arriving at the required currency equivalent and the percentages mentioned in para. 15.1 above shall be the selling rates for similar transactions established

by the authority **specified in the BDS** prevailing on the date 28 days prior to the latest deadline for submission of bids. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of ITB Clause 29.1 shall apply; in any case, payments shall be computed using the rates quoted in the Bid.

- 15.3 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 15.4 Bidders may be required by the Employer to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices, **if required in the BDS**, are reasonable and responsive to ITB Sub-Clause 15.1.

16. Bid Validity

- 16.1 Bids shall remain valid for the period **specified in the BDS**.
- 16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 17, it shall be extended up to 28 days after the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting the Bid Security or execution of its Bid Securing Declaration. A Bidder agreeing to the request shall not be required or permitted to modify its Bid, except as provided in ITB Clause 17.
- 16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended beyond 56 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking the above correction into consideration.

17. Bid Security and Bid-Securing Declaration

- 17.1 **If required in the BDS**, the Bidder shall furnish as part of its Bid, a Bid Security or a Bid-Securing Declaration in original form as specified in the BDS.
- 17.2 The Bid Security shall be in the **amount specified in BDS** and denominated in the currency of the Employer's country or the currency of the Bid or in another freely convertible currency, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond or surety issued by an insurance or bonding institution;
 - (b) be issued by a reputable institution selected by the bidder and located in any country. If the institution issuing the bond or surety is located outside the Employer's Country, it shall have a correspondent financial institution located in the Employer's Country to make it enforceable.
 - (c) be substantially in accordance with one of the forms of Bid

Security or Bid-Securing Declaration included in Section X "Security Forms," or other form approved by the Purchaser prior to bid submission;

- (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Clause 17.5 are invoked;
- (e) be submitted in its original form; copies shall not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 16.2.

17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.4 The Bid Security or the Bid- Securing Declaration of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security.

17.5 The Bid Security may be forfeited or the Bid-Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 16.2; or
- (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 28.
- (c) if the successful Bidder fails within the specified time to:
 - (i) sign the Contract; or
 - (ii) furnish the required performance security .

17.6 The Bid Security or Bid Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent.

18. Alternative Proposals by Bidders

18.1 Alternatives shall not be considered, unless specifically **allowed in the BDS**. If so allowed, ITB Sub-Clauses 18.1 and 18.2 shall govern, and BDS shall specify which of the following options shall be allowed:

- (a) Option One. A bidder may submit alternative bids with the base bid and the Employer shall only consider the alternative bids offered by the Bidder whose bid for the base case was determined to be the lowest-evaluated bid, or
- (b) Option Two. A bidder may submit an alternative bid with or without a bid for the base case. All bids received, for the base case, as well as alternative bids meeting the technical

specifications and performance requirements pursuant to Section VII, shall be evaluated on their own merits.

**19. Format and
Signing of Bid**

- 18.2 Alternative bids shall provide all information necessary for a complete evaluation of the alternative by the Employer, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details.
- 19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 13, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.
- 19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to ITB Sub-Clause 5.3 (a). All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 19.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

**20. Submission,
Sealing and
Marking of Bids**

- 20.1 Bidders may always submit their bids by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the procedures **specified in the BDS**. The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES."
- 20.2 The inner and outer envelopes shall
- (a) be addressed to the Employer at the address **provided in the BDS**;
 - (b) bear the name and identification number of the Contract as **defined in the BDS** and SCC; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.

20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

20.4 If the outer envelope is not sealed and marked as above, the Employer shall assume no responsibility for the misplacement or premature opening of the Bid.

21. Deadline for Submission of Bids

21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS**.

21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall then be subject to the new deadline.

- 22. Late Bids** 22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 shall be returned unopened to the Bidder.
- 23. Withdrawal, Substitution and Modification of Bids**
- 23.1 Bidders may withdraw, substitute or modify their Bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder's withdrawal, substitution or modification notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked or "WITHDRAWAL," "SUBSTITUTION," OR "MODIFICATION" as appropriate.
- 23.3 No Bid may be substituted or modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security or execution of the Bid -Securing Declaration pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids, by submitting Bid modifications in accordance with this clause or included in the initial Bid

E. Bid Opening and Evaluation

- 24. Bid Opening**
- 24.1 The Employer shall open the bids, including modifications made pursuant to Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS**. Any specific opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 20.1, shall be as specified in the BDS.
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid withdrawals, substitutions, or modifications, the presence or absence of Bid Security or Bid-Securing Declaration, if required, and such other details as the Employer may consider appropriate, shall be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22. Substitution Bids and modifications submitted pursuant to ITB Clause 23 that are not opened and read out at bid opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted bids shall be returned un-opened to bidders

- 24.4 The Employer shall prepare Minutes of the Bid Opening, including the information disclosed, to those present, in accordance with ITB Sub-Clause 24.3.
- 25. Confidentiality**
- 25.1 Information relating to the Examination, Clarification, Evaluation, and Comparison of Bids and Recommendations for the Award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the award to the successful Bidder has been announced pursuant to ITB Sub-Clause 34.4. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of its Bid. Notwithstanding the above, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 26. Clarification of Bids**
- 26.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with ITB Clause 28.
- 27. Examination of Bids and Determination of Responsiveness**
- 27.1 Prior to the detailed evaluation of Bids, the Employer shall determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the Security or the Bid Securing Declaration, if required; and (d) is substantially responsive to the requirements of the Bidding Documents.
- 27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 27.3 If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 28. Correction of Errors**
- 28.1 Bids determined to be substantially responsive shall be checked by the Employer for any arithmetic errors. Errors shall be corrected by the Employer as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
 - (b) where there is a discrepancy between the unit rate and the line

item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.

- 28.2 The amount stated in the Bid shall be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected, and the Bid Security may be forfeited or the Bid-Securing Declaration executed in accordance with ITB Sub-Clause 17.5 (b).

29. Currency for Bid Evaluation

- 29.1 Bids shall be evaluated as quoted in the currency stated in accordance with ITB Sub-Clause 15.1, unless a Bidder has used different exchange rates than those prescribed in ITB Sub-Clause 15.2, in which case the Bid shall be first converted into the amounts payable in different currencies using the rates quoted in the Bid and then reconverted to the Employer's currency using the exchange rates prescribed in ITB Sub-Clause 15.2.

30. Evaluation and Comparison of Bids

- 30.1 The Employer shall evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.
- 30.2 In evaluating the bids, the Employer shall determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- (a) making any correction for errors pursuant to ITB Clause 28;
 - (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Daywork, where priced competitively;
 - (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
 - (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.
- 30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 30.4 The estimated effect of any price adjustment conditions under GCC, during the period of implementation of the Contract, shall not be taken into account in Bid evaluation.

31. Preference for Domestic Bidders

- 31.1 If so **indicated in the BDS**, domestic contractors may receive a margin of preference in Bid Evaluation, for which this clause shall apply.
- 31.2 Domestic bidders shall provide all evidence necessary to prove that they meet the following criteria to be eligible for a 7½ percent margin of preference in the comparison of their bids with those of bidders who do not qualify for the preference. They should:
- (a) be registered within the country of the Employer's country ;
 - (b) have majority ownership by nationals of the country of the Employer's country ;
 - (c) not subcontract more than 10 percent of the Contract Price, excluding provisional sums, to foreign contractors.
- 31.3 The following procedure shall be used to apply the margin of preference:
- (a) Responsive bids shall be classified into the following groups:
 - (i) Group A: bids offered by domestic bidders and joint

ventures meeting the criteria of ITB Sub-Clause 31.2; and

- (ii) Group B: all other bids.
- (b) For the purpose of further evaluation and comparison of bids only, an amount equal to 7½ percent of the evaluated Bid prices determined in accordance with ITB Sub-Clause 30.2 shall be added to all bids classified in Group B.

F. Award of Contract

- | | |
|---|--|
| 32. Award Criteria | 32.1 Subject to ITB Clause 33, the Employer shall award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5. |
| 33. Employer's Right to Accept any Bid and to Reject any or all Bids | 33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action. |
| 34. Notification of Award and Signing of Agreement | <p>34.1 The Bidder whose Bid has been accepted shall be notified of the award by the Employer prior to expiration of the Bid validity period in writing. This letter (hereinafter and in the GCC called the "Letter of Acceptance") shall state the sum that the Employer shall pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").</p> <p>34.2 The Letter of Acceptance shall constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with ITB Clause 35 and signing the Agreement in accordance with ITB Sub-Clause 34.3.</p> <p>34.3 The Agreement shall incorporate all agreements between the Employer and the successful Bidder. It shall be signed by the Employer and sent to the successful Bidder, within 28 days following the Letter of Acceptance's date. Within 21 days of receipt, the successful Bidder shall sign the Agreement and deliver it to the Employer.</p> |

- 35. Performance Security**
- 35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall sign the contract and deliver to the Employer a Performance Security in the amount stipulated in the GCC and in the form (Bank Guarantee or Bond) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the GCC.
- 35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a bank located in the country of the Employer, or by a foreign bank acceptable to the Employer through a correspondent bank located in the Employer's country.
- 35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.
- 35.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clauses 35.1 and 34.3 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. Upon the successful Bidder's, signing of the Agreement and furnishing of the Performance Security pursuant to ITB Clause 35.1, the Employer shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Clause 17.4.
- 36. Advance Payment and Security**
- 36.1 The Employer shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as **stated in the BDS**. The Advance Payment shall be guaranteed by a Security. Section X "Security Forms" provides a Bank Guarantee for Advance Payment form.
- 37. Adjudicator**
- 37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the BDS and the SCC at the request of either party.

Section II. Bidding Data Sheet

A. General	
ITB 1.1	The Employer is ADDU CITY COUNCIL <i>The Works are:-</i> Neighborhood fish factory at Maradhoo, Addu City council 1. <i>Architectural, Structural and Services designs of Factory</i> 2. <i>Construction of factory</i> 3. <i>Operation of factory</i>
ITB 2.1	The Project is Neighborhood fish factory at Maradhoo, Addu City council
ITB 4.1	Bidder's company shall be nationality of Maldives and India.
ITB 5.3 (j)	The ceiling for sub contractor's participation is: ten (10) percent of the contract value.
ITB 5.4	The qualification data required from bidders in ITB Sub-Clause 5.4 are modified as follows: none
ITB 5.5	The qualification criteria in ITB Sub-Clause 5.5 are modified as follows:
ITB 5.5 (a)	The multiple is: two(2) The period is: five(5) years
ITB 5.5 (b)	The period is: five(5) years
ITB 5.5 (c)	The essential equipment to be made available for the Contract by the successful Bidder shall be:
ITB 5.5 (e)	NA
ITB 5.5	Add at the end of following sub- clauses 5.5 (f) and 5.5 (g) to read as ITB 5.5 (f) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity = (A x N x 1.5 – B)

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to <current year>price level) taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of the works for which bids are invited.

B= Value, at <current year>price level, if existing commitments and ongoing works to be completed during the period of completion of the works for which bids are invited.

ITB 5.5 (g) Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have: -

- i. Made misleading or false representations in the forms, statements and attachments submitted in the form of the qualification requirements and/or
- ii. Records of poor performance such as abandoning the works, not properly completing the contract, subordinate delays in completion , litigation history, or financial failures etc.; and /or
- iii. Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

ITB 5.6 Subcontractors' experience and resources **shall not** be taken into account.

B. Bidding Documents

ITB 10.1 The Employer's address for clarification is:

Address: Secretariat of the Addu City Council
Medheari Magu
Republic of Maldives
Telephone: +960 6885003
Email: project@adducity.gov.mv

C. Preparation of Bids

ITB 12.1 The language of the bid is: **English**

ITB 13.1 Any additional materials required to be completed and submitted by the Bidders are: -
None

ITB 14.4 The Contract **is not** subject to price adjustment in accordance with GCC Clause 47.

ITB 15.1	The currency of the bid is United State Dollars
ITB 15.2	The authority for establishing the rates of exchange shall be Maldives Monetary Authority .
ITB 15.4	Bidders " are not " required to substantiate the rates and prices
ITB 16.1	The Bid shall be valid for ninety (90) days from the date of opening of bids .
ITB 17.1	<ul style="list-style-type: none"> • Bid shall include a Bid Security issued by a reputable bank using the form for bid security (bank guarantee) included in Section X Security Forms. The Bid Security shall be USD or an equivalent amount in a freely convertible currency.
ITB 17.2	The Bid Security amount is USD
ITB 18.1 an	Alternative Bids can be provided as the bid is open to proposal of alternate locations and end products for the fish factory
ITB 19.1	The number of copies of the Bid to be completed and returned shall be one (1) original and one (1) copies including
D. Submission of Bids	
ITB 20.1	Bidders who submit their bids electronically will be rejected.
ITB 20.2 (a)	<p>The Employer's address for the purpose of Bid submission is</p> <p>Attention: <u>Abdulla Sodiq, Mayor</u></p> <p>Address: Secretariat of the Addu City Council Medheari Magu Republic of Maldives Telephone: +960 6885003 project@adducity.gov.mv</p>
ITB 20.2 (b)	Name and Identification number of the contract as given in ITB 1.1 above in this sheet.
ITB 20.2 (c)	<p>The warning should read DO NOT OPEN BEFORE</p> <p>Date: March 12, 2020</p> <p>Time: 1400 hours</p>
ITB 21.1	The deadline for submission of bids shall be

	Date: March 12, 2020 Time: 1400 hours
E. Bid Opening and Evaluation	
ITB 24.1	The bid opening shall take place at: Address: Secretariat of the Addu City Council Conference hall Medheeari Magu Republic of Maldives Telephone: +960 6885003 Date: March 12, 2020 Time: 1400 hours
ITB 31.1	Domestic contractors shall not receive a margin of preference in Bid evaluation.
F. Award of Contract	
ITB 35.1	The Standard Form of Performance Security acceptable to the Employer shall be " a Bank Guarantee ", unconditional, on demand, commonly specified for Performance Bank Guarantees and five percent (05%) of the Contract Price .
ITB 36.1	The Advance Payment shall be a Bank Guarantee from a bank acceptable to the Employer and limited to ten percent (10) percent of the Contract Price.
ITB 37	The proposed adjudicator is Abdulla Ihsaan (Legal Assistant) of Secretariat of Addu City Council

Section IV. Forms of Bid, Qualification Information, Letter of Acceptance, and Agreement

1. Contractor’s Bid

[date]

Identification No and Title of Contract: [insert identification number and title of the Contract]

Name of Employer

Address of Employer

Having examined the Bidding Documents, including addenda [insert list], we offer to execute the [name and identification number of Contract] in accordance with the GCC accompanying this Bid for the Contract Price of [insert amount in numbers], [insert amount in words] [insert name of currency].

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and, if required, Bid Security or Bid-Securing Declaration as required by the Bidding Documents and specified in the BDS.

We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state “none”)		

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address:

2. Qualification Information

- 1. **Individual Bidders or Individual Members of Joint Ventures**
 - 1.1 Constitution or legal status of Bidder: *[attach copy]*
 - Place of registration: *[insert]*
 - Principal place of business: *[insert]*
 - Power of attorney of signatory of Bid: *[attach]*
 - 1.2 Annual amounts of construction works performed during the last *[insert number pursuant to BDS sub clause 4.5(a)]* years *[insert amounts in the national currency equivalent]*
 - 1.3 Number *[insert number pursuant to BDS sub clause 4.5 (b)]* of works of a nature and amount similar to the Works performed as prime Contractor over the last *[insert number pursuant to BDS 4.5(b)]* years. *[The amounts should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date(s).]*

Project name and country	Name of client and contact person	Type of work performed and year of completion	Value of contract (national currency equivalent)
(a)			
(b)			

- 1.4 Major items of Contractor’s Equipment proposed for carrying out the Works. *[List all information requested below. Refer also to ITB Sub-Clause 5.3 (d).]*

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. *[Attach biographical data. Refer also to ITB Sub-Clause 5.3 (e) and GCC Sub-Clause 9.1.]*

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a)			
(b)			

- 1.7 Financial reports for the last 5 years: balance sheets, profit and loss statements, auditors' reports, etc. *[List below and attach copies.]*
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.10 Information on current litigation(s) in which the Bidder is involved.

Other party(ies)	Cause of dispute	Amount involved
(a)		
(b)		

1.11 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Bidding

Documents.

2. Additional Requirements

2.1 Bidders should provide any additional information required in the BDS.

3. Letter of Acceptance

[letterhead paper of the Employer]

[insert date]

Identification No and Title of Contract: *[insert identification number and title of the Contract]*

To: *[insert name and address of the Contractor]*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number, as given in the PCC]* for the Contract Price of *[insert amount in numbers and words]* *[insert name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

[insert one of the following (a) or (b) options]

- (a) We accept that *[insert name proposed by bidder]* be appointed as the Adjudicator.

- (b) We do not accept that *[insert name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this Letter of Acceptance to *[insert name of the Appointing Authority]*, we are hereby requesting *[insert name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB Clause 37.1.

You are hereby instructed to (a) proceed with the execution of the said Works in accordance with the Contract Documents, (b) sign and return the attached Contract Documents, and (c) forward the performance security pursuant to ITB Sub-Clause 35.1, i.e., within 21 days after receipt of this Letter of Acceptance, and pursuant to GCC Sub-Clause 52.1

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency:

Attachment: Agreement

4. Agreement

Contract No:

This CONTRACT AGREEMENT is made on (hereinafter referred to as the “Contract”),

BETWEEN

....., a company duly incorporated and existing under the Laws of the Republic of Maldives bearing Registration No: and having its registered address and principal place of business at, Republic Of Maldives, (hereinafter referred to as “Employer”, which expression shall include its successors-in-title, liquidators, administrators and assignees where the context so requires or admits);

AND

....., a company duly incorporated and existing under the Laws of the Republic of Maldives bearing Registration No: and having its registered address and principal place of business at, Republic Of Maldives, (hereinafter referred to as the “Contractor”, which expression shall include successors-in-title, liquidators, administrators and assignees where the context so requires or admits);

The Employer and Contractor are hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”.

WHEREAS;

- A) The Award Notification Letter dated to sign a contract with the Contractor for the Neighborhood Fish Factory (hereinafter referred to as the “Works”) in Maradhoo, Addu city, Republic of Maldives (attached in Appendix 2);
- B) The Employer desires that the Works should be executed by the Contractor, and has accepted the Proposal by the Contractor for the execution and completion of these Works and the remedying of any defects therein;

NOW THEREFORE in consideration of the above promises and the mutual promises, covenants and agreements herein set forth, the Parties agree as follows:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract:
 - A. Contract Agreement
 - B. Award Notification Letter
 - C. Appendix to Tender

- D. Particular Conditions of Contract
- E. General Conditions of Contract
- F. Employer's Requirements
- G. Contractor's Proposal
- H. List of Appendices
 - Annex 1: Form of Performance Security
 - Annex 2: Form of Advance Payment Guarantee
 - Annex 3: Approved Detailed Design and Drawings
 - Annex 4: Bill of Quantities
 - Annex 5: Schedule of Payments

3. The Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity 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 final Contract Price at the times and in the manner prescribed by the Conditions of Contract.
5. The Contract Price is lump sum of USD (.....in words), inclusive of all applicable Taxes. The contractor undertakes to pay the insurance payable for contractor all risk insurance policy.
6. Total duration for completion of the Works shall be (..... in words) days from the Commencement Date.
7. The Contractor undertakes to provide Advance Payment Guarantee within 7 (Seven) calendar days from the date of signing this Contract Agreement. The Employer shall make arrangements to release Advance Payment within 14 (Fourteen) calendar days from the date of signing this Contract Agreement and upon receiving Advance Payment Guarantee from the Contractor.
8. The Employer shall promptly confirm to the Contractor the date on which all the conditions mentioned above have been satisfied. If any of these conditions has not been satisfied within the duration stated in this Contract Agreement, this Agreement shall be void and ineffective unless agreed in writing, and any securities issued in relation to the above Works shall be returned.
9. This Contract shall be governed and construed in accordance with laws and regulations of the Republic of Maldives.
10. This Contract is made in 2 originals with the same effect, each Party keep one original.

IN WITNESS WHEREOF the Parties hereto have caused this Contract to be executed the day and year first written above in accordance with the respective Laws.

Signed for and on behalf of the Employer by:		Signed for and on behalf of the Contractor by:	
----- <i>Signature and stamp</i>		----- <i>Signature and stamp</i>	
Name:		Name:	
Designation:		Designation:	
Address:		Address:	
Date:		Date:	

In the Presence of:		In the Presence of:	
----- <i>Signature</i>		----- <i>Signature</i>	
Name:		Name:	
Designation:		Designation:	

Address:		Address:	
Date:		Date:	

Section V. General Conditions of Contract

General Conditions of Contract

The Conditions of Contract comprise the "General Conditions", which form part of the "Conditions of contract for DESIGN, BUILD AND OPERATE PROJECTS"

Edition 2008, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC), and the following "Particular Conditions", which include amendments and additions to such General Conditions.

Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat

P.O. Box 86
1000 Lausanne 12
Switzerland
Facsimile: 41 21 653 5432

Telephone: 41 21 653 5003

Section VI. Particular Conditions of Contract

These "Particular Conditions" are amendments and additions to the "General Conditions" that form part of the "Conditions of contract for DESIGN, BUILD AND OPERATE PROJECTS" First Edition 2008, published by the Federation International des Ingénieurs-Conseils (FIDIC).

Clause No.

Amendments and Additions GENERAL PROVISIONS

1.1 Definitions

1.1.28 Substitute the contents of Sub-Clause 1.1.3.9 with the following:

Day

"Day" means a calendar day and "year" means 365 consecutive calendar days.

1.1.82

Amend by inserting the following words at the end of the Sub-Clause 1.1.5.8:

Works

"Works" shall also mean to include any Project component stated or implied in the Contract. It shall also mean submission of shop-drawings associated with Permanent Works or the Temporary Works.

1.1.25

Amend by inserting the following words at the end of the Sub-Clause 1.1.6.2:

Country

"Country" means the Republic of Maldives in which the Sites are located and where the Permanent Works are to be executed.

1.1.20

Amend by inserting the following new Sub-Clause at the end of Sub-Clause 1.1.19:

Temporary Site

"Temporary Site" means the places or temporary land, which the Employer hands over under the title "Temporary Land". This site is for the purpose of temporary Works that are to be executed and to which Plant and Materials are to be temporarily stored. This Temporary Site will be a place considered to be forming a part of the Site under the Sub-Clause 1.1.17 (Site).

1.5

Delete Sub-Clause 1.5 and substitute:

Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- 1.Contract Agreement
- 2.Award Notification Letter (if any)
- 3.Appendix to Tender
4. Particular Conditions of Contract
- 5.General Conditions of Contract
- 6.Technical Specification
- 7.BOQ,
- 8.Drawing
- 9.The Employer's Requirements
- 10.The Contractor's Proposal, and,
- 11.Appendices

Where discrepancies occur between documents, the Employer shall decide the

	appropriate interpretation and instruct the Contractor accordingly. No instructions issued under this Clause shall substitute a variation.
1.5 Communications	<p>Amend by inserting the following words at the end of the Sub-Clause;</p> <p>All the notices and relevant documents related to Contract shall be written in English, and shall be sent by registered mail, e-mail, and/or fax to the following address:</p> <p>The Employer's address;</p> <p>The Employer's representatives' address;</p>
1.14 Compliance with Laws	<p>Amend by inserting the following words at the end of the Sub-Clause 1.13:</p> <p>For the avoidance of doubt, the Contractor agrees that he shall comply with all applicable Laws, ordinances, codes and regulations in the performance of his obligations under the Contract, including the procurement of permits and certificates where required. If at any time during the term of the Contract, the Contractor is informed or information comes to his attention that he is or may be in violation of any Laws, ordinance or code (or if it is so determined by any court, tribunal or other authority), the Contractor shall immediately take all appropriate steps to remedy such violation and comply with such Laws, regulation, ordinance or code in all respects. Further, the Contractor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any Laws, code of practice or corporate policy applicable to him from time to time."</p>
1.16 Employer's Use of Contractor's Documents	<p>Insert the following Sub-Clause at the end of the Sub-Clause 1.6:</p> <p>When the Contractor submits Contractor's Document for Approval or review such document shall become the property of the Employer.</p>
1.17 Confidential Details	<p>Insert the following Sub-Clause at the end of the Sub-Clause 1.6:</p> <p>The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous written agreement of the Employer.</p>
THE CONTRACTOR	
4.19 Electricity, Water and Gas	<p>Insert the following Sub-Clause at the end of the Sub-Clause 4.4:</p> <p>The Contractor shall bear the cost for electricity and water for Contractor's own use. All the cost should be borne by the Contractor including initial cost and monthly bills. If such services are not available in the site area, Contractor shall</p>

	provide on Contractor's own cost alternative methods to obtain electricity, water and any other utility service, which are required to complete the Works.
4.21 Progress Reports	Weekly and Monthly progress reports shall be prepared by the Contractor and submitted to the Employer in 2 (Two) copies.
COMMENCEMENT DATE, COMPLETION AND PROGRAMME	
8.3 Programme	The Contractor shall submit a program within 28 Days of contract signing
7.4 Late Completion	Liquidated Damages shall be charged at a rate of 0.05% of Contract price per day to a limit of 10% of Contract.
13.4 Payment in Applicable Currencies	Payment shall be made in MVR rufiyaa
CONTRACT PRICE AND PAYMENT	
14 Valuation of the Works	Delete sub-clause 11.1 and substitute (a) the Contract Price is a fixed lump sum and it not subject to adjustments due to re-measurement
RESOLUTION OF DISPUTES	
15.3 Arbitration	Delete Sub-Clause 15.3, and substitute with the following: Any dispute which has been the subject of a notice of dissatisfaction shall be referred to and finally resolved by Arbitration administrated by Maldivian International Arbitration Center in accordance with the Arbitration Rules acceptable to all Parties. The language of the Arbitration shall be English. The Seat of Arbitration shall be Maldives. The Parties also waive irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority, insofar as such waiver may be validly made. The Arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of (or on behalf of) the Employer, and any decision of the Adjudicator or Dispute Adjudication Board, relevant to the dispute. Neither Party shall be limited in the proceedings before the Arbitrators to the evidence or arguments previously put before the Adjudicator or Dispute Adjudication Board to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction.

Section VII. Specifications & Performance Requirements

Section VII. Specifications & Performance Requirements

1. Introduction

This document describes the plan to develop neighborhood fish processing plant at Maradhoo, in Addu city. The Project would contribute significantly to economic and social development and improvement of public welfare, and the investment would increase wealth of the shareholders as well as the overall benefits to the community in general.

Fishing is the main livelihood of the Addu residents and the industry has developed at a rapid pace in the recent past. Bigger fishing dhonis are being added at a steady rate and the amount of catch is on the increase season by season. The present companies are unable to purchase all the fish which landed in Addu city, to cater the fisherman's need to sell their catch Maldives' government wants to develop these kinds of fish processing plants. It will benefit fisherman's and the community it self

2. Addu Advantages.

Other than fishing Addu city has a strong and educated work force. Addu city has a fairly large community where we can look into outsourcing some of the facilities like workers accommodation, canteen services, transport services, laundry and many other services which should, otherwise, be provided by company directly.

Addu atoll has a well-developed desalinated water plant, sewerage system and electric power grid which is capable of catering for industrial fisheries activities. There is an international harbour and an airport close-by so that transport of goods as well as personal can be done much easier than any other place in the country.

3. The Project

The project site is located near the harbor area of Maradhoo in Addu city, adjacent to the causeway. Attached is a picture of the proposed by Addu City council. However, the project is open to investor to propose a new location with reasoning.

The purpose of this project is to build, develop and operate neighborhood fish processing plants at Maradhoo, in Addu city and to purchase fresh skip jack and tuna direct from fisherman, freeze them or keep in chilled form, process them as value added products, store finish product, export or sell locally. The investor can propose end products within the specified capacity per year

4. Scope of the project

- A. to build, develop and operate neighborhood fish processing plant at Maradhoo, in Addu city
- B. purchase fresh skip jack and tuna direct from fisherman capacity of 400 to 800 tons per year
- C. to establish holding and storing facility of fresh fish
- D. to develop and execute value added products of fish
- E. to establish a market chain with in local community, hotel industry and for export

5. General Specifications

Other than buying fish and developing value added products this facility must have admin facility, backup Generator sets or solar power grid, lab, processing unit for each product which will be develop from this facility

6. Location



Section VIII. Drawings

Conceptual drawings must be provided by the investor as the end product and location (within Maradhoo Island) of the factory is open to propose

Section IX. Bill of Quantities

BoQ must be provided as per the conceptual drawings

Section X. Security Forms

Samples of acceptable forms of Bid, Performance, and Advance Payment Securities are provided in this Section X. Bidders shall not complete the Performance and Advance Payment Security forms at this stage of the procurement process. Only the successful Bidder shall be required to provide these two securities.

Form of Bid Security (Bank Guarantee)

*[If required, the **Bank/Bidder** shall fill in this Bank Guarantee form in accordance with the instructions indicated in brackets.]*

[insert bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Employer]*

Date: *[insert date]*

BID GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date]* (hereinafter called "the Bid") for the execution of *[insert name of Contract]* under Invitation for Bids No. *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures expressed in the currency of the Purchaser's Country or the equivalent amount in an international freely convertible currency]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid 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 shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, or (ii) twenty-eight days after the expiration of the Bidder's Bid.

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

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

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

Bid-Securing Declaration

[If required, the Bidder shall fill in this form in accordance with the instructions indicated in brackets.]

Date: *[insert date]*

Name of contract: *[insert name]*

Contract Identification N°: *[insert number]*

Invitation for Bid No.: *[insert number]*

To:

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a bid-securing declaration.
2. We accept that we shall be suspended from being eligible for bidding in any contract with the Employer for the period of time of *[insert time period]* starting on *[insert start date]*, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bid Submission Sheet; or
 - (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the Bidding Documents; or
 - (c) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed *[insert signature(s) of authorized representative]* In the Capacity of *[insert title]*

Name *[insert printed or typed name]*

Duly authorized to sign the bid for and on behalf of *[insert authorizing entity]*

Dated on *[insert day]* day of *[insert month]*, *[insert year]*

Performance Bank Guarantee

(Unconditional)

[The bank/successful Bidder providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security.]

[insert bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Employer]*

Date: *[insert date]*

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

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

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

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures] ([insert amount in words])*,¹ 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 twenty-eight days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the *[insert number day of [insert month], [insert year]*,² whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

¹ *The Guarantor (bank) 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. In preparing this Guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this Guarantee for a period not to*

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.

[signature(s) of an authorized representative(s) of the Bank]

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."

Performance Bond

[The Surety/successful Bidder providing the Bond shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security]

By this Bond, *[insert name and address of Contractor]* as Principal (hereinafter called "the Contractor") and *[insert name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name and address of Employer]* as Oblige (hereinafter called "the Employer") in the amount of *[insert amount of Bond]* *[insert amount of Bond in words]*,³ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Contractor has entered into a Contract with the Employer dated⁴ the *[insert number]* day of *[insert month]*, *[insert year]* for *[insert name of Contract]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or

³ An amount is to be inserted by the Surety, representing the percentage of the Contract Price specified in the Contract Data, and denominated either in the currency(ies) of the Contract or in a freely convertible currency of type and amount acceptable to the Employer.

⁴ Date of Letter of Acceptance or Agreement.

- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[insert day]* day of *[insert month]*, *[insert year]*.

Signed by *[insert signature(s) of authorized representative(s)]*
on behalf of *[name of Contractor]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*
Date *[insert date]*

Signed by *[insert signature(s) of authorized representative(s) of Surety]*
on behalf of *[name of Surety]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*
Date *[insert date]*

Bank Guarantee for Advance Payment

[insert Bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Employer]*

Date: *[insert date]*

ADVANCE PAYMENT GUARANTEE No.: *[insert number]*

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

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee in the sum or sums indicated below.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert 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 *[insert account number]* at *[insert name and address of 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 *[insert number]* day of *[insert month]*, *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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

