



Republic of Maldives

# **BIDDING DOCUMENTS**

**for**

**Procurement of Acoustic Doppler Current Profilers (ADCP) and  
bottom mount systems**

Issued by:

Ministry of Environment and Energy  
Green Building, Handhuvaree Hingun, Maafannu, Male' -20392  
Republic of Maldives

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# **PART 1 - Bidding Procedures**

# Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### A. General

#### 1. Scope of Bid

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

#### 2. Source of Funds

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

#### 3. Fraud and Corruption

- 3.1 It is the Government’s policy to require that Procuring Entities, as well as Bidders, Suppliers, and Contractors and their Subcontractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) “**corrupt practice**” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
    - (ii) “**fraudulent practice**” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
    - (iii) “**collusive practice**” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

- (iv) **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) **“obstructive practice”** is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (bb) acts intended to materially impede the exercise of the Government’s inspection and audit rights provided for under sub-clause 3.1 (e) below.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel in whole or in part the portion of the contract if it determines at any time that representatives of the Purchaser engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Government having taken timely and appropriate action satisfactory to address such practices when they occur;
- (d) will suspend a firm or individual from participation in public procurement, by declaring it ineligible, either indefinitely or for a stated period of time, to be awarded a Government funded contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Government funded contract; and
- (e) will have the right to require that a provision be included in Bidding documents and in contracts financed by the Government, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Government to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Government.

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

#### **4. Eligible Bidders**

4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of

proposed Subcontractors or Suppliers for any part of the Contract including Related Services.

- 4.2 A Bidder shall meet the following criteria to be eligible to participate in public procurement:
- (a) have the legal capacity to enter into the contract;
  - (b) not be insolvent, in receivership, bankrupt or being wound up, its affairs not being administered by a court or a judicial officer, its business activities not being suspended and not the subject of legal proceedings for any of the foregoing;
  - (c) have fulfilled its obligations to pay taxes and social security contributions;
  - (d) not have been, and its directors or officers not have been, convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
  - (e) not have a conflict of interest in relation to the procurement requirement in accordance with Sub-Clause 4.3.
- 4.3 All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
  - (b) submit more than one Bid in this Bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one Bid;
- 4.4 A Bidder that has been suspended from participation in public procurement by the Government in accordance with ITB Clause 3, at the date of contract award, shall not be eligible to be awarded a contract. The list of suspended firms is available at the electronic address specified in the **BDS**.
- 4.5 Government-owned enterprises in the Republic of Maldives shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

## **5. Eligible Goods and Related Services**

- 5.1 All the Goods and Related Services to be supplied under the Contract must have their origin in an eligible country, in accordance with Section V, Eligible Countries.



- 5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## **B. Contents of Bidding Documents**

### **6. Sections of Bidding Documents**

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

#### **PART 1 Bidding Procedures**

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

#### **PART 2 Supply Requirements**

- Section VI. Schedule of Requirements

#### **PART 3 Contract**

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

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

### **7. Clarification of Bidding Documents**

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser’s address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is

received no later than five (05) days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

## **8. Amendment of Bidding Documents**

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

## **C. Preparation of Bids**

### **9. Cost of Bidding**

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

### **10. Language of Bid**

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

### **11. Documents Comprising the Bid**

- 11.1 The Bid shall comprise the following:
  - (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
  - (b) Bid Security or Bid -Securing Declaration, in accordance with ITB Clause 21, if required;
  - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
  - (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to Bid ;

- (e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
- (h) any other document **required in the BDS**.

## **12. Bid Submission Form and Price Schedules**

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

## **13. Alternative Bids**

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

## **14. Bid Prices and Discounts**

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

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

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

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

## **15. Currencies of Bid**

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

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

**16. Documents Establishing the Eligibility of the Bidder**

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

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

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

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

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

**19. Documents Establishing the Qualifications of the Bidder**

- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the Purchaser's satisfaction that:
- (a) if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Republic of Maldives;
  - (b) if required in the BDS, in case of a Bidder not doing business within the Republic of Maldives, the Bidder is or will be (if awarded the contract) represented by an Agent in the Maldives equipped and able to carry out the Supplier's maintenance,

repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

- (c) the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

## **20. Period of Validity of Bids**

- 20.1 Bids shall remain valid for the period **specified in the BDS** after the Bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bid s. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB Sub-Clause 20.3.
- 20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

## **21. Bid Security**

- 21.1 The Bidder shall furnish as part of its Bid, a Bid Security or a Bid -Securing Declaration, if required, as **specified in the BDS** .
- 21.2 The Bid Security shall be in the amount specified in the BDS and denominated in Maldivian Rufiya or a freely convertible currency, and shall:
  - (a) at the Bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
  - (b) be issued by a reputable institution selected by the Bidder and located in any eligible country. If the institution issuing the bond is located outside the Republic of Maldives, it shall have a correspondent financial institution located in the Republic of Maldives to make it enforceable.
  - (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to Bid submission;
  - (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked;
  - (e) be submitted in its original form; copies will not be accepted;
  - (f) remain valid for a period of 28 days beyond the validity period of the Bid s, as extended, if applicable, in accordance with ITB Clause 20.2;
- 21.3 If a Bid Security or a Bid - Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any Bid not accompanied by a substantially responsive Bid Security or Bid

Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.

21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.

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

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB Clause 43;
  - (ii) furnish a Performance Security in accordance with ITB Clause 44.

21.6 The Bid Security or Bid - Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of Bidding, the Bid Security or Bid -Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.

21.7 If a Bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;

the Government may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Government of the Maldives for a period of time **as stated in the BDS**.

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

22.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the **BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

## **D. Submission and Opening of Bid s**

### **23. Submission, Sealing and Marking of Bid s**

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

### **24. Deadline for Submission of Bids**

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

### **25. Late Bids**

- 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 24. Any Bid received by the Purchaser after the deadline for submission of Bid s shall be declared late, rejected, and returned unopened to the Bidder.

### **26. Withdrawal, Substitution, and Modification of Bids**

- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are



required). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

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

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

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

## **27. Bid Opening**

27.1 The Purchaser shall conduct the Bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic Bid opening procedures required if electronic Biding is permitted in accordance with ITB Sub-Clause 23.1, shall be as **specified in the BDS**.

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

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

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

Bidders who submitted Bid s in time, and posted online when electronic Bidding is permitted.

## **E. Evaluation and Comparison of Bids**

### **28. Confidentiality**

- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bid s, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Bid s or contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, 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 Biding process, it should do so in writing.

### **29. Clarification of Bids**

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

### **30. Responsiveness of Bids**

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

### **31. Nonconformities, Errors, and Omissions**

- 31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 31.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

### **32. Preliminary Examination of Bids**

- 32.1 The Purchaser shall examine the Bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
  - (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
  - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.

### **33. Examination of Terms and Conditions; Technical Evaluation**

- 33.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of

Requirements of the Bidding Documents have been met without any material deviation or reservation.

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

#### **34. Conversion to Single Currency**

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

#### **35. Domestic Preference**

- 35.1 Domestic preference shall not be a factor in Bid evaluation.

#### **36. Evaluation of Bids**

- 36.1 The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a Bid , the Purchaser shall consider the following:
- (a) evaluation will be done for Items, as **specified in the BDS** ; and the Bid Price as quoted in accordance with clause 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
  - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
  - (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
- 36.4 The Purchaser's evaluation of a Bid will exclude and not take into account any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.
- 36.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bid s, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

**37. Comparison of Bids**

37.1 The Purchaser shall compare all substantially responsive Bids to determine the lowest-evaluated Bid, in accordance with ITB Clause 36.

**38. Post qualification of the Bidder**

38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bid s**

39.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bid s at any time prior to contract award, without thereby incurring any liability to Bidders.

**F. Award of Contract**

**40. Award Criteria**

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

#### **41. Purchaser's Right to Vary Quantities at Time of Award**

41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.

#### **42. Notification of Award**

42.1 Prior to the expiration of the period of Bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

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

42.3 The Purchaser shall publish on its public notice board the results identifying the Bid and items and the following information: (i) name of each Bidder who submitted a Bid ; (ii) Bid prices as read out at Bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of Bidders whose Bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 21.4.

42.5 Any Bidder may seek administrative review, in accordance with Regulation 52 of the Financial Regulations, of an act or omission by a Purchaser, 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 Purchaser, within ten working days from the date the Bidder knew, or should have known, of the circumstances giving rise to the complaint. If the Accountable Officer does not issue a decision within ten days, or the Bidder is not satisfied with the decision, the Bidder may submit a complaint to the Procurement Policy Section.

#### **43. Signing of Contract**

43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.

43.2 Within three (03) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

43.3 Notwithstanding ITB 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Government of the Republic of Maldives, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid , always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement

has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

**44. Performance Security**

- 44.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful Bidders pursuant to ITB Sub-Clause 21.4.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid -Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section II. Bidding Data Sheet (ITB)

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

ITB Clause Reference	Bid data that supplements the ITB
	<b>A. General</b>
ITB 1.1	<p><b>The Purchaser is:</b></p> <p>Ministry of Environment and Energy Green Building, Handhuvaree Hingun, Maafannu, Male'-20392 Republic of Maldives</p>
ITB 1.1	<p><b>The name and identification number of the Bidding Invitation are:</b></p> <p><b>Name of Bidding Invitation: Procurement of ADCPs and bottom mount systems</b></p> <p><b>The Procurement Reference Number is: (IUL)438-CCD/438/2018/168</b></p>
ITB 4.4	<p>A list of firms suspended from participating in Government funded projects is available at <a href="http://www.finance.gov.mv">http://www.finance.gov.mv</a></p>
	<b>B. Contents of Biding Documents</b>
ITB 7.1	<p><b>For clarification of Bid purposes only, the Purchaser's address is:</b></p> <p>Procurement Department Ministry of Environment and Energy Green Building, Handhuvaree Hingun, Maafannu, Male'-20392 Republic of Maldives Tel: +(960) 301 8300 Fax: +(960) 301 8301 e-mail: <a href="mailto:procurement@environment.gov.mv">procurement@environment.gov.mv</a></p>
	<b>C. Preparation of Bids</b>
ITB 10.1	<p><b>The language of the Bid is:</b> English</p>
ITB 13.1	<p>Alternative Bids shall not be considered.</p>
ITB 14.5	<p><b>The Incoterms edition is:</b></p> <p>Incoterms 2012 - ICC Official Rules for the Interpretation of Trade Terms published in September 1999 by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France.</p>



<b>ITB 14.6</b>	<p><b>The Named Place of Destination:</b></p> <p>For Goods manufactured outside the Purchaser’s Country, to be imported,  Price shall be quoted CIP,  Ministry of Environment and Energy  Green Building, Handhuvaree Hingun, Maafannu, Male’ -20392  Republic of Maldives</p>
<b>ITB 14.6 (a)(ii)</b>	<p><b>The Final destination:</b></p> <p>Ministry of Environment and Energy  Green Building, Handhuvaree Hingun, Maafannu, Male’ -20392  Republic of Maldives</p>
<b>ITB 14.7</b>	<p>The prices quoted by the Bidder shall <b>not</b> be adjustable.</p>
<b>ITB 14.8</b>	<p>Prices quoted shall correspond at least to 100 percent of the items specified  Prices quoted for each item shall correspond at least to 100 percent of the quantities specified.  Partial bids will be rejected as non-responsive.</p>
<b>ITB 15.1</b>	<p><b>The Bidder is required to quote entirely in local currency i.e. Maldivian Rufiyaa (MVR).</b></p>
<b>ITB 18.3</b>	<p>Procurement of Acoustic Doppler Current Profilers (ADCP) and bottom mount systems are expected to be functioning (for the purpose of spare parts): 2 Years</p>
<b>ITB 19.1 (a)</b>	<p><b>Manufacturer’s authorization is:</b> Required</p>
<b>ITB 19.1 (b)</b>	<p><b>After sales service is:</b> Required</p>
<b>ITB 20.1</b>	<p><b>The Bid validity period shall be:</b> 45 Days.</p>
<b>ITB 21.1</b>	<p>Bid shall include <b>Bid Securing Declaration</b> using the form included in Section IV Bidding Forms.</p>
<b>ITB 21.2</b>	<p><b>The amount of the Bid Security shall be:</b> 1% of the estimated cost.</p>
<b>ITB 21.7</b>	<p>If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Government will suspend the Bidder from participation in public procurement for a period as per the rules and regulations of the government</p>
<b>ITB 22.1</b>	<p><b>In addition to the original of the Bid , the number of copies is:</b> One(1)</p>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 23.1</b>	<p>Bidders shall not have the option of submitting their Bid s electronically.</p>

<p><b>ITB 23.2 (c)</b></p>	<p><b>The inner and outer envelopes shall bear the following additional identification marks:</b></p> <p><b>Procurement Department Ministry of Environment and Energy Green Building, Handhuvaree Hingun, Maafannu, Male’-20392 Republic of Maldives Tel: +(960) 301 8300 Fax: +(960) 301 8301 e-mail: procurement@environment.gov.mv</b></p> <p><b>“DO NOT OPEN BEFORE 18<sup>th</sup> June 2018, Monday at 1130 hours</b></p>
<p><b>ITB 24.1</b></p>	<p><b>For <u>bid submission</u> purposes, the Purchaser’s address is:</b></p> <p><b>Procurement Department Ministry of Environment and Energy Green Building, Handhuvaree Hingun, Maafannu, Male’-20392 Republic of Maldives Tel: +(960) 301 8300 Fax: +(960) 301 8301 e-mail: procurement@environment.gov.mv</b></p> <p>The deadline for the submission of bids is: <b>Date: 18<sup>th</sup> June 2018, Monday Time: 1130 local (Male’) time</b></p>
<p><b>ITB 27.1</b></p>	<p><b>The <u>bid opening</u> shall take place at:</b></p> <p><b>Procurement Department Ministry of Environment and Energy Green Building, Handhuvaree Hingun, Maafannu, Male’-20392 Republic of Maldives Tel: +(960) 301 8300 Fax: +(960) 301 8301 e-mail: procurement@environment.gov.mv Date: 18<sup>th</sup> June 2018, Monday Time: 1130hours local (Male’) time</b></p> <p>If the specified bid submission date is declared a holiday for the Purchaser, the bids shall be opened at the next working day at the time and location stated above. Electronic Bidding is NOT permitted.</p>
<p><b>E. Evaluation and Comparison of Bids</b></p>	
<p><b>ITB 36.3(a)</b></p>	<p>Evaluation will be done <u>each separately on item by item basis</u>.</p>
<p><b>ITB 36.3(d)</b></p>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none"> <li>(a) Deviation in Delivery schedule: No</li> <li>(b) Deviation in payment schedule: No</li> <li>(c) the cost of major replacement components, mandatory spare parts, and service: No</li> </ul>

	(d) the availability in the Republic of Maldives of spare parts and after-sales services for the equipment offered in the Bid: YES (e) the projected operating and maintenance costs during the life of the equipment: No (f) the performance and productivity of the equipment offered: No
	<b>F. Award of Contract</b>
<b>ITB 41.1</b>	The maximum percentage by which quantities may be increased is: Nil The maximum percentage by which quantities may be decreased is: Nil

## **Section III. Evaluation and Qualification Criteria**

*This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a Bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.*

### **Section III: Contents**

1. Evaluation Criteria (ITB 36.3 (d))
2. Multiple Contracts (ITB 36.6)
3. Post qualification Requirements (ITB 38.2)

## **1. Evaluation Criteria (ITB 36.3 (d))**

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

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

Bidders offering goods for which after sales services are not available will be treated as non-responsive.

## **2. Post qualification Requirements (ITB 38.2)**

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

### **(a) Experience and Technical Capacity**

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

- (i) During the last three (3) years the bidder must have successfully completed the supply of at least the size of unit comparable to the requirements.
- (ii) The bidder shall furnish data to support that it has the financial capacity to perform the contract and complete the supplies within the stipulated delivery period. In the case of the bidder not being the manufacturer, this requirement applies to the manufacturer.
- (iii) The documentary evidence of the bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 4.

### **All bids Submitted shall also include the following information:**

- (i) The Bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the supply and manufacture of the required Goods within the specified time of completion after meeting all their current commitments.
- (ii) Reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditor's report for the past three years, bankers certificate, etc.

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

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

Bids from Bidders submitting as authorized representatives of a Manufacturer shall meet the above requirements in full, can also be considered provided:-

- (a) The manufacturer furnishes a legally enforceable authorization in the prescribed Form [Section IV] assuring full guarantee and obligations as per GCC and SCC for the goods offered; and
- (b) The bidder, as authorized agent, has supplied items similar to that of Requirements in any one of the last two (2) years, which must be in satisfactory operation.

## Post Qualification Form I – Annual Turnover data

*{All Bidders and partners of a joint venture must complete the information in this form. The information supplied should be the annual turnover of the Bidder (or each member of joint venture), the terms of the amounts billed to the clients for each year for work in progress or completed at the end of the period reported. Use a separate sheet for each partner of a joint venture}.*

Annual turnover data for the last three years	
Year	Turnover
2009	
2010	
2011	

## Post Qual Form II - Summary of Contract Commitments

*{All Bidders and partners of a joint venture Bidder 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, for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.}*

Name (& description) of Contract	Value of outstanding work	Estimated completion date
1		
2		
3		
4		
5		
6		
7		

## Post Qualification Form III – Financial Data

*{All Bidders and partners of a joint venture, should provide financial information to demonstrate that they meet the requirements for prequalification. Each applicant or partner of a joint venture must fill in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheet for each of the last three years should be attached}.*

<b>Banker details:</b>	
Name of Banker: .....	
Address of Banker: .....	
Telephone: .....	Contact name and title: .....
Facsimile: .....	Email: .....

### Summary of actual assets and liabilities for the previous three years

Financial information	Previous three years		
	2011	2010	2009
1. Total assets			
2. Current assets			
3. Total liabilities			
4. Current liabilities			

### Specify proposed sources of credit line to meet the cash flow demands of the Project.

Source of credit line	Amount
1.	
2	

*Attach audited financial statement for the last three years (for the individual applicant or each partner). Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountants.*



## Post Qualification Form IV – Experience of contracts of similar nature

List all contracts performed in the last five years, valued over the amount stated in Section III. Attach reference letters.

Description (& scope) of Goods supplied	Name of Client & Contact Person	Year of Completion	Currency & Value of Contract

## Section IV. Bidding Forms

### Table of Forms

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## Bidder Information Form

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

Date: *[insert date (as day, month and year) of Bid Submission]*  
 Procurement Reference No.: *[insert reference number]*

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

1. Bidder's Legal Name	<i>{insert Bidder's legal name}</i>
2. In case of JV, legal name of each party:	<i>{insert legal name of each party in JV}</i>
3. Bidder's actual or intended Country of Registration:	<i>{insert actual or intended Country of Registration}</i>
4. Bidder's Year of Registration:	<i>{insert Bidder's year of registration}</i>
5. Bidder's Legal Address in Country of Registration:	<i>{insert Bidder's legal address in country of registration}</i>
<b>6. Bidder's Authorized Representative Information</b>	
Name:	<i>{insert Authorized Representative's name}</i>
Address:	<i>{insert Authorized Representative's Address}</i>
Telephone/Fax numbers:	<i>{insert Authorized Representative's telephone/fax numbers}</i>
Email Address:	<i>{insert Authorized Representative's email address}</i>
<p>7. Attached are copies of original documents of: <i>{check the box(es) of the attached original documents}</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above.</li> <li><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement.</li> <li><input type="checkbox"/> In case of government owned entity from the Republic of Maldives, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.</li> </ul>	

## Joint Venture Partner Information Form

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

Date: *[insert date (as day, month and year) of Bid Submission]*  
 Procurement Reference No.: *[insert reference]*

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

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

## Bid Submission Form

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

Date: *{insert date (as day, month and year) of Bid Submission}*  
Procurement Reference No.: *{Insert reference}*

**To: Mr. Hussain Afshan**  
**Assistant Director**  
**Procurement Department**  
**Ministry of Environment and Energy**  
**Green Building, Handhuvaree Hingun, Maafannu, Male'-20392**  
**Republic of Maldives**  
**Tel: +(960) 301 8300**  
**Fax: +(960) 301 8301**  
**e-mail: procurement@environment.gov.mv**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_ *{insert the number and issuing date of each Addenda}*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services \_\_\_\_\_ *{insert a brief description of the Goods and Related Services}*;
- (c) The total price of our Bid , excluding any discounts offered in item (d) below, is: \_\_\_\_\_ *{Insert the total Bid price in words and figures, indicating the various amounts and the respective currencies}*;
- (d) The discounts offered and the methodology for their application are:  
**Discounts.** If our Bid is accepted, the following discounts shall apply. \_\_\_\_\_ *{Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.}*  
**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: \_\_\_\_\_ *{Specify in detail the method that shall be used to apply the discounts}*;
- (e) Our Bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the Bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries \_\_\_\_\_ [insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]

- (h) We are eligible in accordance with ITB Sub-Clause 4.2 and have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (i) 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, in accordance with ITB Sub-Clause 4.4;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the Bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

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

*{If none has been paid or is to be paid, indicate “none.”}*

- (k) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Signed: ..... *{insert signature of authorised person}*

Name: ..... *{insert complete name of person signing}*

In the capacity of: ..... *{insert legal capacity of person signing}*

Duly authorized to sign the Bid for and on behalf of ..... *{insert complete name of Bidder}*

Date: ..... day of ..... *{DD/MM/YY}*

## **Price Schedule Forms**

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

<b>Price Schedule: Goods delivered to nominated point in the Republic of Maldives.</b>						
Date: _____		Procurement Ref No: _____			Page N° ____ of ____	
1	2	3	4	5	6	7
Line Item N°	Description of Goods	Country of Origin	Delivery Date	Quantity and physical unit	Unit price Delivered to Final destination [insert place of destination] in accordance with ITB 14.6(a)	Total price Delivered to Final Destination [insert place of destination] per line item (Col. 5 x 6)
		<i>{insert country of origin of the Good}</i>	<i>{insert quoted delivery date as defined by Incoterms}</i>	<i>{insert number of units to be supplied and name of the physical unit}</i>	<i>{insert unit price delivered per unit}</i>	<i>{insert total delivered price per line item}</i>
1	Nortek Signature500 + Burst current profiles, 5 beams + Wave measurements			2 Nos		
2	Nortek Canister for 2*36D (540 Wh) battery pack			3 Nos		
3	Nortek 540 Wh 18V battery pack			10		
4	Nortek Y-split Signature cable for 2 external battery canisters			1		
5	Nortek Storm wave processing and display software			1		
6	Mooring Systems TPG-O Gimbaled bottom tripod			2		
7	Mooring Systems MDAG-SV Inner clamp for attaching Nortek Signature500 to included gimbal			2		



**Procurement of Acoustic Doppler Current Profilers (ADCP) and bottom mount systems**

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8	Mooring Systems MT-LEAD10 Counter weight 4.5 kg block used for small ADCPs	2
9	Mooring Systems Brkt-Batt Fiberglass bracket with straps for external battery housing	3
10	Mooring Systems YEP Yellow epoxy paint with hard protective clear coat	2
11	Mooring Systems Brkt-PUB pop up buoy bracket with 4.5 kg buoyancy compensation ballast	2
12	MooringSystems MT-LEAD60 Lead ballast 27kg	6
13	Edge Tech 0009338 PORT LF-SD Pop-Up Recovery System (250kg- 200m)	2
14	Edge Tech 0007569 Alkaline welded battery pack for model PORT-LF-SD	9
15	Edge Tech 0005844 PORT release link for all PORT releasers	9
16	Edge Tech 0011624 PACS Deck Unit with LF Transducer	1
17	120m length 8mm diameter Kevlar rope	2
18	250m length 8mm diameter Kevlar rope	1
19	Notebook Pc Intel i5 processor, Windows 10, RJ45 Ethernet LAN, WiFi, 15" display, SD memory card reader.	1

**Procurement of Acoustic Doppler Current Profilers (ADCP) and bottom mount systems**

---

20	GoPro HERO 4 Black camera 4K video recording, wide angle of view, WiFi	1
21	GoPro HERO 4 Black 60m dive housing	1
22	Memory card SanDisk Extreme Pro 64GB UHS-1/U3 with SD adapter	1
23	GoPro HERO 4 underwater Wifi extension cable 250ft/76 m	1
24	10" Tablet Wifi, Android 5.1 or above, Octa-core, 4GB RAM, 16GB NAND flash.	1
25	100m length, 3mm diameter generic rope	1
26	2kg/4 pounds dive weight	4
27	Consumables( shackles, bolts, nuts, ropes, metal-free transparent antifouling spray paint)	1
<b>Total Bid Price (Goods delivered to final destination)</b>		
Name of Bidder <i>{insert complete name of Bidder}</i> Signature of Bidder <i>{signature of person signing the Bid }</i> Date <i>{Insert Date}</i>		

## Price and Completion Schedule - Related Services

<b>Date:</b> _____		<b>Procurement Ref No:</b> _____			<b>Page N°</b> ____ <b>of</b> ____	
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>
Service N°	Description of Services <sup>a)</sup>	Country of Origin	Service Period at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5 x 6 or estimate)
		<i>{insert country of origin of the Services}</i>	<i>{insert period service will take at place of final destination - per Service}</i>	<i>{insert number of units to be supplied}</i>	<i>{insert unit price per Service}</i>	<i>{insert total price per services}</i>
			<b>Total Bid Price (Related services)</b>			
Name of Bidder <i>{insert complete name of Bidder}</i>		Signature of Bidder <i>{Signature of person signing the Bid}</i>		Date <i>{insert date}</i>		

Notes: a) Services described under column 2 must exclude inland transportation and other services required in the Republic of Maldives to convey the goods to their final destination (as those costs are included in the delivered price of the goods in previous Price Schedule).

## Bid -Securing Declaration

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

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

Bid No.: *[number of bidding process]*

To:

We, the undersigned, declare that:

We understand that, according to your conditions, Bid s must be supported by a Bid -Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[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 in the Form of Bid ; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of Bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed:..... *[signature of person whose name and capacity are shown]*

In the capacity of ..... *[legal capacity of person signing the Bid Securing Declaration]*

Name:..... *[complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of: .....*[complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[date of signing]*

Corporate Seal (where appropriate)

*[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid .]*

## Section V. Eligible Countries

### Eligibility for the Provision of Goods in Public Procurement

1. The Ministry of Environment and Energy permits eligible firms and individuals from the Maldives to offer goods 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 Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding:

**No countries excluded from Bidding.**

# **PART 2 - Supply Requirements**

# Section VI. Schedule of Requirements

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## 1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Qty	Physical unit	Final Destination	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the Bidder]
1	Nortek Signature500 + Burst current profiles, 5 beams + Wave measurements	02	Set	Ministry of Environment and Energy		1 months from sign of Contract Agreement	
3	Nortek Canister for 2*36D (540 Wh) battery pack	3		Ministry of Environment and Energy		1 months from sign of Contract Agreement	
4	Nortek 540 Wh 18V battery pack	10		Ministry of Environment and Energy		1 months from sign of Contract Agreement	
5	Nortek Y-split Signature cable for 2 external battery canisters	1		Ministry of Environment and Energy		1 months from sign of Contract Agreement	
6	Nortek Storm wave processing and display software	1		Ministry of Environment and Energy		1 months from sign of Contract Agreement	
7	Mooring Systems TPG-O Gimbaled bottom tripod	2		Ministry of Environment and Energy		1 months from sign of Contract Agreement	



**Procurement of Acoustic Doppler Current Profilers (ADCP) and bottom mount systems**

8	Mooring Systems MDAG-SV Inner clamp for attaching Nortek Signature500 to included gimbal	2		Ministry of Environment and Energy		1 months from sign of Contract Agreement	
9	Mooring Systems MT-LEAD10 Counter weight 4.5 kg block used for small ADCPs	2		Ministry of Environment and Energy		1 months from sign of Contract Agreement	
10	Mooring systems Brk-Batt Fiberglass bracket with straps for external battery housing.	3		Ministry of Environment and Energy		1 months from sign of Contract Agreement	
11	Mooring Systems YEP Yellow epoxy paint with hard protective clear coat	2		Ministry of Environment and Energy		1 months from sign of Contract Agreement	
12	Mooring Systems Brkt-PUB pop up buoy bracket with 4.5 kg buoyancy compensation ballast	2		Ministry of Environment and Energy		1 months from sign of Contract Agreement	
13	Mooring Systems MT-LEAD60 Lead ballast 27kg	6		Ministry of Environment and Energy		1 months from sign of Contract Agreement	
14	Edge Tech 0009338 PORT LF-SD Pop-Up Recovery System (250kg- 200m)	2		Ministry of Environment and Energy		1 months from sign of Contract Agreement	
15	Edge Tech 0007569 Alkaline welded battery pack for model PORT-LF-SD	9		Ministry of Environment and Energy		1 months from sign of Contract Agreement	

**Procurement of Acoustic Doppler Current Profilers (ADCP) and bottom mount systems**

16	Edge Tech 0005844 release link for all PORT releasers	9		Ministry of Environment and Energy		1 months from sign of Contract Agreement	
17	Edge Tech 0011624 PACS Deck Unit with LF Transducer	1	Lump sum	Ministry of Environment and Energy		1 months from sign of Contract Agreement	
18	120m length 8mm diameter Kevlar rope	2		Ministry of Environment and Energy		1 months from sign of Contract Agreement	
19	250m length 8mm diameter Kevlar rope	2		Ministry of Environment and Energy		1 months from sign of Contract Agreement	
20	Notebook Pc Intel i5 processor, Windows 10, RJ45 Ethernet LAN, WiFi, 15" display, SD memory card reader.	1		Ministry of Environment and Energy		1 months from sign of Contract Agreement	
21	GoPro HERO 4 Black camera 4K video recording, wide angle of view, WiFi	1		Ministry of Environment and Energy		1 months from sign of Contract Agreement	
22	GoPro HERO 4 Black 60m dive housing	1		Ministry of Environment and Energy		1 months from sign of Contract Agreement	
23	Memory card SanDisk Extreme Pro 64GB UHS-1/U3 with SD adapter	1		Ministry of Environment and Energy		1 months from sign of Contract Agreement	

**Procurement of Acoustic Doppler Current Profilers (ADCP) and bottom mount systems**

24	GoPro HERO 4 underwater Wifi extension cable 250ft/76 m	1		Ministry of Environment and Energy		1 months from sign of Contract Agreement	
25	10" Tablet Wifi, Android 5.1 or above, Octa-core, 4GB RAM, 16GB NAND flash.	1		Ministry of Environment and Energy		1 months from sign of Contract Agreement	
26	100m length, 3mm diameter generic rope	1		Ministry of Environment and Energy		1 months from sign of Contract Agreement	
27	2kg/4 pounds dive weight	4		Ministry of Environment and Energy		1 months from sign of Contract Agreement	
28	Consumables( shackles, bolts, nuts, ropes, metal-free transparent antifouling spray paint)	1		Ministry of Environment and Energy		1 months from sign of Contract Agreement	

## 2. List of Related Services and Completion Schedule

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

Service No	Description of Service	Quantity <sup>1</sup> <i>[insert quantity of items to be supplied]</i>	Physical Unit <i>[insert physical unit for the items]</i>	Place where Services shall be performed <i>[insert name of the Place]</i>	Final Completion Date(s) of Services <i>[insert required Completion Date(s)]</i>
1	A stainless steel bracket needed to fix the pop-up to the tripod leg in vertical position. ( These brackets can be made locally at local workshops)	02	02	Male', Ministry of Environment and Energy	1 Month from Supply and Delivery to the site

1. If applicable

### **3. Technical Specifications and Compliance Schedule**

#### **1. INTRODUCTION**

- 1.1 The bids must include supply, delivery and related services, as mentioned herein.
- 1.2 These specifications are the minimum requirements for the equipment. The equipment furnished to these specifications must meet or exceed all requirements herein. Modifications of or additions to basic standard equipment of less size or capability to meet these requirements will not be acceptable.
- 1.3 The items shall conform in capability, strength, quality and workmanship to the accepted standards of the industry and relevant international quality standards. The equipment offered shall be field-proven for a minimum of two years.
- 1.4 Bidders are cautioned to read the specifications carefully, as there may be special requirements not commonly offered by all manufacturers. Nevertheless, the technical specifications presented herein are not to be construed as necessarily defining a particular manufacturer's product, model or features.
- 1.5 The bidders are required to complete the last column of the specification tables, with a clear and specific confirmation (yes or no). If there are deviations from the specifications, a separate list referring to the items concerned, explaining these deviations should be attached. The bidders are encouraged to provide specification sheets or any other pertinent material, which may highlight their bid or help a better evaluation. However notwithstanding this, the filling out of the last column is an essential requirement. The bidders are requested not to write phrases such as "see attached sheets or specifications" as these will be considered non-compliant.

The Goods and Related Services shall comply with following Technical Specifications and Standards:

## **2. Description of ADCP and bottom mount systems**

The measuring station consists of an ADCP (Acoustic Doppler Current Profiler) mounted on a gimballed bottom tripod equipped with a pop-up releaser, three additional ballasts and battery canisters.

Two slightly different stations will be set up:

- the "Long-term station" able to collect data for 12 months
- the "Short-term station" able to collect data for up to 6 months. The two differ in the number of mounted battery canisters: two for the Long-term station and one for the Short-term one.

A brief description of the most important elements of the station is reported below.

The ADCP Nortek Signature500 ensures 60 m profiling range at 1m cell size and velocity accuracy less or equal to 1cm/s at 20 minutes interval. Wave's height and direction are recorded as well.

The tripod (bottom mount for ADCP) has a gimbal to ensure the vertical orientation of the ADCP even in case of sloped seabed (as performance of ADCP is notably reduced when the tilt exceeds 5 degrees). It is provided with three additional ballasts (27 kg each), under each foot to ensure stability even in case of heavy currents.

The pop-up releaser, fixed to one foot of the tripod, guarantees the ability to retrieve the system.

The tripod (bottom mount for ADCP) has a gimbal to ensure the vertical orientation of the ADCP even in case of sloped seabed (as performance of ADCP is notably reduced when the tilt exceeds 5 degrees). It is provided with three additional ballasts (27 kg each), under each foot to ensure stability even in case of heavy currents.

The pop-up releaser, fixed to one foot of the tripod, guarantees the ability to retrieve the system.

Once the releasing signal is coming from the deck unit on the surface, is received, the half-top buoy of the pop-up is left free to float and carry the kevlar rope connected to the tripod and needed for the retrieval. In addition, the pop-up releaser, if hardly fixed to the tripod, can be used to provide information about the correct deployment of the ADCP, in fact, if interrogated, it responds with its inclination state (which matches the inclination of the tripod).

A 120 m length 8 mm diameter Kevlar rope, placed inside the pop-up releaser, is used for the retrieve operations. Another 250 m length 8 mm diameter Kevlar rope is used for the tripod deployment. The traction resistance of the Kevlar rope is about 4000 kg.

Each battery canister, able to hold two-540Wh battery packs, is connected to the internal side of one leg of the tripod and provides energy to the ADCP for 6 months (with the relevant parameters set). The releaser deck unit, together with the transducer that has to be immersed in water, is used to send the releasing code from the surface to the pop-up buoy or for asking the inclination status.

## 4. Inspections and Tests

The Manufacture and/or Supplier shall carry out any test and/or inspection deemed necessary to verify that the characteristics and performance of the Goods comply with the *Schedule of Requirements and Technical Specifications*.

### 4.1 Inspections

- 4.1.1 Factory Inspections: The standard factory testing shall be performed on the Equipment and Factory testing/inspection report may be provided with the Bid.
- 4.1.2 Inspections following delivery: with the assistance of Supplier/Manufacturer, the Purchaser shall inspect all goods **within 10 working days of delivery**.
- 4.1.3 Final delivery and acceptance of the Equipment and other goods at the site shall be subjected to a visual, functional and quantitative check in the presence of the Purchaser's representative or its duly authorized technical representative.

Verifying and checking any defective and non-functioning equipment shall be replaced by the Supplier with no additional cost to the Purchaser.

Should the inspected or tested components fail to conform to the Technical Specifications, the Purchaser may reject the component(s), and the Supplier shall either replace the rejected component(s), or make alterations as necessary so that it meets the Employer's Requirements at no additional cost to the Purchaser.

After the delivery, inspection, testing and commissioning of equipment, Supplier shall obtain a Certificate of Delivery Inspection.

### 4.2 Pre-commissioning Tests

- 4.2.1 In addition to the Supplier's standard check-out and set-up tests, the Supplier/Manufacturer must perform the required factory tests on the Equipment and its Accessories before assembling /Installation will be deemed to have occurred and the Manufacturer will issue the Pre-commissioning Tests Certificate which shall be submitted by the Supplier with the Bid.
- 4.2.2 Pre-commissioning test shall be conducted by the Supplier on completion of inspections by the Purchaser. The Supplier's pre-commissioning responsibilities shall include but not be limited to the following:
  - (a) Prepare and submit pre-commissioning report. The report shall be submitted to the Purchaser for review / approval before starting of pre-commissioning activities and shall include as a minimum, pre-commissioning plans, procedures and checklists.
  - (b) Perform systematic conformity checks on all equipment to verify the condition of the equipment, the compliance with project specifications, manufacturer's instructions, safety rules, codes, standards, good practice, etc.
  - (c) Perform/supervise functional test of all Equipment.

- 4.2.3 The Supplier shall be responsible for commissioning the Information Systems, witnessed by the Purchaser's representative or its duly authorized technical representative. Before starting commissioning, the Supplier shall submit to the Purchaser review/approval the commissioning procedures & activities. As a minimum the commissioning activities shall include manufacturer's recommended check lists for conformity checks of completed system, to ensure that system has been installed, tested in complete all respects and will function as per the industrial standard.

### **4.3 Operational Acceptance Tests**

- 4.3.1 Pursuant to GCC Clause 28 and related SCC clauses, the Purchaser (with the assistance of the Supplier) will perform the requisite tests on the System and its Subsystems following Installation to determine whether the Equipment and the Accessories meet all the requirements mandated for Operational Acceptance.
- 4.3.2 Supplier will demonstrate and make functional the features supported by respective Equipment and Accessories.
- 4.3.3 The acceptance will also involve trouble free operation for reasonable period on such equipment. There should not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of equipment should occur.
- 4.3.4 Testing may simply consist of requiring a specified period of trouble-free Equipment and Accessories operation under normal operating conditions.



# **PART 3 - Contract**

## Section VII. General Conditions of Contract

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## **Section VII. General Conditions of Contract**

### **1. Definitions**

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

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

### **2. Contract Documents**

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

### **3. Fraud and Corruption**

3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days’ notice to the Supplier, terminate the Supplier's employment

under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.

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

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

#### **4. Interpretation**

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

4.2 Incoterms

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

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

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

4.5 Nonwaiver

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

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

4.6 Severability

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

**5. Language**

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

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

**6. Joint Venture, Consortium or Association**

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

**7. Eligibility**

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

7.2 All Goods and Related Services to be supplied under the Contract and funded by the Government shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## **8. Notices**

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

## **9. Governing Law**

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

## **10. Settlement of Disputes**

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

## **11. Inspections and Audit by the Government**

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

## **12. Scope of Supply**

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

## **13. Delivery and Documents**

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

#### **14. Supplier's Responsibilities**

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

#### **15. Contract Price**

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

#### **16. Terms of Payment**

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

#### **17. Taxes and Duties**

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

#### **18. Performance Security**

- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

## **19. Copyright**

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

## **20. Confidential Information**

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

## **21. Subcontracting**

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



## **22. Specifications and Standards**

### **22.1 Technical Specifications and Drawings**

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

## **23. Packing and Documents**

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

## **24. Insurance**

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

## **25. Transportation**

- 25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

## **26. Inspections and Tests**

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Schedule of Requirements.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Republic of Maldives as specified in the Schedule of Requirements. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and

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

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

## **27. Liquidated Damages**

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

## **28. Warranty**

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the Maldives.

- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **29. Patent Indemnity**

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

- (a) the installation of the Goods by the Supplier or the use of the Goods in the Maldives; and
- (b) the sale in any country of the products produced by the Goods.

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

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual

property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

### **30. Limitation of Liability**

30.1 Except in cases of criminal negligence or wilful misconduct,

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

### **31. Change in Laws and Regulations**

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

### **32. Force Majeure**

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **33. Change Orders and Contract Amendments**

- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
  - (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### **34. Extensions of Time**

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

#### **35. Termination**

##### **35.1 Termination for Default**

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for

such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**35.2 Termination for Insolvency.**

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

**35.3 Termination for Convenience.**

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

**36. Assignment**

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

**37. Export Restriction**

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

## Section VIII. Special Conditions of Contract

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

GCC clause reference	Special Conditions	
1.1(h)	The Purchaser is:	Ministry of Environment and Energy Green Building, Handhuvaree Hingun, Maafannu, Male', 20392 Republic of Maldives
1.1 (m)	The Project Site(s)/Final Destination(s) is/are:	Ministry of Environment and Energy Green Building, Handhuvaree Hingun, Maafannu, Male', 20392 Republic of Maldives
4.2 (b)	Interpretation	The version edition of Incoterms shall be 2010.
5.1	The language shall be:	English
8.1	For notices, the Purchaser's address shall be:	Ministry of Environment and Energy Green Building, Handhuvaree Hingun, Maafannu, Male', 20392 Republic of Maldives Tel: +(960) 301 8300 Fax: +(960) 301 8301
9.1	The governing law shall be:	the law of the Republic of Maldives.
10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be:	Any dispute between the Purchaser and a Supplier who is a national of the Purchaser's country arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Republic of Maldives.
13.1	Details of Shipping and other documents to be furnished are:	<p><b>For Goods supplied from abroad:</b></p> <p>Upon shipment, the Supplier shall notify the Purchaser and the insurance company in writing the full details of the shipment. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall fax and then send by courier the following documents to the Purchaser, with a copy to the insurance company:</p> <p>(i) one originals and two copies of the Supplier's invoice, showing the Purchaser as the consignee; the Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original;</p>

GCC clause reference	Special Conditions
	<ul style="list-style-type: none"> <li>(ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked “freight prepaid” and showing Purchaser as the consignee and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, road consignment note, truck or air waybill, or multimodal transport document, marked “freight prepaid” and showing delivery through to final destination as per the Schedule of Requirements;</li> <li>(iii) two copies of the packing list identifying contents of each package;</li> <li>(iv) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;</li> <li>(v) one original of the manufacturer’s or Supplier’s Warranty Certificate covering all items supplied;</li> <li>(vi) one original of the Supplier’s Certificate of Origin covering all items supplied;</li> </ul> <p><b>For Goods from within the Maldives:</b></p> <p>Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:</p> <ul style="list-style-type: none"> <li>(i) two originals and two copies of the Supplier’s invoice, showing the Purchaser, the Contract number, Goods’ description, quantity, unit price, and total amount. Invoices must be signed in original;</li> <li>(ii) two copies of delivery note, road consignment note, truck or air waybill, or multimodal transport document showing Purchaser as the consignee and delivery through to final destination as stated in the Contract;</li> <li>(iii) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;</li> <li>(iv) four copies of the packing list identifying contents of each package;</li> <li>(v) one original of the manufacturer’s or Supplier’s Warranty certificate covering all items supplied;</li> <li>(vi) one original of the Supplier’s Certificate of Origin covering all items supplied;</li> </ul>



GCC clause reference	Special Conditions	
		<p>(vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required);</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
15.1	Contract Price	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
16.1	Terms of payment	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the contract or another form acceptable to the Purchaser.</p> <p><b>For Goods from abroad:</b></p> <p>On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13.</p> <p><b>For Goods from the Maldives:</b></p> <p>On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</p> <p><b>On Acceptance:</b> Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment shall be made in Maldivian Rufiyaa (MVR).</p>
16.5	Payment delays	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be sixty (60) days.

**Procurement of Acoustic Doppler Current Profilers (ADCP) and bottom mount systems**

GCC clause reference	Special Conditions	
		The interest rate that shall be applied is two (2%) percent per annum.
17.1	Taxes and Duties	The Supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed.
18.1	Performance Security	A Performance Security shall NOT be required
18.3	If required, the Performance Security shall be in the form of:  If required, the Performance security shall be denominated in	Not Applicable
18.4	Discharge of the Performance Security shall take place:	Not Applicable
23.2	The packing, marking and documentation within and outside the packages shall be:	Ministry of Environment and Energy Green Building, Handhuvaree Hingun, Maafannu, Male', 20392 Republic of Maldives
24.1	The insurance coverage shall be:	As specified in the Incoterms
25.1	Responsibility for transportation of the Goods shall be:	As specified in the Incoterms.
27.1	The liquidated damage shall be:	one half of one percent (0.5%) per day.
27.1	The maximum amount of liquidated damages shall be:	Ten (10%) percent of the Contract Price.
28.3	The period of the Warranty shall be:  For purposes of the Warranty, the place(s) of final destination(s) shall be:	Thirty Six (36) months  Ministry of Environment and Energy Green Building, Handhuvaree Hingun, Maafannu, Male', 20392 Republic of Maldives
28.5	The period for repair or replacement shall be:	Within fourteen (14) days of receipt of Notice.

## **Section IX. Contract Forms**

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# 1. Contract Agreement

## Procurement Reference:

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) the Government of the Republic of Maldives through Ministry of Environment and Energy, and having its principal place of business in Ameenee Magu, Maafannu, Male', Republic of Maldives (hereinafter called "the Purchaser"), and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier").

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement;
  - (b) Special Conditions of Contract;
  - (c) General Conditions of Contract;
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications);
  - (e) The Supplier's Bid and original Price Schedules;
  - (f) The Purchaser's Letter of Acceptance;
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or

**Procurement of Acoustic Doppler Current Profilers (ADCP) and bottom mount systems**

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such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

**For and on behalf of the Purchaser**

Signed:	.....
Name:	
In the capacity of:	<i>[Title or other appropriate designation]</i>

**For and on behalf of the Supplier**

Signed:	..... <i>[signature of authorized representative(s) of the Supplier]</i>
Name:	
In the capacity of:	<i>[Title or other appropriate designation]</i>

## 2. Bid Securing Declaration

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

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

Bid No.: *[number of bidding process]*

Alternative No.: *[identification No if this is a Bid for an alternative]*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[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 in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: *[signature of person whose name and capacity are shown]* In the capacity of *[legal capacity of person signing the Bid Securing Declaration]*

Name: *[complete name of person signing the Bid Securing Declaration]*

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[date of signing]*  
Corporate Seal (where appropriate)

*[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]*

### 3. Bank Guarantee for Advance Payment

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

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

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

Procurement Reference No: *[insert reference]*

*[Issuing bank's letterhead]*

**Beneficiary:** *[insert legal name and address of Purchaser]*

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)<sup>1</sup> in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date<sup>2</sup>]*. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months][one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

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

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

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

<sup>2</sup> *Insert the Delivery date stipulated in the Contract Delivery Schedule.*