

TENDER

DOCUMENT

for the Procurement of: **Construction of Island Waste Management Centre at M. Mulah**

Procurement Reference No: **MV-MEE-60158-CW-RFB**

Iulaan No: **(IUL)438/1/2018/21**

Employer/Procuring Entity: **Ministry of Environment and Energy**

Date of Issue: **27th May 2018**

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PART 1: TENDER PROCEDURES

Preparation of Tenders:

You are requested to tender for the Works by completing, signing and returning:

1. the Tender Submission Sheet in this Part;
2. a copy of certificate of National Contractors Registration;
3. a priced Bill of Quantities or Activity Schedule in Part 2;
4. a copy of your certificate of registration demonstrating your registered contractor status;
5. a copy of your trading licence or equivalent;
6. audited financial reports submitted to Ministry of Economic Development or Maldives Inland Revenue Authority
7. a copy of your tax clearance certificate dated no later than **1 month** prior to bid submission and GST registration;
8. company profile
9. Bank statement of the last 3 months. Or a letter by the bank stating average balance of the account.
10. Experience for the last 3 years. Reference letters should be provided.

You are advised to carefully read the complete Tender document, including the Conditions of Contract in Part 3: Contract, before preparing your Tender. The standard forms in this Tender may be retyped for completion but the Tenderer is responsible for their accurate reproduction. All pages of the Tender must be clearly marked with the Procurement Reference Number above and the Tenderer's name and any reference number.

Validity of Tenders:

The Tender validity required is 90 days.

Submission of Tenders:

Tenders must be submitted in writing either by post or hand-delivery to the address below, no later than the date and time of the deadline below. Late submissions will be rejected.

Date for Submission: **14th June 2018**

Time of Submission **1030 Hrs** Maldivian time

Address for submission: Ministry of Environment and Energy

 Handhuvaree Hingun

 Male', Maldives

Evaluation of Tenders:

Tenders will be evaluated using the following methodology:

1. Preliminary examination to confirm that all documents required have been provided, to confirm the eligibility and qualifications of Tenderers and to confirm that the Tenderer has accepted all terms and conditions without material deviation or reservation;
2. Technical evaluation to determine substantial responsiveness to this Tender document;
3. Financial evaluation to determine the evaluated price of Tenders and to determine the lowest evaluated Tender.

Tenders failing any stage will be eliminated and not considered in subsequent stages.

Eligibility and Qualification Criteria:

You are required to meet the following criteria to be eligible to participate in public procurement and to be qualified for the proposed contract:

1. have the legal capacity to enter into a contract;
2. Should be registered under National Contractors Registry.
3. not be insolvent, in receivership, bankrupt or being wound up, not have had your business activities suspended and not be the subject of legal proceedings for any of these circumstances;
4. have fulfilled your obligations to pay taxes according to the laws of the Republic of Maldives;
5. not have a conflict of interest in relation to this procurement requirement; and
6. not be debarred from participation in public procurement by the Government of the Republic of Maldives;
7. Have at least Maldivian Rufiyaa 250,000.00 average bank balance in the last 3 months.
8. Have conducted at least 2 similar works in the past 3 years.
9. History of Non-performance of a contract¹ did not occur as a result of contractor default since 1st January 2012.

Eligibility and Qualification Criteria:

<u>Criteria</u>	<u>Point Allocated</u>
Lowest Price	<u>50 Marks</u>
Completion of 6 Similar Projects valued MVR 750,000.00 or Above in the last 5 Years	<u>30 Marks</u>
<ul style="list-style-type: none">• Total Sales / Total Revenue / Gross Revenue / Gross Income – Over MVR 7.5 Million – Last 3 Years Average – Full marks will be obtained.• Total Sales / Total Revenue / Gross Revenue / Gross Income – Between MVR 3 Million – MVR 7.5 Million - Last 3 Years Average – 50% marks will be obtained.	<u>20 Marks</u>

¹ Non performance, as decided by the Employer, shall include all contracts where (a) non performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Technical Requirements:

The Works are defined in Part 2, Employer's Requirements.

Tender Prices:

Tenders shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the works and shall include all taxes and duties. The whole cost of performing the works shall be included in the items stated and the cost of any incidental works shall be deemed to be included in the prices quoted.

Currency:

Tenders must be priced in Maldivian Rufiyaa and all payments shall be made in Maldivian Rufiyaa.

Award of Contract:

The lowest evaluated Tender, which is substantially responsive to the requirements of this Tender document, shall be recommended for award of contract. Award of contract shall be by issue of a Letter of Acceptance until signature of the Contract Agreement in accordance with Part 3: Contract. Unsuccessful Tenderers shall be notified of the outcome of the evaluation.

Right to Reject:

The Employer reserves the right to accept or reject any Tender or to cancel the tendering process and reject all tenders at any time prior to contract award.

Adjudicator:

No Adjudicator will be appointed for this Contract.

Corrupt Practices:

The Government of the Republic of Maldives requires that Procuring Entities, as well as Tenderers and Contractors, observe the highest standard of ethics during the procurement and execution of contracts. In pursuit of this policy:

1. the Employer will reject a recommendation for award if it determines that the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Contract; and
2. the Government will suspend a firm from participation in public procurement for a specified period of time, if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract.

Tender Submission Sheet

{Note to Tenderers: Complete this form with all the requested details and submit it as the first page of your tender. Attach the completed Employer's Requirements and any other documents requested in Part 1. Ensure that your tender is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this Tender prevail over any attachments. If your tender is not authorised, it may be rejected}.

Procurement Reference Number:

Subject of Procurement:

Name of Tenderer:

Tenderer's Reference Number:

Date of Tender:

We offer to execute the Works detailed in the Employer's Requirements, for the amount of {.....
Indicate the corresponding amount in words and figures}, "including" all indirect local taxes at the rates indicated on the attached BOQ, in accordance with the terms and conditions stated in your Tender referenced above.

We confirm that we meet the eligibility criteria specified in Part 1: Tender Procedures of your Tender.

The validity period of our Tender is: 90 days from the time and date of the submission deadline.

We confirm that the rates quoted in the BOQ are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

Works will commence within 14 days from the date of Contract Agreement.

Works will be completed within **120 days** from the date of Contract Agreement.

Tender Authorised By:

Signed:{insert signature of authorised person}

Name:{insert complete name of person signing}

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

Duly authorized to sign the tender for and on behalf of {insert complete name of Tenderer}

Address:

Date: day of{DD/MM/YY format}

PART 2: EMPLOYER'S REQUIREMENTS

Scope of Works

Procurement Reference Number: MV-MEE-60158-CW-RFB

Iulaan No: (IUL)438/1/2018/21

Brief Description of Works

Construction of Island Waste Management Centre at M. Mulah

Location of Works

M. Mulah

Commencement and Completion Periods Required

Commencement: 14 days from signing of contract.

Completion Period: 120 days after signing of the contract.

Specifications and Drawings

The Works are to be performed in accordance with the following attached Technical Specifications and Drawings:

1. *Drawings [Attached].*
2. *Specifications [Attached].*

Bill of Quantity

Attached.

{Note to Tenderers: Complete the unit and total prices for each item listed in the BOQ}.

PART 3: CONTRACT

Conditions of Contract

<p>The Employer (Procuring Entity) is named in the Contract Agreement.</p> <p>The Authorized Representative of the Employer is: Civil Engineer / PMU.</p>
<p>There shall be no Project Manager. The Project Manager's functions shall be performed by the Employer's Authorized Representative.</p>
<p>The Site is located at: M. Mulah</p>
<p>The Start Date shall be: 14 Days from signing of Contract.</p>
<p>The Works consist of: Construction of Island Waste Management Centre at M. Mulah</p>
<p>This Contract is a <u>lump sum</u> contract.</p>
<p>The Language of the Contract is: English</p> <p>The Law governing the Contract is that of the Republic of Maldives.</p>
<p>Disputes shall be referred to arbitration in accordance with the Arbitration Act of the Republic of Maldives.</p>
<p>The Defects Liability Period is: 6 months.</p>
<p>The proportion of payments retained is: 5 percent (5%)</p>
<p>The Contract is not subject to price adjustment.</p>
<p>A Bid Security of Maldivian Rufiyya 9,000.00 have to be submitted.</p>
<p>The liquidated damages for the whole of the Works are 0.33% of the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.</p>
<p>The Advance Payments shall be: 15% and shall be paid to the Contractor no later than 21 days from the signing of the contract subject to receipt of an Advance Payment Guaranty.</p>
<p>The Performance Security amount is:</p> <p>(a) Bank Guarantee: Five (2%) Percent of the accepted contract amount in the currency of the accepted contract amount.</p>
<p>The maximum number of days is: 120 days plus 28 days</p>
<p>Termination</p> <p>The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> ▪ the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer's Authorized Representative; ▪ the Employer's Authorized Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;

- the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- a payment certified by the Employer's Authorized Representative is not paid by the Employer to the Contractor within 84 days of the date of the Employer's Authorized Representative certificate;
- the Employer's Authorized Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer's Authorized Representative;
- the Contractor does not maintain a Security, which is required;
- the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the CC; or
- if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

When either party to the Contract gives notice of a breach of Contract to the Employer's Authorized Representative for a cause other than those listed above, the Employer's Authorized Representative shall decide whether the breach is fundamental or not.

Notwithstanding the above, the Employer may terminate the Contract for convenience.

If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

Contract Forms

This Section contains forms which, once completed, will form part of the Contract.

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Letter of Acceptance

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

To:

[name and address of the successful Tenderer]

Subject: Notification of Award of Contract:

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

Signed: <i>[insert signature of authorised person]</i>
Name: <i>[insert complete name of person signing]</i>
In the capacity of: <i>[insert legal capacity of person signing]</i>
Duly authorized to sign the tender for and on behalf of <i>[insert complete name of Procuring Entity]</i>
Date: day of {DD/MM/YY}

Attachment: Contract Agreement

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Contractor’s Tender
 - (c) the Conditions of Contract;
 - (d) the Specification
 - (e) the Drawings; and
 - (f) the completed BOQ,
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Employer/Procuring Entity

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

For and on behalf of the Contractor

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

.....

Performance Security

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

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

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

Procurement Reference No: *[insert reference]*

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

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

Performance Guarantee No:

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

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

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

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

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

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

Note –

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

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

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

Advance Payment Security

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

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

[Issuing bank's letterhead]

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

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

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.
..... ***[Seal of Bank and Signature(s)]***

Note-

All italicized text is for guidance in preparing this demand guarantee and shall be deleted from the final document.
1 The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.
2 Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee

.....