



Introduction

Eligibility Criteria

Mandatory Documents:

- ## Registration

Registration Link: <https://form.asana.com/?k=amxJ0TkLgP9BgO6TVwPE2w&d=104531750089658>

The registration deadline is 02 November 2026, 13:00 Hours, and late registrations will not be accepted.

Tender Schedule:

For further information, please contact Procurement Department (+960) 332 3209.

Procurement Department

Male Water & Sewerage Company Pvt Ltd

29 October 2026



MALE' WATER & SEWERAGE COMPANY PVT LTD

Tender Information Document

Supply of LDPE and LLDPE Resin

Tender Reference: MWSC-L/1/ADV/2026/106

1. Introduction and Definitions

1.1 Purpose.

MWSC invites registered local Tenderers to submit Tenders for the supply of low-density polyethylene (LDPE) and linear low-density polyethylene (LLDPE) resin, film grade, for use as a raw material in MWSC's shrink film manufacturing operations. The Goods shall be supplied as one of the Approved Options listed in Clause 3.1. The quantities of LDPE and LLDPE depend on the ratio of the Approved Option offered and are stated in the Price Schedule in Section 6. The quantities are firm.

1.2 Approved Options.

This tender is limited to the Approved Options listed in Clause 3.1. Each Approved Option is a specified combination of one LDPE grade and one LLDPE grade, to be supplied in the LDPE:LLDPE ratio stated for that option. A Tenderer may offer any one of the Approved Options. Tenders offering any other brand, grade, combination or ratio will not be considered.

1.3 Purpose of this document.

This document sets out the material required, the requirements for preparing and submitting Tenders, the technical requirements, the evaluation and award method, and the contract terms that apply after award. It is issued to all Tenderers so that every Tenderer is informed of, and evaluated on, the same basis.

1.4 Definitions. In this document, the following terms have the meanings given below:

- (a) **"MWSC"** means Male' Water & Sewerage Company Pvt Ltd.
- (b) **"Tenderer"** means a party that submits a Tender under this document.
- (c) **"Tender"** means a submission made by a Tenderer under this document.
- (d) **"Goods"** means the LDPE and LLDPE resin supplied as one Approved Option, in the quantities stated in the Price Schedule in Section 6 for the ratio of that option, as specified in Clause 3.1.
- (e) **"Evaluated Price"** means the total price, excluding GST, quoted in the Price Schedule for the full quantity of the Goods (LDPE and LLDPE together) under the Approved Option offered, used for tender evaluation.
- (f) **"Responsive"** describes a Tender that meets the eligibility, completeness, technical and minimum commercial requirements of this document.
- (g) **"Purchase Order"** means the purchase order issued by MWSC for the Goods.
- (h) **"Supplier"** means the Tenderer to whom the Purchase Order has been issued.

- (i) **“Final Shipping Documents”** means the complete and correct set of shipping documents for the Goods listed in Clause 5.5(b), passed to MWSC after shipment.
- (j) **“Delivery”** means the date on which MWSC receives the Final Shipping Documents, including the original bills of lading, under Clause 5.5(a).
- (k) **“Advance Payment Guarantee”** means the bank guarantee for the advance payment required under Clause 5.10(b).
- (l) **“Approved Option”** means one of the combinations of an LDPE grade and an LLDPE grade, and the LDPE:LLDPE ratio, listed in Table 2 of Clause 3.1, and **“Approved Options”** means all of them.

1.5 Tender Schedule.

The dates, times and venues for this tender are set out in the Tender Schedule below. Every reference in this document to the information session, the submission deadline or tender opening means the date, time and venue stated in the Tender Schedule. If MWSC changes any of these, it will notify all registered Tenderers in writing, and the notified change will replace the corresponding entry in the Tender Schedule.

Tender Schedule

Step	Process	Date and Time	Venue / Method
1	Information session	02 November 2026, 1400 hours	MWSC Customer Services Building 6 th floor, Ameenee Magu, Male'
2	Submission of Tenders and tender opening	08 November 2026, 1400 hours	MWSC Customer Services Building 6 th floor, Ameenee Magu, Male'

1.6 Information session. Tenderers are encouraged to attend the information session, where MWSC will explain the requirements of this document and answer questions.

2. Preparing and Submitting Tenders

2.1 Currency and prices.

- (a) Tenderers shall quote a unit rate per kilogram (kg) for each of the LDPE and the LLDPE in the Approved Option offered, in Maldivian Rufiyaa (MVR) only. MWSC will make all payments in MVR only.
- (b) The unit rate shall remain fixed for the duration of the contract and shall include all costs up to the arrival of the Goods at Malé port, including the cost of the Goods, packing, freight, insurance, foreign currency conversion and bank charges.
- (c) The unit rate shall exclude import duty, port handling, customs clearance and local transport charges, which are dealt with under Clause 5.6.
- (d) No price adjustment will be made for changes in exchange rates, freight rates or the cost of obtaining foreign currency.

2.2 GST.

Tenderers shall quote the unit rate and total exclusive of GST, and shall show GST at 8% separately in the Price Schedule in Section 6.

2.3 Delivery period.

- (a) Tenderers shall state a delivery period, in calendar days from the date of issue of the Purchase Order to the date on which the Supplier passes the Final Shipping Documents to MWSC. The delivery period shall not exceed twenty-one (21) calendar days. The time taken for the Goods to travel from the port of loading to Malé port is not part of the delivery period (see Clause 5.11(d)).
- (b) A Tender that does not meet paragraph (a) is not Responsive (Clause 2.8).

2.4 Arithmetic errors.

Where the unit rate and the corresponding total do not agree, the unit rate prevails and MWSC will correct the total.

2.5 Sealed envelope.

- (a) Each Tenderer shall submit one Tender only, in one sealed envelope containing the documents listed in Section 7.
- (b) The envelope shall be sealed and labelled as set out in Section 7.

2.6 Tender validity.

- (a) Tenders shall remain valid for sixty (60) days from the submission deadline or, in a re-tender, from the re-tender submission deadline. Prices and delivery periods shall not be withdrawn or changed during this period.
- (b) Before the validity period expires, MWSC may request Tenderers in writing to extend it. A Tenderer may refuse, in which case its Tender will not be considered further. A Tenderer that agrees to the extension shall not change its Tender.
- (c) A Tender may not be withdrawn after the submission deadline and during the tender validity period unless approved by MWSC in writing.

2.7 Submission deadline.

- (a) Tenderers shall deliver their sealed envelopes to the venue, by the submission deadline, stated in the Tender Schedule.
- (b) Tenders received after the submission deadline will not be accepted and will be returned unopened.

2.8 Grounds for non-responsiveness.

A Tender is not Responsive, and will not be evaluated, if:

- (a) any mandatory document listed in Section 7 is missing;
- (b) it does not offer one of the Approved Options listed in Clause 3.1, offers more than one Approved Option, or offers any manufacturer, brand, grade, combination or ratio other than an Approved Option;

- (c) the delivery period quoted exceeds twenty-one (21) calendar days;
- (d) the Tender proposes payment terms different from those in Clause 5.10;
- (e) the unit rate is not quoted in MVR per kilogram (kg); or
- (f) the Tenderer has submitted more than one Tender.
- (g) the Tender deviates from Annex A or attaches the Tenderer's own terms and conditions

3. Technical Requirements

3.1 Required material.

The Goods shall be LDPE and LLDPE resin with the following general specification (Table 1), supplied as one of the Approved Options listed in Table 2. Each Approved Option shall be supplied as the LDPE grade and the LLDPE grade shown for that option, in the LDPE:LLDPE ratio shown and in the quantities stated for that ratio in the Price Schedule in Section 6.

Table 1: General specification

Material	Virgin low-density polyethylene (LDPE) resin and virgin linear low-density polyethylene (LLDPE) resin, film grade
Approved combinations	As listed in Table 2 (Approved Options) only
Application	Production of shrink film
Quantity	As stated in the Price Schedule (Section 6) for the ratio of the Approved Option offered

Table 2: Approved Options

Option	LDPE brand (manufacturer)	LDPE product code	LLDPE brand (manufacturer)	LLDPE product code	LDPE: LLDPE ratio
1	Borstar (Borouge)	FT5230	Borstar (Borouge)	FB2230	1:1
2	Relene (Reliance)	22FA002	Relene (Reliance)	JF 19020	2:1
3	Relene (Reliance)	22FA002	Relene (Reliance)	JF 18020	2:1
4	Lotrene (Qapco/Muntajat)	FB3003	Lotrene (Qapco/Muntajat)	Q2018C	2:1

- (a) Only the Approved Options listed in Table 2 will be accepted. A Tender offering any other manufacturer, brand, grade or combination, a ratio other than the ratio stated for the Approved Option offered, or a grade stated to be equivalent, is not Responsive and will not be evaluated.
- (b) The Goods shall be new, in the manufacturer's original sealed packing, and labelled by the manufacturer with the grade code (product code) and lot number.

The LDPE and the LLDPE shall be packed and labelled separately so that each grade can be identified.

3.2 Supporting technical documents (optional).

Tenderers may include the following documents for each LDPE and LLDPE grade in the Approved Option offered, issued by the relevant manufacturer:

- (a) the Safety Data Sheet (SDS);
- (b) the Technical Data Sheet (TDS).

These documents are not mandatory, and a Tender will not be treated as non-Responsive because they are not included. MWSC may request them from the Tenderer during evaluation or before award, and the Tenderer shall then provide them within the time stated in MWSC's request.

3.3 No sample testing.

As the Approved Options have already been tested and approved by MWSC, no samples will be requested or tested during evaluation. Technical compliance will be confirmed from the Tender, on a pass/fail basis, by checking that the Tender offers one of the Approved Options in the ratio stated for it.

3.4 Conformity of the Goods supplied.

The Goods supplied shall be the same Approved Option, manufacturers, grades and ratio as offered in the Tender. Goods that do not match the Approved Option offered, or that are not supported by the Certificate of Analysis and Certificate of Origin required under Clause 5.5(b)(iv), may be rejected under Clause 5.8.

4. Evaluation Methodology and Award Basis

4.1 Evaluation stages.

MWSC will evaluate Tenders in the following stages:

- (a) **Stage 1, tender opening:** MWSC will open Tenders at the time and venue stated in the Tender Schedule and record the number of Tenders received, subject to Clause 4.2.
- (b) **Stage 2, eligibility and completeness:** MWSC will check each Tender for the documents listed in Section 7 and for compliance with Clauses 2.1 to 2.3.
- (c) **Stage 3, technical compliance:** MWSC will confirm on a pass/fail basis that each Tender offers one of the Approved Options listed in Clause 3.1, in the ratio stated for that option.
- (d) **Stage 4, scoring:** after any review of abnormally low prices under Clause 4.9(c), MWSC will score each Responsive Tender out of 100 marks under Clauses 4.3 to 4.7.
- (e) **Stage 5, award:** MWSC will award the contract under Clause 4.8.

4.2 Minimum number of Tenders and re-tender.

- (a) Tenders will be opened immediately after the submission deadline, at the venue stated in the Tender Schedule. Tenderers or their authorised representatives may attend the opening.
- (b) At tender opening, MWSC will count and record the number of Tenders received before any Tender is opened.
- (c) Tenders will be opened and evaluated only if three (3) or more Tenders have been received by the submission deadline.
- (d) If fewer than three (3) Tenders are received, MWSC will return the sealed Tender submissions unopened to the Tenderers concerned and will re-tender, with a new submission deadline notified to all registered parties. Tenderers whose Tenders are returned may tender again.
- (e) In a re-tender, MWSC will open and evaluate all Tenders received, regardless of the number received.

4.3 Scoring and weighting.

MWSC will score every Responsive Tender out of 100 marks, using the following weighting:

Criterion	Weight (marks)
Price	85
Delivery Period (submission of Final Shipping Documents)	15
Total	100

4.4 Price score (85 marks).

The lowest Evaluated Price among the Responsive Tenders receives the full 85 marks. Every other Tender is scored in proportion to the lowest Evaluated Price:

$$\text{Price Score} = 85 \times (\text{Lowest Evaluated Price} \div \text{Tenderer's Evaluated Price})$$

4.5 Delivery score (15 marks).

Delivery scores are based on the delivery period quoted under Clause 2.3(a), being the number of calendar days from the issue of the Purchase Order until the Supplier passes the Final Shipping Documents to MWSC. The score does not depend on when the Goods arrive at Malé port. Sea transit time can vary for reasons outside the Supplier's control, is not part

of the delivery period and is not scored (see Clause 5.11(d)). Delivery scores are awarded as shown in Table 3:

Table 3: Delivery scores

Delivery period (calendar days from Purchase Order to passing the Final Shipping Documents to MWSC)	Delivery Score
7 or less	15.00
8 to 14	10.00
15 to 21	5.00
More than 21	Not Responsive

4.6 Payment terms.

Payment terms are fixed under Clause 5.10 and are not scored.

4.7 Total score and ranking.

- (a) The total score for each Tender is the sum of its price and delivery scores, each calculated to two decimal places.
- (b) The Tender with the highest total score is ranked first.
- (c) Where two or more Tenders have the same highest total score, the tie will be resolved in the following order:
 - (i) the Tender with the lower Evaluated Price will be ranked first;
 - (ii) if the Evaluated Prices are also equal, the Tender with the shorter delivery period will be ranked first; and
 - (iii) if the delivery periods are also equal, MWSC will decide by drawing lots in the presence of the tied Tenderers or their representatives.

4.8 Award.

MWSC will award the contract for the full quantity of the Goods to the Tenderer ranked first under Clause 4.7, subject to Clauses 4.9 and 4.10.

4.9 Price reasonableness and abnormally low prices.

- (a) MWSC may assess any Evaluated Price against MWSC's internal estimate, previous purchase prices for LDPE and LLDPE resin and prevailing market prices (the "Price Benchmarks").
- (b) A price that significantly exceeds the Price Benchmarks is not commercially acceptable, and MWSC may decline to award the contract on that basis.
- (c) Where an Evaluated Price is more than thirty percent (30%) below MWSC's internal estimate, or more than thirty percent (30%) below the average Evaluated Price of the other Responsive Tenders, MWSC may request the Tenderer to

justify the price in writing, including a cost breakdown, the manufacturer's or distributor's quotation and the source of the foreign currency required. MWSC will carry out this review before scoring. If the price is not justified to MWSC's satisfaction, MWSC may reject the Tender, and the rejected price will not be used in scoring.

4.10 Single Responsive Tender and right to reject.

- (a) Where only one Tender is Responsive, MWSC will not apply the scoring in Clauses 4.3 to 4.7. Instead, MWSC may assess its Evaluated Price against the Price Benchmarks under Clause 4.9(a).
- (b) If the price is commercially acceptable under Clause 4.9(b) and the Tender complies with this document, MWSC may award the contract at the price quoted. MWSC may seek clarification from the Tenderer before award but will not negotiate the price or any other term of the Tender.
- (c) If the price is not commercially acceptable, MWSC may reject the Tender and re-tender.
- (d) MWSC is under no obligation to award a contract where only one Tender is Responsive.
- (e) MWSC may reject any or all Tenders, or cancel this procurement, without liability to Tenderers. Issuance of this tender does not create any obligation on MWSC to award a contract.

5. Contract Terms After Award

5.1 Financing.

Except for the advance payment under Clause 5.10, the Supplier shall be fully responsible for financing the procurement of the Goods. MWSC will not provide any letter of credit (LC), financial assistance or other financing support. Tenderers shall take account of this financing requirement when pricing their Tenders.

5.2 Firm quantity.

The quantities of LDPE and LLDPE stated in the Price Schedule for the ratio of the Approved Option offered are firm. The Purchase Order will be issued for the full quantity, and the quantity will not be changed except by written agreement between MWSC and the Supplier, subject to Annex A, Condition A13.3

5.3 Contract terms.

The Purchase Order will be issued under MWSC's Contract Terms and Conditions attached as Annex A, read together with this document. The order of precedence between this document and Annex A is set out in Annex A.

5.4 Shipment and consignee.

- (a) The Supplier shall arrange shipment of the Goods directly to MWSC at Malé port, in a single shipment unless MWSC agrees otherwise in writing. No local delivery obligations apply to the Supplier.

- (b) The Goods are imported for MWSC's use and are subject to import duty exemption. The Supplier shall state the following consignee address on all bills of lading for the Goods:

Male' Water & Sewerage Company Pvt Ltd

Reg No. C-67/95

Fen Building, Ameenee Magu

Male', 20375

Republic of Maldives

- (c) The Supplier shall use MWSC as consignee only for the Goods supplied under the Purchase Order. Any use of MWSC's name or duty exemption for other goods is a material breach, and MWSC may recover from the Supplier any resulting duty, penalties and costs.

5.5 Shipping documents.

- (a) The Supplier shall deliver the Final Shipping Documents, including the original bills of lading, to MWSC at the address in Clause 5.4(b), within the delivery period quoted under Clause 2.3(a) and in any case before the Goods arrive at Malé port. The Final Shipping Documents are treated as passed to MWSC on the date MWSC receives the original bills of lading.
- (b) The Final Shipping Documents shall include:
 - (i) the commercial invoice;
 - (ii) the packing list;
 - (iii) the full set of original shipped-on-board bills of lading, showing a shipment date within the delivery period. Draft bills of lading, copies and scanned versions do not count as Final Shipping Documents; and
 - (iv) the manufacturer's Certificate of Analysis and Certificate of Origin for each lot shipped, confirming the grade code (product code) of the LDPE or LLDPE grade concerned, as stated for the Approved Option offered, and its lot number.
- (c) The commercial invoice shall show the cost of the Goods, the freight, the insurance and the country of origin. The commercial invoice is a shipping document and is separate from the Supplier's MVR invoice for payment under Clause 5.10.

5.6 Customs clearance.

MWSC's Clearance Team will clear the Goods through customs, obtain the duty exemption and transport the Goods from Malé port to MWSC's premises. MWSC will bear port handling, clearance and local transport charges, except as stated in Clause 5.9.

5.7 Risk and insurance.

The Goods remain at the Supplier's risk until they arrive at Malé port, and the Supplier shall insure them up to that point. The Supplier is responsible for any loss or damage that occurs before arrival, including transit damage that is only discovered during clearance or inspection.

5.8 Inspection and acceptance.

After clearance, MWSC will inspect the Goods for quantity, condition of packing, and conformity of the manufacturer's labelling and lot numbers with the Certificates of Analysis. The Goods are accepted once this inspection is completed without rejection. MWSC may reject Goods that do not match the Approved Option offered in the Tender (including its manufacturers, grades and ratio), are damaged, or are short in quantity.

5.9 Document errors.

If clearance is delayed, or the duty exemption is refused, because the shipping documents are incorrect, incomplete or late, the Supplier shall bear any resulting duty, demurrage, storage and other charges. The Final Shipping Documents will not be treated as passed to MWSC until correct documents are provided.

5.10 Payment terms.

- (a) MWSC will pay the Purchase Order amount in MVR in three instalments:
 - (i) twenty percent (20%) as an advance payment, against the Advance Payment Guarantee;
 - (ii) forty percent (40%) within thirty (30) days after Delivery; and
 - (iii) forty percent (40%) within sixty (60) days after Delivery.
- (b) **Advance Payment Guarantee.** Before the advance payment is made, the Supplier shall provide an unconditional and irrevocable bank guarantee for one hundred percent (100%) of the advance payment amount, issued by a bank operating in the Maldives and acceptable to MWSC. The guarantee shall remain valid until thirty (30) days after Acceptance of all the Goods (in accordance with Annex A, Condition 10.2)..
- (c) **Timing of the advance.** MWSC will pay the advance within seven (7) days of receiving both the Advance Payment Guarantee and the Supplier's invoice for the advance. If MWSC pays the advance later than this, the delivery period will be extended by the number of days of delay.
- (d) **Release and calling of the guarantee.** MWSC will release the Advance Payment Guarantee after Acceptance of all Goods. If Delivery does not take place within the delivery period, or the Purchase Order is terminated, MWSC may call the Advance Payment Guarantee to recover the advance payment, without prejudice to its other rights.
- (e) **Invoices.** The Supplier shall submit an invoice in MVR for each instalment, referring to the Purchase Order number. The invoices for the second and third instalments shall be submitted after Delivery.
- (f) **Deductions.** MWSC may withhold or deduct from any instalment amounts due for Goods rejected under Clause 5.8, liquidated damages under Clause 5.11, and any other amounts payable by the Supplier.

5.11 Late delivery.

- (a) The delivery period quoted is binding on the Supplier. Within that period, the Supplier shall complete payment to the manufacturer, arrange shipment, and pass the Final Shipping Documents to MWSC. Delivery is late if the Final Shipping Documents are not passed to MWSC within that period.
- (b) In the event of late delivery, MWSC may impose liquidated damages of 0.5% of the Purchase Order amount for each day of delay, up to a maximum of 10% of the Purchase Order amount. MWSC may also exercise its other rights under Annex A, including procuring the Goods from other sources at the Supplier's cost and terminating the Purchase Order.
- (c) Difficulty in obtaining foreign currency, in paying the manufacturer, or in securing allocation of the Goods from the manufacturer, will not be accepted as a reason for late delivery.
- (d) The Supplier is not liable for liquidated damages for the time taken for the Goods to travel from the port of loading to Malé port, including delays caused by port congestion or vessel schedules, provided the Final Shipping Documents were passed to MWSC within the delivery period. The Goods remain at the Supplier's risk during this time under Clause 5.7.

6. Price Schedule

Tenderers shall offer one Approved Option only and complete only the schedule for the ratio of that option: Schedule A for Option 2, 3 or 4 (ratio 2:1), or Schedule B for Option 1 (ratio 1:1). The quantities are fixed by MWSC and shall not be changed. Tenderers shall complete every blank field in the schedule used and in the details below it. All amounts shall be in MVR. The total excluding GST for LDPE and LLDPE together is the Evaluated Price used for the price score under Clause 4.4.

Schedule A: Options 2, 3 and 4 (LDPE:LLDPE ratio 2:1)

No.	Description / Specification	Brand, Manufacturer and Product Code	Qty (kg)	Unit Rate per kg excl. GST (MVR)	Total excl. GST (MVR)
1	LDPE resin, film grade, for shrink film		48,750		
2	LLDPE resin, film grade, for shrink film		24,375		
Total excl. GST (Evaluated Price)					
GST @ 8%					
Total incl. GST					

OR

Schedule B: Option 1 (LDPE:LLDPE ratio 1:1)

No.	Description / Specification	Brand, Manufacturer and Product Code	Qty (kg)	Unit Rate per kg excl. GST (MVR)	Total excl. GST (MVR)
1	LDPE resin, film grade, for shrink film		24,375		
2	LLDPE resin, film grade, for shrink film		24,375		
Total excl. GST (Evaluated Price)					
GST @ 8%					
Total incl. GST					

Approved Option offered (Option No. from Table 2, Clause 3.1)	
Delivery period (calendar days from Purchase Order to passing the Final Shipping Documents to MWSC; maximum 21, Clause 2.3(a))	
Port of loading	
Country of origin	

Name of Tenderer	
Signature and company stamp	
Date	

7. Envelope Contents and Labelling

The envelope shall contain the documents listed below. A Tender that does not include all mandatory documents is not Responsive.

No.	Document	Status
1	Copy of the Business/Company Registration Certificate issued by the Ministry of Economic Development and Trade	Mandatory
2	Copy of the GST Registration Certificate	Mandatory
3	Copy of Company Profile	Optional
4	Completed Price Schedule (Section 6), signed and stamped	Mandatory
5	Non-Collusion & Related Party Declaration Form	Mandatory
6	Safety Data Sheet (SDS) and Technical Data Sheet (TDS) for the LDPE and LLDPE grades offered, issued by the manufacturer (Clause 3.2)	Optional

The envelope shall be sealed and labelled on the outside as follows:

Tender	Supply of LDPE and LLDPE Resin
Tender Reference	[insert tender reference]
Name of Tenderer	
Marking	DO NOT OPEN BEFORE [02 November 2026]

8. Tenderer's Declaration

We confirm that we have read and understood this Tender Information Document. In particular, we confirm that:

- (a) our Tender offers one Approved Option listed in Clause 3.1 (Option No. _____), supplied in the LDPE:LLDPE ratio stated for that option, and no other brand, grade, combination or ratio;
- (b) our Tender is priced in MVR only, in accordance with Clause 2.1;
- (c) we will finance the procurement of the Goods ourselves, except for the 20% advance payment, and will provide an Advance Payment Guarantee before the advance is paid (Clause 5.10);
- (d) our Tender remains valid for sixty (60) days from the submission deadline;
- (e) we will ship the Goods directly to MWSC at Malé port with MWSC named as consignee, and pass the Final Shipping Documents to MWSC within the delivery period we have quoted;
- (f) any Purchase Order issued to us is governed by Annex A, read together with this document; and
- (g) if fewer than three (3) Tenders are received, our sealed Tender submission will be returned unopened and the procurement re-tendered.

Name of Tenderer (Company)	
Business Registration No.	
Name of Authorised Signatory	
Designation	
Signature	
Company Stamp	
Date	

Annex A: Contract Terms and Conditions

Annex A: Contract Terms and Conditions

Supply of LDPE and LLDPE Resin — Tender Reference: MWSC-L/1/ADV/2026/106

These Contract Terms and Conditions (the “Conditions”) apply to the Purchase Order issued for the Goods under Clause 5.3 of the Tender Information Document. By submitting a Tender, each Tenderer accepts them without qualification.

A1. Definitions and Interpretation

A1.1 Defined terms.

Terms defined in Clause 1.4 of the Tender Information Document have the same meaning in these Conditions. In addition:

- (a) **“Acceptance”** means acceptance of the Goods, or of any part of them, under Condition A7.4, and **“Accepted”** is construed accordingly;
- (b) **“Arrival”** means completion of discharge of the Goods from the carrying vessel at Malé port, and the words “arrive at Malé port” in Clause 5.7 have the same meaning;
- (c) **“Business Day”** means a day other than a Friday, a Saturday or a public holiday in the Maldives;
- (d) **“Contract”** means the contract for the supply of the Goods formed under Condition A2.1 and made up of the documents listed in Condition A2.2;
- (e) **“Contract Price”** means the total amount stated in the Purchase Order for the Goods, being the “Purchase Order amount” referred to in Clauses 5.10 and 5.11;
- (f) **“Defect”** means any failure of the Goods, or of their packing, labelling or accompanying documents, to comply with the Contract, and **“Defective”** is construed accordingly;
- (g) **“Losses”** means all losses, liabilities, damages, costs (including reasonable legal costs), expenses, duties, taxes, fines and penalties;
- (h) **“Malé port”** means the commercial port at Malé at which the Goods are discharged or, if cargo for Malé is then handled at another port in the Greater Malé region, that port;
- (i) **“MWSC’s Premises”** means the premises in the Greater Malé region to which MWSC takes the Goods after customs clearance;
- (j) **“Shipment Date”** means the shipped-on-board date stated in the bills of lading for the Goods or, for a part shipment approved under Clause 5.4(a), for that part;
- (k) **“Tender Information Document”** means the Tender Information Document for the Supply of LDPE and LLDPE Resin, Tender Reference MWSC-L/1/ADV/2026/106, including any addenda and clarifications issued by MWSC before the submission deadline;

- (l) **“Upstream Party”** means the manufacturer of the Goods, any person from whom the Supplier buys the Goods, any other person in the Supplier’s supply chain, and any bank, financier, factor, credit insurer (including an export credit agency), guarantor or agent of any of them or of the Supplier in connection with the Goods; and
- (m) **“Warranty Period”** has the meaning given in Condition A8.2.

A1.2 Interpretation.

In these Conditions, a “Clause” is a clause of the Tender Information Document and a “Condition” is a condition of these Conditions; “including” does not limit the words before it; “days” means calendar days unless Business Days are stated; and “writing” includes email but not instant messaging or social media messages. Headings do not affect interpretation. No rule of construction applies to the disadvantage of MWSC on the ground that MWSC prepared the Contract documents.

A2. Formation and Contract Documents

A2.1 Formation.

The Contract is formed, and binds the Supplier, when MWSC issues the Purchase Order to the Supplier by hand or by email to any address of the Supplier stated in its Tender. No signature or acknowledgement by the Supplier is needed.

A2.2 Contract documents and precedence.

The Contract is made up of the following documents, which take precedence in the order listed if they conflict:

- (a) the Purchase Order, as to the quantity, unit rate, Contract Price, delivery period, and Purchase Order number and date only;
- (b) these Conditions;
- (c) the Tender Information Document; and
- (d) the Supplier’s Tender, which has effect only so far as it is consistent with the other documents.

These Conditions supplement Section 5 of the Tender Information Document and apply wherever they modify it. Obligations in different documents are cumulative. A document that imposes an additional obligation or a higher standard on the Supplier does not conflict with a document that is silent or less demanding on that matter, and the Supplier shall comply with both.

A2.3 Supplier’s terms excluded.

Any terms that the Supplier seeks to apply, whether in its Tender, a quotation, proforma invoice, invoice or any other document, are excluded. Any condition, qualification or deviation in the Tender, other than the information required by the Price Schedule, has no effect unless MWSC accepts it in a written amendment under Condition A18.2.

A2.4 Failure to proceed.

If, after the Purchase Order is issued, the Supplier states that it will not or cannot perform the Contract, or fails to confirm in writing within five (5) Business Days after MWSC's written request that it will perform, MWSC may terminate the Contract under Condition A13.1. MWSC may then procure the Goods from another Tenderer or any other source, and recover from the Supplier any cost in excess of the Contract Price together with its other Losses.

A3. Supplier's General Obligations**A3.1 Performance and compliance.**

The Supplier shall supply the Goods in accordance with the Contract, with due diligence and in compliance with all applicable laws, including the laws of the Maldives and the export, customs and sanctions laws of the country of origin and of every country through which the Goods are shipped. The Supplier shall obtain, at its own cost, every export licence, permit and approval needed to ship the Goods.

A3.2 Supplier's own risk.

Before submitting its Tender, the Supplier satisfied itself as to the availability of the Goods, the manufacturer's lead times and allocation, freight, the availability and cost of foreign currency, and every other matter that may affect its performance or costs. No claim for additional payment or extension of time will be accepted on any such ground, except as expressly provided in the Contract.

A3.3 Supplier as principal; MWSC as consignee.

The Supplier acts as an independent principal and not as MWSC's agent, and has no authority to commit MWSC to anything. MWSC is named as consignee on the bills of lading under Clause 5.4(b), and acts as importer of the Goods, only for transport, customs and duty exemption purposes. This does not make MWSC a buyer from, or a debtor or guarantor of, any Upstream Party, and does not create any contract or obligation between MWSC and any Upstream Party.

A4. Quality, Packing and Labelling**A4.1 Genuine Goods.**

The Goods shall be genuine LDPE and LLDPE of the grades stated for the Approved Option offered, manufactured by the manufacturers stated for that option, and sourced from those manufacturers or from distributors authorised by them. On request, the Supplier shall give MWSC evidence of the source of the Goods, such as the manufacturer's or authorised distributor's invoice or letter of authorisation. MWSC may verify the Goods, their lot numbers and the Certificates of Analysis directly with the manufacturer.

A4.2 Age of the Goods.

Each lot shall have been manufactured not more than six (6) months before its Shipment Date, as shown on the manufacturer's labelling or Certificate of Analysis.

A4.3 Packing.

Without limiting Clause 3.1(b), the Goods shall be in the manufacturer's original sealed export packing, suitable for sea transport and storage in a tropical climate, and protected against moisture, contamination and damage. Each bag shall be marked by the manufacturer with its name, the grade code, the lot number and the net weight. The Goods shall be shipped in clean, dry, sound and odour-free containers.

A4.4 Grade suitability.

The Goods shall be film grade resin suitable for the production of shrink film, and shall comply with the manufacturer's published specification for each grade in the Approved Option offered.

A4.5 No substitution.

The Supplier shall not substitute any other manufacturer, grade or product for the Goods. If a manufacturer changes the name, code or specification of any grade in the Approved Option offered, the Supplier shall notify MWSC before shipment and may ship the changed product only with MWSC's prior written approval.

A5. Shipment, Title and Risk**A5.1 Shipment terms.**

The Supplier shall ship the Goods freight prepaid in full container loads, and shall bear all freight, surcharges and carrier charges other than the port handling, clearance and local transport charges at Malé port that MWSC bears under Clause 5.6. The bills of lading shall be clean (with no clause or notation declaring a defective condition of the Goods or their packing), marked "freight prepaid", and show MWSC as consignee and notify party. The Supplier shall arrange with the carrier at least fourteen (14) days' free time for container demurrage and detention at Malé port after Arrival, and shall bear any demurrage or detention charges arising from its failure to do so.

A5.2 Shipment advice.

Within one (1) Business Day after the Shipment Date, the Supplier shall email MWSC a shipment advice stating the vessel and voyage, bill of lading numbers, port and date of loading, expected date of Arrival, container numbers, number of bags, and net and gross weight, with scanned copies of the Final Shipping Documents and the insurance certificate required by Condition A6.1. The Supplier shall promptly notify MWSC of any change to the expected date of Arrival. Scanned copies do not count as Final Shipping Documents (Clause 5.5(b)(iii)).

A5.3 Additional documents.

In addition to the Final Shipping Documents, the Supplier shall provide, with them or promptly on request, any certificate of origin, insurance certificate or other document reasonably required by MWSC's Clearance Team or the Maldives Customs Service to clear the Goods and obtain the duty exemption. Clause 5.9 applies to these documents as it applies to the shipping documents.

A5.4 Title.

Title to the Goods passes to MWSC when they are loaded on board the vessel for shipment to MWSC. The Supplier warrants that title passes free from any lien, charge, retention of title, security interest or other right of any person, including any Upstream Party.

A5.5 Risk.

Risk of loss of or damage to the Goods remains with the Supplier until Arrival, as provided in Clause 5.7, despite the earlier passing of title. Where a container seal was intact on discharge at Malé port, as recorded by MWSC or the port operator, any shortfall in or damage to the Goods found when that container is unpacked at MWSC's Premises is presumed to have occurred before Arrival, unless the Supplier proves otherwise.

A5.6 Rejected Goods.

Risk in Goods rejected under Condition A7 or A8 passes back to the Supplier on the date of MWSC's notice of rejection, and MWSC holds those Goods at the Supplier's risk and cost. Title to rejected Goods passes back to the Supplier only when MWSC has received a full refund of all amounts paid for them, or conforming replacement Goods have been Accepted.

A6. Insurance**A6.1 Cargo insurance.**

Without limiting Clause 5.7, the Supplier shall insure the Goods at its own cost under a marine cargo policy on Institute Cargo Clauses (A) terms or equivalent all-risks cover, including war and strikes cover, for at least one hundred per cent (100%) of the Contract Price (excluding GST) of the Goods shipped. The insurance shall cover the Goods from the warehouse at origin until they are delivered to MWSC's Premises or until thirty (30) days after Arrival, whichever is earlier; shall name MWSC as the assured or loss payee, so that claims are payable to MWSC; and shall be placed with a reputable insurer acceptable to MWSC. The Supplier shall deliver the policy or certificate of insurance, endorsed in MWSC's favour, with the Final Shipping Documents. The Supplier bears all deductibles and excesses, and insurance does not limit the Supplier's liability.

A6.2 Loss or damage before Arrival.

If any of the Goods are lost or damaged before Arrival, the Supplier shall, at its own cost and whether or not an insurance claim is made or paid, replace them with conforming Goods that arrive at Malé port within forty-five (45) days after MWSC's notice. Liquidated damages at the rate in Clause 5.11(b) apply for each day after that period until the replacement Goods arrive, within the maximum in Clause 5.11(b), and Clause 5.11(d) does not apply to replacement Goods. Insurance proceeds received by MWSC for the lost or damaged Goods shall be applied first towards MWSC's Losses and any amount owed by the Supplier, and any balance paid to the Supplier once the replacement Goods have been Accepted.

A7. Inspection, Testing and Acceptance**A7.1 Inspection.**

MWSC will carry out the inspection described in Clause 5.8 after the Goods are delivered to MWSC's Premises, and will use reasonable endeavours to complete it within thirty (30) days

after the last of the Goods is delivered there. MWSC may inspect and accept the Goods in parts.

A7.2 Sampling and testing.

In addition to the inspection under Clause 5.8, MWSC may take samples from any lot at any time before Acceptance or during the Warranty Period, and test them in its own laboratory or an independent laboratory for any property stated in Clause 3.1, the manufacturer's Technical Data Sheet or the relevant Certificate of Analysis. Clause 3.3 applies only to tender evaluation and does not limit this right. Tests shall use the method stated in the Technical Data Sheet or, if none is stated, a recognised international method. MWSC is not obliged to sample or test the Goods.

A7.3 Test results.

A lot fails if a sample taken from it does not meet the relevant requirement, allowing for any tolerance stated in the Technical Data Sheet or the test method. MWSC will give the Supplier the results. Within five (5) Business Days after receiving them, the Supplier may ask in writing for a retained sample from the same lot to be retested, at the Supplier's cost, by an independent laboratory accredited to ISO/IEC 17025 and chosen by MWSC. The retest result is final and binding on both parties, except for manifest error. If the Supplier does not ask for a retest in time, MWSC's results are final and binding. The Supplier bears the cost of all testing of a lot that fails.

A7.4 Acceptance.

For the purposes of Clause 5.8, the Goods (or the relevant part of them) are Accepted on the date MWSC issues a written notice of acceptance, which MWSC will issue promptly after completing the inspection without rejection. Acceptance does not occur by use, processing, payment, lapse of time or the signing of any delivery or receiving document.

A7.5 Rejection.

MWSC may reject all or any part of the Goods by written notice to the Supplier if:

- (a) any lot fails a test under Condition A7.3, in which case MWSC may reject the whole lot;
- (b) the Goods are Defective, damaged, contaminated, wet or short in quantity, or their packing is broken or damaged;
- (c) the labelling or lot numbers do not match the Certificates of Analysis, or a Certificate of Analysis is missing, incorrect or not genuine;
- (d) the manufacturer does not confirm, on MWSC's enquiry, that the Goods or any Certificate of Analysis are genuine; or
- (e) any lot was manufactured earlier than Condition A4.2 permits.

A7.6 Remedies for rejected Goods.

Where MWSC rejects any Goods, MWSC may by written notice, at its option:

- (a) require the Supplier to replace them at its own cost with conforming Goods that arrive at Malé port within forty-five (45) days after the notice, in which case Conditions A4 to A7 apply to the replacement Goods;

- (b) require the Supplier to refund all amounts paid for the rejected Goods within fourteen (14) days after the notice; or
- (c) accept the rejected Goods at a reduced price determined by MWSC acting reasonably.

In every case the Supplier shall also reimburse MWSC's costs of inspecting, testing, handling, storing, returning and disposing of the rejected Goods. Liquidated damages at the rate in Clause 5.11(b) apply for each day after the period in paragraph (a) until the replacement Goods arrive, within the maximum in Clause 5.11(b), and Clause 5.11(d) does not apply to replacement Goods.

A7.7 Removal of rejected Goods; duty.

The Supplier shall remove rejected Goods from MWSC's Premises within thirty (30) days after MWSC's notice of rejection, at its own cost and risk, and shall complete any customs formalities for their re-export or local disposal. If it does not, MWSC may return, sell or destroy them at the Supplier's cost and risk and apply any sale proceeds towards amounts owed by the Supplier. The Supplier shall bear any import duty, GST, penalty or other charge that becomes payable because Goods imported under MWSC's duty exemption are rejected, re-exported, sold, destroyed or otherwise disposed of.

A7.8 No waiver.

Inspection, testing, Acceptance, payment, use or processing of the Goods, or any failure to inspect or test them, does not relieve the Supplier of any obligation or waive any right of MWSC, including MWSC's rights under Condition A8 for Defects not discovered at Acceptance.

A8. Warranties

A8.1 Warranties.

The Supplier warrants that, on the Shipment Date, on Acceptance and throughout the Warranty Period, the Goods:

- (a) are genuine LDPE and LLDPE of the grades, and from the manufacturers, stated for the Approved Option offered, supplied in the ratio stated for that option, new, virgin and unused, and not reprocessed, recycled or blended;
- (b) conform to Clause 3.1, the manufacturer's Technical Data Sheet and the relevant Certificate of Analysis;
- (c) comply with Condition A4.4;
- (d) are of satisfactory quality, free from contamination, foreign matter and defects, and fit for the production of shrink film, being the purpose stated in Clause 3.1, when processed in accordance with the manufacturer's published processing recommendations;
- (e) are packed and labelled in accordance with the Contract; and
- (f) are free from any lien, charge, retention of title, security interest or other right of any person, and do not infringe any intellectual property right.

The Supplier also warrants that every Certificate of Analysis, bill of lading, certificate and other document it provides under the Contract is genuine, complete and accurate.

A8.2 Warranty Period.

The Warranty Period for each part of the Goods is twelve (12) months from its Acceptance and, for replacement Goods, twelve (12) months from their Acceptance. A Defect is covered if MWSC notifies the Supplier of it during the Warranty Period, or within thirty (30) days after the Warranty Period ends where the Defect was discovered, or testing of the lot began, during the Warranty Period.

A8.3 Remedies for Defects.

If any Goods are found to be Defective, MWSC may exercise any of the remedies in Condition A7.6, whether or not the Goods have been Accepted, used or processed, and Condition A7.7 applies. In addition, the Supplier shall reimburse MWSC for:

- (a) the cost of testing and investigating the Defect;
- (b) the cost of other materials, energy and labour wasted in processing Defective Goods;
- (c) the cost of shrink film or other products made from Defective Goods that must be scrapped, reworked, withdrawn or recalled, including the cost of any withdrawal or recall;
- (d) the reasonable additional cost of buying replacement resin to maintain production, where the Supplier does not replace Defective Goods in time; and
- (e) any other Losses MWSC incurs as a result of the Defect.

A8.4 Manufacturer support.

The Supplier shall use its best endeavours to procure that the manufacturer investigates any quality complaint notified by MWSC and provides lot traceability information and the test results of retained samples within fourteen (14) days. MWSC's rights against the Supplier do not depend on any claim against, or response from, the manufacturer.

A8.5 Warranties are additional.

These warranties are in addition to any warranty or condition implied by law and to any manufacturer's warranty, which the Supplier shall pass on to MWSC so far as it is able. They survive Acceptance, payment and the expiry or termination of the Contract.

A9. Price and Payment

A9.1 Fixed price.

The unit rate is fixed under Clause 2.1 and covers all of the Supplier's obligations under the Contract, including insurance, documents, the Advance Payment Guarantee and compliance with these Conditions. No adjustment will be made for any reason, including changes in the manufacturer's price, freight rates, bunker or war-risk surcharges, insurance premiums, exchange rates or the cost of foreign currency.

A9.2 GST and other taxes.

The Supplier shall charge GST only where and to the extent that it is lawfully chargeable on its supply to MWSC, and shall promptly refund or credit to MWSC any GST charged that was not lawfully chargeable. The Supplier is responsible for all other taxes on its income, business and transactions connected with the Contract. MWSC may deduct from any payment any tax it is required by law to withhold.

A9.3 Invoices.

Each invoice under Clause 5.10(e) shall be in MVR, comply with the laws of the Maldives (including, where GST is charged, the requirements for a tax invoice), and state the Purchase Order number, the Supplier's taxpayer identification number and the instalment claimed.

A9.4 Payment safeguards.

Clause 5.10(a) applies subject to the following:

- (a) if, when an instalment falls due, the Goods have not arrived at Malé port or MWSC has not completed the inspection under Clause 5.8, MWSC may withhold that instalment, or the part of it relating to the Goods concerned, until those Goods are Accepted;
- (b) MWSC may withhold any amount relating to Goods that have been rejected or are the subject of a notified Defect, until the Supplier has complied with Condition A7.6 or A8.3 (as applicable); and
- (c) any amount withheld under this Condition becomes payable within fourteen (14) days after the reason for withholding ends, subject to Condition A9.5.

A9.5 Set-off and debts.

Without limiting Clause 5.10(f), MWSC may set off any amount the Supplier owes to MWSC under or in connection with the Contract, including liquidated damages, refunds, costs and Losses, against any amount payable to the Supplier under the Contract or any other contract between MWSC and the Supplier. Any amount the Supplier owes to MWSC is a debt payable within fourteen (14) days after MWSC's written demand.

A9.6 Payment account.

MWSC will pay only into a bank account held in the Supplier's own name with a bank in the Maldives, notified to MWSC by letter on the Supplier's letterhead signed by its authorised signatory and verified by MWSC directly with the Supplier by telephone. The same applies to any change of account. MWSC will not pay any third party, and is not liable for any payment made in accordance with this Condition.

A9.7 Effect of payment; no interest.

Payment is not evidence of Acceptance or of the conformity of the Goods, and does not waive any right of MWSC. MWSC may recover any overpayment as a debt. No interest, financing charge or other compensation is payable by MWSC on any amount withheld under the Contract or paid after its due date.

A10. Advance Payment Guarantee

A10.1 Form and issuer.

The Advance Payment Guarantee shall be issued by a bank licensed by the Maldives Monetary Authority and acceptable to MWSC, in a form approved by MWSC before issue. It shall be payable on MWSC's first written demand, without MWSC having to prove or give reasons for its demand and despite any objection by the Supplier, and shall not be affected by any amendment to the Contract or any extension of time. The Supplier bears all charges of the issuing bank.

A10.2 Validity.

Notwithstanding Clause 5.10(b), the Advance Payment Guarantee shall remain valid until thirty (30) days after Acceptance of all the Goods, with an initial expiry date at least one hundred and twenty (120) days after its date of issue. If Acceptance of all the Goods has not occurred thirty (30) days before the expiry date, the Supplier shall, at least fourteen (14) days before the expiry date, have the guarantee extended for such further period as MWSC requires.

A10.3 Release.

Notwithstanding Clause 5.10(d), MWSC will release the Advance Payment Guarantee within fourteen (14) days after Acceptance of all the Goods.

A10.4 Calling the guarantee.

In addition to the circumstances in Clause 5.10(d), MWSC may call the Advance Payment Guarantee, in whole or in part, if:

- (a) the Supplier fails to extend it as required by Condition A10.2, in which case MWSC may hold the proceeds as cash security on the same terms;
- (b) the Contract is terminated for any reason; or
- (c) any Goods are lost, rejected or not delivered and the Supplier fails to replace them, or to refund the amounts paid for them, within the time required by the Contract.

MWSC shall apply the proceeds of any call towards the amounts owed by the Supplier, and return any balance after Acceptance of all the Goods or after the Supplier's liabilities on termination have been settled. A call does not limit MWSC's other rights.

A11. Delay

A11.1 Time of the essence.

Time is of the essence for Delivery within the delivery period and for every other time limit for the Supplier's performance.

A11.2 Liquidated damages.

The parties agree that the liquidated damages in Clause 5.11(b) are a genuine pre-estimate of MWSC's loss from late Delivery and not a penalty. They are payable without proof of loss and may be set off under Condition A9.5, and paying them does not relieve the Supplier of its obligation to complete the supply. They compensate MWSC for delay only, and do not

limit MWSC's right to terminate under Condition A13, to recover on termination the additional cost of replacement goods and its other Losses (excluding any loss already compensated by liquidated damages), or to exercise any right for any other breach.

A11.3 Extension of the delivery period.

The delivery period may be extended only:

- (a) under Clause 5.10(c), for late payment of the advance;
- (b) for a Force Majeure Event, under Condition A12;
- (c) for a suspension, under Condition A13.4; or
- (d) for delay caused by MWSC's breach of the Contract.

An extension under paragraph (b) or (d) is available only if the Supplier notifies MWSC in writing, within three (3) Business Days after the event starts, of the event, its expected effect on Delivery and the extension sought, with supporting evidence. MWSC will decide the extension, acting reasonably, by reference to the delay actually caused. If the Supplier does not notify MWSC in time, it is not entitled to any extension for that event.

A11.4 Notice of delay.

The Supplier shall notify MWSC immediately if it becomes aware that Delivery or Arrival is likely to be delayed, stating the cause and the steps it is taking to minimise the delay. Notice does not relieve the Supplier of liability for the delay.

A12. Force Majeure

A12.1 Meaning.

A “**Force Majeure Event**” is an event or circumstance that is beyond the reasonable control of the affected party, could not reasonably have been foreseen at the submission deadline, could not have been avoided or overcome by reasonable diligence (including, for the Supplier, by sourcing the Goods from another authorised source), and prevents the affected party from performing an obligation under the Contract. Examples are war, terrorism, riot or civil disturbance; an epidemic, with the government measures taken in response; an earthquake, tsunami, cyclone or other natural catastrophe; an explosion or fire at the manufacturer's plant or the port of loading; an embargo; and a change in law or other act of government that prohibits the export or import of the Goods.

A12.2 Exclusions.

None of the following is a Force Majeure Event:

- (a) lack, shortage or cost of foreign currency or funds, or any difficulty in making payments;
- (b) any act, omission, default or delay of an Upstream Party, including failure to allocate or supply the Goods, unless caused by an event that would itself be a Force Majeure Event and that the Supplier could not overcome by sourcing the Goods elsewhere;
- (c) changes in market prices, freight rates or exchange rates;

- (d) shortage of vessels or containers, port congestion or changes in vessel schedules, without affecting Clause 5.11(d);
- (e) strikes or labour disputes involving the workforce of the Supplier or of an Upstream Party; or
- (f) the insolvency or financial difficulty of the Supplier or of an Upstream Party.

A12.3 Notice and effect.

A party affected by a Force Majeure Event shall notify the other within three (3) Business Days after becoming aware of it, giving details and its expected duration, shall use all reasonable efforts to mitigate its effects, and shall give updates at least every seven (7) days. To the extent a Force Majeure Event notified in this way prevents performance, the affected party is not liable for the failure or delay, and its only relief is an extension of time for that obligation. A Force Majeure Event does not entitle the Supplier to any additional payment and does not excuse any obligation to pay money or to refund the advance.

A12.4 Prolonged Force Majeure.

If a Force Majeure Event prevents Delivery or Arrival for more than thirty (30) days in total, MWSC may terminate the Contract by written notice. The Supplier shall then refund, within fourteen (14) days, all amounts paid for Goods that have not been Accepted, title to those Goods passes back to the Supplier on refund, and MWSC may call the Advance Payment Guarantee to recover any amount not refunded.

A13. Termination and Suspension

A13.1 Termination for Supplier default.

MWSC may terminate the Contract, in whole or in part, by written notice to the Supplier with immediate effect, if:

- (a) Delivery has not occurred within fourteen (14) days after the end of the delivery period, as extended under Condition A11.3;
- (b) the liquidated damages for delay reach the maximum in Clause 5.11(b);
- (c) the Goods have not arrived at Malé port within sixty (60) days after the Shipment Date, unless the delay is caused by a Force Majeure Event or a breach by MWSC;
- (d) the Supplier fails to replace lost, rejected or Defective Goods, or to refund the amounts paid for them, within the time required by the Contract;
- (e) the Supplier repudiates the Contract, or Condition A2.4 applies;
- (f) the Supplier breaches Clause 5.4(c), or an Upstream Party makes a claim against MWSC in connection with the Goods that is not withdrawn within fourteen (14) days after MWSC notifies the Supplier of it;
- (g) the Supplier assigns or attempts to assign the Contract or any right under it in breach of Condition A15.1;
- (h) the Goods, or any Certificate of Analysis or other document provided by the Supplier, are not genuine or have been altered or falsified;

- (i) the Supplier, or anyone acting for it, has engaged in any corrupt, fraudulent, collusive or coercive practice in connection with the tender or the Contract, or any statement in its Tender or declarations was false or misleading;
- (j) the Supplier becomes insolvent or unable to pay its debts as they fall due, enters into an arrangement with its creditors, has a receiver, administrator or liquidator appointed over it or any of its assets, is the subject of a winding-up or bankruptcy order, ceases or threatens to cease business, or has its registration cancelled; or
- (k) the Supplier commits any other material breach of the Contract that cannot be remedied, or that it fails to remedy within seven (7) days after MWSC's written notice requiring it to do so.

A13.2 Consequences of termination for default.

If MWSC terminates under Condition A13.1, then, without limiting its other rights:

- (a) MWSC may call the Advance Payment Guarantee;
- (b) MWSC may keep any Goods that have arrived or are in transit, and pay for them at the unit rate less any amount owed by the Supplier;
- (c) the Supplier shall refund, within fourteen (14) days, all amounts paid for Goods that MWSC does not keep and that have not been Accepted, and title to those Goods passes back to the Supplier on refund;
- (d) MWSC may buy goods of the same or the nearest available specification from any source, and recover from the Supplier the amount by which the cost of doing so (including freight, insurance and administrative costs) exceeds the Contract Price of the Goods replaced; and
- (e) the Supplier shall pay the liquidated damages accrued up to termination and MWSC's other Losses arising from the default and termination.

A13.3 Termination for convenience.

Notwithstanding Clause 5.2, MWSC may terminate the Contract, in whole or in part, for its convenience by giving at least seven (7) days' written notice to the Supplier at any time before the Goods are loaded on board for shipment. The Supplier shall then take all reasonable steps to cancel or reduce its commitments and mitigate its costs, including by reselling any Goods already bought. MWSC's only liability is to pay the Supplier's reasonable and documented direct costs, properly incurred before the notice, that cannot be avoided, cancelled or recovered by mitigation, up to ten per cent (10%) of the Contract Price (excluding GST) of the terminated part. The Supplier is not entitled to loss of profit or any other compensation, and shall refund the advance, less any amount payable under this Condition, within fourteen (14) days after the termination takes effect.

A13.4 Suspension.

MWSC may, by written notice, instruct the Supplier to suspend shipment of all or part of the Goods for up to thirty (30) days in total, and the delivery period is extended by the period of suspension. Unless the suspension results from the Supplier's breach, MWSC will reimburse the Supplier's reasonable and documented direct costs of storage and insurance caused by the suspension, but not loss of profit or any other loss.

A13.5 No suspension or termination by the Supplier.

The Supplier is not entitled to suspend performance of, or to terminate, the Contract. Its remedy for any breach by MWSC, including non-payment, is a claim for the amount properly due, subject to the Contract.

A14. Indemnity and Liability**A14.1 Indemnity.**

The Supplier shall indemnify MWSC and its directors, officers and employees against all Losses arising out of or in connection with:

- (a) any claim or demand by an Upstream Party in connection with the Goods or their purchase, shipment, insurance or financing, including any claim that MWSC is liable to pay for the Goods or under any credit insurance, financing or guarantee arrangement;
- (b) any misuse of MWSC's name, consignee status or duty exemption, or any loss or refusal of the duty exemption caused by the Supplier;
- (c) any Defect, including any third-party claim relating to products made from Defective Goods and any withdrawal or recall of such products;
- (d) any actual or alleged infringement of intellectual property rights by the Goods or their supply;
- (e) any breach by the Supplier of any law, including sanctions, export control and anti-corruption laws; and
- (f) any breach of the Contract, negligent act or omission, or wilful misconduct of the Supplier or any person acting for it.

Each indemnity is a separate and independent obligation, continues after the Contract ends, and does not require MWSC to incur any cost or make any payment before enforcing it.

A14.2 Conduct of claims.

MWSC will notify the Supplier of any third-party claim covered by Condition A14.1. MWSC may conduct the defence and settlement of the claim itself at the Supplier's cost, or allow the Supplier to do so at its own cost and subject to MWSC's directions. The Supplier shall not settle or admit any claim in MWSC's name without MWSC's prior written consent.

A14.3 MWSC's liability.

MWSC's total liability to the Supplier under or in connection with the Contract, whether in contract, tort (including negligence), under statute or otherwise, is limited to the part of the Contract Price properly due and unpaid, together with any amount payable under Condition A13.3 or A13.4. MWSC is not liable for any loss of profit, revenue, business or opportunity, any financing or currency cost, or any indirect or consequential loss.

A14.4 Supplier's liability.

Nothing in the Contract limits or excludes the Supplier's liability. The parties agree that the Losses described in Condition A8.3 are direct losses recoverable from the Supplier.

A15. Assignment and Subcontracting

A15.1 No assignment by the Supplier.

The Supplier shall not assign, novate, transfer, charge, factor, discount, declare a trust over or otherwise deal with the Contract or any right or benefit under it, including any right to receive payment, without MWSC's prior written consent, which MWSC may withhold at its discretion. A notice of assignment given to MWSC without that consent has no effect against MWSC, and MWSC may continue to pay the Supplier in full discharge of its obligations.

A15.2 Subcontracting.

The Supplier may engage freight forwarders, carriers and insurers to perform its obligations, but remains fully responsible for their acts and omissions as if they were its own.

A15.3 Assignment by MWSC.

MWSC may assign or transfer the Contract, or any right under it, to any successor to its business or any entity owned or controlled by the Government of Maldives, by written notice to the Supplier.

A16. Integrity, Confidentiality and Audit

A16.1 Integrity.

The Supplier shall not, and shall ensure that its directors, employees and agents do not, offer, give, solicit or accept any payment, gift, hospitality or other advantage to or from any director, officer or employee of MWSC, or any other person, in connection with the tender or the Contract. The Supplier shall immediately disclose to MWSC any actual or potential conflict of interest. The statements in the Supplier's Tenderer's Declaration and its Declaration of No Conflict of Interest & Ethical Conduct are warranties under the Contract.

A16.2 Consequences.

If the Supplier breaches Condition A16.1, MWSC may, in addition to terminating under Condition A13.1(i), recover from the Supplier the amount or value of any advantage given, refer the matter to the Anti-Corruption Commission or any other competent authority, and exclude the Supplier from future MWSC procurement under MWSC's procurement policies.

A16.3 Sanctions.

The Supplier warrants that the supply of the Goods, and every payment connected with it, does not involve any person, vessel or country in breach of any sanctions applicable to the Supplier, MWSC, the banks involved or the transaction.

A16.4 Confidentiality and publicity.

The Supplier shall keep confidential all information it receives from MWSC in connection with the tender or the Contract, and the terms of the Contract, and shall use them only to perform the Contract, unless the information is public other than through the Supplier's breach or the Supplier is required by law to disclose it. The Supplier shall not use MWSC's name or logo, or make any public statement about the Contract, without MWSC's prior written consent, except as required by Clause 5.4(b).

A16.5 Disclosure by MWSC.

The Supplier acknowledges that MWSC is a state-owned company and may be required to disclose information about the tender and the Contract, including under the Right to Information Act and to its shareholders, the Auditor General, the Anti-Corruption Commission and other competent authorities. MWSC may make any such disclosure, and publish the award of the Contract, without liability to the Supplier.

A16.6 Records and audit.

The Supplier shall keep complete and accurate records relating to the Contract, including its purchase and payment documents for the Goods, for at least five (5) years after the Contract ends, and shall give MWSC, MWSC's auditors, the Auditor General and any other competent authority access to those records on request and allow them to take copies.

A17. Notices, Governing Law and Disputes**A17.1 Notices.**

Notices under the Contract shall be in writing in English and delivered by hand, by courier or by email: to MWSC at the address in Clause 5.4(b) and the email address stated in the Purchase Order, and to the Supplier at the address and email stated in its Tender, or to any other address a party notifies to the other. A notice is received on delivery if delivered by hand or courier, and when sent if sent by email, unless the sender receives an automated message that it was not delivered. A notice received after 1600 hours, or on a day that is not a Business Day, is treated as received on the next Business Day.

A17.2 Governing law.

The Contract, and any dispute or claim arising out of or in connection with it (including any non-contractual dispute or claim), is governed by the laws of the Republic of Maldives.

A17.3 Disputes.

Either party may give written notice of a dispute to the other, and senior representatives of the parties shall meet within ten (10) Business Days after the notice and try in good faith to resolve it. If the dispute is not resolved within twenty (20) Business Days after the notice, either party may refer it to the courts of the Maldives, which have exclusive jurisdiction. Nothing in this Condition prevents MWSC from seeking urgent interim relief at any time, enforcing a judgment in any jurisdiction, calling the Advance Payment Guarantee, withholding or setting off any amount, or terminating the Contract. The Supplier shall continue to perform the Contract while any dispute is being resolved.

A18. General**A18.1 Entire agreement.**

The Contract contains the entire agreement between the parties about its subject matter and supersedes all prior negotiations and understandings, except the statements in the Supplier's Tender and declarations, on which MWSC relies.

A18.2 Amendments.

No amendment, variation or waiver of the Contract is effective unless it is in writing, expressly refers to the Contract and is signed by an authorised signatory of each party. No other statement or conduct of any officer or employee of MWSC, including any email or instant message, amends the Contract or waives any of MWSC's rights.

A18.3 Waiver and remedies.

A failure or delay by MWSC in exercising any right does not waive it, and a single or partial exercise of a right does not prevent its further exercise. MWSC's rights and remedies under the Contract are cumulative and in addition to its rights and remedies at law.

A18.4 Severability.

If any provision of the Contract is invalid or unenforceable, it applies to the maximum extent allowed by law, and the rest of the Contract continues in force.

A18.5 Relationship and third parties.

Nothing in the Contract creates a partnership, joint venture or agency between the parties. No person other than the parties has any right under the Contract, except the persons indemnified under Condition A14.1.

A18.6 Language and costs.

The Contract is in English, and if it is translated the English text prevails. Each party bears its own costs of entering into the Contract, and the Supplier bears all costs of the Advance Payment Guarantee and of complying with the Contract.

A18.7 Accrued rights and survival.

Expiry or termination of the Contract does not affect any right or liability that has already accrued. Conditions A3.3, A5.4 to A5.6, A7.6 to A7.8, A8, A9.5 to A9.7, A10.4, A13.2, A13.3, A13.5, A14, A16, A17 and A18, and any other provision intended to continue, survive the expiry or termination of the Contract.

Non-Collusion & Related Party Declaration

Date	[Date]
To	Malé Water & Sewerage Company Pvt. Ltd. (MWSC)
From	[Vendor Name]
Subject	Non-Collusion & Related Party Declaration – [Project Name / RFQ/RFB/RFP No.]

Important: Every bidder must fill in, sign and stamp this declaration and submit it with its quote/bid/proposal. Quotes/bids/proposals submitted without it will not be accepted.

Dear Sir/Madam,

I/We, the undersigned, on behalf of [Vendor Name], confirm that each statement below is true (as required by Section 4.1.D of the MWSC Procurement Policy, MWSC-POL/BOD/2026/01). Please read each statement carefully before signing:

1. **No Conflict of Interest:** We have no personal or business interest that conflicts, could conflict, or could appear to conflict with our taking part in [Project Name/ RFQ/RFB/RFP No.].
2. **One Bid Only and No Related Bidders:** We are submitting only one quote/bid/proposal for this procurement, either on our own or as part of a joint venture or group. We understand that related companies are not allowed to bid in the same tender (Section 4.1.D(c), MWSC Procurement Policy). We confirm that we:
 - a) do not own or control any other bidder, are not owned or controlled by any other bidder, and are not owned or controlled by the same person or company as any other bidder;
 - b) do not have the same owner, shareholder, director, partner or key staff as any other bidder;
 - c) do not receive, and have not received, any money or financial support from any other bidder, directly or through someone else;
 - d) have no link with any other bidder, directly or through another person or company, that would let us influence their bid or MWSC's decision;
 - e) have no owner, director or partner who is the parent, child, husband/wife, brother or sister of an owner, director or partner of any other bidder; and
 - f) did not help prepare the design, specifications or bidding documents for this procurement, and have not been hired (and are not proposed to be hired) as the Engineer or consultant for the project. This also applies to our related companies.

Note: "Own or control" means holding more than 20% of a company's shares or voting rights (directly or through others) or having the power to appoint most of its directors or run the company. Using the same subcontractor as another bidder is allowed.

3. **No Bribes or Gifts:** We have not offered, and will not offer, any bribe, gift, favor or other benefit to MWSC staff or their family members to influence this procurement.
4. **No Links with MWSC Staff:** None of our owners, directors or employees is a parent, child, husband/wife, brother or sister of any member of MWSC's Board of Directors, Executive Management, Tender Evaluation Committee (TEC) or procuring staff, or any other MWSC employee who can influence the evaluation or award.

On Vendor Letterhead (if applicable)

None of these MWSC persons, or their close family members, owns more than 20% of [Vendor Name]. If any such link exists, we have told MWSC about it in writing with this submission. We understand that MWSC's Board of Directors must give extra approval before MWSC can contract with us (Section 4.1.D(e), MWSC Procurement Policy).

5. **Honest Conduct: We will act honestly and fairly throughout this procurement and follow MWSC's policies and procedures.**
6. **Confidentiality:** We will keep private all information shared with us during this procurement and will not pass it on to others.
7. **Reporting New Conflicts: If any conflict of interest, or anything that could look like one, comes up at any time, we will tell MWSC in writing straight away.**
8. **No Collusion with Other Bidders:** We prepared our quote/bid/proposal on our own, without colluding with any other bidder or competitor (for example, by discussing our bid with them or making any agreement or arrangement with them). In particular, we have not:
 - a) shared our prices or bid details with any other bidder, or received theirs;
 - b) agreed with anyone on prices, on whether to bid or not, or to submit a fake or deliberately high bid to help another bidder win;
 - c) agreed with other bidders to take turns winning, to stay out of a tender, or to divide customers or work among ourselves; or
 - d) offered or agreed to give work (such as a subcontract), money, gifts or any other financial or similar benefit to any other bidder for withdrawing or for submitting a weak bid.
9. **Checking:** We agree that MWSC may check this declaration, including against business registration and ownership records. We have attached a list of our shareholders (with the percentage each owns), directors and partners, and will give MWSC any other relevant documents it reasonably asks for to check this declaration.
10. **If This Declaration Is Untrue:** We understand that if anything in this declaration is untrue, or we break it at any stage, MWSC will reject our quote/bid/proposal and those of any related bidders or colluding bidders, may cancel any award or contract, and may ban us from future MWSC work under the MWSC Vendor Suspension and Debarring Policy and Procedure. MWSC may also take legal action under the laws of the Maldives.

Signed by the authorized representative on behalf of the bidder:

Signature & Company Stamp
[Name of Authorized Signatory]
[Title/Designation]
[Vendor Name]

FOR MWSC OFFICIAL USE ONLY – Procuring Department Verification

The Procuring Department must complete this section for every bidder before the evaluation report is submitted for approval. This verified form must be attached to the evaluation report. An evaluation report shall not be submitted for approval unless a verified declaration is attached for every bidder.

Checks completed:

- ☐ Declaration is complete, signed and stamped by the bidder's authorized representative;
- ☐ List of shareholders, directors and partners is attached;
- ☐ Owners, shareholders, directors and partners compared against all other bidders in this procurement using business registration records – no common ownership or control found
- ☐ Bidder checked against the related-party register maintained by Corporate Affairs – no related party found, or related party disclosed and referred for Board approval
- ☐ No signs of collusion found (e.g. identical prices or wording, shared address, phone number or email, bids prepared by the same person)
- ☐ Bidder is not suspended or debarred by MWSC

Result: ☐ Cleared ☐ Not cleared

Remarks: _____

Verified by:

(Staff Name & Designation): _____

Signature: _____

Date: _____

Reviewed by

(HOD Name & Designation): _____

Signature: _____

Date: _____