



**Ministry of Tourism and Environment**

**REQUEST FOR QUOTATIONS  
– CIVIL WORKS for SCHOOL GARDEN  
PROGRAM MALE'**

**30<sup>th</sup> March 2026**

**Package No.:** NCS-04

**Employer:** Project Management Unit (PMU), Enhancing Climate Resilience and Food Security Project,  
Ministry of Tourism and Environment (MOTE)

**Country:** Maldives

## REQUEST FOR QUOTATION - WORKS (RFQW)

Project Title : Enhancing Climate Resilience and Food Security Project  
Source of Funding : Asian Development Bank (ADB)  
Contract Ref : ADB, Project Nr. 57002-001 Date of Issue of Request: 29<sup>th</sup> March 2026

To : Ahmed Waheed, Director  
5th Floor, Velaanaage, 20096, Ameeru Ahmed Magu, Male' Maldives

Sir/Madam:

1. The Ministry of Tourism and Environment hereby requests you to submit a quotation for the following works:

**Civil Works for School Garden Program Male' under Enhancing Climate Resilience and Food Security Project. The works will be undertaken in three schools in Male' region.**

To assist in the preparation of your price quotation, the necessary **Specifications, Bill of Quantities (BoQ) and Drawings, Form of Quotation** and a draft **Contract Form** are enclosed. You are advised to visit the site of the works at your own expense, and obtain necessary information in order to prepare your quotation.

2. If you/your firm, however, falls under any of the following conditions, your proposal may not be considered:
  - (a) you/your firm are/is not a citizen/national of an ADB member country, or
  - (b) you/your firm have/has been associated with the firm that prepared the design, specifications, or engaged in the preparation of the Project or firm that will provide supervision of the Works, or
  - (c) you/your firm are/is owned by the Employer, or
  - (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its [Anticorruption Policy](#) (1998, as amended to date), or
  - (e) the contracting of services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.
3. To be qualified, you must:
  - (a) have experience as a prime contractor in the construction of at least one work over the last 3 years of the nature and complexity equivalent to the works covered by this **Request for Quotation** as evidenced by a client's certificate of completion; and
  - (b) provide evidence of availability of financial resources to successfully complete the works in the amount of Mvr 135,000. Credit line from a reputable bank is acceptable evidence.
4. Your quotation/(s) should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

### Preparation of Quotations

- (a) Your price quotation/(s) shall be for the whole works as described in attached documents and submitted only in the attached **Form of Quotation** with the priced **Bill of Quantities (BoQ)**. The currency of quoted prices and payment shall be Maldivian Rufiyaa (MvR). The quotation shall

include all duties, local taxes and other levies payable by the contractor in accordance with the local laws.

- (b) You shall submit only one quotation. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (c) Your quotation should be valid for a period of 30 days from deadline for submission of the quotation as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of eligible contractors for the project for 2 years.

Queries, Prebid Meeting, Submission and Opening

- (d) If you have any questions please submit via email to [procurement.resilience@environmet.gov.mv](mailto:procurement.resilience@environmet.gov.mv) before 2<sup>nd</sup> April 2026, 13:00hrs.
- (e) Please be informed that the pre-bid meeting will be conducted online on 2 April 2026 (Thursday) at 09:00 a.m.  
**The meeting link is provided below:**  
<https://teams.microsoft.com/meet/4442598242931?p=qJKyjOjVZvTujWJjfr>
- (f) Your **Form of Quotation** with the priced **Bill of Quantities (BoQ)**, should be submitted by procurement with the required documents that should be submitted by 6<sup>th</sup> April 2026 , 14:00hrs with the required documents that should be submitted electronically by email.

**E-mail:** [procurement.resilience@environment.gov.mv](mailto:procurement.resilience@environment.gov.mv)

Evaluation and Comparison

- (g) Quotations determined to be substantially responsive to the **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.

**Selection Criteria**

Criteria	Weightage (%)	Documents Evaluated
Cost	60	Completed Attachment 1 and Attachment 2
Experience in undertaking Gardening /landscaping projects	30	Letters of experience
Previous Experience undertaking donor funded projects	10	Letters of experience

- (h) In evaluating the quotations, the Employer shall adjust for any arithmetical errors as follows:
  - (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
  - (ii) where is a discrepancy between the total price in the Priced **Bill of Quantities (BoQ)** or the

quoted amount indicated in the **Form of Quotation**, the total price in the Priced **Bill of Quantities (BoQ)** shall govern.

If you refuse to accept the correction, your quotation will be rejected.

Award of Contract

- (i) The Employer shall award the contract to the contractor whose quotation has been determined to be substantially responsive to this Request for Quotation and who has offered the lowest price quotation.
  - (j) The contractor whose quotation has been accepted will be notified by the Employer within 30 days from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Employer.
  - (k) The successful contractor shall sign the **Contract** (attached) governed by the annexed **Contract Terms and Conditions**.
5. Further information can be obtained from:
- |           |  |
|-----------|--|
| Name      | Abdulla Aiham Mohamed  |
| Telephone | +(960) 3018342   |
| E-mail    | <a href="mailto:abdulla.aiham@mote.gov.mv">abdulla.aiham@mote.gov.mv</a> |
6. The Employer intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the Contract resulting from this **Request for Quotation**.
7. Under [ADB's Anticorruption Policy](#) (1998, as amended to date), bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the bidder recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.
8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the employer's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):<sup>1</sup>

(a) Name of Institution: \_\_\_\_\_

(b) Period of debarment, ineligibility, or blacklisting (start and end date): \_\_\_\_\_

(c) Reason for the debarment, ineligibility, or blacklisting: \_\_\_\_\_

9. You/your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:<sup>2</sup>

- (a) Nature of the offense/violation: \_\_\_\_\_  
(b) Court/Area of jurisdiction: \_\_\_\_\_  
(c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): \_\_\_\_\_  
(d) Other relevant details:

10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the employer's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).
12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,

  
\_\_\_\_\_  
Mohamed Hamdhan Zuhair  
Project Manager  
Ministry of Tourism and Environment

# ATTACHMENT 1

## SPECIFICATIONS

### 1. Background

The Enhancing Climate Resilience and Food Security Project (*the Project*), financed by the Asian Development Bank (ADB, Project Nr. 57002-001), aims at building resilience in selected islands, including strengthening capacity and awareness to plan, adapt, and respond to climate change through improved early warning systems. One of the primary components of the project is output 3, which focuses on promoting climate smart technologies and practices in agri-food systems. This component aims to overcome constraints of limited topsoil and fresh water, by promoting water efficient and resilient urban farming. Under this component an Urban Farming Training Plan was developed, within which development of school gardens and demonstration plots are a primary components.

### 2. Objective

The main objective of this assignment is to develop three school gardens in three schools in Greater Male' region, namely Ghazee school in Hulhumale, Hiriya School in Male and Muhyiddin School in Villingili. This includes both equipment supply, input supply and associated civil works.

### 3. Implementation Arrangements

The party selected is expected to work closely with Urban Agriculture Specialist and Civil Engineer of the project in implementing the civil works needed for setting up of the school gardens in three schools in Male'. The concept of each school garden is provided in the next section and engineering drawings are provided in Annex 1.

## 4. School Garden Concepts

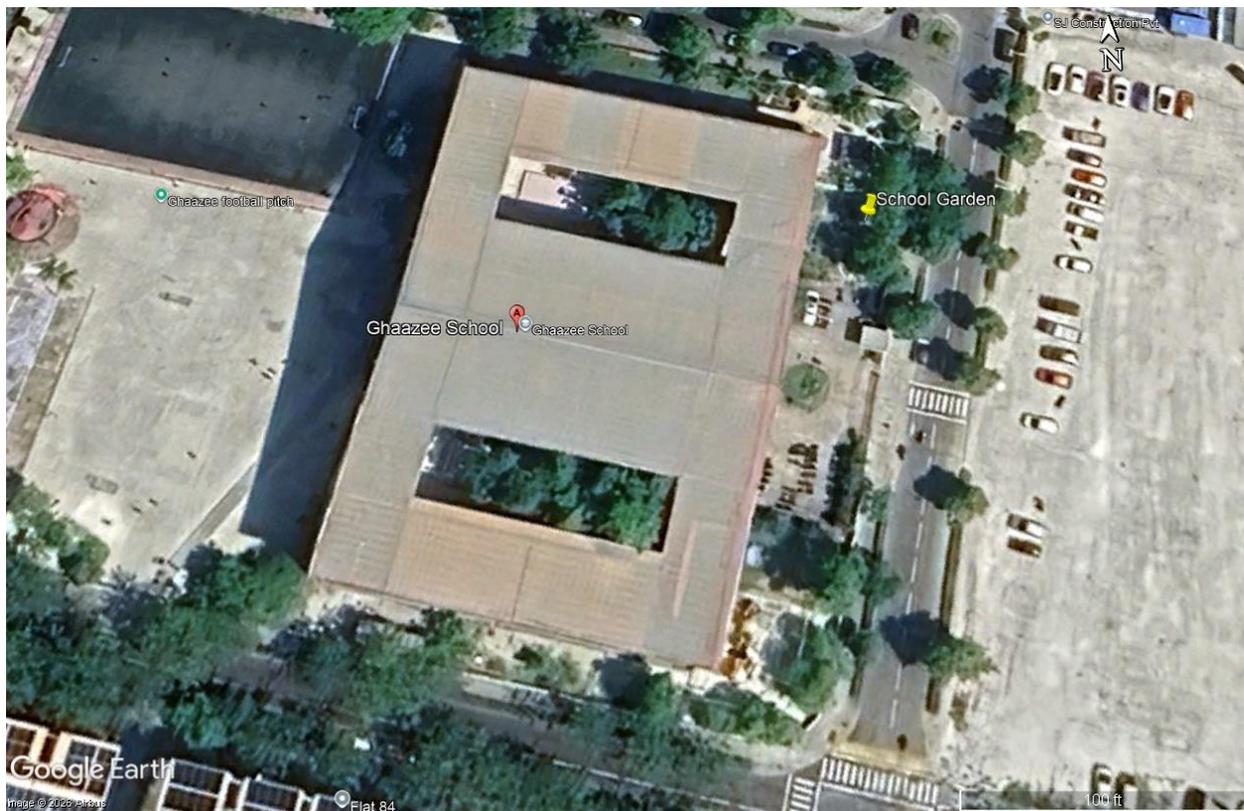
### 4.1 Ghazee School, Hulhumale

#### 4.1.1 Introduction

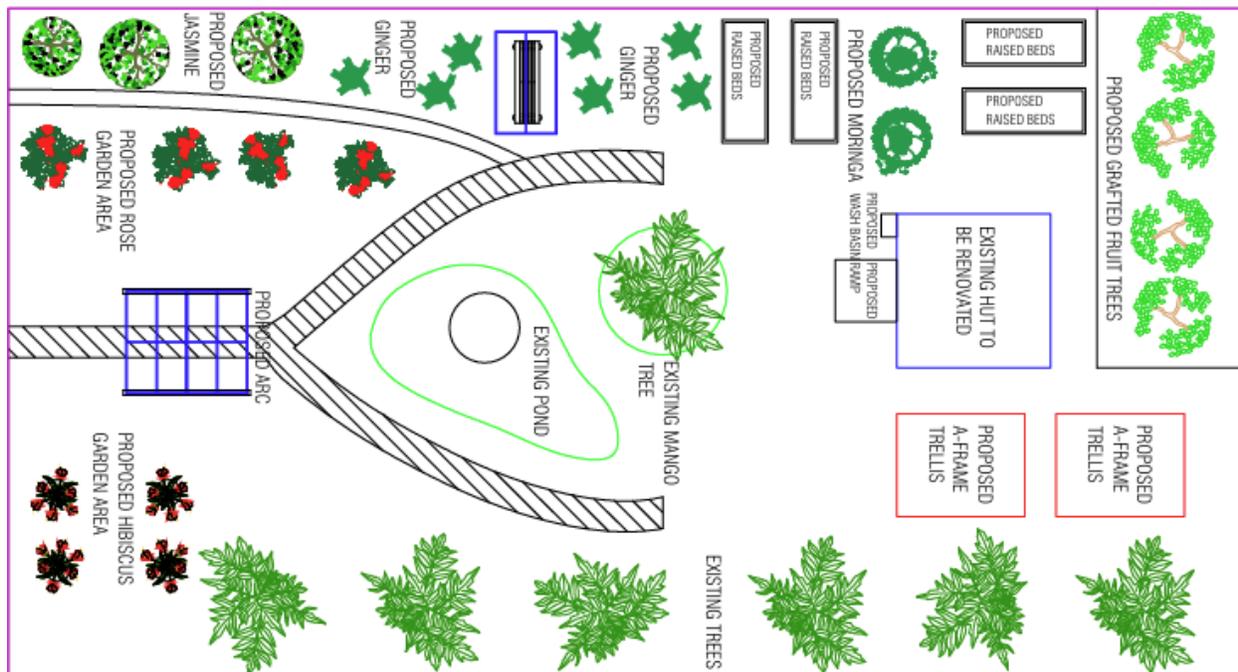
The school garden in Ghazee School, is planned for a plot of size 24 meters by 13 meters in the compound of the school. The focus of this garden is on cultivating tea-making plants, promoting sustainable urban agriculture, provide nutrition through locally grown backyard crops, enhancing climate resilience, and strengthening food security while providing students with unique educational opportunities in herbal cultivation and value addition and composting.

The garden plot helps students learn how these plants support health and wellbeing and shows how small urban spaces can be used to grow healthy plants.

#### 4.1.2 Garden Location



### 4.1.3 Concept Drawing



### 4.1.4 Main Components of the Garden

**Herbal Tea Garden:** The plot will cultivate a variety of plants commonly used for tea making, including butterfly pea, hibiscus, jasmine, lemongrass, ginger, moringa, and roses. Each species offers distinct flavors, colors, and nutritional properties for tea preparation. This collection provides fresh ingredients for the school's beverage needs while teaching students about plant cultivation, harvesting methods, and the traditional and contemporary uses of herbal plants in different cultures.

**Fruit Orchard for Tea Flavoring:** A small orchard will be established with grafted fruit trees including mango, passion fruit, starfruit, and guava varieties specifically selected because their fruits add natural flavors and aromatic qualities to tea blends. These fruits can be used fresh, dried, or as infusions to create diverse tea varieties. This orchard component integrates seamlessly with the herbal tea garden theme while contributing to long-term food security.

**Drip Irrigation System:** An efficient drip irrigation system will be installed throughout the plot to deliver water directly to plant root zones. This water efficient method minimizes evaporation and runoff while

ensuring consistent moisture delivery to both the tea plants and fruit trees, optimizing plant health and productivity.

**Rainwater Resource Integration:** The design integrates connections to existing underground rainwater storage tanks that currently remain unutilized at this school. The stored rainwater will be channeled through the drip irrigation system, transforming an unused resource into a sustainable water supply. This reduces dependence on municipal water, lowers operational costs, and demonstrates efficient resource management essential for sustainable urban agriculture.

#### ***4.1.5 Drawings and BOQ***

Refer to Attachment 1 for BOQ and Attachment 2 for drawings.

## **4.2 Hiriya School, Male'**

### ***4.2.1 Introduction***

This Garden is planned to enhance, expand and improve existing school garden at Hiriya School's rooftop garden. The size of the plot is 17.9 m by 10.7 m in size. This will promote sustainable urban agriculture, enhance climate resilience, provide information on nutrition and strengthen food security while providing hands-on educational opportunities for students on urban gardening and composting.

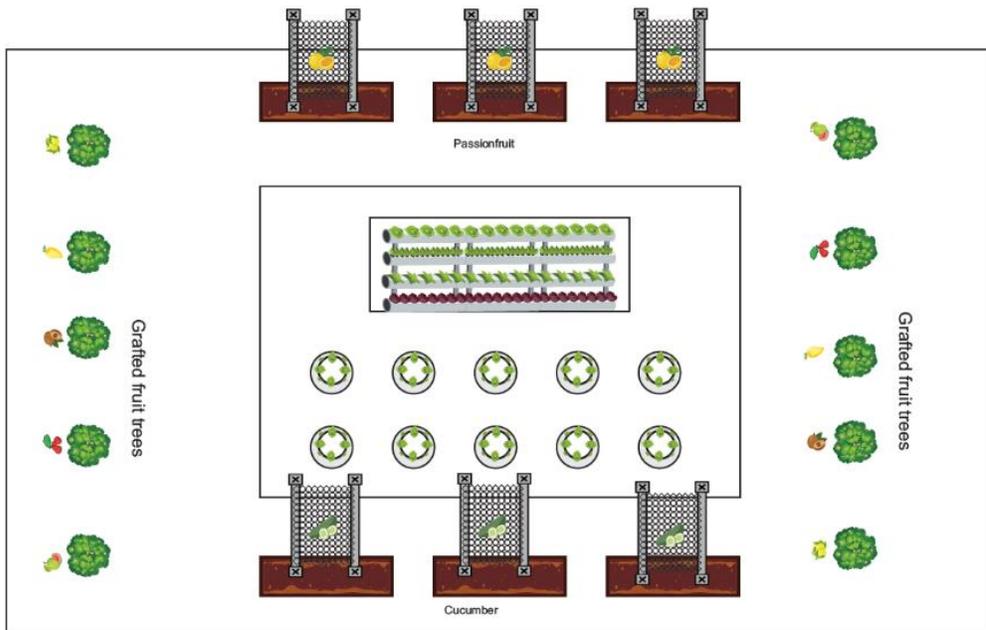
### ***4.2.2 Existing Infrastructure***

The plot currently features a shade net greenhouse equipped with a horizontal hydroponic system for lettuce production, and six raised beds for soil-based cultivation.

### ***4.2.3 Location Map***



**4.2.4 Concept Drawing**



#### ***4.2.5 Main Components of the Garden***

**Protected Growing Environment:** The greenhouse structure will be upgraded from shade net to polycarbonate sheet roofs with insect nets, creating a climate-controlled space that protects crops from adverse weather, regulates temperature and humidity.

**Integrated Hydroponic Systems:** The design incorporates both horizontal and vertical hydroponic growing systems within the greenhouse. The existing horizontal pipe system will continue operating for leafy greens, while new vertical hydroponic towers will be added to maximize vertical space utilization. This layered approach significantly increases growing capacity without expanding the footprint, demonstrating water-efficient urban farming techniques.

**Raised Bed Growing Areas:** Six raised beds situated on the terrace provide flexible spaces for soil-based cultivation. These beds will accommodate diverse crops including Passion Fruit, Cucumber, Melons, tomatoes and peppers, on rotation basis.

**Container Fruit Orchard:** The design includes a small orchard featuring grafted fruit trees grown in large containers. This approach overcomes rooftop soil depth limitations while providing flexibility in tree placement and management, contributing to long-term food security through perennial fruit production.

**Drip Irrigation System:** An efficient drip irrigation system will be installed throughout the plot to deliver water directly to plant root zones. This water efficient method minimizes evaporation and runoff while ensuring consistent moisture delivery to plants.

**Rainwater Irrigation System:** The design integrates connections to existing underground rainwater storage tanks that are currently not utilized. The system will channel stored rainwater to the garden through appropriate pumping and distribution infrastructure, transforming an unused resource into a sustainable water supply that reduces municipal water dependence and operational costs.

#### ***4.1.6 Drawing and BOQ***

Refer to Attachment 1 for BoQ and Attachment 2 for drawings.

### **4.3 Muhyideen School, Villingili**

#### ***4.3.1 Introduction***

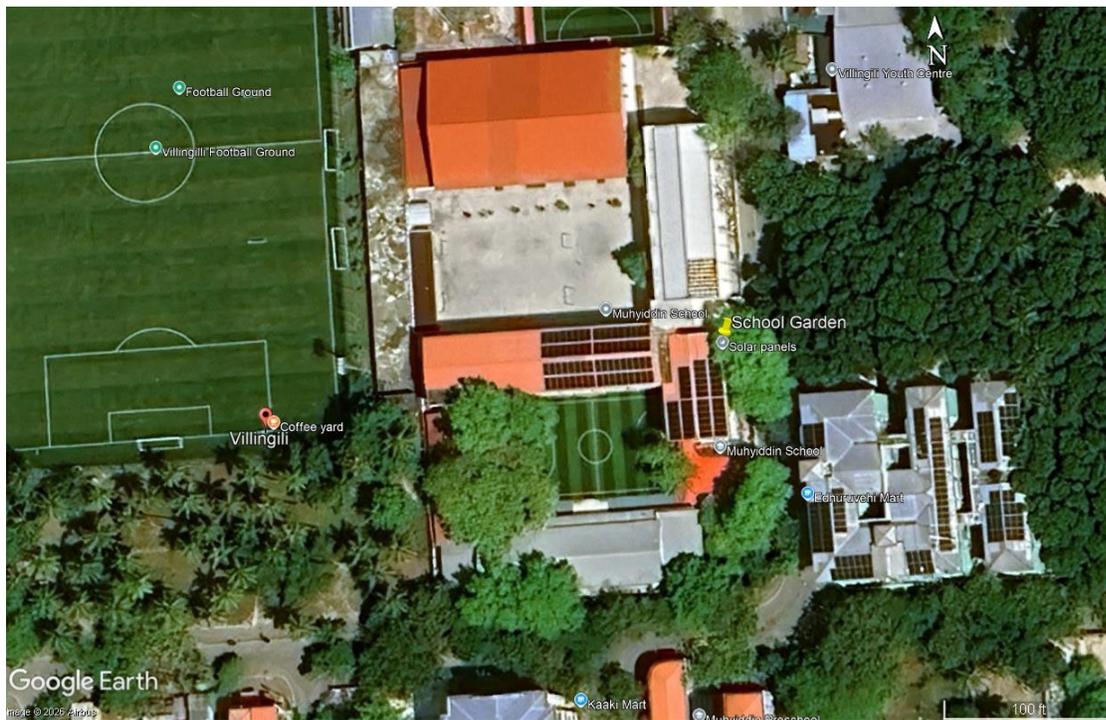
This design develops Muhyiddin School's urban garden plot with a focus on cultivating nutritionally rich crops through diverse growing methods, promoting sustainable urban agriculture, enhancing climate

resilience, and strengthening food security while providing students with comprehensive educational opportunities in modern and traditional farming techniques.

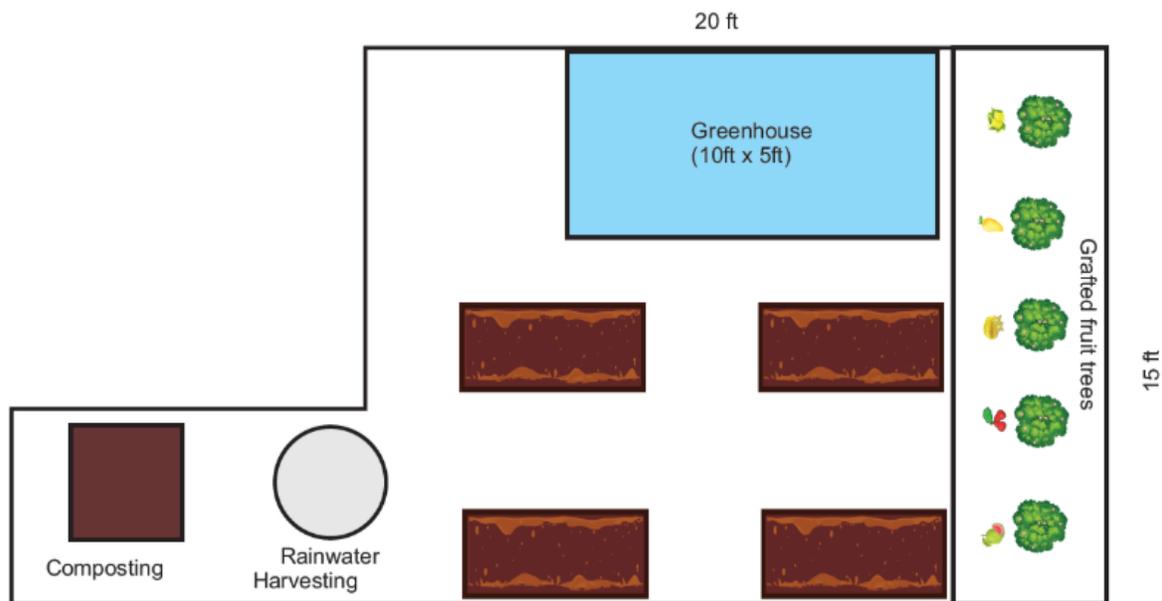
#### ***4.3.2 Design Focus***

The garden plot is designed to demonstrate multiple growing systems both soil-based and hydroponic for producing nutrient-dense crops, creating a educational resource that exposes students to various agricultural technologies while maximizing food production in limited space.

#### ***4.3.3 Location Map***



#### 4.3.4 Concept Drawing



#### 4.3.5 Main Components of the Garden

**Raised Bed System:** Multiple raised beds will be constructed for soil-based cultivation of nutritionally rich vegetables and crops. These beds provide controlled growing environments with improved drainage and soil quality, allowing for diverse crop rotation and year-round production of nutrient-dense vegetables, leafy greens, and other food crops that support the school's food security goals.

**Polyhouse with Vertical Hydroponic Towers:** A small polyhouse structure will be installed, equipped with vertical hydroponic tower systems. This climate controlled environment protects crops from weather extremes while the vertical towers maximize growing space by utilizing height rather than ground area. The hydroponic system will focus on producing high nutrient leafy greens, herbs, and other crops with efficient water usage and faster growth cycles compared to traditional methods.

**Nutritionally Rich Crop Production:** Both the raised beds and hydroponic systems will prioritize crops with high nutritional value, ensuring the garden contributes meaningfully to student health and food security. The combination of soil based and soilless growing methods demonstrates how different systems can complement each other to provide diverse, nutrient-rich food production throughout the year.

**Container Fruit Orchard:** Grafted fruit trees will be grown in large pots, providing flexibility in placement and management. Container cultivation allows for optimal positioning to maximize sunlight exposure and enables the school to grow fruit trees despite space constraints, contributing to long-term food security through perennial production.

**Composting:** Small scale composting will be carried out to turn garden waste and food scraps into natural compost. This compost will be used in the garden to improve soil health, reduce waste, and demonstrate sustainable practices to students.

**Drip Irrigation System:** An efficient drip irrigation system will be installed to service the raised beds and container fruit trees, delivering water directly to plant root zones. This water-efficient method minimizes evaporation and runoff while ensuring consistent moisture delivery, optimizing plant health and productivity.

**Rainwater Harvesting Integration:** The design incorporates a rainwater harvesting system that collects and stores rainwater for garden irrigation. The harvested water will be integrated with the drip irrigation system, providing a sustainable water source that reduces dependence on municipal supplies, lowers operational costs, and demonstrates sustainable resource management for climate-resilient urban agriculture.

#### ***4.1.6 Drawing and BOQ***

Refer to Attachment 2 for BoQ and Attachment 3 for drawings.

### **5. Environmental and Social Safeguards**

The contractor shall comply with all applicable environmental and social safeguard requirements of the project. The contractor shall implement the relevant provisions of the project Initial Environmental Examination, IEE, and Environmental Management Plan, EMP, as applicable to the scope of works. In addition, the contractor shall comply with the Environmental and Social Due Diligence Report, DDR, prepared for SP 3.2 and SP 3.3, linked below.

[DDR SP3.2 and SP3.3](#)

The contractor shall adhere to the Environmental and Safety Monitoring Checklist to be issued by the PMU for small scale works within school and public premises. The contractor shall designate a responsible site staff member to oversee compliance with safeguard and safety requirements, maintain completed monitoring checklists, and submit brief compliance reports to the PMU during the installation phase, including documentation of any incidents and corrective actions taken.

Non compliance with safeguard requirements may result in corrective instructions by the Employer and may affect certification of payments in accordance with contract provisions.

[Initial Environmental Examination – Ministry of Tourism and Environment](#)

### **6. Schedule**

The work should be completed within 3 months of award of contract. This includes completion of all civil works. The implementation schedule should be provided by the contractor within 01 week of award of contract.

Working hours should be after school hours. The contractor should coordinate with the school regarding working hours during the contract period.

## ATTACHMENT 2

### BILL OF QUANTITIES (BOQ)

#### 1. MUHYIDDIN SCHOOL

No	Item	Unit	Qty	Rate	Amount
	<p>Notes:</p> <p>1. All measurements shall be verified from site.</p> <p>2. All connections / construction details not shown in the drawing shall be submitted by the successful bidder for approval of Employer.</p> <p>3. All materials shall be submitted for approval.</p>				
<b>1</b>	<b>Raised beds</b>				
1.1	<p>Supply and installation of WPC raised beds as shown in the drawing.</p> <p>Bidder to submit shop drawings of the GI frame for approval.</p> <p><i>Rate shall include applying epoxy protective paint coating SIGMAPRIME200/SIGMACOVER456 (Brown color) OR EQUIVALENT on all surfaces of GI members.</i></p> <p><i>Rate shall include redoxide primer on all welded joints, primer and 2 top coats as specified by the paint supplier.</i></p> <p><i>Bidder may propose WPC alternatives for GI angle and GI sheet.</i></p>	Nos	4		
<b>2</b>	<b>Arch</b>				
2.1	<p>Supply and installation of GI arch as shown in the drawing.</p> <p><i>Rate shall include:</i></p> <ul style="list-style-type: none"> <li>- heavy duty polypropylene trellis netting</li> <li>- concrete footings</li> <li>- epoxy protective paint coating</li> </ul> <p><i>SIGMAPRIME200/SIGMACOVER456 (Brown color) OR EQUIVALENT on all exposed surfaces of GI pipes.</i></p> <ul style="list-style-type: none"> <li>- redoxide primer on all welded joints, primer and 2 top coats as specified by the paint supplier.</li> </ul>	Nos	2		

<b>3</b>	<b>Plumbing</b>				
3.1	<p>Supply and installation of HDPE water storage tank, 1500L capacity.</p> <p><i>-An overflow outlet and drainage outlet shall be installed.</i>  <i>-Rate shall include the tank stand, 5ft height clear height. Shop drawing shall be submitted for approval. Tank stand shall be designed in such a way that no personnel can access below the tank (sides of the stand shall be covered).</i>  <i>-All metal members used shall be GI members, painted with epoxy protective paint coating SIGMAPRIME200/SIGMACOVER456 (Brown color) OR EQUIVALENT.</i>  <i>-Rate shall include redoxide primer on all welded joints, primer and 2 top coats as specified by the paint supplier.</i></p>	LS	1		
<b>4</b>	<b>Greenhouse</b>				
4.1	<p>Construction of greenhouse structure as shown in the drawing.</p> <p><i>Rate shall include:</i>  <i>- all bolts, nuts, screws and all materials and works required.</i>  <i>- applying epoxy protective paint coating SIGMAPRIME200/SIGMACOVER456 (Brown color) OR EQUIVALENT on all surfaces of GI pipes.</i>  <i>- redoxide primer on all welded joints, primer and 2 top coats as specified by the paint supplier.</i>  <i>- concrete footing, including painting.</i>  <i>- supply and installation of a 900mm door</i></p>	LS	1		
4.2	<p>Supply and installation of polycarbonate roofing sheet (transparent).</p> <p><i>Rate shall include removal of existing shade net.</i>  <i>Rate shall include all necessary laps, fastening, fixtures, flashing and sealing of joints</i></p>	LS	1		

4.3	Supply and installation of insect-proof net on side walls including door.  <i>Rate shall include removal of existing shade net. Rate shall include all necessary laps, fastening, fixtures, and all works required.</i>	LS	1		
<b>5</b>	<b>Name boards</b>				
5.1	Supply and installation of project sign board, 2ft x 4ft.  <i>Rate shall include printing signboard on canvas, fixing on plywood and erecting the name board for display at project site.</i>	Nos	1		
5.2	Fabricate and install 150 x 300mm garden name boards on 5mm plastic sheet as per design specifications provided by client. All letters, logos and symbols used on the board should be acrylic painted.  <i>Plastic sheet shall be fixed on WPC panel frame, and name board fixed on a stand fabricated from WPC members.</i>	Nos	7		
5.3	Supply and install garden nameboard on engraved wooden plate, 2ft x 4ft as per design specifications provided by client.  <i>Rate shall include fixing the name board in the garden on a stand fabricated from WPC members.</i>	Nos	1		
				Sub-total	
				GST	
				TOTAL	

## 2. HIRIYAA SCHOOL

No	Item	Unit	Qty	Rate	Amount
	<p>Notes:</p> <p>1. All measurements shall be verified from site.</p> <p>2. All connections / construction details not shown in the drawing shall be submitted by the successful bidder for approval of Employer.</p> <p>3. All materials shall be submitted for approval.</p>				
<b>1</b>	<b>Raised beds</b>				
1.1	<p>Supply and installation of GI RHS A-frame as shown in the drawing.</p> <p><i>Rate shall include applying epoxy protective paint coating SIGMAPRIME200/SIGMACOVER456 (Brown color) OR EQUIVALENT on all surfaces of GI pipes.</i></p> <p><i>Rate shall include redoxide primer on all welded joints, primer and 2 top coats as specified by the paint supplier.</i></p> <p><i>Rate shall include heavy duty polypropylene trellis netting and all materials and works required.</i></p>	Nos	6		
1.2	<p>Painting all existing masonry walls</p> <p>Emulsion paint coating: one primer coat and two top coat. Wall paint color: Offwhite (to be approved by Client)</p> <p><i>Rate shall include removing all existing paint that has scaled off, preparing the masonry wall surface for new paint. Rate shall also include removing existing soil in the raised beds to prepare the masonry surface.</i></p>	LS	1		
<b>2</b>	<b>Refurbishment of existing greenhouse</b>				
2.1	<p>Supply and installation of GI pipes for roof frame as shown in the drawing.</p> <p><i>Rate shall include all bolts, nuts, screws and all materials and works required.</i></p> <p><i>Rate shall include applying epoxy protective paint coating SIGMAPRIME200/SIGMACOVER456 (Brown color) OR EQUIVALENT on all surfaces of GI pipes.</i></p> <p><i>Rate shall include redoxide primer on all welded joints, primer and 2 top coats as specified by the paint supplier.</i></p>	m	18		

2.2	Supply and installation of polycarbonate roofing sheet (transparent), 6mm thickness.  <i>Rate shall include removal of existing shade net. Rate shall include all necessary laps, fastening, fixtures, flashing and sealing of joints</i>	LS	1		
2.3	Supply and installation of insect-proof net on side walls including door.  <i>Rate shall include removal of existing shade net. Rate shall include all necessary laps, fastening, fixtures, and all works required.</i>	LS	1		
2.4	Painting all existing GI members with epoxy protective paint coating SIGMAPRIME200/SIGMACOVER456 (Brown color) OR EQUIVALENT on all surfaces of GI pipes.  <i>Rate shall include redoxide primer on all welded joints, primer and 2 top coats as specified by the paint supplier.</i>	LS	1		
2.5	Painting all existing masonry walls  Emulsion paint coating: one primer coat and two top coat. Wall paint color: Offwhite (to be approved by Client)  <i>Rate shall include removing all existing paint that has scaled off, preparing the masonry wall surface for new paint.</i>	LS	1		
<b>3</b>	<b>Plumbing</b>				
3.1	Supply and installation of water pump at rainwater storage tank to pump rainwater to the terrace  <i>Pump shall be sized accordingly to pump rainwater from the storage tanks to the terrace.</i>	LS	1		
3.2	Supply and installation of high pressure PVC pipes from existing rainwater tanks (at ground floor) to terrace (4th floor)  <i>Rate shall include all fittings, connections, and all works required.</i>	LS	1		
3.3	Supply and installation of two water taps at the terrace, with two nos of 10m length flexible hose.  <i>Rate shall include all fittings, connections, and all works required.</i>	Nos	2		
<b>4</b>	<b>Existing perimeter wall</b>				

4.1	<p>Painting the existing perimeter wall.</p> <p>Emulsion paint coating: one primer coat and two top coat. Wall paint color: Offwhite (to be approved by Client)</p> <p><i>Rate shall include removing all existing paint that has scaled off, preparing the masonry wall surface for new paint</i></p> <p><i>Rate shall include removal of existing shade net fixed to the masonry wall.</i></p>	LS	1		
<b>5</b>	<b>Existing steps</b>				
5.1	<p>Repair the last two steps of the existing concrete steps. Shop drawing shall be submitted for approval.</p> <p><i>Rate shall include all concrete materials and repair chemicals.</i></p>	LS	1		
<b>6</b>	<b>Name boards</b>				
6.1	<p>Supply and installation of project sign board, 2ft x 4ft.</p> <p><i>Rate shall include printing signboard on canvas, fixing on plywood and erecting the name board for display at project site.</i></p>	Nos	1		
6.2	<p>Fabricate and install 150 x 300mm garden name boards on 5mm plastic sheet as per design specifications provided by client. All letters, logos and symbols used on the board should be acrylic painted.</p> <p><i>Plastic sheet shall be fixed on WPC panel frame, and name board fixed on a stand fabricated from WPC members.</i></p>	Nos	5		
6.3	<p>Supply and install garden nameboard on engraved wooden plate, 2ft x 4ft as per design specifications provided by client.</p> <p><i>Rate shall include fixing the name board in the garden on a stand fabricated from WPC members.</i></p>	Nos	1		
				Sub-total	
				GST	
				TOTAL	

### 3. GHAAZEE SCHOOL

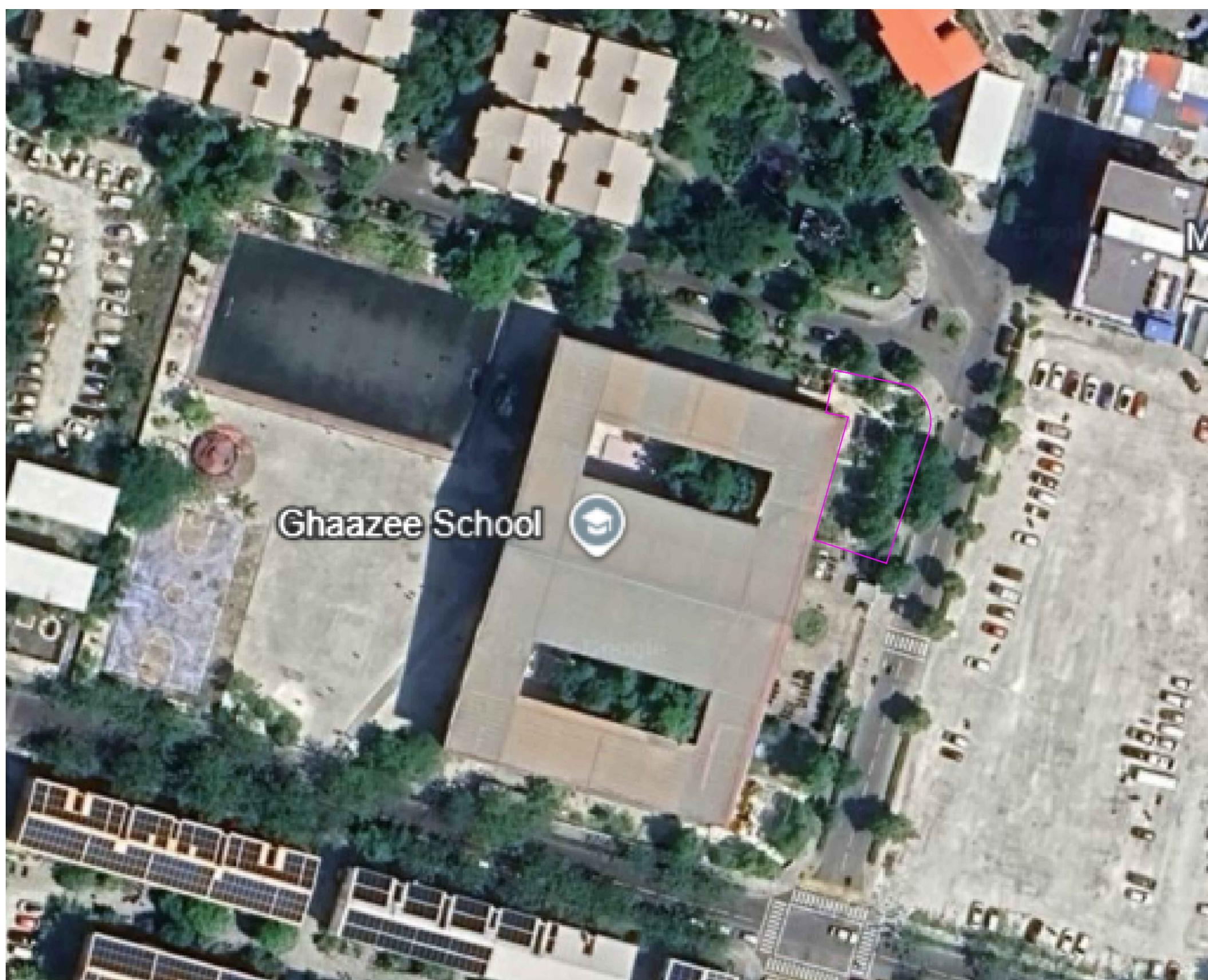
No	Item	Unit	Qty	Rate	Amount
	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. All measurements shall be verified from site.</li> <li>2. All connections / construction details not shown in the drawing shall be submitted by the successful bidder for approval of Employer.</li> <li>3. All materials shall be submitted for approval.</li> <li>4. All concrete surfaces in contact with the ground shall be painted with bituminous painting</li> </ol>				
<b>1</b>	<b>Raised beds</b>				
1.1	<p>Supply and installation of WPC raised beds as shown in the drawing.</p> <p><i>Rate shall include applying epoxy protective paint coating SIGMAPRIME200/SIGMACOVER456 (Brown color) OR EQUIVALENT on all surfaces of GI members.</i></p> <p><i>Rate shall include redoxide primer on all welded joints, primer and 2 top coats as specified by the paint supplier.</i></p> <p><i>Bidder may propose WPC alternatives for GI angle and GI sheet.</i></p>	Nos	4		
<b>2</b>	<b>Arch</b>				
2.1	<p>Supply and installation of GI arch for the existing bench as shown in the drawing.</p> <p><i>Rate shall include:</i></p> <ul style="list-style-type: none"> <li>- heavy duty polypropylene trellis netting</li> <li>- concrete footings</li> <li>- epoxy protective paint coating SIGMAPRIME200/SIGMACOVER456 (Brown color) OR EQUIVALENT on all exposed surfaces of GI pipes.</li> <li>- redoxide primer on all welded joints, primer and 2 top coats as specified by the paint supplier.</li> </ul>	Nos	1		
2.2	<p>Supply and installation of GI arch for the entrance walkway as shown in the drawing.</p> <p><i>Rate shall include:</i></p> <ul style="list-style-type: none"> <li>- heavy duty polypropylene trellis netting</li> <li>- concrete footings</li> <li>- epoxy protective paint coating SIGMAPRIME200/SIGMACOVER456 (Brown color) OR EQUIVALENT on all exposed surfaces of GI pipes.</li> <li>- redoxide primer on all welded joints, primer and 2 top coats as specified by the paint supplier.</li> </ul>	Nos	1		
<b>3</b>	<b>A-frame</b>				

3.1	Supply and installation of WPC A-frame as shown in the drawing.  <i>Rate shall include all concrete footings, bolts, nuts, screws, heavy duty polypropylene trellis netting and all materials and works required.</i>	Nos	2		
<b>4</b>	<b>Hut</b>				
4.1	Supply of bench type B1 as shown in the drawing.  <i>Rate shall include all concrete bolts, nuts, screws and all materials and works required. Rate shall include applying epoxy protective paint coating SIGMAPRIME200/SIGMACOVER456 (Brown color) OR EQUIVALENT on all surfaces of GI RHS. Rate shall include redoxide primer on all welded joints, primer and 2 top coats as specified by the paint supplier.  Bidder may propose WPC alternatives for GI RHS.</i>	Nos	2		
4.2	Supply of bench type B2 as shown in the drawing.  <i>Rate shall include all concrete bolts, nuts, screws and all materials and works required. Rate shall include applying epoxy protective paint coating SIGMAPRIME200/SIGMACOVER456 (Brown color) OR EQUIVALENT on all surfaces of GI RHS. Rate shall include redoxide primer on all welded joints, primer and 2 top coats as specified by the paint supplier.  Bidder may propose WPC alternatives for GI RHS.</i>	Nos	4		
4.3	Supply of counter as shown in the drawing.  <i>Counter shall be fabricated with 18mm thick blockboard (wood design). Lockable, louvered sliding doors on both sides of the counter.  Rate shall include bolts, nuts, screws and all materials and works required.</i>	Nos	1		
4.4	Supply and installation of pre-painted galvanized steel roofing sheet (green color)  <i>Rate shall include removal of existing plywood roofing, and installation of plywood, rockwool insulation and roofing sheets as per the drawing.</i>	Nos	1		

	<i>Rate shall include all necessary laps, fastening, fixtures, flashing and sealing of joints</i>				
4.5	Supply and installation of weatherproof power sockets for proposed equipment inside the counter.  <i>Rate shall include cabling works from the nearest power point at school notice board near main entrance gate</i>	Nos	2		
4.6	Supply and installation of ceiling fan, 24" (600mm)  <i>Rate shall include cabling works from the nearest power point at school notice board near main entrance gate</i>	Nos	2		
<b>5</b>	<b>Plumbing</b>				
5.1	Supply and installation of wash basin as shown in the drawing  <i>Rate shall include connection of RO water (from the school's existing water connection) and drainage to the wash basin</i>	Nos	1		
5.2	Supply and installation of water pump at rainwater storage tank to pump rainwater to the gardens  <i>Pump shall be sized accordingly to pump rainwater from the storage tanks to the gardens. Rate shall include supply and installation of weatherproof power socket required for the pump, including cabling works from the nearest power point.</i>	LS	1		
5.3	Water piping connection (high pressure PVC pipe) from water pump to proposed overhead water storage tank  <i>Rate shall include excavation and filling, cutting of any concrete screed, and all works required.</i>	m	70		
<b>6</b>	<b>Ramp</b>				
6.1	Construction of wheelchair accessible concrete ramp, 1200mm x 1200mm, for hut entrance.  <i>Shop drawing shall be submitted for approval.</i>	LS	1		
<b>7</b>	<b>Name boards</b>				

7.1	Supply and installation of project sign board, 2ft x 4ft.  <i>Rate shall include printing signboard on canvas, fixing on plywood and erecting the name board for display at project site.</i>	Nos	1		
7.2	Fabricate and install 150 x 300mm garden name boards on 5mm plastic sheet as per design specifications provided by client. All letters, logos and symbols used on the board should be acrylic painted.  <i>Plastic sheet shall be fixed on WPC panel frame, and name board fixed on a stand fabricated from WPC members.</i>	Nos	15		
7.3	Supply and install garden nameboard on engraved wooden plate, 2ft x 4ft as per design specifications provided by client.  <i>Rate shall include fixing the name board in the garden on a stand fabricated from WPC members.</i>	Nos	1		
				Sub-total	
				GST	
				TOTAL	

**ATTACHMENT 3 - DRAWINGS**



Ghaazee School



PREPARED BY

PROJECT

DESIGN BY

AMENDMENTS

GARDEN PROJECT  
GHAAZEE SCHOOL GARDEN

MA

TITLE  
LOCATION PLAN

STRUCTURE BY  
MA

CLIENT DEPARTMENT  
CLIMATE CHANGE DEPARTMENT

DRAWN BY  
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PAPER SIZE A3  
PAGE NO. 01A

SCALE 1:150  
DWG NO. GHZ-A1-01A  
DATE 02.02.2026



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## GHAAZEE SCHOOL GARDEN PROJECT

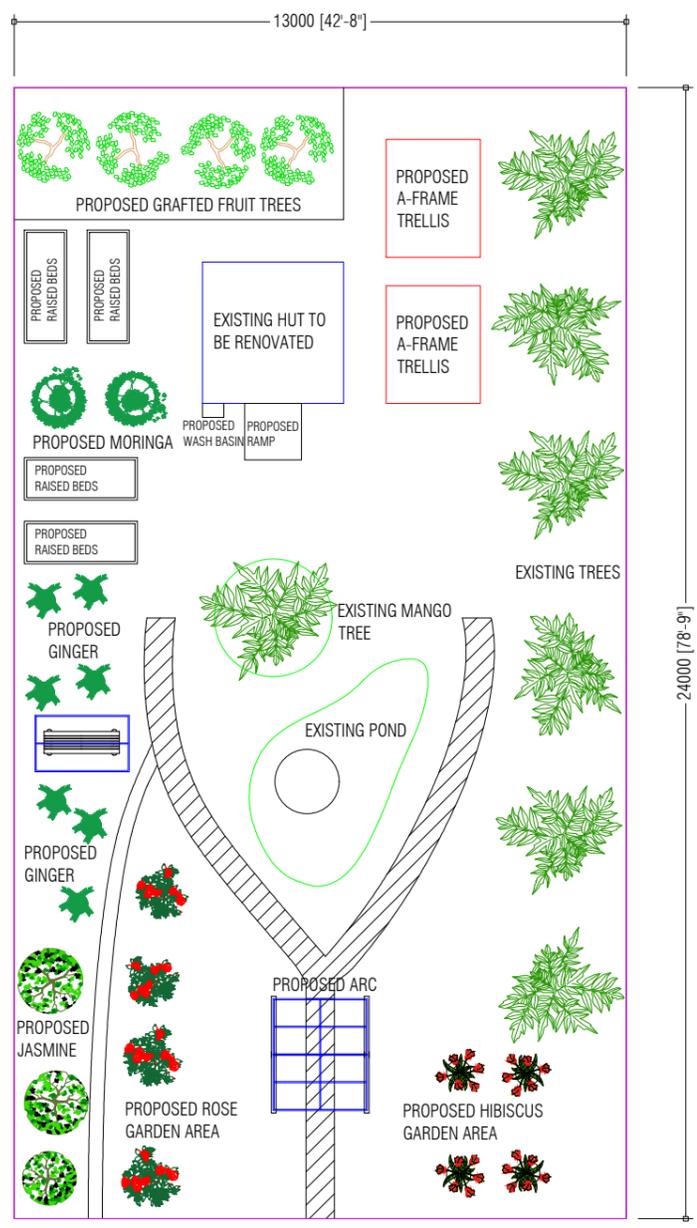
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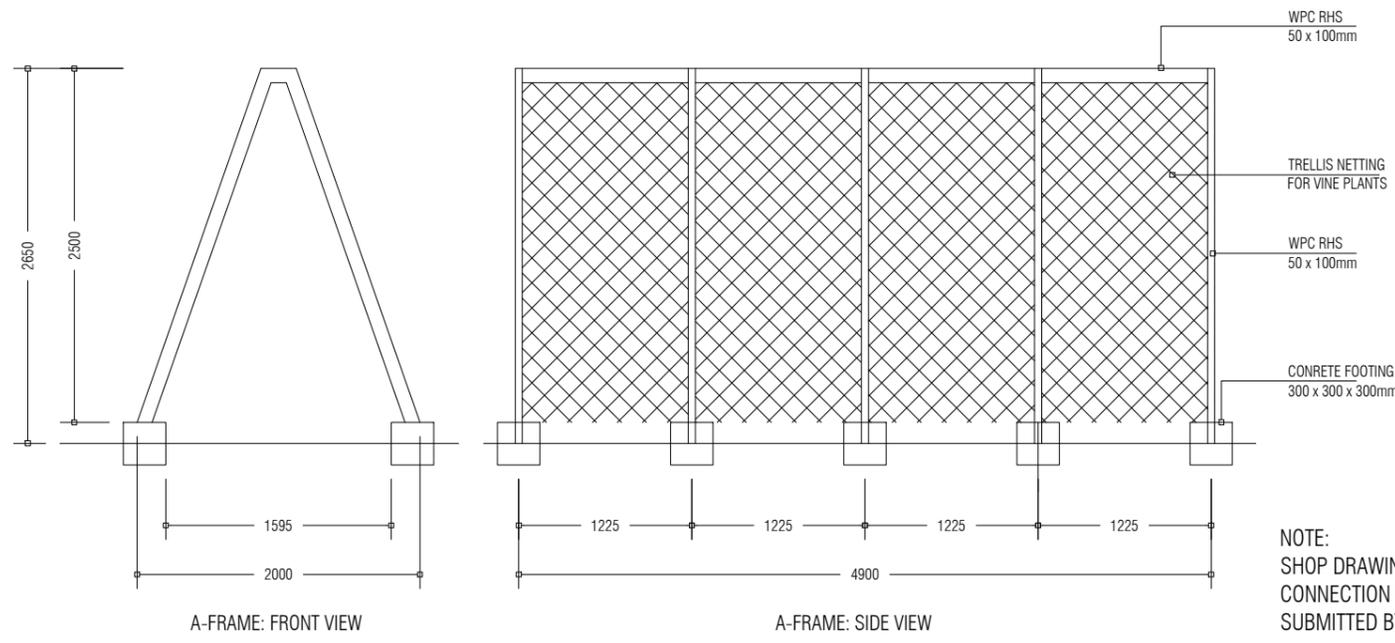
MINISTRY OF TOURISM AND ENVIRONMENT

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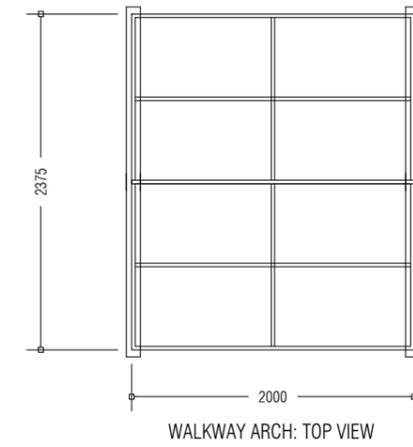
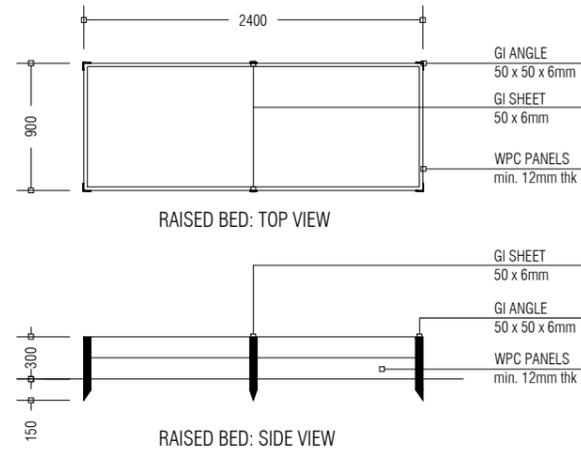
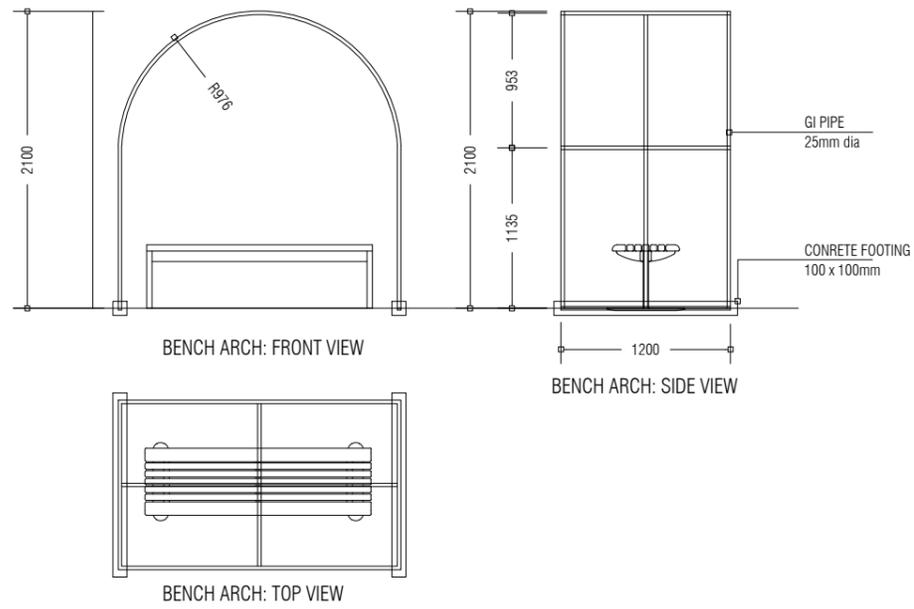
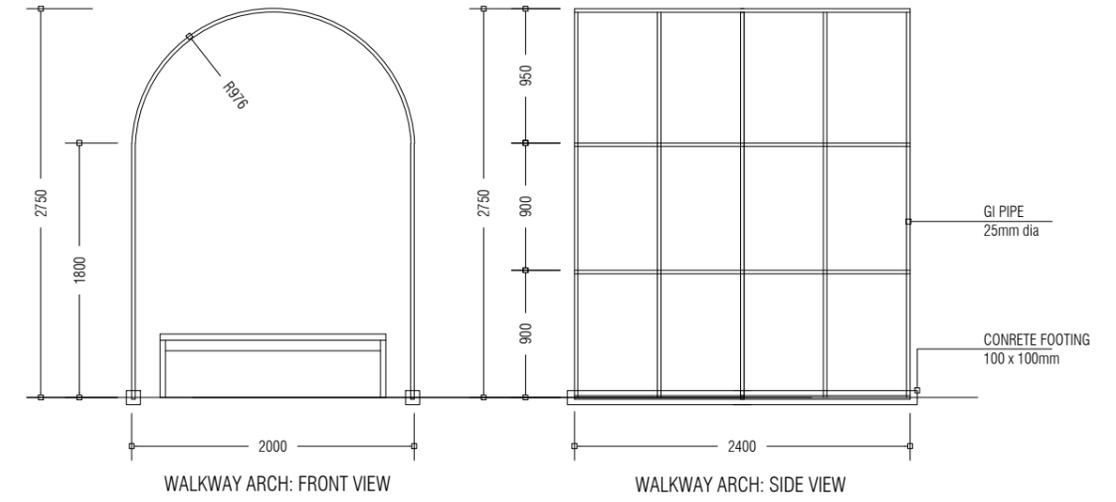
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	CLIENT DEPARTMENT CLIMATE CHANGE DEPARTMENT	DRAWN BY MA	
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	PAGE NO. 01	DWG NO. GHZ-A1-01(R)	
		DATE 29.03.2026	



NOTE:  
SHOP DRAWINGS OF ALL  
CONNECTION DETAILS TO BE  
SUBMITTED BY BIDDER



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GHAAZEE SCHOOL GARDEN

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TITLE  
FLOOR PLAN

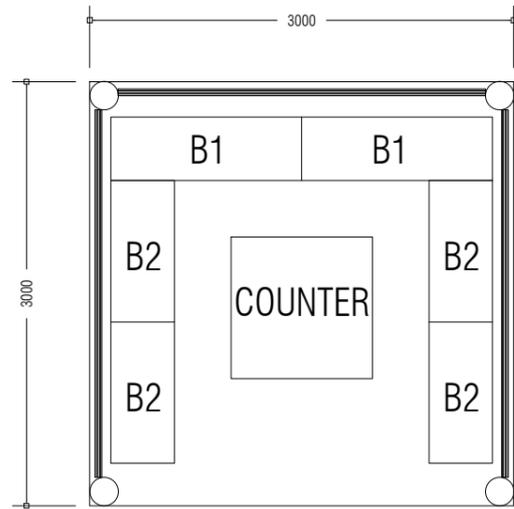
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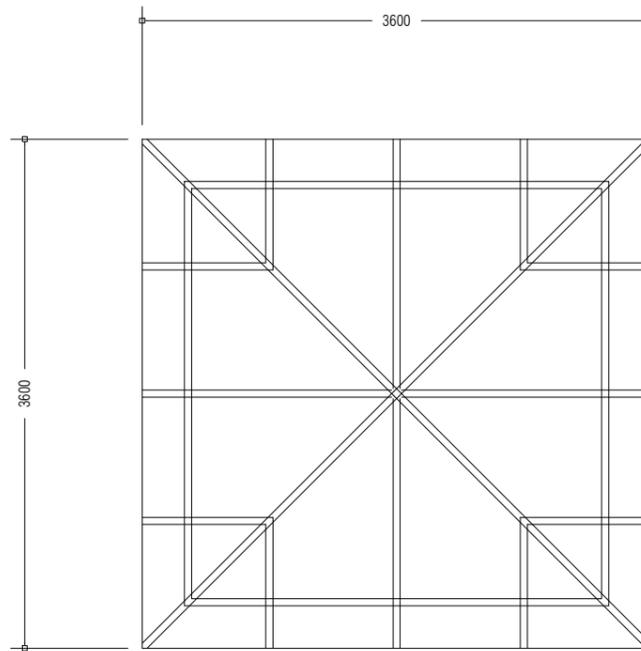
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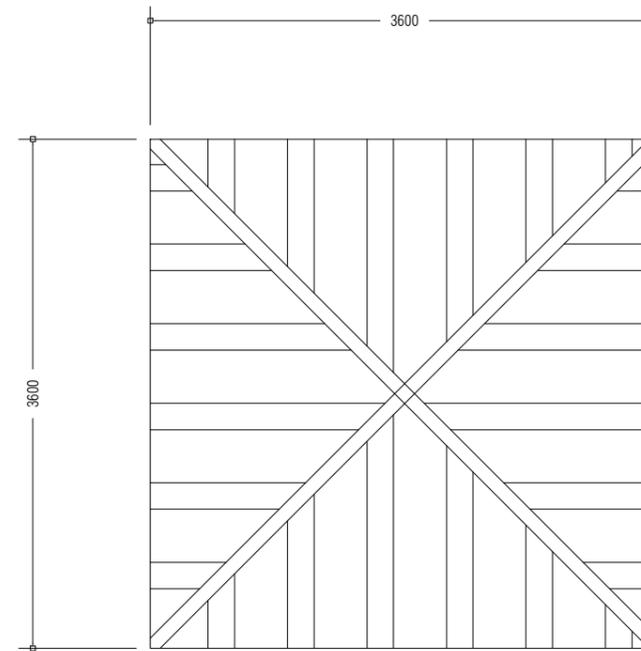
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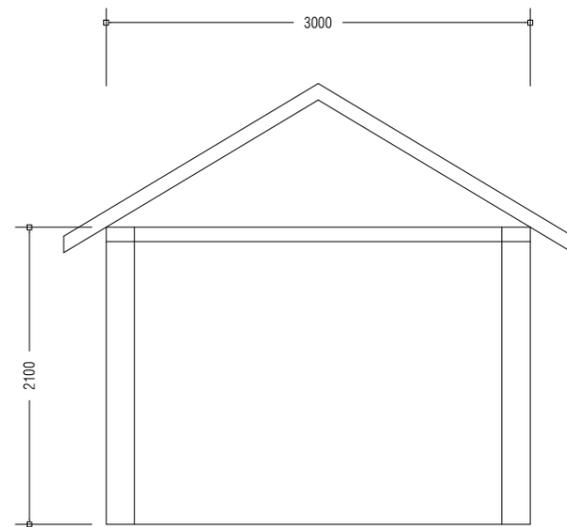
HUT: PLAN



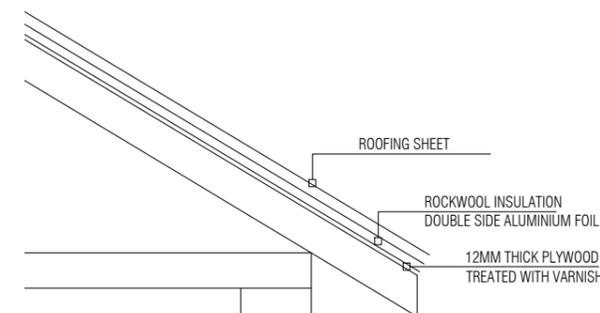
HUT: ROOF STRUCTURE PLAN



HUT: ROOF PLAN



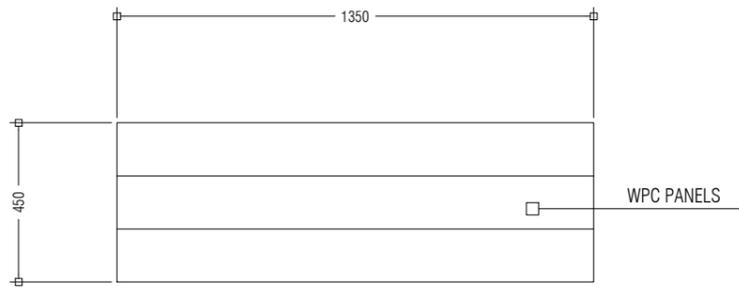
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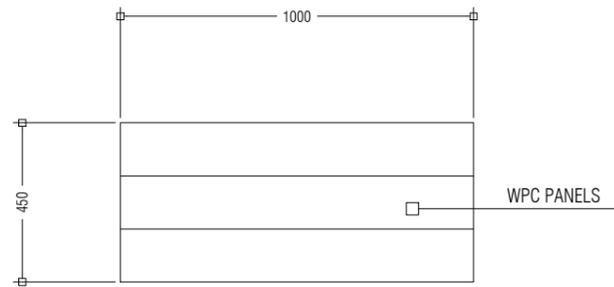
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NOTE:  
ALL DIMENSIONS TO BE  
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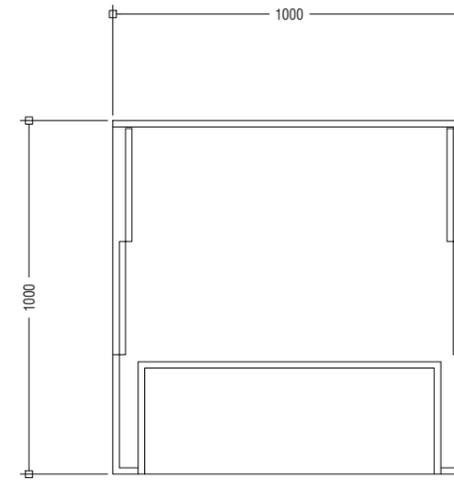
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	TITLE HUT RENOVATION DETAILS	STRUCTURE BY MA	
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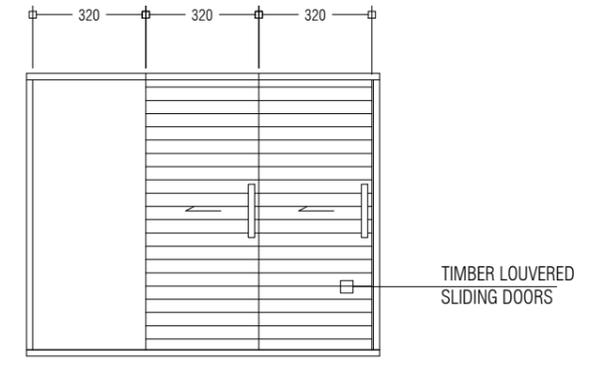
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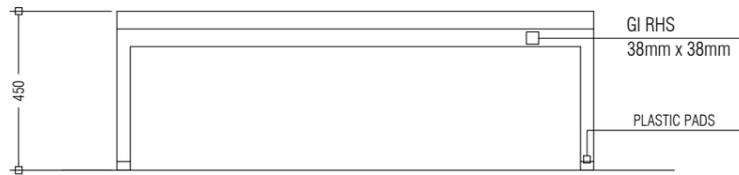
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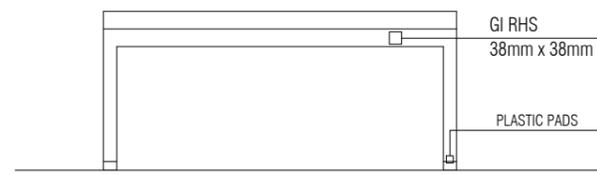
COUNTER TABLE: PLAN SECTION



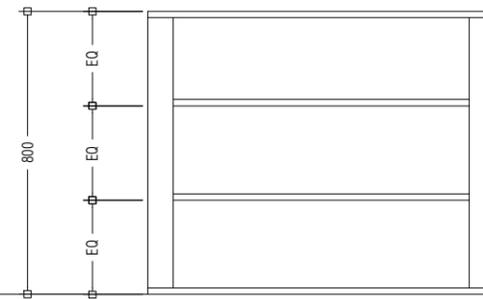
COUNTER TABLE: SIDE VIEW 1



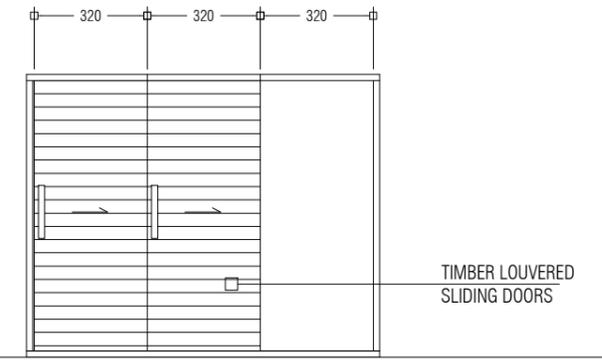
BENCH B1: FRONT VIEW



BENCH B2: FRONT VIEW



COUNTER TABLE: FRONT VIEW



COUNTER TABLE: SIDE VIEW 2

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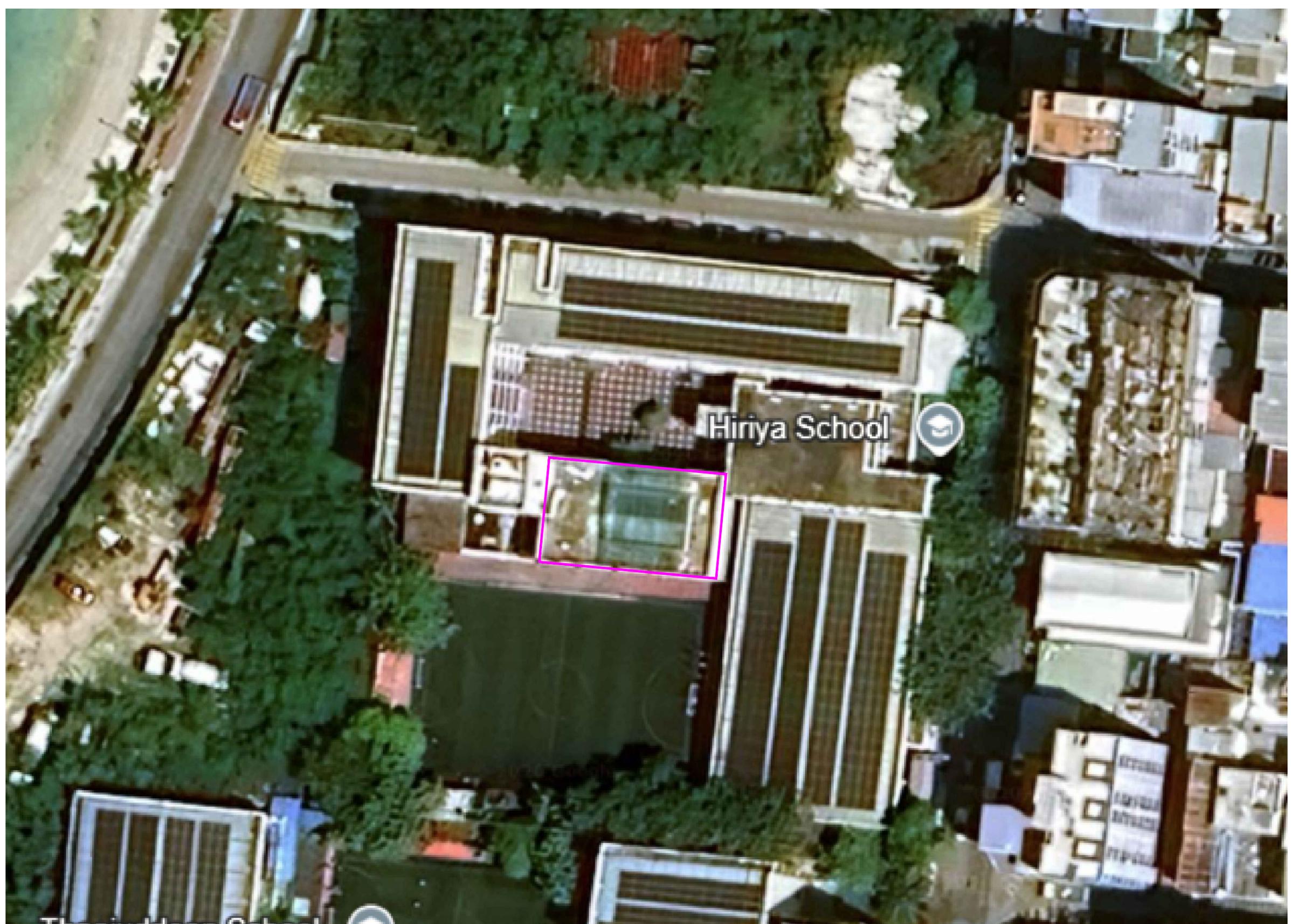
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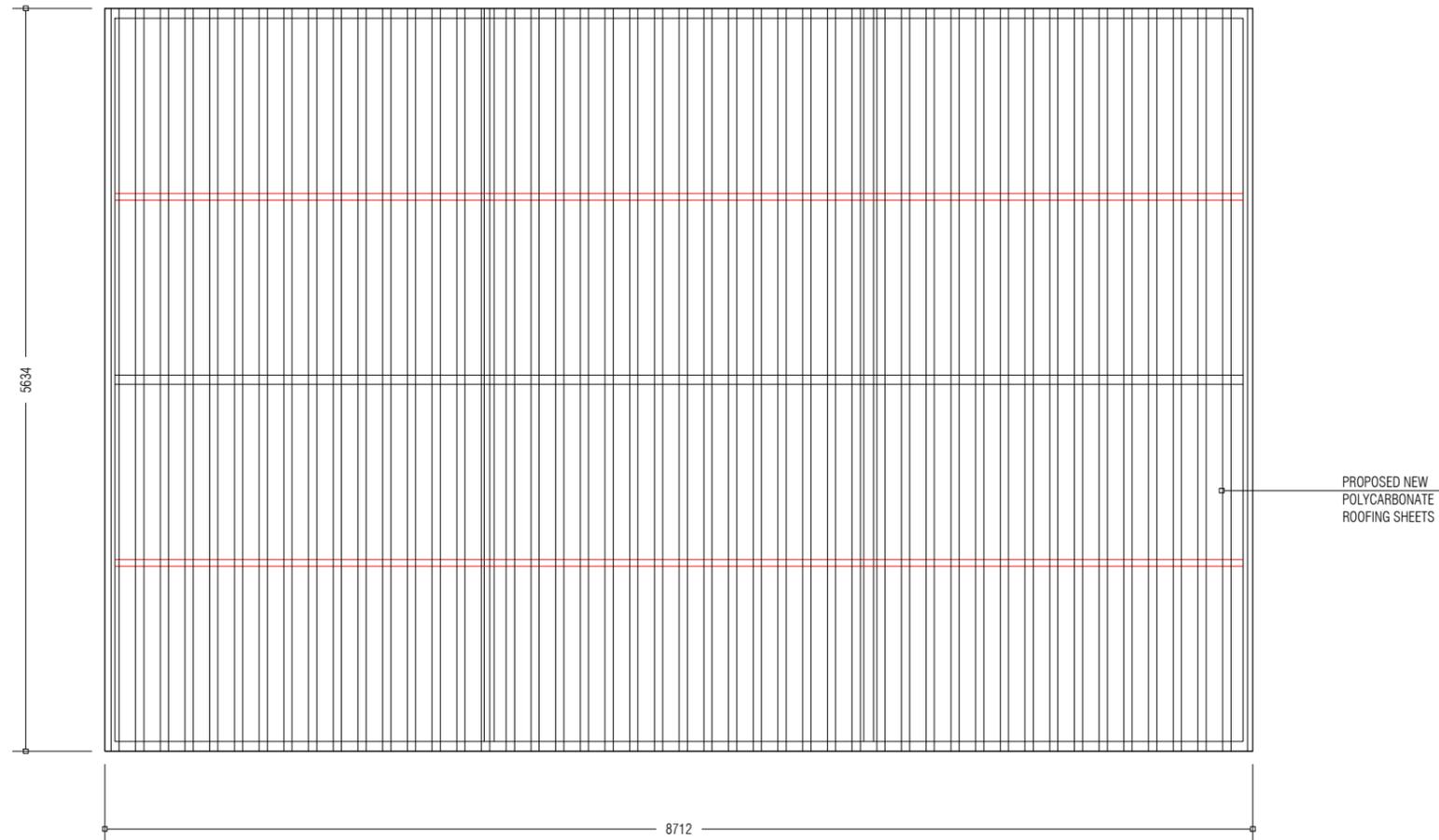
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PROPOSED NEW  
POLYCARBONATE  
ROOFING SHEETS

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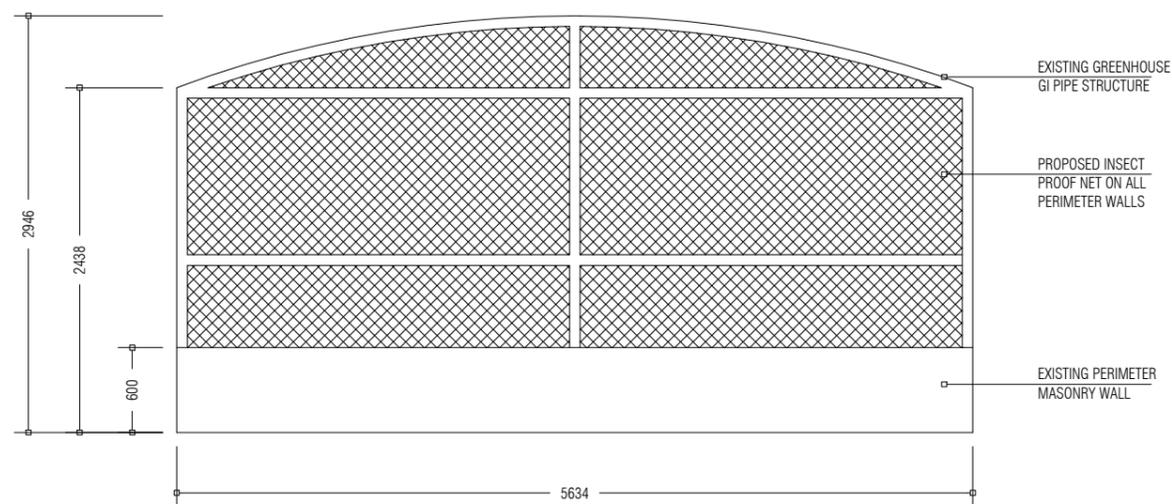
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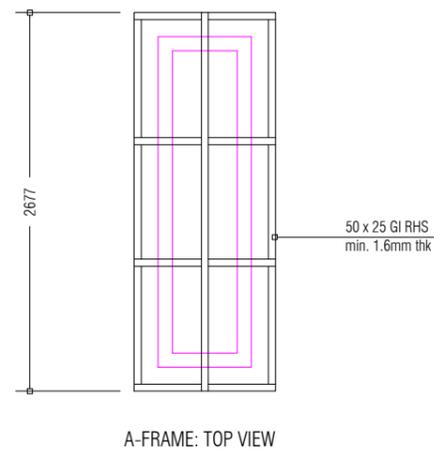
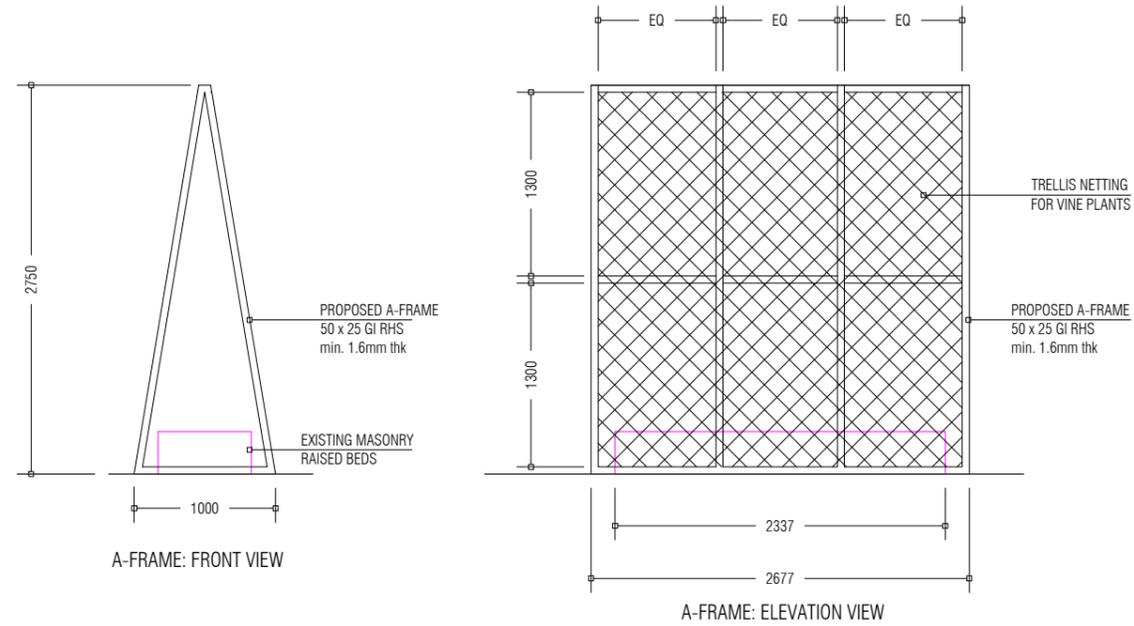
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GARDEN PROJECT  
HIRIYAA SCHOOL TERRACE

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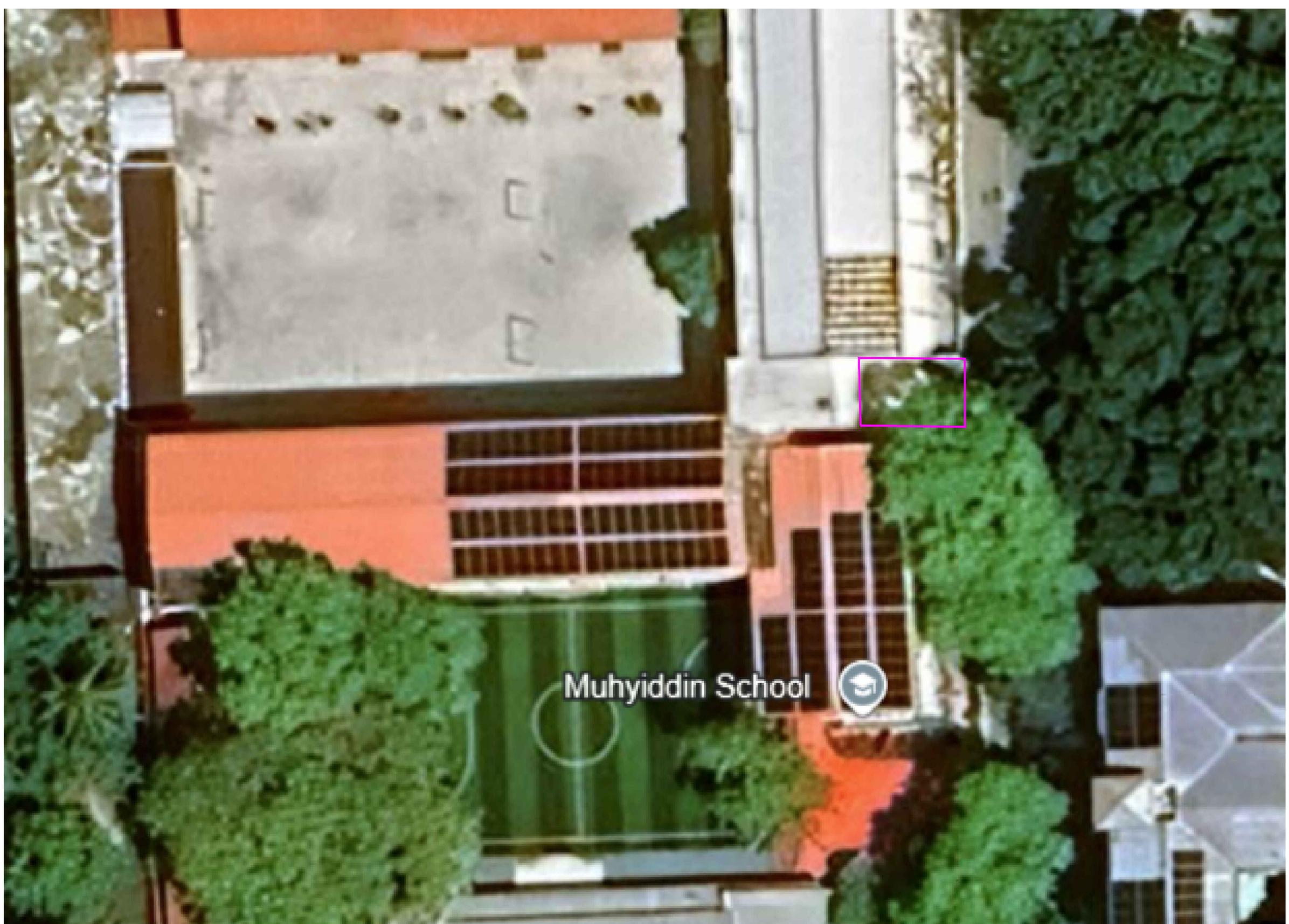
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Muhyiddin School



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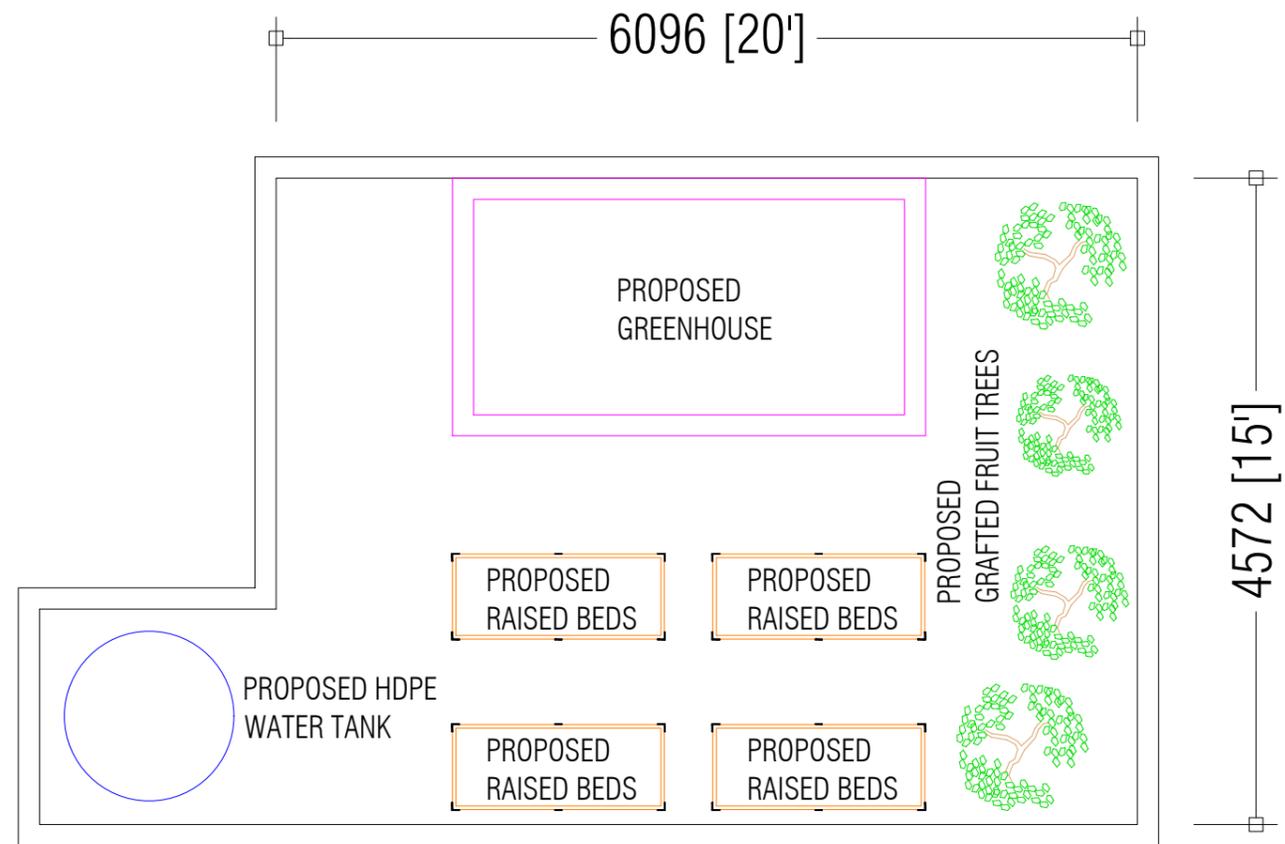
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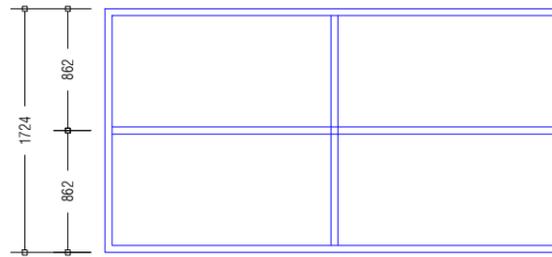
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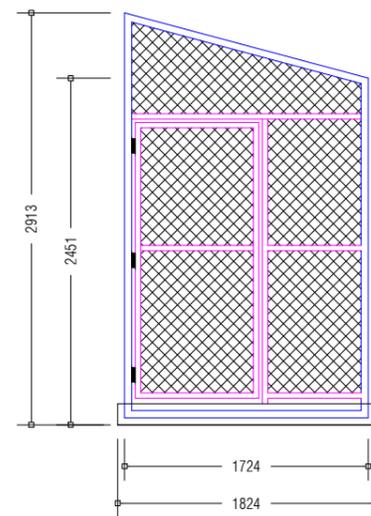
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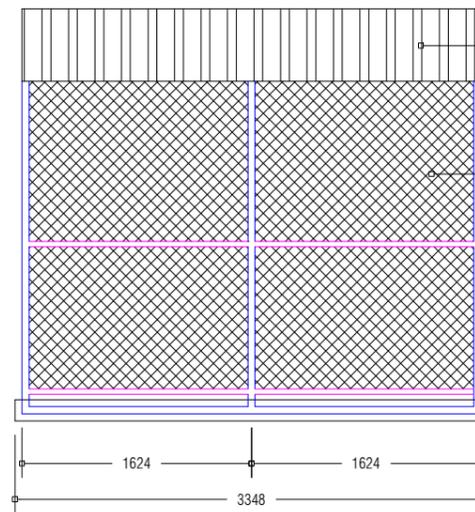
DATE 19.02.2026



ROOF FRAME



SIDE ELEVATION



FRONT ELEVATION

POLYCARBONATE ROOFING SHEETS

INSECT PROOF NET ON ALL PERIMETER WALLS

38MM GI PIPE

50MM GI PIPE

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DESIGN BY

AMENDMENTS

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MUHYIDDIN SCHOOL GARDEN

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TITLE  
GREENHOUSE DETAILS

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CLIMATE CHANGE DEPARTMENT

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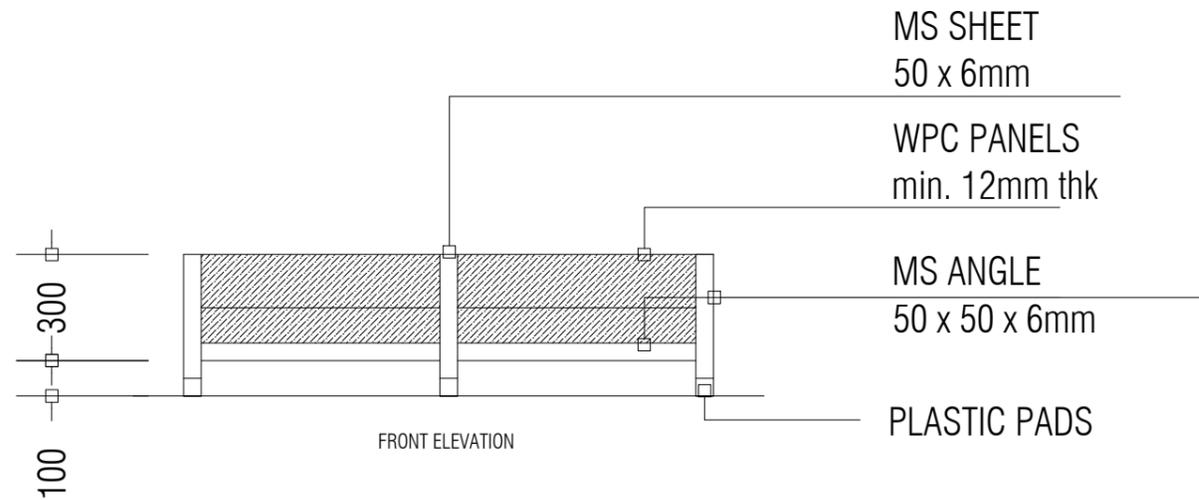
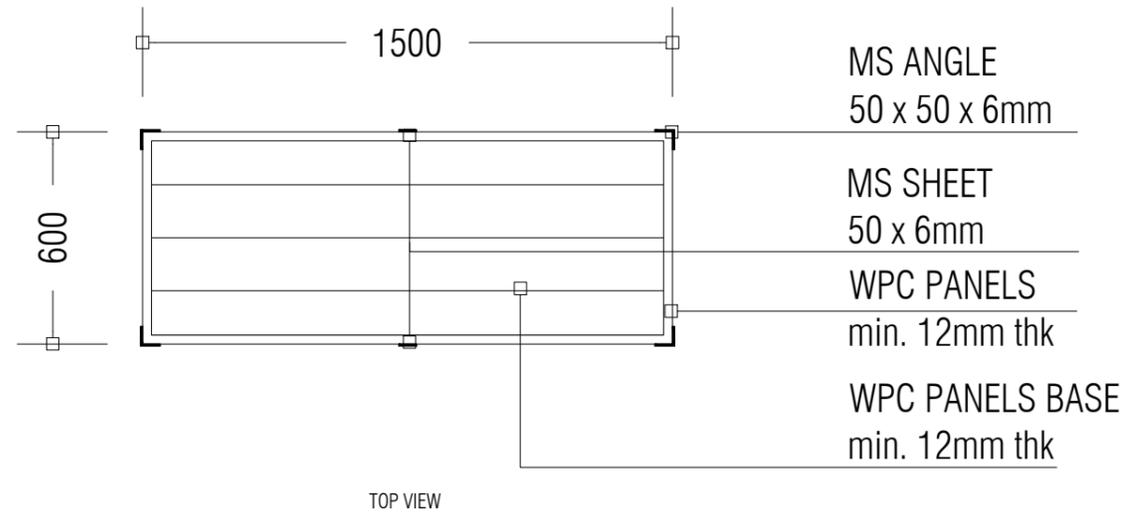
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DATE 19.02.2026



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MUHYIDDIN SCHOOL GARDEN

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TITLE  
RAISED BEDS DETAILS

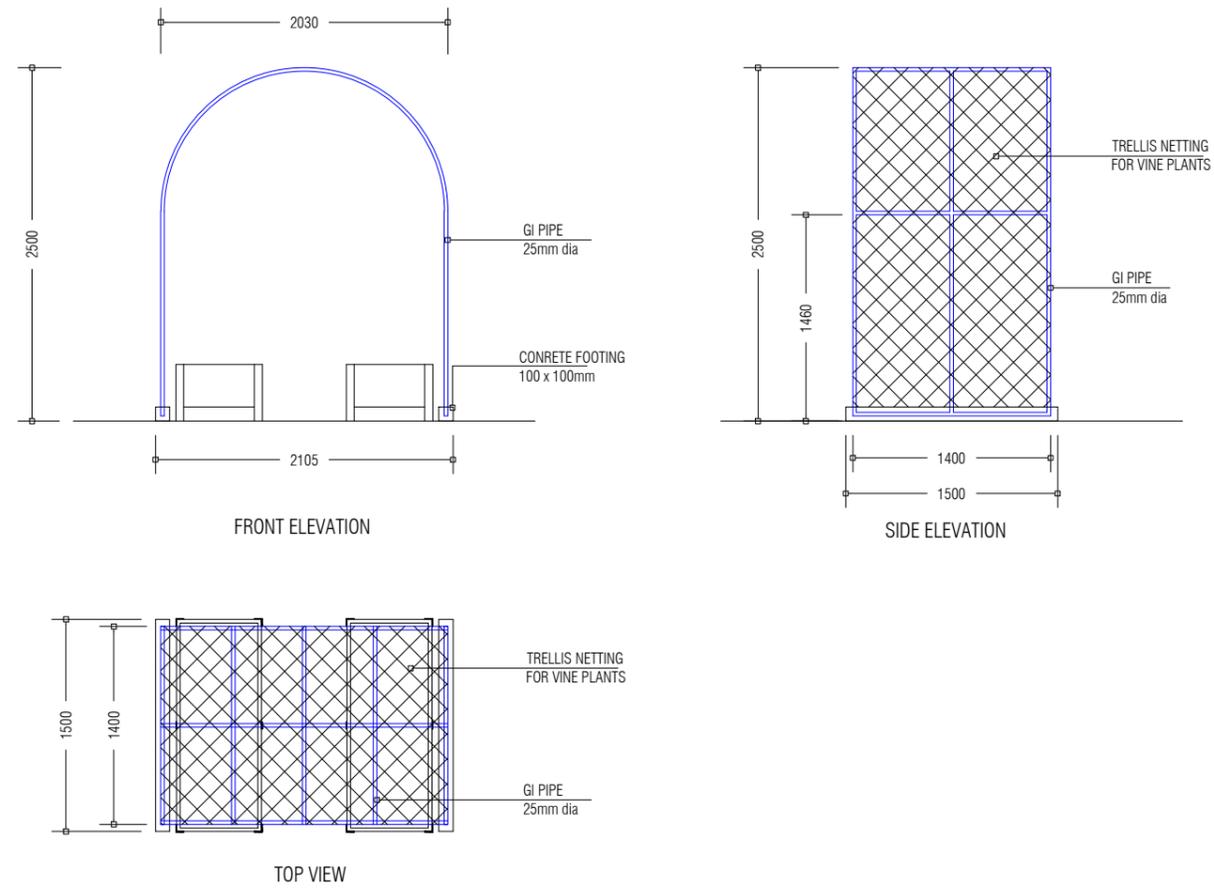
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PAGE NO. 03

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DWG NO. MUH-A1-03  
DATE 19.02.2026



FRONT ELEVATION

SIDE ELEVATION

TOP VIEW

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AMENDMENTS

GARDEN PROJECT  
MUHYIDDIN SCHOOL GARDEN

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TITLE  
RAISED BEDS DETAILS

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SCALE 1:50

PAGE NO. 04

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DATE 19.02.2026

## FORM OF QUOTATION (Works)

\_\_\_\_\_ [Date]

To: \_\_\_\_\_ [Employer's Name]

\_\_\_\_\_ [Employer's Address]

We, having examined the **Request for Quotation** and its attached documents, offer to execute the \_\_\_\_\_ [name and number of Contract] in accordance with the **Contract Terms and Conditions** and the priced **Activity Schedule** accompanying this Quotation for the Contract Price of \_\_\_\_\_ [amount in words] \_\_\_\_\_ [amount in numbers] in [name of currency] \_\_\_\_\_. We propose to complete the Works described in the Contract within a period of \_\_\_\_\_ months from the Date of Signing of the Contract.

This Quotation and your acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer required by the proposal documents.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation; (c) are not owned by the Employer; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Contractor : \_\_\_\_\_  
Authorized Signature : \_\_\_\_\_  
Name of Signatory : \_\_\_\_\_  
Title of Signatory : \_\_\_\_\_  
Address : \_\_\_\_\_  
Phone Number : \_\_\_\_\_  
Fax Number, if any : \_\_\_\_\_  
Email address (optional): \_\_\_\_\_

## ACCEPTANCE

The Employer accepts the Contractor's offer to undertake the Works. Execution of the Works shall commence no later than the Start Date specified in the Contract. [At the option of the Employer, add: Please provide a Performance Security for the due performance of the Works, within 15 days of receipt of this returned **Form of Quotation**, in the amount equivalent to 10% of the Contract Price.]

Name of Employer : \_\_\_\_\_  
Authorized Signature : \_\_\_\_\_  
Name of Signatory : \_\_\_\_\_  
Title of Signatory : \_\_\_\_\_

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

Name of Signatory : \_\_\_\_\_

Title of Signatory : \_\_\_\_\_

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

# CONTRACT

Name of Country: **Maldives**

**Project Name: Enhancing Climate Resilience and Food Security Project**

Name of Contract: \_\_\_\_\_

Contract Number \_\_\_\_\_

This Contract is entered into this \_\_\_[date]\_\_\_ day of \_\_\_[month],\_ [year]\_\_\_ between \_\_\_[name of Employer]\_\_\_ on the one part (hereinafter called the Employer) and \_\_\_[name of Contractor]\_\_\_ (hereinafter called the Contractor) on the other part.

Whereas the Employer has called for quotations for \_\_\_\_\_[name and identification number of the contract]\_\_\_ and the Contractor has submitted a quotation for the above work and the Employer has accepted the Contractor's Quotation dated \_\_\_\_\_ for the execution and completion of such works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
  - a. Form of Quotation, with Specifications, Activity Schedule and Drawings; and
  - b. Contract Terms and Conditions;
2. Taking into account payments to be made by the Employer to the Contractor as provided herein, the Contractor hereby enters into this **Contract** with the Employer to execute the works fully described in the **Request for Quotation** documents with the scope itemized in the **Activity Schedule**, and in a professional workmanship in accordance with the **Contract Terms and Conditions**, all of which documents constitute integral parts of this **Contract**.
3. The Employer agrees to pay the Contractor, in consideration of the execution and completion of the Works and remedying defects therein, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.
4. The **Start Date** of the execution of Works shall be no later than \_\_\_\_\_.

In witness whereof the parties thereto have caused this Contract to be executed under the laws of \_\_\_\_\_ (country of Employer) on the date indicated above.

<b>Signature and seal of the Employer:</b> FOR AND BEHALF OF  _____ Name of Authorized Representative	<b>Signature and seal of the Contractor:</b> FOR AND BEHALF OF  _____ Name of Authorized Representative
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# CONTRACT TERMS AND CONDITIONS

Project Name: \_\_\_\_\_ Employer: \_\_\_\_\_

Contract No. \_\_\_\_\_

## 1. Definitions

1.1 The words and expressions defined shall have the following meanings assigned to them.

- (a) The **Activity Schedule** is a schedule of the activities comprising the construction of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations.
- (b) The **Start Date** is the latest date when the Contractor shall commence execution of the Works, as specified in the Contract.
- (c) The **Completion Date** is the date of completion of the Works as certified by the Project Manager.
- (d) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works.
- (e) The **Contractor** is the party whose offer to carry out the Works has been accepted by the Employer.
- (f) The **Contract Price** is the accepted contract amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (g) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (h) The **Defects Liability Period** is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects in accordance with Clause 19 [Correction of Defects].
- (i) The **Employer** is the party who employs the Contractor to carry out the Works.
- (j) Force Majeure means an exceptional event or circumstance which: is beyond a Party's control; which such Party could not reasonably have provided against before entering into Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- (k) **Party** means the Employer or the Contractor, as the context requires.
- (l) The **Project Manager** is the person appointed by the Employer and notified to the Contractor, who is responsible for supervising the execution of the Works and administering the Contract.
- (m) The **Site** is the area defined by the Employer where the Works are to be executed, and any other place specified in the Contract as forming part of the Site.
- (n) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (o) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, including any Variation.

## 2. Interpretation

2.1 In interpreting these conditions, singular also means plural. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these conditions.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Contract, including Contract Terms and Conditions
- (b) Accepted Form of Quotation,
- (c) Specifications,
- (d) Drawings,
- (e) Priced Activity Schedules, and
- (f) any other document required to form part of the Contract.

**3. Contract**

- 3.1 The Parties shall enter into a Contract within 15 days after the Contractor receives notification of Acceptance.

**4. Compliance with Laws**

- 4.1 The Contractor shall, in performing the Contract, comply with applicable Laws of \_\_\_\_\_.

**5. Fraud and Corruption**

- 5.1 This Contract shall be covered by the provisions of [ADB's Anticorruption Policy](#) (1998, as amended to date) and [Integrity Principles and Guidelines](#) (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

**6. Project Manager's Decisions**

- 6.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

**7. Communications**

- 7.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

**8. Employer's Risks**

- 8.1 From the Start Date until the Completion Date, the following are Employer's risks:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
  - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
  - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

**9. Contractor's Risks**

- 9.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks, are Contractor's risks.

**10. (Optional) Insurance**

- 10.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated for the following events, which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Equipment and Materials: \_\_\_\_\_;
  - (b) loss of or damage to property (except the Works, Materials, and Equipment) in connection with the Contract: \_\_\_\_\_; and
  - (c) sickness, disease, personal injury or death of any person employed by the Contractor: \_\_\_\_\_.
- 10.2 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance, which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
11. **Contractor to Construct the Works**
- 11.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings for which the quotation was offered.
12. **Works to Be Completed by the Completion Date**
- 12.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Completion Date.
13. **Possession of the Site**
- 13.1 The Employer shall give possession of all parts of the Site to the Contractor on \_\_\_\_\_.
14. **Access to the Site**
- 14.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
15. **Safety**
- 15.1 The Contractor shall be responsible for the safety of all the activities on the Site.
16. **Instructions, Inspections, and Audits**
- 16.1 The Contractor shall carry out all instructions of the Project Manager, which comply with the applicable laws where the Site is located.
- 16.2 The Contractor shall permit ADB to inspect the Contractor's accounts, records, and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by ADB. The Contractor shall maintain all documents and records related to the Contract for a period of 3 years after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations and require its employees or agents with knowledge of the Contract to respond to questions from ADB.
17. **Program**
- 17.1 Within 30 days after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for his no-objection and reference a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. The activities in the Program shall be consistent with those in the Activity Schedule.

17.2 The Program shall indicate commencement of the Works on the Start Date and proceed without delay to comply with the Completion Date in the Contract.

18. **Defects Liability Period**

18.1 The works undertaken should be covered by contractor's warranty under the Defects Liability Period of 12 months from the date of completion. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

19. **Correction of Defects**

19.1 The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period.

19.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

20. **Uncorrected Defects**

20.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount. If Contractor is unable to correct the defect or pay the required amount imposed, the Contractor shall be disqualified from undertaking contracts for the Employer for a period of five years.

21. **Contract Price**

21.1 The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid.

22. **(Optional) Advance Payment**

22.1 An advance payment of 15% of the Contract Price will be paid upon the Contractor bringing at the work site the following items and Project Manager certifying it: (i) at least one half of all materials to be incorporated in the works or all materials to be consumed within three months whichever is less, and (ii) all equipment required for the construction.

22.2 The advance payment shall be repaid through deductions of 25% from each interim payment starting with the payment certificate where the value of work certified has exceeded 30% of the Contract Price, provided that the advance payment shall be completely repaid prior to the time when 90% of the Contract Price is certified for payment.

23. **(Optional) Performance Security**

25.1 At the option of the Employer, the Contractor shall be advised to provide a Performance Security for the due performance of the Works, within 15 days of receipt of the returned **Form of Quotation** with signed **Acceptance**, in the amount equivalent to 10% of the Contract Price.

24. **Taxes and Duties**

24.1 The Contractor is responsible for all taxes, duties, levies, etc. in accordance with the laws of the \_\_\_\_\_ (*Employer's country*).

25. **Payment Certificates**

25.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

- 25.2 The value of work executed shall be determined by the Project Manager and certify the amount to be paid to the Contractor.
- 25.3 The value of work executed shall comprise the value of completed activities in the Activity Schedule.
- 25.4 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

26. **Payments**

- 26.1 Payments shall be adjusted for deductions for advance payments, if any. The Employer shall pay the Contractor the amounts certified by the Project Manager within 14 days of the date of each certificate.

27. **Cost of Repairs**

- 27.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

28. **Notice and Consequences of Force Majeure**

- 28.1 If a Party is or will be prevented from performing its obligations under the Contract by Force majeure, it shall give notice to the other Party of the circumstances of Force Majeure within 10 days after the Party becomes aware of them.
- 28.2 The Party shall, having given notice, be excused from performance of obligations for so long as Force Majeure persists. However, each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.
- 28.3 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.
- 28.4 If contractor is prevented from performing its obligations due to Force Majeure of which notice has been given, and suffers delay due to such Force Majeure, the contractor shall be entitled to (a) an extension of time if completion will be delayed, and (b) payment of costs, including rectification or replacement of works or goods damaged, when such costs arises from the defined events or circumstances of Force Majeure to the extent they are not indemnified through the insurance policy.

29. **Release from Performance**

- 29.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises, which makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance.
- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract; and
- (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under Clause 34 [Payment Upon Termination].

30. **Completion**

- 30.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.

31. **Taking Over**

31.1 The Employer shall take over the Site and the Works within 7 days of the Project Manager's issuing a certificate of Completion.

32. **Final Account**

32.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 28 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 28 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

33. **Termination**

33.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

33.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) 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 Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 56 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular defect prior to completion is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Project Manager gives two consecutive Notices to update the Program and accelerate the works, and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager;
- (g) the Contractor does not maintain a Performance Security, which is required;
- (h) the Contractor has delayed the completion of the Works by more than 56 days; and
- (i) if the Contractor, in the judgment of the Employer has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing the Contract.

34. **Payment upon Termination**

34.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

34.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, materials ordered, the reasonable cost of removal of equipment, and the Contractor's costs

of protecting and securing the Works, and less advance payments received up to the date of the certificate.

35. **Resolution of Disputes**

35.1 The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the unresolved dispute between the Employer and the Contractor, the dispute shall be settled in accordance with the provisions of the \_\_\_\_\_ [*arbitration law or rules of the Employer's country*].

36. **Suspension of ADB Loan or Credit**

36.1 In the event that ADB suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made,

- (a) the Employer is obligated to notify the Contractor, with copy to the Project Manager, of such suspension within 7 days of having received ADB's suspension notice.
- (b) if the Contractor has not received sums due it within the 28 days for payment provided for in Clause 26 [Payments], the Contractor may immediately issue a 14-day termination notice.