
GENERAL

- 4.1 SCOPE OF BID**
- 4.1.1 Housing Development Corporation Ltd (HDC) wishes to invite sealed bids from interested and eligible bidders for the Works described in the Employer's Requirement given in this bid documents.
- 4.1.2 Throughout these Tender Documents, the terms bid and tender and their derivatives (bidder/tenderer, bid/tendered, bidding/tendering, etc.) are synonymous, and day means calendar day. The words denoting the singular shall include the plural and vice versa.
- 4.1.3 The successful Bidder will be expected to complete the Works within the project duration as specified in the Bid Form.
- 4.2 Eligibility and Qualification of the Bidder**
- 4.2.1 This invitation for Bids is open to local and the foreign companies meeting all of the following requirements:
- 4.2.1.1 The Bidder should fulfil Eligibility requirements given in the Bid Data, Clause 2.19.
- 4.3 One Bid per Bidder**
- 4.3.1 Each bidder shall submit only one bid either by himself, as a partner in a joint venture, or as a shareholder in a private company. A bidder who submits or participates in more than one bid will be disqualified.
- 4.4 Cost of Bidding**
- 4.4.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. However, upon submission of the bid to the Employer, the bid will become the absolute property of the Employer, and the bidder will not have any right whatsoever to claim back any of the documentation or material comprising the bid.

B. Tender Documents

4.5 Content of Tender Documents 4.5.1 The Tender Documents are those stated below, and should be read in conjunction with any Addenda issued:

- 1- Bid Form
- 2- Bid Data
- 3- Employer's Requirement
- 4- General
- 5- Evaluation Criteria

4.6 Clarification of Bidding Documents 4.6.1 A prospective bidder requiring any clarification of the Bid Documents may notify HDC in writing or by cable (the term cable is deemed to include email and facsimile) at the address indicated in Bid Data Clause 2.3. HDC will respond to any request for clarification, which is received earlier than the deadline given in Bid Data Clause 2.13. Copies of the response will be forwarded to all bidders, including a description of the inquiry but without identifying its source.

4.7 Amendment of Bidding Documents 4.7.1 At any time prior to the deadline for submission of bids, the Employer may amend these Tender Documents by issuing Addenda.

4.7.2 Any Addendum thus issued shall be part of the Tender Documents, and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall promptly acknowledge receipt of each Addendum by cable to the Employer.

4.7.3 To give prospective bidders reasonable time in which to take an Addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Clause 4.17.2.

C. Preparation of Bids

4.8 Documents comprising the Bid 4.8.1 The bid submitted by the bidder shall comprise all the documents described under Clause 4.6.1 and any other information requested in the Employer's Requirements.

4.9 Bid Prices

- 4.9.1 If the Bid Price Quoted in the Bid Form differs from that given in any other attached documents, then the Bid Price given in the Bid Form will prevail.
- 4.9.2 Bid Price shall be inclusive of all taxes, Customs duty, clearance, installation (if required) and delivery to the address given in Bid Data Clause 2.22. HDC will only accept goods and services in proper condition which meet the Employer's Requirement and Supplier Proposal.
- 4.9.3 All duties, taxes, and other levies payable by the Contractor under the contract, or for any other cause, as of the date 03 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the bidder.

4.10 Currencies of Bid and Payment

- 4.10.1 The unit rates and prices quoted by the bidder shall be entirely in the currency given in Bid Data Clause 2.7.

4.11 Bid Validity

- 4.11.1 Bids shall remain valid as per Clause 2.8 of Bid Data.
- 4.11.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the said extension.

4.12 Bid Security

- 4.12.1 The bidder shall furnish a bid security in the form and value as stated in clause 2.9 of Bid Data, which shall be valid for 28 days beyond the validity of the bid and beyond any period of extension subsequently requested under Sub-Clause 4.12.2.
- 4.12.2 Any bid not accompanied by the bid security as required under Clause 4.13.1 shall be rejected by the Employer as non-responsive.
- 4.12.3 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of bid validity.

4.12.4 The Bid Security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required performance security.

4.12.5 The bid security may be forfeited

1.1.1.1.1. if the bidder withdraws his bid.

1.1.1.1.2. if the bidder does not accept the correction of its Bid Price, pursuant to Clause 4.24 ; or

1.1.1.1.3. in the case of a successful bidder, if he fails within the specified time limit to:

(i) sign the Agreement, or

(ii) furnish the required Performance Security.

4.13 Format and Signing of Bid

4.13.1 The bidder shall prepare one original of the documents comprising the bid.

4.13.2 The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder.

D. Submission of Bids

4.14 Sealing and Marking of Bids

4.14.1 The bids must be submitted in a sealed envelope marked as the title given in Bid Data Clause 2.1 and addressed to as given in Bid Data Clause 2.2

4.14.2 The envelope shall also indicate the Name, Address and Contact number of the bidder to enable the bid to be returned unopened in case it is declared late.

4.14.3 The envelope shall also be provided with a marked warning not to open before the time and date for bid opening, as given.

4.14.4 If the outer envelope is not sealed and marked as above, HDC will assume no responsibility for the misplacement or premature opening of the bid. If the outer envelope discloses the bidder's identity, HDC will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection of the bid.

4.15 Deadline for Submission of Bids

- 4.15.1 Bids must be received by HDC at the address specified in Bid Data, no later than the time and date as given in Bid Data.
- 4.15.2 HDC may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum, in which case all rights and obligations of HDC and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

4.16 Late Bids

- 4.16.1 Any bid received by HDC after the deadline for submission of bids prescribed above, will not be accepted and returned unopened to the bidder.

4.17 Completeness of Bid Form

- 4.17.1 **BID FORM** should serve as the front page of the Proposal. Any Bid submitted without a completed Bid Form will be rejected.
- 4.17.2 Delivery Period should be clearly mentioned in the Bid Form (if required). Failure to do so will render the bid non responsive, hence will be disqualified.
- 4.17.3 The Bid Form shall be duly signed by the bidder. Failure to do so will render the bid non responsive, hence will be disqualified.

E. Bid Opening and Evaluation**4.18 Bid Opening**

- 4.18.1 HDC will open the bids, in the presence of bidders' designated representatives who choose to attend, at the time, date, and location as given in Bid Data. The bidders' representatives who are present shall sign a register evidencing their attendance
- 4.18.2 The bidders' names, the Bid Prices, including any alternative Bid Price or deviation, any discounts, bid modifications and withdrawals, the presence (or absence) and amount of bid security (if any required), duration and any such other details as HDC may consider appropriate, will be announced by HDC at the opening. Late Bids and Bids without 'Bid form' will be rejected at the bid opening stage.
- 4.18.3 HDC shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the above paragraph.
- 4.18.4 Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

4.19 Process to Be Confidential

4.19.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence HDC's processing of bids or award decisions may result in the rejection of the bidder's bid.

4.20 Clarification of Bids and Contacting HDC

4.20.1 To assist in the examination, evaluation, and comparison of bids, HDC may, at its discretion, ask any bidder for clarification of its bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by HDC in the evaluation of the bids in accordance with that given under the heading "Correction of Errors" (Clause 4.24) given below.

4.20.2 From the time of bid opening to the time of Contract award, if any bidder wishes to contact HDC on any matter related to the bid, it should do so in writing.

4.20.3 Any effort by the bidder to influence HDC in HDC's bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid.

4.21 Examination of Bids and Determination of Responsiveness

- 4.21.1 Prior to the detailed evaluation of bids, HDC will determine whether each bid (a) meets the eligibility criteria given; (b) has been properly signed; (c) is accompanied by the required securities; (d) is substantially responsive to the requirements of the bidding documents; and (e) provides any clarification and/or substantiation that HDC may require to determine responsiveness pursuant to the following paragraph.
- 4.21.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one (a) that affects in any substantial way the scope, quality, or performance of the Works; (b) that limits in any substantial way, inconsistent with the bidding documents, HDC's rights or the bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 4.21.3 In an event where no bid is Eligible or responsive through the terms in the Tender document, the Evaluation Committee reserves the right to modify the eligibility criteria or a specific term in the Bid Document and apply the same criteria in the evaluation of all the bids. However, it should only be in the best interest of HDC, ensuring economic benefit and quality assurance.

4.22 Correction of Errors

- 4.22.1 Bids determined to be substantially responsive will be checked by HDC for any arithmetic errors. Errors will be corrected by HDC as follows:
- 4.22.1.1 where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- 4.22.1.2 where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of HDC there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 4.22.2 The amount stated in the bid will be adjusted by HDC in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited.

F. Evaluation Method & Criteria: (Please refer to ITB Part 5)**G. Award of Contract**

- 4.23 Award** 4.23.1 Subject to that given under the heading **“Employer’s Right to Accept Any Bid and to Reject Any or All Bids”** below, HDC will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has scored the highest number of points, provided that such bidder has been determined to be qualified (as and eligible (in accordance with that given under “Eligibility Criteria”))
- 4.24 Employer’s Right to Accept Any Bid and to Reject Any or All Bids** 4.24.1 HDC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for HDC’s action.
- 4.25 Notification of Award** 4.25.1 Prior to expiration of the period of bid validity prescribed by HDC, HDC will notify the successful bidder in writing that its bid has been accepted. This letter (hereinafter called the “Letter of Acceptance”) shall specify the sum that HDC will pay the Contractor in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed by the Contract or Work Order (hereinafter called “the Contract Price”).
- 4.25.2 The notification of award will constitute the formation of the Contract.
- 4.25.3 Upon the successful bidder’s furnishing of the performance security (if required), HDC will promptly notify the name of the winning bidder to each unsuccessful bidder and will discharge the bid security (if any) of the unsuccessful bidders.
- 4.25.4 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to HDC. HDC will promptly respond in writing to the unsuccessful bidder.

4.26 Signing of Agreement or Work Order

4.26.1 At the same time that HDC notifies the successful bidder that its bid has been accepted, HDC will send the bidder the Agreement (or Work Order).

4.26.2 Within 3 days of receipt of the Agreement (or Work Order), the successful bidder shall sign the Agreement and return it to HDC, together with the required performance security (if any).

4.26.3 Upon fulfillment of that given in the above paragraph, HDC will promptly notify the other bidders that their bids have been unsuccessful and their bid security (if any) will be returned as promptly as possible.

4.27 Performance Security

4.27.1 Within 7 days of receipt of the Letter of Acceptance from HDC, the successful bidder shall furnish to HDC a performance security as **specified under "Bid Data" Clause 2.16.**

4.27.2 If it is stipulated in the Bid Data that the performance security is to be provided by the successful bidder in the form of a bank guarantee, it shall be issued by a bank located in the Republic of Maldives or by a foreign bank acceptable to HDC.

4.27.3 Failure of the successful bidder to comply with the requirements of "Performance Security" shall constitute a breach of Contract, cause for annulment of the award, forfeiture of the bid security, and any such other remedy HDC may take under the Contract, and HDC may resort to awarding the Contract to the next ranked bidder.

4.27.4 Once the project is completed by the contractor, the performance security will be returned to them.

4.28 Corrupt or Fraudulent Practices

4.28.1 HDC requires that staff, as well as bidders/suppliers/contractors, observe the highest standard of ethics during the procurement and execution of works. In pursuance of this policy, HDC:

a) defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of HDC, and includes collusive practice among bidders (prior to or

after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive HDC of the benefits of free and open competition;

- b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract (from HDC) if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a HDC contract.
- d) Furthermore, bidders shall be aware that, if in the judgment of HDC the Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then HDC may, after having given 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site (if any).

H. Penalty for delays (Refer to Bid Data Clause 2.5)

I. Joint Ventures:

4.29

4.29.1 Bids submitted by a Joint venture of two or more firms as partners shall comply with the following requirements:

- a) The bid shall include all the information listed in Sub-clause 2.19.
- b) Sign the Bid, and in case of a successful Bid, the Agreement, shall be signed so as to be legally binding on all partners;
- c) one of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- d) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;
- e) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the

authorization mentioned under (c) above, as well as in the Form of Tender and in the Form of Agreement (in case of a successful Bid);

- f) The following documentation needs to be submitted along with this bid ;
 - I. The Board Resolution from both the partners authorizing to enter into a JV
 - II. A copy of the agreement entered into by the joint venture partners shall be submitted with the Bid, giving details of work distribution.
- g) While evaluating the Bids (the Eligibility Criteria, Qualification Criteria and awarding of pints) submissions from both the partners will be counted as one and collective data can be used to meet the set criteria.