



## **INFORMATION TO BIDDERS (ITB)**

### **BID FOR:**

# **Supply and Installation of Telecommunications Towers in Phase II, Hulhumale'**

**ANNOUNCEMENT NUMBER: HDC(161)-PRO/IU/2020/146**

**ANNOUNCEMENT DATE:** 18<sup>th</sup> August 2020

**BID OPENING DATE & TIME:** Please refer to Bidding Data

**BID OPENING VENUE:** Please refer to Bidding Data

## 2. BID DATA

**NOTE:** The following specific data for the Works to be procured shall complement, amend, or supplement the provisions in the Instructions to Bidders.

Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

2.1	<p><b>Bid Title:</b></p> <p>Supply and Installation of Telecommunications Towers in Phase II, Hulhumale'</p> <p><u>Project details:</u></p> <p>The supplier/contractor will supply and install four towers, as per the specification provided in the Scope of Works</p>
2.2	<p><b>Name and Address of the Employer:</b></p> <p>Housing Development Corporation Ltd. Ground Floor, HDC Building Hulhumalé, Maldives</p>
2.3	<p><b>Contact Details for Further Information:</b></p> <p>Procurement Department Housing Development Corporation Ltd. HDC Building Hulhumalé, Maldives Tel: (960) 335 5144, (960) 335 5246 E-mail: <a href="mailto:tenders@hdc.com.mv">tenders@hdc.com.mv</a></p>
2.4	<p><b>Period of Completion/Supply &amp; Delivery:</b></p> <p>A Delivery Period is to be proposed in the BID FORM (Part 01 of this Document). The maximum delivery period allowed under this bid for each delivery is total 3.5 Calendar Months.</p> <p><b><u>Any bid proposing a delivery period which exceeds the above will be disqualified.</u></b></p> <p>The Contractor shall commence the works upon handover of site by Employer to Contractor</p>
2.5	<p><b>Penalty for delays:</b></p> <p>A penalty of 0.05% per day of delay, up to 10% of total contract value shall be charged in the event that the bidder fails to deliver on time as given.</p>

	HDC reserves the right to cancel the Bids, if the delivery time is delayed by more than <b>10</b> working days from the agreed delivery date.
<b>2.6</b>	<b>Bid language:</b>  English
<b>2.7</b>	<b>Bid Currency and Estimated Budget:</b>  All prices are to be quoted in US Dollars (USD)  The Proposed budget for completion of this project is <b>USD 180,000.00 (US Dollars One Hundred and Eighty Thousand)</b> inclusive of all duties taxes and Civil work associated.  All payments to local parties will be made in Maldivian Rufiyaa (MVR) at the exchange rate published by Maldives Monetary Authority (MMA) at the time of payment.
<b>2.8</b>	<b>Period of Bid validity:</b>  90 Calendar days from the date of bid submission.
<b>2.9</b>	<b>Amount of Bid Security:</b>  Bid security of this project is <b>USD 25,000.00 (US Dollars Twenty-Five Thousand Only)</b> or <b>MVR 385,500.00 (Maldivian Rufiyaa Three Hundred and Eighty-Five Thousand Five Hundred Only)</b> in the form of a Guarantee from a reputable bank or a financial institute selected by the bidder and acceptable to the Employer.  For the successful bidder, the Guarantee shall be returned after signing of contract.
<b>2.10</b>	<b>Pre-Bid meeting and Site Visit:</b>  Not required
<b>2.11</b>	<b>Number of copies of the Bid to be completed and returned:</b>  One Copy
<b>2.12</b>	<b>Employer's Address for the Purpose of Bid submission:</b>  Housing Development Corporation Ltd. Reception, Ground Floor, HDC Building Hulhumalé, Maldives
<b>2.13</b>	<b>Deadline for Clarification of Bid Documents:</b>  Not required

<p><b>2.14</b></p>	<p><b>Deadline and Venue for Submission of Bid:</b></p> <p>The bidder must submit the bid at <b>11:00 hrs, 3<sup>rd</sup> September 2020</b> at the following location:</p> <p style="text-align: center;">Housing Development Corporation Ltd. Reception, Ground Floor, HDC building, Hulhumalé, Republic of Maldives</p> <p>The bidder's representatives who are present shall sign a register evidencing their attendance.</p> <p><b>Registration for Bid Submission:</b></p> <p>Registration for Bid Submission will be opened from <b>30<sup>th</sup> August 2020</b> to <b>31<sup>st</sup> August 2020, 12:00 hrs</b></p> <p>Sealed Bids shall be submitted to the address above in person no later than the Bid Submission deadline as detailed above.</p> <p><b><u>Bidders who do not register for Bid Submission will not be allowed to submit bids</u></b></p>
<p><b>2.15</b></p>	<p><b>Venue, Time, and Date of Bid Opening:</b></p> <p style="text-align: center;"><b>Venue:</b> Housing Development Corporation Ltd. Reception, Ground Floor, HDC building, Hulhumalé, Republic of Maldives</p> <p style="text-align: center;"><b>Date:</b> 3<sup>rd</sup> September 2020</p> <p style="text-align: center;"><b>Time:</b> 11:00 hrs.</p> <p>The bidder's representatives who are present shall sign a register evidencing their attendance.</p>
<p><b>2.16</b></p>	<p><b>Standard form and amount of PERFORMANCE SECURITY acceptable to the Employer:</b></p> <p>Performance security shall be <b>USD 50,000.00 (US Dollar Fifty Thousand Only)</b> or <b>MVR 771,000.00(Maldivian Rufiyaa Seven Hundred and Seventy-one Thousand Only)</b> in the form of a Guarantee from a licensed financial institute selected by the bidder and acceptable to the Employer.</p> <p>Performance Security must be submitted within 10 days from the date of letter of Acceptance</p> <p>Performance security shall remain valid through the entire contract period.</p>

2.17	<p><b>Contract Type and Payment Terms:</b></p> <p>The contract shall be a Lump Sum Contract. Payment will be made within 30 Calendar days upon practical completion and handover of works with the receipt of invoice.</p> <p><b>Advance Payment:</b> 30% of the contract value can be paid as advance payment upon submission of a guarantee, in amounts and currencies equal to the advance payment, in a form approved by the Employer and issued by an entity approved by the Employer.</p> <p><b>Retention Monies:</b> Retention will be deducted at 5% (five percent) of the contract sum. Retention will be released upon completion of defects liability period, subject to making good all defects.</p> <p><b>Defects Liability Period:</b> The defects liability period will be 12 Calendar months after practical completion and handover of the works.</p>
2.18	<p><b>Bid Evaluation and Awarding Method:</b></p> <p>Items will be evaluated and awarded collectively.</p>
2.19	<p><b>Eligibility:</b></p> <ol style="list-style-type: none"> <li>1. The Company should have been in operation since at least <b>1 (One)</b> year prior to the date of Bid Submission.</li> <li>2. Should have completed at least 1 similar project of value <b>USD 80,000.00 (US Dollar Eighty Thousand)</b> or <b>MVR 1,233,600.00 (Maldivian Rufiyaa One Million Two Hundred and Thirty-Three Thousand Six Hundred)</b> within past <b>5 Years</b>.</li> <li>3. The company should be registered as a vendor at HDC prior to bid submission</li> <li>4. The bidder should meet all the tower specifications included in the Employers requirement, Clause 3.2 (ITB-Part 03)</li> <li>5. The bidder should meet all the tower Specification as per Employers requirement, Clause 3.2 (ITB-Part 03) and certifications must be submitted where applicable.</li> </ol> <p>The above must be supported by submission of the following documentation. Failure to do so WILL render the Bidder ineligible and lead to <b><u>disqualification of the bid</u></b>.</p> <p style="padding-left: 40px;">a) <i>Copy of Company Registration Certificate.</i></p>

	<p>b) <i>Company profile / work profile</i></p> <p>c) <i>GST Registration certificates</i></p> <p>d) <i>The past experience should be supported by submitting Documents signed by previous Customers indicating the <b>project value, duration and completion date.</b></i></p> <p>e) <i>Original Bid Security (as per ITB-Part-02, Clause 2.9 of Bid Data)</i></p> <p>f) <i>Tax Clearance Report</i></p> <p>g) <i>Copy of HDC vendor registration notification</i></p> <p><b><u>Late submission of any of the above-mentioned documents will not be entertained.</u></b></p>										
<p><b>2.20</b></p>	<p><b>Time period and maximum value of sales considered for awarding points for Experience:</b></p> <p>Maximum Time period considered: <b>Last 5 Years</b></p> <p>Maximum limit of accumulated sales value of similar supplies within the above time period: <b>USD 500,000.00 (US Dollars Five Hundred Thousand) or MVR 7,710,000.00 (Maldivian Rufiyaa Seven Million Seven Hundred and Ten Thousand)</b></p>										
<p><b>2.21</b></p>	<p><b>Bid Evaluation Criteria</b></p> <table border="1" data-bbox="311 1094 915 1320"> <thead> <tr> <th>Criteria</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Price</td> <td>70</td> </tr> <tr> <td>Experience</td> <td>20</td> </tr> <tr> <td>Delivery</td> <td>10</td> </tr> <tr> <td><b>Total</b></td> <td><b>100%</b></td> </tr> </tbody> </table>	Criteria	Percentage	Price	70	Experience	20	Delivery	10	<b>Total</b>	<b>100%</b>
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<p><b>2.22</b></p>	<p><b>Delivery Address</b></p> <p><i>Housing Development Corporation Ltd Reception, Ground floor, HDC Building Hulhumalé, Maldives</i></p>										
<p><b>2.23</b></p>	<p>All duties, taxes and other levies payable by the Consultant in any country (including client's country and the country where the Consultant is from) shall be deemed to be included in his rates and prices and the total price offered by him, except that duties, taxes and levies imposed by law and payable by the Consultant in the Client's country shall be deemed to be included in the bidder's rates and prices and total price only insofar as such duties, taxes and levies have been in force 28 days before the closing date for submittal of bids.</p>										

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### 3. EMPLOYER'S REQUIREMENT

#### 3.1 Description of Service

Housing Development Corporation has a requirement to supply and install telecommunications towers in Hulhumale. However, under this project, the supplier/contractor will supply and install four towers, as per the specification provided in the Scope of Works. This project requires an experienced contractor to execute the job.

- I. The Contractor shall provide all labor, material tools, equipment, supervision and other related items required to complete the project as per scope of work, specifications.
- II. Contractors are advised to visit the site, verify the proposed tower locations to develop their proposal/bid
- III. The period of the Contract will be for three (3.5) months from date of contract award

#### 3.2 Scope of Work and Specification

These towers are designed for mobile telephony and backbone networks. It can be used as a multi operator towers. The tower can be fitted with several dish antennae and additionally Radio Units and Panel Antennas.

- 3.2.1 The tower height: 30m – 35m
- 3.2.2 Number of Towers – 4 nos
  - a. Monopole tower (tree tower) – 01 with 35m
  - b. Angle lattice tower – 03 with 45m
- 3.2.3 Tower type: Self-supporting Monopole with pine tree and Steel Angle with 4 legs hot dip galvanized - all steel materials are protected by hot-dip galvanizing in accordance with ASTM 123, EN ISO 1461 or other relevant codes
- 3.2.4 Possible Antenna mounts: 6 to 10 antennas and 6 to 8 RRUs. (heights range between 43m to 28m)
- 3.2.5 Expected tower loading in m2 - 15 - 20
- 3.2.6 The tower can withstand at the wind speed of 160km/hr.
- 3.2.7 Tower and foundation detail drawings shall be provided by the bidder.

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- 3.2.8 Grounding or Earthing of Tower shall be provided by using an insulated copper tape.
  - 3.2.9 The tower shall be equipped with the lightning arrester finial at the top.
  - 3.2.10 All towers to be painted (steel angle towers to be painted in red and white while the monopole to be painted in dark green)
    - a. The atmospheric- corrosive in accordance with BS EN ISO 12944 shall be of C5-M
  - 3.2.11 Tower shall be equipped with a ladders and platforms.
  - 3.2.12 The life of the tower structure shall be at least 15 years. (necessary certification to be provided)
  - 3.2.13 Twist and sway in degree from +/- 0.5 to +/- 1°
  - 3.2.14 Aircraft warning light system to be provided.
  - 3.2.15 Soil bearing capacity –the maximum applied load of 452.5KPa doesn't show signs of reaching yield strength. Therefore, it can be assumed that a load higher than 452.5KPa can be applied.

### 3.3 Conditions of Contract

- 3.3.1 This is a firm fixed price turnkey job for the entire work and amount quoted shall include all work described in the scope of work and general condition of contract.
- 3.3.2 The lump sum price quoted shall be fixed and nothing extra will be entertained on any account.
- 3.3.3 No additional work or changes will be carried out without a contract modification or change request

### 3.4 Responsibilities of the contactor:

- 3.4.1 Contractor shall be responsible for procuring, supplying, transporting, and providing all labor, materials, tools and plant and equipment etc., required for completion of the work in all respects and as per the scope of the work.
- 3.4.1 All expenses towards mobilization at site and demobilization including bringing in equipment, workforce and materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the rates quoted by the contractor against



various items of schedule of rates and no separate payment on such expenses shall be entertained.

- 3.4.2 Contractor shall employ and provide one full time supervisor to supervise the project and has experienced of carrying out such type of work.

### **3.5 Materials**

- 3.5.1 All materials used on this work shall be new and conforming to the contract specifications as per specifications provided and agreed.
- 3.5.2 Contractor shall submit tower specification and all certifications
- 3.5.3 All materials used on the project shall be approved by the HDC assigned Project Manager (PM) before use. Any changes/substitutes on material shall be approved by PM before proceeding.
- 3.5.4 Workers working on the site shall be skilled in their job and have related job experience.
- 3.5.5 All materials shall be stored in a proper manner protected from natural elements so as to avoid contamination and deterioration.

### **3.6 Warranty**

The contractor shall guarantee that all work performed will be free from all defects in workmanship and materials and that all installation will provide the capacities and characteristics specified. The contract further guarantees that if, during a period of one year from the date of the certificate of completion and acceptance of the work, any such defects will be repaired by the contractor at his expenses.

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## A. 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.
- 4.2.1.2 A bidder shall not be affiliated with a firm or entity
- 5.1.1. that has provided consulting services related to the Project to the Employer during the preparatory stages of the Project, or
- 5.1.2. that has been hired by the Employer for provision of any services for the Project.
- 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

- 5.1.2.1.1. if the bidder withdraws his bid.
- 5.1.2.1.2. if the bidder does not accept the correction of its Bid Price, pursuant to Clause 4.24 ; or
- 5.1.2.1.3. 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

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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.



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**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.

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**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. Further information:**

Interested bidders may obtain further information from the address given in Bid Data Clause 2.3.

## 5 EVALUATION

### 5.1 Evaluation Method:

5.1.1 All Bids shall be evaluated on the following basis for a total maximum of 100 points (pts). Points shall be given according to the following.

5.1.2 Items will be evaluated separately/collectively as given in the Bid Data, Clause 2.18.

### 5.2 Bid Evaluation Criteria:

#### 5.2.1 Price (Percentage of the total score as defined in the Bid Data)

5.2.1.1 A Price must be quoted by the bidder for each deliverable. Failure to do so WILL lead to disqualification of the bid at the evaluation stage.

5.2.1.2 In calculating the score under this criterion, the party quoting the lowest collective Price will get the maximum points allocated under this criterion and the points for the remaining bidders will be distributed on a pro rata basis in descending order.

5.2.1.3 The formula thus used for the computation of the score is as follows:

$$\text{Price Score} = \frac{\text{Lowest proposed total price from among the bids received}}{\text{Particular Bidder's proposed total price}} \times (\% \text{ in Bid Data})$$

5.1.1.1 In the event where HDC feels that the bid prices are higher, it reserves the right to cancel the Bids.

#### 5.1.2 Experience (Percentage of the total score as defined in the Bid Data)

5.1.2.1 Points under this criterion will only be awarded to bidders whose past experiences are similar in nature to the purpose of this particular bid and are backed by supporting documents as explained below and as per clause 2.21 of Part 2, Bid Data.

5.1.2.2 In this context, supporting documents shall consist of letters, certificates etc. (with the required signatures and stamps) from previous clients, indicating the total contract value and the completion date.

5.1.2.3 Letters of Award or Agreement Copies or Notifications of Award will only be used for clarification purposes and will not be considered for awarding any points.

- 5.1.2.4 Past experience simply stated in tabular or other format will not be awarded any points.
- 5.1.2.5 The experience should have been acquired within the time period as given in the Bid Data clause 2.21.
- 5.1.2.6 The experience score will be based on the cumulative value of sales within the above period and will be considered up to the minimum/maximum value as given in the Bid Data clause 2.21.
- 5.1.2.7 Any Bidder who has a total accumulated value of sales not less than the limit stated in Bid Data Clause 2.21 will get the maximum points allocated under this criterion and the points for the remaining bidders will be distributed on a pro rata basis.
- 5.1.2.8 The formula thus used for the computation of the score is as follows:

$$\text{Past Experience Score} = \frac{\text{Particular Bidder's total accumulated value of sales (up to the limits as specified in Bid Data)}}{\text{Highest total accumulated value of sales among the bids received (up to the limits as specified in Bid Data)}} \times (\% \text{ in Bid Data})$$

- 5.1.2.9 Further, it is up to the sole discretion of HDC to determine the relevance and similarity of Supply Experience and Past Experience to the current scope of works, and the score awarded by HDC will be final and shall not be contested

### 5.1.3 Delivery Period (Percentage of the total score as defined in the Bid Data)

- 5.1.3.1 A Delivery Period must be proposed by the bidder. Failure to do so, WILL lead to rejection of the bid at the evaluation stage.
- 5.1.3.2 The Delivery Period proposed, shall not exceed that given in the Bid Data (Clause 2.4).
- 5.1.3.3 HDC reserves the right to disqualify any bid with a Delivery Period which is either unrealistically low or illogical when compared to HDC Engineer's estimates and industry norms.
- 5.1.3.4 Having fulfilled the above requirements, the maximum points allocated under this criterion will be awarded to the bidder with the Lowest Proposed Delivery Period, and the remaining bidders will be awarded points on a pro rata basis in descending order.

5.1.3.5 The formula thus used for the computation of the score is as follows:

$$\text{Delivery Period Score} = \frac{\text{Lowest proposed delivery period from among the bids received}}{\text{Particular Bidder's proposed delivery period}} \times (\% \text{ in Bid Data})$$