



INFORMATION TO BIDDERS (ITB)

BID FOR:

Project Management Consultancy Service for Hiyaa-Vehi

ANNOUNCEMENT NUMBER: HDC (161)-PWM/IU/2021/532

ANNOUNCEMENT DATE: 19th October 2021

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	Bid Title: Project Management Consultancy Service for Hiyaa-Vehi
2.2	Name and Address of the Employer: Housing Development Ground Floor, HDC Building Hulhumalé, Maldives
2.3	Contact Details for Further Information: Procurement Department Housing Development Corporation Ltd. HDC Building Hulhumalé, Maldives Tel: (960) 335 5369, (960) 335 5246 E-mail: tenders@hdc.com.mv
2.4	Period of Completion/Supply & Delivery: The consultant is expected to provide their services for a period of 1080 calendar days for construction period, and expected to provide additional service for extended period of construction contract, plus 14 months for maintenance period.
2.5	Penalty for delays: -
2.6	Bid language: English
2.7	Bid Currency: All prices are to be quoted in Maldivian Rufiyaa (MVR).
2.8	Period of Bid validity: 90 Calendar days from the date of bid submission.
2.9	Amount of Bid Security: Not Required

2.10	<p>Pre-Bid meeting and Site Visit:</p> <p>A pre-bid meeting will be held as follows:</p> <p>Date & Time: 25th October 2021, 1300 HRS</p> <p>Pre-Bid session will be conducted via Zoom Meeting.</p> <p>Register in advance for this meeting:</p> <p>Link: https://us06web.zoom.us/meeting/register/tZwscu2grDkoGtWJnfngYKKG2xNU4M16UFtd</p> <p>After registering, you will receive a confirmation email containing information about joining the meeting.</p> <p>Site visit not Required.</p>
2.11	<p>Number of copies of the Bid to be completed and returned:</p> <p>One Copy</p>
2.12	<p>Employer's Address for the Purpose of Bid submission:</p> <p>Housing Development Corporation Ltd. Reception, Ground Floor, HDC Building Hulhumalé, Maldives</p>
2.13	<p>Deadline for Clarification of Bid Documents:</p> <p>The bidders can send written queries via email to tenders@hdc.com.mv before 12:00hrs, 27th October 2021</p>
2.14	<p>Registration for Bid Submission:</p> <p>Registration for bid submission is not required.</p>
2.15	<p>Venue, Time, and Date of Bid Submission and Bid Opening:</p> <p>Venue: Housing Development Corporation Ltd. Reception, Ground Floor, HDC Building Hulhumalé, Maldives</p> <p>Date: 8th November 2021</p> <p>Time: 11:00 hrs.</p> <p>The bidder's representatives who are present shall sign a register evidencing their attendance.</p>

2.16	<p>Standard form and amount of PERFORMANCE SECURITY acceptable to the Employer:</p> <p>Performance security of this project is MVR 100,000.00 (One Hundred Thousand) in the form of a Guarantee from a reputable bank or a financial institute selected by the bidder and acceptable to the Employer.</p> <p>Performance security shall remain valid through the entire contract period and Maintenance Stage + 30 Calendar Days.</p>
2.17	<p>Contact Type:</p> <p>The contract shall be a Lump Sum Contract. Please refer to clause 3.3.7 payment terms for additional details.</p>
2.18	<p>Bid Evaluation and Awarding Method:</p> <p>Items will be evaluated and awarded collectively</p>
2.19	<p>Eligibility:</p> <ol style="list-style-type: none"> 1. The Company should be registered as a Vendor at HDC prior to bid submission. 2. The Company should have been in operation since at least 1 (One) year prior to the date of Bid Submission. 3. All member of proposed consultancy team shall be in accordance with clause 3.3.6 of this ITB <p>The above must be supported by submission of the following documentation. Failure to do so WILL render the Bidder ineligible and lead to <u>disqualification of the bid</u>.</p> <ol style="list-style-type: none"> a) Bid Form completed & signed b) Business Profile/Work Profile c) Copy of Company Registration Certificate d) GST Registration certificates e) CV of all Team Members (with attested education certificate copies) f) Additional documents stated in the “Experience and Skills” & Qualification Criteria” clause 3.3.6 of this ITB g) Tax Clearance Report (Past 6 months from the date of bid submission) h) Company Profile Information sheet issued by ministry of Economic Development with sign and seal (For Companies and Partnerships) i) Copy of National Identification Card (For Sole Proprietors) <p>Late submission of any of the above-mentioned documents will not be entertained.</p>

2.20	<p>Bid Evaluation Criteria</p> <table border="1" data-bbox="337 302 941 529"> <thead> <tr> <th data-bbox="337 302 753 357">Criteria</th> <th data-bbox="753 302 941 357">Percentage</th> </tr> </thead> <tbody> <tr> <td data-bbox="337 357 753 411">Price</td> <td data-bbox="753 357 941 411">80</td> </tr> <tr> <td data-bbox="337 411 753 466">Experience</td> <td data-bbox="753 411 941 466">20</td> </tr> <tr> <td data-bbox="337 466 753 529">Total</td> <td data-bbox="753 466 941 529">100%</td> </tr> </tbody> </table>	Criteria	Percentage	Price	80	Experience	20	Total	100%
Criteria	Percentage								
Price	80								
Experience	20								
Total	100%								
2.21	<p>Time period and maximum value of sales considered for awarding points for Experience.</p> <p>Maximum Time period considered: [10 Years]</p> <p>Maximum limit of accumulated sales value of similar works within the above time period: MVR 10,000,00.00 (Maldivian Rufiyaa Ten Million)</p> <p>The past experience should be supported by submitting Documents signed by previous Customers indicating the project value and completion date</p>								
2.22	<p>Delivery Address</p> <p>Housing Development Corporation Ltd Reception, Ground floor, HDC Building Hulhumalé, Maldives</p>								

3 EMPLOYER'S REQUIREMENT

3.1 Background

The development of Hulhumalé is one of the most ambitious projects undertaken by the Government of Maldives, which is also one of the largest land reclamation and infrastructure development projects in the country, completely capitalized and managed by Housing Development Corporation Limited. Acting as the master developer of Hulhumalé, Housing Development Corporation (HDC) is a 100 percent state-owned enterprise with the mandate of undertaking housing, commercial and key economic developments, creating opportunities for better homes, health, employment and education in the newly developed city in Maldives.

Hulhumalé is being developed as a modern Smart city with a focus on youth, providing opportunities with the necessary infrastructure to encourage creative entrepreneurship.

To ensure the visions for Hulhumalé are achieved, Housing Development corporation limited (HDC) had contracted AMIN construction private limited (Contractor) for design and construction of Hiyaa-vehi project in Hulhumalé phase I. (Project)

The project was commenced on 14th February 2017, and after achieving a progress percentage of 19.06, the project was suspended in early November 2018 due to financial difficulties faced by client. After negotiation the project was resumed in Mid-February 2021.

Current Project Details are as follows:

- Hiyaa-vehi is a residential project comprising of 14-storey 3 buildings (3 Sections).
- Each building has two towers.
- The project is 19.06% completed.
- The duration for the completion of the remaining works (3 Section) is 1080 calendar days.

The contractor may execute the Sections successively or concurrently.

Please refer to the Attached for drawings.

3.2 Objectives

HDC is seeking a qualified Consultancy firm, to provide project management consultancy services for the construction of Hiyaa-vehi project in Phase I of Hulhumalé during construction period and defects notification period.

3.3 Scope of Services

The scope of services is divided into two main parts, which are the Part I; Normal Services and Part II; Additional Services.

3.3.1 Part I; Normal Services

3.3.1.1 General

3.3.1.1.1 Contract Management Framework

The Client will be the principal owner of the Project and site with the "Project Management Consultant" in short "Consultant" as the Project Manager, Engineer, technical consultant and as an advisor to Client during Construction and maintenance period. Thus, the key assignment for the consultant will be the overall management of the Project and making all the technical and engineering decisions in the management of the contract for the execution of the Project

3.3.1.1.2 The consultant will act on behalf of the client, overseeing, managing and monitoring the client's contractor's performance of the Project (during Construction and Maintenance Stage).

3.3.1.1.3 The consultant generally will be required to seek prior approval from the client in each instance, generally with regard to the following (but not limited to) matters;

- (a) Variation orders, both in terms of work quantities and especially those pertaining to financial implications.
- (b) Sanction of additional items, sums or cost variations of rates and prices.
- (c) Approve time extensions for the contract.
- (d) Permanent or temporary halts (suspension) to work, or the overall termination of the contract.
- (e) Notice for claim and claims on behalf of the client.
- (f) Replying to contractor's notice of claim and claims.
- (g) Approval of materials in respect to the aesthetical view of the building

3.3.1.1.4 The form of contract between the consultant and client will be The General condition of contract, Part I, comprise of "general conditions" which form part of the "Client/Consultant Model Service Agreement", fourth edition 2006, published and own the copy rights by Fédération Internationale des Ingénieurs-Conseils (FIDIC).

3.3.2 Detail of Service

The Service is divided as follows;

- Construction Stage
- Maintenance Stage

3.3.2.1 Construction Stage

During this stage, the consultant's key responsibilities will be for the administrative and technical implementation of the project on behalf of Client through management and supervision of the selected contractor in align with the stipulated time prescribed in the construction contract. The key responsibilities of the consultant during this stage are as follows (but not limited to:

- (a) Review the Construction contract and provide feedback to the client in respect to drawbacks and improvements.
- (b) Advice and assist in obtaining all the necessary documents from the awarded contractors for the fulfillment of the legal and contractual requirements such as but not limited to work schedule (with manpower plan, equipment schedule, & material supply schedule), guarantees, list of contractor's representative & personnel's, work methodologies, quality Management plan, safety, health and environment plan, payment milestone schedule, cash flow forecast, etc.
- (c) Organize and manage the kick-off meeting (start-up meeting) and conduct regular weekly meetings and management meetings (upon request) with the contractor.
- (d) Maintain minutes and records of all meetings and discussions held with the contractor and forward the same to client highlighting any key issues that were or need to be addressed with regards to such meeting and discussions.
- (e) Maintain correspondence of all letters and mails, and ensure timely reply of the same
- (f) Maintain design submissions, forward to the client or client's design consultant same and ensure timely reply of the same.
- (g) Coordinate with service providers, to assist the contractor in fulfilling the contract obligations in respect to requirement of the service providers.

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- (h) Carry out detailed checking and verification of the setting-out of the client's contractor work in conjunction with data available with Client and consultant, with respect to any additional reports, studies or guidelines to ensure conformity with the requirements.
 - (i) Implement a system of monitoring and quality assurance and quality control of the Project to ensure the details of the work is being carried out as per planned scheduled and in aligned with the required drawings and technical specifications, and maintain a permanent record of all progress, inspection, instructions, reports and approval forms
 - (i) Carry out regular inspections of the contractor's equipment, plant, machinery, installations, manpower and other requirements to ensure compliance with the agreed contract details.
 - (ii) Implement a system of monitoring the progress of work based on computer-based project management techniques.
 - (iii) Monitor the day to day site activities progress, site conditions, site incidents, issue site instruction, notice to correct in respect to work progress, safety, environmental and technical matters.
 - (iv) Maintain an up-to-date status all activities related to work, to be made available to Client when needed.
 - (v) Carry out comprehensive technical inspections of the works by carrying out and certify construction activities to ensure the quality and conformity as per the drawings, standards and specifications given in the contract
 - (vi) Carry out comprehensive technical supervision of the works by carrying out regular site visit and to assess, instruct, check and certify all laboratory and field tests to ensure the quality and conformity as per the standards and specifications given in the contract.
 - (vii) Maintain material approval submissions and approve/comments the submissions to ensure to ensure the quality and conformity as per the drawings, standards and specifications given in the contract
 - (viii) Supervise and ensure that the contractor complies with all measures required in terms of safety and care of the labor force, environmental aspects and the existing population on Hulhumalé.
 - (j) Investigate and initiate early remedial actions with regards to any delays in the execution or if falling behind from the original schedule with such delays or remedial measure to be documented and forwarded to Client at the earliest.
 - (k) Take immediate measures to firstly notify Client of any non-compliance in terms of the agreed Standards and specifications for all components of the works being carried out by the contractor, to take any immediate

remedial measures to rectify the discrepancy and to follow-up to ensure no further repetition of such issues.

- (l) Evaluate variations, contractor's proposal and carryout value engineering, issue variations orders and/or work orders on behalf of the client.
- (m) Verify all advance, interim, variations, and final payment at completion to be released by Client to the contractor, and maintain a permanent record of all such measurements/inspections of the work quantities, tests and any other records as per the requirements in the contract for the verification of the payments.
- (n) Maintain up to date records of completed and remaining work to be carried out, and monitor expected Project costs based on work carried out, ongoing and work pending.
- (o) Plan and monitor the expected payment schedule to ensure Client has adequate information to manage the cash flow to ensure sustained operations of the contract as per the original schedule.
- (p) Maintain and manage Claims ensuring timely respond of contractor's notice of claim and detail claim throughout the project and timely issuing of notice for claim on behalf of the client and preparation of detail claim on behalf of the client.
 - (i) Review and analyze the Contractor's and Employer's claims and notices and provide expert opinion
 - (ii) Preparation, defense and negotiation of contractor's claims for extension of time, indirect (consequential loss) and direct loss and/or expense, or general damages.
 - (iii) Preparation, defense and negotiation of Employer's claims for extension of time (defect notification period), indirect and direct loss and/or expense, or general damages.
 - (iv) Assist/advise the Employer in the assessment of Contractor's claims and provide expert opinion
 - (v) Assist/advise the Employer in the preparation and substantiation of Employer's claims
 - (vi) Assist in preparation of negotiating planning and negotiations with the Contractor for amicable settlement a fair determination.
 - (vii) Review and analyze Contractor's and Employer's claims case and give advice and expert opinion whether to proceed with Adjudication process, arbitration and litigation.
 - (viii) Advising the Client with the matters related to any disputes or any work or matter arise due to taking of any step in or towards litigation or arbitration relating to the works.
- (q) Prepare final inspection report including defect lists and verify rectification of same and issue of taking over certificate.

- (r) On completion of the works, certify the final completion certificates and obtain the final drawings, documents, charts, calculations, photos, videos, recorded drawings, Operation and Maintenance Manuals, and any other relevant information from the contractor and forward to Client prior to conclusion of the Project.

3.3.2.2 Maintenance Stage

- (a) Carryout defect inspection, prepare defects list and submit the same to the contractor and client at time of practical completion and just prior to expiry date of maintenance period (as brought to notice by the Client) and verify rectification of same.
- (b) Verification of all payment related to final account to be released by Client to the contractor and issue of Performance certificate.

3.3.3 PART II: ADDITIONAL SERVICES

In the event the Construction stage exceeds the maximum prescribed period for the Part III- Construction stage, the consultant shall continue his services at the same rate that is agreed for the construction period

3.3.3.1 Deliverables

The following covers a broad list of key deliverables required from the consultant either as parts of the consultant's direct work or outputs delivered from the contractor through the Consultancy Service. The Deliverables should be delivered separately for each sections if the contractor carries out the Sections successively.

3.3.3.2 Construction Stage

- 3.3.3.2.1 A commencement report outlining drawbacks and improvements of the contract, possible variations, potential claims and risk within 14 days of commencement of Construction work or assignment of service.
- 3.3.3.2.2 Minutes of meeting (signed by contractor, consultant and employer) for all meetings mentioned under Scope of Service
- 3.3.3.2.3 Daily reports, showing the work carried with progress percentage for each work, number of direct and indirect manpower separately for each classes, machineries, plant and equipment, weather condition, and any other incident happened at site. Reports to be obtained from contractor and submitted to client by end of each week.
- 3.3.3.2.4 Monthly progress reports, (i) showing the progress; outlining the work carried out over the month with photos, percentage progress with respect to the planned schedule, highlighting any deviation, be it actual or foreseeable & Milestone achieved, propose any changes required in the schedule due to extraneous reasons beyond the control of the contractor (ii) addressing quality control/assurance measures taken; with test reports, approved materials providing, site instructions, (iii) addressing health, safety and environment measures taken; with incident/accident reports, toolbox talk, (iv) payments and claim status; payments applied and paid, Claims and variations, cash flow summaries for ongoing works, (v) details of materials brought at site and shipments, and (vi) weather report. Reports to be obtained from contractor and submitted to client by 5th day of every month
- 3.3.3.2.5 Certificates for advance payments, interim payment with progress bill & quantity statement (measurement sheet/inspection sheets) and any other document required for the verification of the payment certificate within the stipulated time in the construction contract.
- 3.3.3.2.6 Final report within 21 days of the completion.
- 3.3.3.2.7 Final quantity statement (measurement/inspection reports) works carried within 28 days of the completion.
- 3.3.3.2.8 Defects list at time of practical completion and submit its rectification report within 21 days of the completion.
- 3.3.3.2.9 Certificate for final payment for construction works to be released by Client to the contractor within the stipulated time in the construction contract.

3.3.3.2.10 Final as-built drawings (Civil, Architectural and Services), Operation and Maintenance Manuals for the project/sections within the stipulated time in the construction contract.

3.3.3.3 Maintenance Period

3.3.3.3.1 Defects list just prior to expiry of maintenance period and submit its rectification report.

3.3.3.3.2 Verified payments related to final account to be released by Client to the contractor.

3.3.4 Duration

The consultant is expected to provide their services for a period of 1080 calendar days for construction period, and expected to provide additional service for extended period of construction contract, plus 14 months for maintenance period.

3.3.5 Consultant's Qualification and Team

3.3.6 Qualification and experience

3.3.6.1 The Consultancy firm should be in operation at least for 1 year.

3.3.6.2 All members of the team should have a minimum years' of experience stipulated in the table below & must have worked on at least 5 projects of similar scope after acquiring the required qualification educational certificate (graduation).

3.3.6.3 The Consultant shall engage minimum 1 Site engineers for each section dedicated for this project. The Consultant must ensure that the required, professional, technical and administrative inputs, required to deliver on the project are considered, made available when required during (to fulfill the Deliverables) throughout construction period and the Maintenance stage.

3.3.6.4 The Consultant shall provide sufficient evidence and detail of qualifications, certification, experience and availability for personnel, which must be available for the required time. Where personnel are no longer available, the Consultant must provide similar evidence to assure that replacement personnel are of similar or exceed the qualifications and experience of the previously submitted. HDC reserves the right to accept or reject based on changes to the Consultant personnel.

3.3.6.5 The Consultant shall provide evidence satisfactory to HDC and as outlined in the Bidding document to indicate the following:

- Qualifications of the personnel
- Certifications of the personnel

- CV of the personnel
- Professional registrations
- Project experience certificates
- The Consultancy Team (the "Consultancy Team") shall consist of the following key personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified below:

The Consultant team should consist the following minimum number of personnel for one section

Proposed Position	Minimum Desirable Qualification	Total years of experience after graduation	Experience in similar works after graduation	Number of Positions required
Project manager	Degree in (Construction) Project Management or Degree in Construction related field.	10 years in (Construction) Project Management	10 years	1
Civil Engineer	Bachelor degree in civil engineering	10 years	5 years	1
Quantity surveyor	Bachelor degree in Quantity surveyor OR Civil Engineering, Construction Management, Project Management (Construction Field), Architect, Building Construction, any other Construction related field.	7 years in Quantity surveyor	5 years	1
Site engineers	Diploma in civil engineering/architect/construction management	5 years	5 years	3
Administrative staff	Completed A level	2 years	2 years	1

The Consultant shall engage minimum 1 Site engineers for each section dedicated for this project. The Consultant shall make the other team members available in order to full the deliverables.

Failure to meet the requirement given for "consultant's qualification and team" (Clause 3.6.2 of this ITB) will lead to disqualification of the bid.

3.3.7 Payment Terms

3.3.7.1 Construction Stage

The consultant should quote three lump sum amounts separately for each three section of work for the construction stage in the bid documents. This lump sum amounts will be distributed monthly throughout the construction stage for each section separately and payment will be made on monthly basis during the construction period. Also, the monthly payments will be settled upon completion of the deliverables stated in the Maintenance Period. From each bill amount, 5 % will be retained up to a limit of 5 % of the total quoted lump sum amounts separately for each section. Half of this total retained will be released at the completion of the section.

3.3.7.2 Maintenance period

The remaining half of the retained amount will be released after the completion of maintenance period.

3.3.7.3 Payment Schedule

Activity Stages	Milestones	Section I	Section II	Section III	Payment Terms
Construction Stage	Monthly fee for the performance of deliverables 3.3.3.2.1 to 3.3.3.2.8	[Enter lump sum figure]	[Enter lump sum figure]	[Enter lump sum figure]	Lump sum figure to be distributed throughout the same construction project duration and paid on a monthly basis with 5% of payments withheld
	Payment upon completion of deliverable 3.3.3.2.9				
Maintenance Stage	Payment upon completion of deliverable 3.3.3.3.1 Payment upon completion of deliverable 3.3.3.3.2				Release balance 50% of the total cumulated retention money upon completion of the maintenance stage.

3.3.8 Attachments

- Drawings

4. INSTRUCTION TO BIDDERS

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 bidders who 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:
- 4.5.1.1 Bid Form
- 4.5.1.2 Bid Data
- 4.5.1.3 Employer's Requirement
- 4.5.1.4 General
- 4.5.1.5 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 4.15.2.

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 4.5.1 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 4.12.3.

4.12.2 Any bid not accompanied by the bid security as required under Clause 4.12.1 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

4.12.5.1 if the bidder withdraws his bid.

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

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

4.12.5.3.1 sign the Agreement, or

4.12.5.3.2 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 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 or a financial institute selected by the bidder and 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:
- 4.28.1.1 defines, for the purposes of this provision, the terms set forth below as follows:
- 4.28.1.1.1 “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
- 4.28.1.1.2 “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;
- 4.28.1.2 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;

- 4.28.1.3 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.
- 4.28.1.4 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 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:

$\text{Price Score} = \frac{\text{Lowest proposed total price from among the bids received}}{\text{Particular Bidder's proposed total price}} \times (\% \text{ in Bid Data})$
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- 5.2.1.4 In the event where HDC feels that the bid prices are higher, it reserves the right to cancel the Bids.
- 5.2.1.5 Proposed Delivery Period, and the remaining bidders will be awarded points on a pro rata basis in descending order.
- 5.2.1.6 The formula thus used for the computation of the score is as follows:
- 5.2.2 Experience (Percentage of the total score as defined in the Bid Data)
- 5.2.2.1 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 Big Data.
- 5.2.2.2 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.

- 5.2.2.3 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.
- 5.2.2.4 Past experience simply stated in tabular or other format will not be awarded any points.
- 5.2.2.5 The experience should have been acquired within the time period as given in the Bid Data clause 2.21.
- 5.2.2.6 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
- 5.2.2.7 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.
- 5.2.2.8 The formula thus used for the computation of the score is as follows:

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

- 5.2.2.9 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.