



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

### **BID FOR:**

**“Supply and Installation of Elevators for  
Vinares Housing Project in Hulhumale,  
Phase II”**

**ANNOUNCEMENT NUMBER: HDC (161)-PWM/IU/2021/557**

ANNOUNCEMENT DATE: 21<sup>st</sup> 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	<p><b>Bid Title:</b> Supply and Installation of Elevators for Vinares Housing Project in Hulhumalé, Phase II</p>
2.2	<p><b>Name and Address of the Employer:</b></p> <p style="text-align: center;">Housing Development Ground Floor, HDC Building Hulhumalé, Maldives</p>
2.3	<p><b>Contact Details for Further Information:</b></p> <p style="text-align: center;">Procurement Department Housing Development Corporation Ltd. HDC Building Hulhumalé, Maldives Tel: (960) 335 5369, (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 is total 06 Calendar Months.</p> <p>Any bid proposing a delivery period which exceeds the above will be disqualified.</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 0.5% 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> <p>HDC reserves the right to cancel the Bid/Contract, if the delivery time is delayed by more than 10 working days from the agreed delivery date.</p>
2.6	<p><b>Bid language:</b></p> <p>English</p>

2.7	<p><b>Bid Currency &amp; Estimate Budget:</b></p> <p>All prices are to be quoted in Maldivian Rufiyaa (MVR)</p>
2.8	<p><b>Period of Bid validity:</b></p> <p>90 Calendar days from the date of bid submission.</p>
2.9	<p><b>Amount of Bid Security:</b></p> <p>Bid security of this project is MVR 200,000.00 (Maldivian Rufiyaa Two 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>For the successful bidder, the Guarantee shall be returned after signing of contract.</p> <p><b>Bid Security Validity:</b></p> <p>Bid security shall be valid till 14<sup>th</sup> March 2022, a minimum of 118 calendar days from the date of Bid Submission</p> <p>BID VALIDITY (90 Calendar days) + 28 DAYS (as stated in ITB-04 Clause 4.12.1) = 118 Calendar days</p>
2.10	<p><b>Pre-Bid meeting and Site Visit:</b></p> <p>A pre-bid meeting will be held as follows:</p> <p><b>Date &amp; Time: 27<sup>th</sup> October 2021, 11:00 Hrs</b></p> <p><b>Pre-Bid session will be conducted via Zoom Meeting.</b></p> <p>Register in advance for this meeting:</p> <p>Link: <a href="https://us06web.zoom.us/meeting/register/tZlucO-trTgjHd3fJQFaR9RSriGJayvPj8KQ">https://us06web.zoom.us/meeting/register/tZlucO-trTgjHd3fJQFaR9RSriGJayvPj8KQ</a></p> <p>After registering, you will receive a confirmation email containing information about joining the meeting.</p>
2.11	<p><b>Number of copies of the Bid to be completed and returned:</b></p> <p>One Copy</p>
2.12	<p><b>Employer's Address for the Purpose of Bid submission:</b></p> <p style="text-align: center;">Housing Development Corporation Ltd. Reception, Ground Floor, HDC Building Hulhumalé, Maldives</p>
2.13	<p><b>Deadline for Clarification of Bid Documents:</b></p> <p>The bidders can send written queries via email to <a href="mailto:tenders@hdc.com.mv">tenders@hdc.com.mv</a> before 12:00hrs, 31<sup>st</sup> October 2021.</p>

2.14	<p><b>Registration for Bid Submission:</b></p> <p>Not Required</p>
2.15	<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, Maldives</p> <p style="text-align: center;"><b>Date:</b> 16<sup>th</sup> November 2021</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>
2.16	<p><b>Standard form and amount of PERFORMANCE SECURITY acceptable to the Employer:</b></p> <p>Performance security of this project is 05% of total contract value 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>The Contractor shall ensure that the Performance Security remains valid and enforceable throughout the contract period until the issue of the Performance Certificate and clearance of site after completion.</p>
2.17	<p><b>Contract Type and Payment Terms:</b></p> <p>The contract shall be a Lump Sum Contract. Contractor may submit invoice once a month and shall be paid within 30 days upon receipt of invoice subject to inspection and certification by the Employer. Refer 3.7 of Employer's Requirement for payment mechanism.</p> <p><b>Advance Payment:</b></p> <p>15% 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>Advance guarantee shall remain valid and enforceable until the advance payment has been repaid. The advance payment will be recovered through deduction of 15% of the amount of each payment certificate (excluding the advance payment and deduction and repayment of retention).</p> <p><b>Retention Monies:</b></p> <p>Retention will be deducted at 10% (ten percent) of each and every interim payment, up to a maximum of 5% (five percent) of the final contract sum. Half of retention will be released upon completion of projects and remaining will be released upon completion of defects liability period, subject to making good all defects.</p>

	<p><b>Defects Liability Period/Maintenance Period:</b> The defects liability period will be 24 Calendar months after practical completion and handover of the works.</p>										
2.18	<p><b>Bid Evaluation and Awarding Method:</b>  Items will be evaluated and awarded collectively</p>										
2.19	<p><b>Eligibility:</b></p> <ol style="list-style-type: none"> <li>1. Only 100% Maldivian Shareholding parties are eligible to submit proposal for this tender.</li> <li>2. The Company should have been in operation since at least <b>3 (Three)</b> years prior to the date of Bid Submission.</li> <li>3. The bidder should have completed at least <b>2 (Two)</b> projects similar to the nature and scope of this project.</li> <li>4. The Company should be registered as a Vendor at HDC prior to bid submission.</li> <li>5. The company shall have a minimum 3 years' experience of lift service maintenance.</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>disqualification of the bid</b>.</p> <ol style="list-style-type: none"> <li>a) Bid Form (Completed and Signed)</li> <li>b) Company Registration Certificates.</li> <li>c) Company profile information Sheet issued by Ministry of Economic Development with sign and seal. (For Companies and Partnerships)</li> <li>d) Copy of National Identification Card (For Sole Proprietors)</li> <li>e) The past experience should be supported by submitting Documents signed by previous Customers indicating the completion date.</li> <li>f) GST Registration certificates</li> <li>g) Tax Clearance Report (Past 3 months from the date of bid submission)</li> <li>h) Original Bid Security as per ITB-Part 02, Clause 2.9</li> <li>i) The contractor shall submit minimum of 2 years of Service warranty</li> </ol> <p><b>Late submission of any of the above-mentioned documents will not be entertained.</b></p>										
2.20	<p><b>Bid Evaluation Criteria</b></p> <table border="1" data-bbox="386 1493 992 1787"> <thead> <tr> <th>Criteria</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Price</td> <td><b>70%</b></td> </tr> <tr> <td>Experience</td> <td><b>20%</b></td> </tr> <tr> <td>Delivery</td> <td><b>10%</b></td> </tr> <tr> <td><b>Total</b></td> <td><b>100%</b></td> </tr> </tbody> </table>	Criteria	Percentage	Price	<b>70%</b>	Experience	<b>20%</b>	Delivery	<b>10%</b>	<b>Total</b>	<b>100%</b>
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2.21	<p><b>Time period and maximum value of sales considered for awarding points for Experience.</b></p> <p>Maximum Time period considered: [8 Years]</p> <p>Maximum limit of accumulated sales value of similar works within the above time period: MVR 50,000,00.00 (Maldivian Rufiyaa Fifty 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><b>Delivery Address</b></p> <p>Housing Development Corporation Ltd Reception, Ground floor, HDC Building Hulhumalé, Maldives</p>

### 3. EMPLOYER'S REQUIREMENT

#### 3.1. Project Details

The Project consists of the supply, installation and commissioning of elevators for *Vinares* Housing Project in Hulhumalé, Phase II, to complete and ready for operation as per specifications provided.

#### 3.2. Site Data

- *Vinares* Housing Project is an ongoing mix-residential development of 10 buildings, consisting of total 1344 housing units. Ground and First floors of each building is dedicated for commercial and parking facilities.
- Project site is located Hulhumalé Phase II Lot numbers 20507, 20508 & 20509.
- Each building requires one (1) elevator accessible to the commercial and parking floors (Ground and First floors).
- Lift wells will be constructed on site.

#### 3.3. Scope of Work

##### A. General:

The general scope of project is to supply and install elevators to complete and ready for operation as per approved designs and specifications.

The works shall include, but not limited to the following.

- Supply and installation and testing and commissioning of elevators and all associated works to complete to 10 buildings, as per approved specifications.
- Complete all internal finishes of elevator including wall, ceiling, flooring and handrails to complete as per approved specifications.
- Design, supply and installation, testing and commissioning of all associated electrical works including cabling up to and connection to panel board including all associated charges as per approved specifications.
- Provide backup battery and mechanism for the car to automatically move to the nearest floor to aid in the evacuation of passengers.
- Provide two (2) years services warranty and maintenance after installation.
- Contractor shall provide a letter from a local party that regular elevator maintenance works can be carried out locally.

##### Note:

- Contractor may propose alternatives to the proposed specifications subject to acceptance and approval of the Employer.

The Contractor shall visit and inspect the site and identify the existing site condition. The Contractor shall submit a full cost breakdown for all the works based on the site condition.

The Contractor shall design (wherever applicable), fabricate, supply and execute the construction and installation of various works, equipment, systems, and furniture necessary to complete and make ready for operation as per the approved technical drawings, specifications, and Conditions of contract, and in compliance with applicable standards and codes and requirements of relevant authorities for the Project.

The Contractor shall verify the requirements and prepare the designs and specifications and obtain approval from the Employer, prior to supply and installation works. Contractor shall also prepare all necessary shop drawings for the completion of the Works. Contractor shall not deviate from the approved technical design & specifications without prior approval from the Employer.

The Contractor shall provide all necessary labour, supervision, materials and other equipment to accomplish the following works by utilizing trained employees, directly employed, supervised and scheduled by the Contractor. The Contractor will be expected to provide food and lodging for all management staff and labour at site. The Contractor will have to conform to the Laws of the Republic of Maldives in all respects in executing the works.

All the facilities and systems to be constructed/installed and completed in the Works should be tested on completion.

The Contractor shall dispose of any debris or waste materials as per WAMCO guidelines or any other means arranged by the Contractor.

### **3.4. Contractor's Documents**

Following are the Contractor's Documents that need to be completed by the Contractor before handover of completed project.

- As-built technical drawings (1 set each of hard copy and soft copy).
- Electrical load calculations and associated electrical design works and specifications stamped by licensed Engineer and including necessary approvals from authorities.
- Technical specifications and operation and maintenance manuals.
- Letter from a local party that regular elevator maintenance works can be carried out locally, stating the duration of the maintenance commitment.

### **3.5. Programme**

The Contractor shall submit a detailed time programme to the Employer within 7 days after receiving the notice for "Commencement of Works". Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include:

1. The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, Procurement, construction, erection and testing.



2. A supporting report which includes a general description of the methods which the Contractor intends to adopt and of the major stages in the execution of the Works.
3. An activity in the programme shall not exceed more than 30 days.

Unless the Employer, within 7 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme subject to his other obligations under the Contract.

If at any time the Employer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Employer in accordance with this Sub-Clause.

### **3.6. Work Progress**

The work progress and quality of work will be inspected by the Employer throughout the project duration, to check whether the Works conform with the above-mentioned documents. The Employer will share forms via which inspections shall be requested by the Contractor.

The actual work progress will be determined by the Employer in reference to the submitted Work Program.

### **3.7. Payment**

15% 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.

Contract sum shall be paid in minimum 7 monthly instalments after the Commencement of the project. For payment, the Contractor shall submit an invoice to the Employer, at the end of every month, in a form approved by the Employer, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include a relevant report on progress. Prior to payment, the Employer shall certify the value of Works completed after conducting a joint inspection with the Contractor and payment shall be made as per below.

- (a) If the value of Works certified for that particular month is lower than the amount stated in the Monthly Payment Schedule, the payment shall be made according to the value of Works certified.
- (b) If the value of Works certified for that particular month exceeds or meets the value stated in the Monthly Payment Schedule, the payment shall be made according to the Monthly Payment Schedule without addition.

### **3.8. Attachments**

- Specification requirement
- Location plan

### 3.9. Additional Information

Contractor should check the requirement and verify if any additional items are required to complete the project and inform to HDC during the Tender inquiry period.

Contractor shall inspect and assess the site prior to submitting proposal and clarify all information necessary. The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of his tender for the works and of the lump sum price stated in the quotation, which shall be inclusive of all ancillary and other works and expenditure whether separately or specifically mentioned or described in these Requirements and Contract documents or not, which are either indispensably necessary to carry out and bring completion of the Works described in the Contract documents or which may contingently become necessary to overcome difficulties' before completion.

The contractor shall also examine the accessibility of routes to site, nearest material unloading and loading ports/harbor, and take all these matters in to considerations. The contract sum shall be inclusive of such considerations.

The project site is located at Hulhumalé Phase II and the buildings are currently under construction. The contractor will be given access to site area giving the site boundaries as per the contract. It is expected that multiple contractors will be working in the same buildings simultaneously. The contractor shall assess and take in to consideration the difficulties and challenges in respect to all these site conditions. The contract sum shall be inclusive of such considerations.

The Contractor should examine the accessibility of temporary and permanent services. Regarding temporary connections, it is contractor's responsibility to obtain the temporary water and electricity from the service providers, to carry out the construction works and terminate all the temporary connections when the project is completed. All the cost should be borne by the contractor including initial setup costs and ongoing monthly bills. If such services are not available in the site area contractor shall provide on Contractor's own cost alternative methods to obtain electricity, water and any other utility service which is required to complete the work.

All materials shall be approved by Employer prior to commencing works on site. The contractor shall submit a sample with all necessary information including specification/manual/tests certificate etc. to the employer for material approval.

Contractor shall pay all the applicable duties, taxes such as Goods and Services Tax (GST), Withholding Tax (WHT), Business Profit Tax (BPT), other levies empowered by the Maldivian Government for the execution and completion of the whole works and remedying of any defects therein.

No temporary land will be allocated Contractor's temporary facilities, plant, machinery, vehicles, etc. All necessary logistics & safe transportation of materials to the site shall be part of Contractor's scope & respective costs shall be included in the Contract amount.

Contractor should take all necessary safety measures when carrying out the construction works. Contractor shall also abide to the guidelines of the municipal and relevant local authorities when carrying out the works.

The contractor shall assess and take in to consideration the difficulties and challenges in respect to Pandemic COVID-19 during execution of the contract. The contract sum shall be inclusive of such considerations.

## 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**
- 4.2.1.1 This invitation for Bids is open to Bidder 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 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 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).

**4.29 Conflict of Interest**

4.29.1 No employee of HDC should be involved in any business transaction between the Corporation or a bidder, supplier or contractor if the transaction has a direct or indirect commercial benefit to the employee. Any such bid will be rejected during the evaluation stage.

**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:

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

### 5.2 Bid Evaluation Criteria:

#### 5.2.2 Price (70%)

- 5.2.2.1 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.
- 5.2.2.2 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.
- 5.2.2.3 The formula thus used for the computation of the score is as follows:

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

- 5.2.2.4 In the event where HDC apperceive that the bid prices are higher, it reserves the right to cancel the Bids.

#### 5.2.3 Experience (20%)

- 5.2.3.1 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.
- 5.2.3.2 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.
- 5.2.3.3 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.

- 5.2.3.4 Past experience simply stated in tabular or other format will not be awarded any points.
- 5.2.3.5 The experience should have been acquired within the time period as given in the Bid Data clause 2.21.
- 5.2.3.6 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
- 5.2.3.7 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.
- 5.2.3.8 The formula thus used for the computation of the score is as follows:

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

- 5.2.3.9 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.

#### **5.2.4 Delivery Period (10%)**

- 5.2.4.1 A Delivery Period must be proposed by the bidder. Failure to do so, WILL lead to rejection of the bid at the evaluation stage.
- 5.2.4.2 The Delivery Period proposed, shall not exceed that given in the Bid Data (Clause 2.4).
- 5.2.4.3 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.

5.2.4.4 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.

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

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