



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

### **BID FOR:**

# **Supply and Installation of Integrated Data Center Infrastructure**

**ANNOUNCEMENT NUMBER: HDC (161)-PWM/IU/2021/522**

ANNOUNCEMENT DATE: 12<sup>th</sup> October 2021

BID OPENING DATE & TIME: Please refer to Bidding Data

BID OPENING VENUE: Please refer to Bidding Data

## 1. 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 Integrated Data Center Infrastructure</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). Points will be awarded for early completion/delivery.</p> <p>The maximum delivery period allowed under this bid is 90 Calendar Days.</p> <p><b><u>Any bid proposing a delivery period which exceeds the above will be disqualified.</u></b></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:</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 50,000.00 (Maldivian Rufiyaa Fifty 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 <b>28<sup>th</sup> February 2022</b>, 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: 20<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/tZMrf-usqzMqEtZ6UEEIpLpAfcP7rLE1W50">https://us06web.zoom.us/meeting/register/tZMrf-usqzMqEtZ6UEEIpLpAfcP7rLE1W50</a></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><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>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 <b>12:00hrs, 24<sup>th</sup> October 2021</b></p>
2.14	<p><b>Registration for Bid Submission:</b></p> <p>Registration for bid submission is not required.</p>
2.15	<p><b>Venue, Time, and Date of Bid Submission and 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> 02<sup>nd</sup> November 2021</p> <p style="text-align: center;"><b>Time:</b> 13:00 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 15% 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>Performance security shall remain valid through the proposed delivery period + 30 Calendar Days.</p>
2.17	<p><b>Contact Type:</b></p> <p>The contract shall be a Lump Sum Contract. Payment will be made within 30 days upon receipt of items and tax invoice.</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. Any locally registered company can submit proposal for this tender.</li> <li>2. The Company should be registered as a Vendor at HDC prior to bid submission.</li> <li>3. The bidder should have completed minimum 1 (one) project of Integrated Data Center Infrastructure supply and installation experience.</li> <li>4. The company should have been in operation since at least 6 (Six) months prior to the date of bid submission</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 &amp; signed</li> <li>b) Copy of Company Registration Certificate</li> <li>c) GST Registration certificates</li> <li>d) Tax Clearance Report (Past 6 months from the date of bid submission)</li> <li>e) Company Profile Information sheet issued by ministry of Economic Development with sign and seal (For Companies and Partnerships)</li> <li>f) Copy of National Identification Card (For Sole Proprietors)</li> <li>g) Original Bid Security</li> <li>h) The past experience should be supported by submitting Documents signed by previous Customers indicating the project value, duration and completion date.</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="337 1390 940 1675"> <thead> <tr> <th>Criteria</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Price</td> <td><b>70</b></td> </tr> <tr> <td>Delivery</td> <td><b>10</b></td> </tr> <tr> <td>Experience</td> <td><b>20</b></td> </tr> <tr> <td><b>Total</b></td> <td><b>100%</b></td> </tr> </tbody> </table>	Criteria	Percentage	Price	<b>70</b>	Delivery	<b>10</b>	Experience	<b>20</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: [10 Years]</p> <p>Maximum limit of accumulated sales value of similar works within the above time period: MVR 3,000,00.00 (Maldivian Rufiyaa Three 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 Overview**

This document covers specification of the design, supply and implementation of an intelligent integrated data center infrastructure for Housing Development Corporation

#### **3.2. General Description**

Supply, install, test and commission of Intelligent Integrated Data Center Infrastructure essentially includes internal redundant power supplies, environmental controls (e.g., cooling system, fire suppression, smoke detection, water leak detection, humidity sensor, intelligent monitoring system, security devices, etc.)

#### **3.3. Scope of Work**

The scope of work includes design, supply, install, test and commissioning of the complete system and related accessories including but not limited to:

- All server racks must get power feed from two independent 10kVA UPS systems to ensure redundancy.
- Aisle containment should be integrated infrastructure with inbuilt cold and hot aisle containment.
- All systems shall be tested in factory as per the manufacturer's recommended procedure for all operating parameters and the test results to be provided during installation.
- Delivery at site, unloading, handling, installation of complete system. This includes the interconnection from UPS system to input/output panels' switches.
- Energization of UPS and battery bank commissioning.
- Service backup by engineer till system is fully operational and subsequently training is to be provided to concerned persons of the company.
- Any defect of the system hardware and associated software during the warranty period shall be covered (including software upgrades).
- Acceptance tests will be carried out after installation and the systems will be taken over only after successful completion of the acceptance test.
- Operation and service manuals of the systems containing technical electronic drawings circuit diagrams complete in all respects shall be supplied in English language.

### 3.4. Specification

<b>IT Load</b>	10KVA of IT Load (solution should include at least 2 racks for IT Load)
<b>IT Rack Cabinets</b>	<p>The solution should have minimum of 84U of usable rack space to accommodate IT and network devices.</p> <ul style="list-style-type: none"> <li>• 2 units, 42U racks.</li> <li>• Racks should be place in single row</li> <li>• Racks must be filled with blank fillers</li> </ul>
<b>Cooling System</b>	<p>2 units, 10KW rack mountable air-cooling system</p> <ul style="list-style-type: none"> <li>• Configuration - N+1 active-standby setup for redundancy</li> <li>• Outdoor Units – Wall mounted or Floor stand</li> <li>• Emergency fan runs by UPS backup battery in case of main power outage</li> </ul>
<b>UPS System</b>	<p>2 units, 10KVA rack mountable UPS.</p> <ul style="list-style-type: none"> <li>• Backup Time- 1 Hour Runtime with 10kVA IT Load (with Additional Rack Cabinets if required)</li> <li>• Configuration- N+1 Setup (10kVA + 10kVA) Rack mounted as a part of the integrated Data center</li> <li>• Maintenance Bypass - Standard</li> </ul>
<b>PDU</b>	<p>4 units, Full height rack mountable PDU</p> <ul style="list-style-type: none"> <li>• 2 units, PDU in each IT rack cabinet (provide redundancy)</li> </ul>
<b>Monitoring</b>	<ul style="list-style-type: none"> <li>• IP based Centralized Monitoring</li> <li>• Should Support SNMP Communication</li> <li>• Should Include Environmental Controls: - Smoke Detector, Water Leak Detector, Temperature/Humidity Detector, Cabinet Door Sensor, In Room Monitoring and management facility</li> <li>• SMS and Email Alert Notification System - Integrated to Centralized Monitoring System</li> </ul>
<b>Fire detection and suppression</b>	<ul style="list-style-type: none"> <li>• Rack Mounted Fire detection and suppression system</li> <li>• All the cabinet Doors Must be Open Automatically In case of Fire Incident</li> </ul>
<b>Security &amp; Access Control</b>	<ul style="list-style-type: none"> <li>• Biometric access control system <ul style="list-style-type: none"> <li>○ Should be IP based access control system</li> <li>○ Should be configurable for user defined access</li> </ul> </li> <li>• CCTV camera with minimum 30 days recording (rack mountable NVR should be integrated with DC management system)</li> </ul>
<b>Others</b>	<ul style="list-style-type: none"> <li>• Electrical Power cabling from main DB to rack containment and any other components required (e.g.: ELCB, MCB circuit breakers).</li> </ul>



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	<ul style="list-style-type: none"><li>• Power cables including the input power cables, power cables from the UPS to the battery switch, battery cabinet power cables, air conditioner power cables, PDU power cables, AC power cables and Ground cables, etc.</li></ul>
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### 3.5. Installation

- The entire system shall be installed as per manufacturer's recommendations and instructions.
- All components shall be clearly identified using labels.
- Installation and provisioning should be provided by the vendor certified engineers.
- Electrical Power cabling from main DB to rack containment should be done by the supplier including any other components required (e.g.: ELCB, MCB circuit breakers).
- Move existing IT equipment's/devices to new integrated data center infrastructure (including Servers, Storage and other network devices as per the instruction from HDC)

### 3.6. Testing and Commissioning

- Under supervision of manufacturer authorized representative, all system functions, operations, protective features shall be checked and preset to ensure compliance specifications.
- Test the system as per recommendations and test listed below using pre-calibrated instruments:
  - Load simulation.
  - Simulation of malfunctions to verify protective device operations.
  - Duration of power supply on emergency. Low battery voltage alarm and shutdown, transfer and restoration of normal power supply.
  - Remote status and alarm tests.
- In case of any test shortfalls faults, the same shall be rectified and test procedure again repeated until satisfactory performance is established.

### 3.7. Drawings and Manuals

Following drawings and manuals / information shall be submitted:

- Manufacturer's data for product, features, components and performance along with the offer.
- Operation and maintenance manuals with:
  - List of recommended spares and replacement components.
  - Detailed operating instructions, covering operations in normal and abnormal conditions.

- Shop drawings showing detail fabrication, assembly of components, internal and interconnecting wiring, dimensions, plans and views and installation details
- Product certificate for brought out items.
- Factory test certificates and inspection report.
- Field test reports.

### **3.8. Cleaning**

On completion of installation and testing the system, all components, cabinets etc. shall be cleaned and unwanted material, debris shall be removed from site. Scratches, dents if any shall be cleaned and touched up to match the original finish.

### **3.9. Training**

A training should be provided to personnel's responsible in operations of the system. The training should include mainly day to day operation and troubleshooting of the system.

### **3.10. Warranty**

Minimum 2 Years' Parts / 2 Years' Service warranty

### **3.11. Experience and Documents Required**

- The supplier must have minimum of 1 (one) project of Integrated Data Center Infrastructure supply and installation experience.
- Manufactures Authorization letter
- Engineers Certificates from the Manufacturer
- General Arrangement Drawings
- Technical Proposal

## 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

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- 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.



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- 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.

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**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.

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## 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



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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.

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**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 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.

### 3. 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:

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

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

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

- 5.2.2.1 A Delivery Period must be proposed by the bidder. Failure to do so, WILL lead to rejection of the bid at the evaluation stage.
- 5.2.2.2 The Delivery Period proposed, shall not exceed that given in the Bid Data (Clause 2.4).
- 5.2.2.3 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.
- 5.2.2.4 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.

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

$\text{Delivery Period Score} = \frac{\text{Lowest proposed delivery period from among the bids received}}{\text{Particular Bidder's proposed delivery period}} \times (\% \text{ in Bid Data})$
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5.1.1 Experience (Percentage of the total score as defined in the Bid Data)

5.1.1.1 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.

5.1.1.2 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.

5.1.1.3 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.

5.1.1.4 Past experience simply stated in tabular or other format will not be awarded any points.

5.1.1.5 The experience should have been acquired within the time period as given in the Bid Data clause 2.21.

5.1.1.6 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

5.1.1.7 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.

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

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

5.1.2.1 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.