

## **SECTION 2: INSTRUCTION TO BIDDERS**

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# **CONSTRUCTION OF PRE-SCHOOL IN HULHUMALÉ PHASE II**

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**Hulhumalé, Republic of Maldives  
11<sup>th</sup> January 2022**

## Section 2. Instructions to Bidders

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## 2.1 Instruction to Bidders (ITB)

		<b>A. GENERAL</b>
<b>1. Scope of Bid</b>	1.1	<p>The Employer, wishes to receive Bids for the <b>CONSTRUCTION OF PRE-SCHOOL IN HULHUMALÉ PHASE II</b> in accordance to the detail designs, specifications and bill of quantities, and remedying the defects therein.</p> <p>The general scope of the project is the construction of a Pre-School in Hulhumalé Phase II in accordance to the detail designs, specifications and bill of quantities, and remedying the defects therein. The Pre-School is a single storey building with a footprint area of 2,045.64 sqm (22,019.06 sqft) having steel columns and roof structure. Major works includes ground and foundation works, masonry, plastering, flooring and finishing works, electrical, plumbing, drainage, firefighting, CCTV, HVAC and other service systems, and all landscaping and external development works within the project boundary.</p>
	1.2	The successful bidder will be expected to complete the Works within the period stated in the Appendix to Tender from Commencement Date.
	1.3	Unless mentioned otherwise, all the documents requested to be submitted as per any of the clauses below and anywhere else in this bid, should be submitted and non-compliance to this may lead to rejection of that particular Proposal at the Bid Evaluation Stage.
	1.4	<p>Unless mentioned otherwise, the Contractor shall bring in all materials, machinery, equipment and necessary labour. The Contractor shall provide food and lodging for all management staff and labour at site. The Contractor shall obtain temporary electricity and water from the local authorities for his own uses. All the cost should be borne by the Contractor including initial cost and monthly bills. If such services are not available in the Site area, the Contractor shall provide on his own cost alternative methods to obtain electricity, water and any other utility service required to complete the work.</p> <p>Works shall be carried out in accordance to the Detail Drawings, Technical Specifications, Bills of Quantities, Conditions of contract and compliance with requirements of relevant authorities.</p> <p>The work progress and quality of work will be inspected by the Employer throughout the Construction Stage, to check whether the Works confirm with the above-mentioned documents.</p> <p>The Contractor will have to conform to the Laws of the Republic of Maldives in all respects in executing the works.</p>
	1.5	Contractor's yard and Contractor's temporary facilities, plant, machinery, vehicles, etc. shall be managed within the project site.

<b>2. Interpretation</b>	2.1	The terms used in these instructions shall have the same meanings assigned to them in Sub-Clause 1.1 (Definitions) and Sub-Clause 1.2 (interpretation) of Section 5- General conditions in the tender documents, subject to any amendments stated in Particular Conditions of Section 6. The words "Tender" and "Bid" are used here interchangeable and shall have the same meaning and likewise any derivative of each shall have the same meaning as the corresponding derivative of the other.
<b>3. Source of Funds</b>	3.1	The Employer will be financing the project.
<b>4. Eligible Bidders</b>	4.1	<p>This invitation to bid is open to local tenderers meeting all the following requirements:</p> <p>(a) The bidder shall not be affiliated with a firm or entity that:</p> <p style="padding-left: 40px;">(i) has provided consulting services related to the Works to the Employer during the preparatory stages of the Works; or</p> <p style="padding-left: 40px;">(ii) has been hired by the Employer for provision of any services for the Works</p> <p>(b) The bidder should be well established and professionally organized companies and should have been in operation since at least 5 (Five) years(s) prior to the date of bid submission.</p> <p>(c) The bidder should have the legal capacity to bid and enter into Contracts. Such bidders shall not at the time of tendering or thereafter be ineligible to bid and enter into Contracts.</p> <p>(d) Should have completed at least 2 projects of similar nature within past 5 Years.</p> <p>(e) The company should be registered as a vendor at HDC prior to bid submission.</p> <p>(f) The bid price should not be higher than the Employer's estimated price</p>
	4.2	<p>Bidders shall provide the following documentation for evidence of eligibility for above matters. Failure to do so may render the Bidder ineligible and lead to <b><u>disqualification of the bid.</u></b></p> <p>(a) Copy of Registration Certificate</p> <p>(b) In case of JV below documents are required.</p> <p style="padding-left: 40px;">i. Board Resolution by both parties.</p> <p style="padding-left: 40px;">ii. Signed agreement between the partners which identifies each member's scope and responsibility.</p> <p>(c) Business profile/ work profile in the format shown in Form 4.1 (General Information), in section 4 (Forms of Bid Qualification Information)</p> <p>(d) Goods and Services Tax (GST) Registration certificate.</p> <p>(e) Tax Clearance Report (Past 6 months from the date of bid submission)</p> <p>(f) Original Bid Security as stated in Section 2, Clause 17</p> <p>(g) Summary of audited financial statement for the last 5 (five) years in the format shown in 4.2.1 of 4.2; Financial Data.</p> <p>(h) Audited financial statements (Certified copies of audited Balance Sheets, Income Statements, and Cash Flow Statements for most recent 5 years/Chartered Accountants Certificates to be enclosed) of the bidder.</p> <p>(i) Completed BOQ</p> <p><b>Late submission of any of the above-mentioned document may not be entertained.</b></p>
	4.3	Bidders are <b>required to produce a signed declaration</b> stating that they have no continuing decreed debt, have not been convicted of theft, fraud and/or

		embezzlement during the last five years. In case of companies and partnerships, the declaration should be for the company, partners, directors, and shareholders of private limited companies. <b><i>Failure to do so may render the Bidder ineligible and lead to <u>disqualification of the bid</u>.</i></b>
<b>5. Qualification of the Bidder</b>	5.1	<p>Each bidder shall submit the following as part of the bid information and confirm that such information has not changed. In any case information concerning the following must be submitted in the formats shown in section 4 (Forms of Bid Qualification Information);</p> <ul style="list-style-type: none"> <li>(a) Evidence of access to lines of credit and availability of other financial resources; (Refer to 4.2.3 of Section 4).</li> <li>(b) Financial predictions for the current year and the two following years, including the effect of known commitments; (Refer to 4.2.4 of Section 4).</li> <li>(c) Any current litigation in which the bidder is involved in the format shown in Form 4.3 of Section 4; Litigation/Arbitration.</li> <li>(d) Names and qualifications of senior management and technical personnel in the bidder's organization in the format shown in the FORM 4.7: STAFF PROPOSED FOR EXECUTION OF THE WORKS.</li> <li>(e) Declaration of Conflict of Interest in the format shown in 4.10 of Section 4: DECLARATION OF CONFLICT OF INTEREST.</li> </ul> <p><b>Late submission of any of the above-mentioned documents may not be entertained.</b></p>
	5.2	To be qualified for award of the Contract, bidders shall submit a written power of attorney/Resolution by the Board of Directors of the Company authorizing the signatory of the bid to commit the bidder.
	5.3	<p>Bids under Joint Ventures submitting a bid in respect of each of them, shall comply with the following requirement:</p> <ul style="list-style-type: none"> <li>1. Sign the bid and, if their bid is accepted, also sign the Agreement or alternatively authorize one of the partners by a duly executed power(s) of attorney to sign the bid and, if successful, also the Agreement on behalf of the other partners in addition to himself.</li> <li>2. Designate one of their members by virtue of a duly executed power(s) of attorney as authorized representative of the Joint Venture, with the power, if their bid is successful, to incur liabilities and accept instructions on behalf of any and all the partners throughout the entire execution of the contract and also to receive payments on behalf of the partners in the Joint Venture from the Employer.</li> </ul> <p>Bids under Joint Ventures, in respect of each of them, shall submit the following as part of the bid information and confirm that such information has not changed.</p> <ul style="list-style-type: none"> <li>1. Submit with their bid an authenticated copy of the Joint Venture agreement between or among the partners.</li> </ul>

		<p>2. Board resolution of the parties consenting to enter Joint Venture.</p> <p>3. Documents mandated from form clause 4 &amp; 5.</p> <p>In assessing the Eligibility, Qualification of the bidder and also while awarding points all the documents submitted for each category respectively will be taken and used collectively from both the partners as one.</p>
<b>6. One Bid per Bidder</b>	6.1	Each bidder shall submit only one bid either by himself, or as a shareholder in a private company. A bidder who submits or participates in more than one bid will be disqualified.
<b>7. Cost of Bidding</b>	7.1	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 Employer, and the bidder will not have any right whatsoever to claim back any of the documentation or material comprising the bid.
<b>8. Site Visit</b>	8.1	The bidder shall visit and examine the Site of the Project and its surroundings obtain for itself on its own responsibility all information and assessment for practicability of work that may be necessary for Design (as applicable) and preparing the bid and entering into a Contract for execution of the Works. The bidder shall be deemed to have understood the site condition, its surroundings and have obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works, and to have been satisfied before submitting the Tender. The costs of visiting the Site shall be at the bidder's own expense.
	8.2	The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
		<b>B. BIDDING DOCUMENTS</b>

<b>9. Content of Bidding Documents</b>	9.1	<p>The Bidding Documents are those stated below, and bidding should be read in conjunction with any Addenda issued documents in accordance with Clause 11 of this ITB:</p> <p>Section 1: Invitation for Bids  Section 2: Instructions to Bidders  Section 3: Form of Letter of Tender  Section 4: Forms of Bid Qualification Information  Section 5: General Conditions of Contract  Section 6: Particular Conditions of Contract  Section 7: Bill of Quantities  Section 8: Agreement and Security Forms  Section 9: Drawings and Specification.</p>
<b>10. Clarification of Bidding Documents</b>	10.1	<p>A prospective bidder requiring any clarification of the Bidding Documents may notify the Employer in writing, by e-mail at the Employer's address indicated in the Appendix to bid. The Employer will respond to any request for clarification, (as instructed by the bidder in the 'Pre-Bid Meeting') copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry but without identifying its source.</p> <p>No oral interpretation shall be made to any bidder as to the meaning of any of the bid documents.</p>
<b>11. Amendment of Bidding Documents</b>	11.1	The Employer may Issue Addenda as Instructed in the pre-Bid meeting.
	11.2	Any Addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 9.1 of this ITB, and shall be communicated in writing, by fax or e-mail to all purchasers of the Bidding Documents. Prospective bidders shall promptly acknowledge receipt of each Addendum by fax or email to the Employer.
	11.3	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 21 of this ITB.
		<b>C. PREPARATION OF BIDS</b>
<b>12. Language of the Bid</b>	12.1	The tender, Contract documents and correspondence and documents relating to the project shall be in the English language(s). Documents submitted in any other language should accompany the attested English translation of the same and the translation will be referred to and considered throughout the bidding process and in Contracts. The bidder will be expected to have site staff competent in English or provide translators where necessary.
<b>13. Documents Comprising the Bid</b>	13.1	<p>The bid submitted by the bidder shall comprise the following:</p> <ul style="list-style-type: none"> <li>- Letter of tender (In the form given in Section 3);</li> <li>- Bid Security (In the form given in Section 8);</li> <li>- Priced bill of Quantities (section 7);</li> </ul>



		<ul style="list-style-type: none"> <li>- Alternative offers where invited; and any other materials required to be completed and submitted by bidders in accordance with these Instructions to bidders.</li> <li>- All Filled forms of Bid Qualification Information (Section 4)</li> </ul> <p>All the documents specified in Sections 3, 7 and Form of Bid Security in Section 8 shall be completed without exception, subject to extensions therefore in the same format and to the provisions of Sub-clause 17.2 of this ITB regarding the alternative forms of bid security.</p>
<b>14. Bid Prices</b>	14.1	Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Sub clause 1.1 based on the unit rates and price in the Bill of Quantities submitted by the bidders
	14.2	<p>The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. The bid submitted by the bidder shall be deemed to cover all materials, equipment, personnel and work necessary for the Project, and deemed to have examined the site and its surrounding, site conditions and access, and have taken into account all possible risk and contingencies, prior to quoting.</p> <p>Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities. Cost of all item shown in drawings shall be deemed to be included in the rates of other items and prices in the BOQ.</p>
	14.3	The Contractor shall bear all the cost related to duties and taxes. Any element of tax (such as but not limited to; Goods and Services Tax (GST), Withholding Tax (WHT), Business Profit Tax (BPT)) or duties and other charges inherent in the price of goods or services or which is required to be paid for the execution and completion of the Works and remedying of any defects therein, imposed by in and outside the Employer's country, shall be deemed to be included in the Contract Price.
	14.4	Unless otherwise provided in the Particular Conditions, the rates quoted by the bidder are not subject to price adjustment during the performance of the Contract.
<b>15. Currencies of Bid and Payment</b>	15.1	The bid currency shall be in Maldivian Rufiyaa (MVR)
<b>16. Bid Validity</b>	16.1	Bids shall remain valid for the period of 90 Calendar Day from the date of bid opening specified in sub-clause 24.1 of this ITB.
	16.2	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; by fax or e-mail. 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 extension, and in compliance with Clause 17 in all respects.

<b>17. Bid Security</b>	17.1	<p>The bidder shall furnish, as part of its bid, a bid security in the amount MVR 680,000.00 (Maldivian Rufiyaa Six Hundred Eighty Thousand) in the bid currency.</p> <p>Bid Security Validity:</p> <p>Bid Security shall be valid till 23<sup>rd</sup> May 2022, a total of minimum 118 Calendar days from the date of Bid Submission</p> <p>BID VALIDITY (90 Calendar days) + 28 DAYS (Clause 17.2) = 118 Calendar days</p>
	17.2	<p>The Bid Security shall be in the form of a guarantee from a reputable bank or an accredited financing Institution selected by the bidder and acceptable to the Employer. The format of the guarantee shall be in accordance with the “form of bid security” included in Section 8. Other formats may be permitted, subject to the prior approval of the Employer. <b>Bid security shall remain valid for a period of 28 days beyond the original validity period for the bid</b>, and beyond any period of extension subsequently requested under Sub-Clause 16.2.</p>
	17.3	<p>Any bid not accompanied by the bid security as required under the clause 17 shall be rejected by the Employer as non-responsive.</p>
	17.4	<p>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.</p>
	17.5	<p>The Bid Security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required performance security.</p>
	17.6	<p>The Bid Security may be forfeited</p> <ul style="list-style-type: none"> <li>(a) If the bidder withdraws its bid, except as provided in Sub-Clause 23.2.</li> <li>(b) If the bidder does not accept the correction of its Bid Price, pursuant to Sub-Clause 28.2 or</li> <li>(c) In the case of a successful bidder, if he fails within the specified time limit to: <ul style="list-style-type: none"> <li>(i) sign the Agreement, or</li> <li>(ii) Furnish the required Performance Security</li> </ul> </li> </ul>
<b>18. Pre-Bid Meeting</b>	18.1	<p>The bidder's designated representative is invited to attend a pre-bid meeting, which will be conducted via Zoom Meeting;</p> <p>The meeting will be held on <b>17<sup>th</sup> January 2022, 11:00hrs</b></p> <p>Link:  <a href="https://us06web.zoom.us/j/84461212693">https://us06web.zoom.us/j/84461212693</a> </p>
	18.2	<p>The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p>

	18.3	The bidder is requested, as far as possible, to submit any questions in writing, by e-mail, to reach the Employer as stipulated in Section 1, Clause 6. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following sub-clause.
	18.4	Minutes of the meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 9.1, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 11 and not through the minutes of the pre-bid meeting.
<b>19. Format and Signing of Bids</b>	19.1	The bidder shall prepare one original of the bid comprising the bid as described in Clause 13 of these Instructions to Bidders, bound with the section containing the Form of Letter of Tender and Appendix to Tender, and clearly marked "ORIGINAL." In addition, the bidder shall submit 1 copy of the bid and clearly marked "COPY." In the event of discrepancy between them, the original shall prevail.
	19.2	The original of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to sub-Clause 5.2. All pages of the bid, except for unamended printed literature, shall be initialled by the person or persons signing the bid.
	19.3	The bid shall contain no alterations, omissions, or additions, unless such corrections are initialled by the person or persons signing the bid.
		<b>D. SUBMISSION OF BIDS</b>
<b>20. Sealing and Marking of Bids</b>	20.1	It is recommended to encrypt the tender document when uploading the file. If the bid is encrypted, the bidder shall share the password during the bid opening stage. Failure to share the password during the bid opening stage will render in disqualification of the bid.
	20.2	Bids shall be submitted Via the portal <b>Portal Link:</b> <a href="https://bids.hdc.com.mv">https://bids.hdc.com.mv</a> Deadline for Bid submission <b>25<sup>th</sup> January 2022, 11:00Hrs</b>
	20.3	In addition to the identification required in Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause 22, and for matching purposes under Clause 23.
	20.4	If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid. If the outer envelope discloses the bidder's identity, the Employer will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection of the bid.

<b>21. Deadline for Submission of Bids</b>	21.1	Bids must be received by the Employer at the address stated in Sub-Clause 20.2. (a) no later than the time and date stipulated in the Sub-clause 20.2 (b)
	21.2	The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum in accordance with Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
<b>22. Late Bids</b>	22.1	Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 21 will be returned unopened to the bidder.
<b>23.Modification, Substitution and Withdrawal of Bids</b>	23.1	The bidder may modify, substitute, or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by the employer prior to the deadline for submission of bids.
	23.2	The bidder's modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of Clause 20, with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION", or "WITHDRAWAL," as appropriate.
	23.3	No bid may be modified by the bidder after the deadline for submission of bids, except in accordance with Sub-Clauses 23 .2 and 28.2.
	23.4	No bid may be withdrawn during the interval after the submission of bids and the expiry of the period of bid validity specified in Clause 16. Withdrawal of a bid during the said interval may result in the forfeiture of the Bidder's bid security pursuant to Sub-Clause 17.6.
		<b>E. BID OPENING AND EVALUATION</b>
<b>24.Bid Opening</b>	24.1	<p>The Employer will open the bids, including modifications made pursuant to Clause 23, in the presence of bidders' representatives who attend at <b>11:00 Hrs 25<sup>th</sup> January 2022</b> at the following location:</p> <p style="text-align: center;">Housing Development Corporation Ltd. Reception, Ground Floor, HDC building, Hulhumalé, Republic of Maldives</p> <p>The bidder's representatives who are present shall sign a register evidencing their attendance.</p> <p><b>Registration for Bid Submission:</b></p> <p>Not required</p>
	24.2	Envelopes marked 'WITHDRAWAL' and 'SUBSTITUTION' shall be opened first and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause 23 shall not be opened.

	24.3	The bidders' names, the total amount of each bid and any alternative bid (if an alternative has been requested or permitted), any discounts, bid modifications, substitutions and withdrawals, the presence or absence of bid security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
	24.4	The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with sub-clause 24.3
	24.5	Bids not opened and read out at the bid opening shall not be considered further for evaluation, irrespective of the circumstances.
<b>25.Process to be Confidential</b>	25.1	Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of the 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 the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.
<b>26. Clarification of Bids and Contacting the Employer</b>	26.1	To assist in the examination, evaluation, and comparison of bids, the Employer may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing or, by fax, 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 the Employer in the evaluation of the bids in accordance with Clause 28.
	26.2	From the time of bid opening to the time of Contract award, if any bidder wishes to contact the Employer on any matter related to the bid, it should do so in writing.
	26.3	Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison or Contract award decisions may result in the rejection of the bidder's bid
<b>27.Examination of Bids and Determination of Responsiveness</b>	27.1	Prior to the detailed evaluation of bids, the Employer will determine whether each bid: <ul style="list-style-type: none"> <li>(a) meets the eligibility criteria pursuant to clause 4.</li> <li>(b) meets the qualification criteria pursuant to clause 5.</li> <li>(c) has been properly signed;</li> <li>(d) is accompanied by the required securities;</li> <li>(e) is substantially responsive to the requirements of the Bidding Documents, and;</li> <li>(f) provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to Sub -Clause 27.2.</li> </ul>
	27.2	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:

		<ul style="list-style-type: none"> <li>a) which affects in any substantial way the scope, quality, or performance of works</li> <li>b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or</li> <li>c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids</li> </ul>
	27.3	If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation
<b>28. Correction of Errors</b>	28.1	<p>Bids determined to be substantially responsive will be checked by Employer for any arithmetic errors Bill of Quantities in section 7. Errors will be corrected by the Employer as follows</p> <ul style="list-style-type: none"> <li>a. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and</li> <li>b. 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 Employer 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. In this manner, the line item total is recalculated (after rounding the figure in quantity and unit rate to the nearest hundredth (two decimal digits)) by multiplying quantity with unit rate for the respective item. Then the line item total will be rounded to the nearest hundredth (two decimal digits).</li> <li>c. If there are no errors found after checking the Bill of Quantities in the manner states in 28.1 (b), or if errors were found, in either cases then the total bid price (summation of the prices of various line items total) will be recalculated and rounded to the nearest hundredth (two decimal digits) after correcting any such errors.</li> </ul>
	28.2	<p>The amount stated in the bid will be adjusted by the Employer in accordance with above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. unless the total price stated in the tender is lower than the corrected total tender price, in which case the former 'shall be deemed as the correct tender price and the tenderer shall be deemed to have offered a discount to be applied to the Bill of Quantity.</p> <p>If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 17.6(b).</p>
<b>29. Evaluation and Comparison of Bids</b>	29.1	The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with clause 27.
	29.2	<p>In evaluating the bids, the Employer will determine for each bid the Evaluated Bid Price by adjusting the Bid price as follows:</p> <ul style="list-style-type: none"> <li>a) Making any corrections for errors pursuant to Clause 28.</li> </ul>

		b) Excluding, (if any) provisional Sums and the provision, (if any) for Contingencies in the Summary Bill of Quantities.
	29.3	The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding Documents shall not be taken into account in bid evaluation.
	29.4	No cost price adjustment provision will be taken into account in bid evaluation
	29.5	If the bid of the successful bidder is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the bill of quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.
	29.6	Points will be awarded to the Bidders using the Evaluation Criteria as outlined in " <b>G. EVALUATION CRITERIA</b> "
	29.7	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.
		<b>F. AWARD OF CONTRACT</b>
<b>30. Award</b>	30.1	Subject to Clause 31, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has achieved the highest point as per clause 29.6 provided that such bidder has been determined to be; (a) Eligible in accordance with the provisions of Clause 4; and (b) Qualified in accordance with the provisions of Clause 5.
<b>31. Employer's Right to Accept any Bid and to Reject any or all Bids</b>	31.1	The Employer 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 the Employer's action.

<b>32. Notification of Award</b>	32.1	Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by fax confirmed by registered letter that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall specify the Contract sum for the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called 'the "Accepted Contract Price").
	32.2	The successful bidder's bid and the Letter of Acceptance will constitute a binding Contract between the Employer and the bidder until the Agreement as stipulated in Sub-Clauses 33.1 and 33.2 has been signed.
<b>33. Signing of the Agreement</b>	33.1	At the same time that the Employer notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties. The Contractor shall register the company in Maldives in accordance to the law of Maldives.
	33.2	Within 28 days of receipt of the Agreement, the successful bidder shall sign the Agreement and return it to the Employer, together with the required performance security as stipulated in Clause 34.
	33.3	Upon fulfilment of Sub-Clause 33.2, the Employer will promptly notify the other bidders that their bids have been unsuccessful and their bid security will be returned as promptly as possible, in accordance with Sub-Clause 17.4.
<b>34. Performance Security</b>	34.1	Within 28 days of receipt of the Letter of Acceptance from the Employer, the successful bidder shall furnish to the Employer a performance security in the form stipulated in the Conditions of Contract as applicable. The form of performance security provided in Section 8 of the Bidding Documents may be used or some other form acceptable to the Employer.
	34.2	The Performance Security shall be issued either (a) at the bidder's option, by a bank located in the country of the Employer or by a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the prior agreement of the Employer directly by a foreign bank acceptable to the Employer.
	34.3	Failure of the successful bidder to comply with the requirements of Clauses 33 or 34 shall constitute a breach of Contract, cause for annulment of the award, forfeiture of the bid security and any such other remedy the Employer may take under the Contract, and the Employer may resort to awarding the Contract to the next ranked bidder.
<b>35. Resolution of disputes</b>	35.1	Disputes will be settled pursuant to "Conditions of Contract for Construction, For Building and Engineering Works Designed by the Employer", First Edition 2017 published by the <i>Fédération Internationale Des Ingénieurs-Conseils</i> (FIDIC),

## G. EVALUATION CRITERIA

The Evaluation will be done by awarding points based on following categories.

Category	Points
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Price	55%
Experience	25%
Delivery	10%
Financial Capacity	10%
<b>Total</b>	<b>100%</b>

### 36. Price (55% of the Total Score)

36.1. If the proposed Bid price is higher than the Employer's estimated budget or 15% lower than the estimated budget, HDC reserves the right not to consider the bid for further evaluation.

36.2. Subjected to the sub clause 36.1 the highest score shall be awarded to the bid with the lowest bid price. For the remaining bids, points will be given using the formula below.

	<p><b>Lowest proposed total price from among the bids received</b></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p><b>Particular Bidder's proposed total price</b></p>	<p><b>X</b></p>	<p><b>(% in ITB)</b></p>
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**Price Score =**

### 37. Experience (25% of the Total Score)

37.1. Points for experience will only be awarded for those bidders who had acquired a minimum accumulated value of sales for similar work stated in sub clause 4.1 (d) within the duration mentioned in same sub clause

- (a) Summation of all projects/Contracts values listed in the table 4.4.2 of form 4.4; Experience Record of section 4 will be taken as the accumulated value of sales and awarding points. Such project shall be;
- (i) similar in nature to the purpose of this particular bid,
  - (ii) completed,
  - (iii) having a minimum project/ Contract value of MVR 1,000,000.00 (Maldivian Rufiyaa One Million Only),
  - (iv) executed within the duration mentioned in sub clause sub clause 4.1 (d), and
  - (v) backed by the document explained in sub clause 4.2 (d).
- (b) Documents such as "Letters of Award" or "Agreement/Contract Copies" or "Notifications of Award", etc. will only be used for clarification purposes and will not be considered for awarding any points.
- (c) Past experience (projects) simply stated in tabular or other format (not backed by the document explained in sub clause 4.2 (d) will not be awarded any points.
- (d) It is up to the sole discretion of Employer to determine similarity in nature of the bidder's past experience to the current scope of works and the score awarded by Employer will be final and shall not be contested.

37.2. The Employer reserves the right not to consider those bids that do not fulfil the requirements stated above in this clause for further evaluation.

37.3. All the bids that fulfil the requirement mentioned in sub clause 37.1 will be given points in the following manner;

- (a) The bidder who has the highest total accumulate value of sales will get the maximum points allocated under this criterion and the points for the remaining bidders will be distributed on a pro rata basis. The formula thus used for the computation of the score is given sub clause 37.5
- (b) If any bidder has a total accumulated value of sales not less than the maximum value stated in sub clause 37.1, such bidders will get the maximum points allocated under this criterion, and the points for the remaining bidders will be distributed on a pro rata basis. The formula thus used for the computation of the score is given sub clause 37.5

37.4. The formula thus used for the computation of the score is as follows

	<b>Particular Bidder's total accumulated value of sales (up to the limits as specified in ITB)</b>	
<b>Past Experience Score =</b>	<hr style="width: 50%; margin: 0 auto;"/>	<b>X (% in ITB)</b>
	<b>Highest total accumulated value of sales among the bids received (up to the limits as specified in ITB)</b>	

### **38. Delivery Period (10% of the Total Score)**

38.1. Points for Delivery period will only be awarded to those bidders who had proposed a duration for completion of Works in Letter to Tender.

38.2. The Employer reserves the right not to consider those bids that;

- (a) do not propose duration as stated in the sub clause 38.1,
- (b) propose duration which is unrealistically low or illogical when compared to Employer's Engineer's estimates and industry norms.

38.3. Having fulfilled the requirements mentioned in sub clause 38.1 & 38.2, 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.

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

	<b>Lowest proposed delivery period from among the bids received</b>	
<b>Delivery Period Score =</b>	<hr style="width: 50%; margin: 0 auto;"/>	<b>X (% in ITB)</b>
	<b>Particular Bidder's proposed delivery period</b>	

### 39. Financial capacity (10% of the Total Score)

- 39.1. Points for Financial capacity will only be awarded to those bidders who had Submitted;
- (a) summary of audited financial statement for the last 5 (five) years in the format mentioned in Sub clause 4.2(g),
  - (b) Supporting documents related to audited financial statements mentioned in sub- clause 4.2 (h) of the bidder for the last 5 five years.
- 39.2. The value calculated by deducting current Liabilities from Current Assets (Current Assets- Current Liabilities) will be taken as the "Working capital" and awarding points.
- 39.3. All the bids that fulfil the requirements mentioned in sub clause 39.1(a) and (b) will be given points by comparing the Working capital to the total Bid price proposed in 3.1; Form of Letter of Tender of Section 3. Points will be given in the following manner;

Working capital compared to percentage (%) of total Bid price	Points awarded
Working capital equivalent to 0% to 5% of the total Bid price	2 Points
Working capital equivalent to 5% to 10% of the total Bid price	4 Points
Working capital equivalent to 10% to 15% of the total Bid price	7 Points
Working capital above 15% of the total Bid price	10 Points