

Table of Contents

Section 1. Bid Data	3
Section 2. Instruction to Bidders	7
Section 3. Appendices	14
Appendix 1 – Bid Submission Form	15
Appendix 2 – Elementary Bill of Quantities	16
Appendix 3 – Experience in Contracts of Similar nature	17
Appendix 4 – Declaration of Ethical Conduct.....	18
Appendix 5 – Equipment Proposed for the Project.....	19
Appendix 6 – Bid Security – Sample.....	20

Section 1. Bid Data

Clause	Details
1	Employer Information: Name: Secretariat of Hinnavaru Council Address: Lh. Hinnavaru
2	The name of the project is: Design and build of 04-storey accommodation block
3	The Site: Located at: defined in drawing in Annex 1
4	Duration of works: The intended completion date for the whole of the works shall be 365 calendar days of which 90 days shall be the period for design and drawing finalization and 275 days shall be the construction period.
5	Defects Liability Period: The defects liability period is 365 days.
6	Liquidated Damages: Liquidated damages will be charged as per the General Conditions of Contract.
7	Retention Fee: The proportion of payments retained is 10 percent of each bill up to a limit of 10% of contract. The retention fee may be released upon submission of an equivalent guarantee by a financial institution 3 months after provisional acceptance

8	<p>Pre-bid Meeting:</p> <p>The pre-bid meeting will be held at Secretariat of Hinnavaru Council as follows:</p> <p style="padding-left: 40px;">Tel: 6622719 E-Mail: hinn.office@gmail.com April 13, 2023 (Thursday) at 1100 hours</p> <p>Attending the information session is not mandatory for this bid.</p>
9	<p>Price of the bid:</p> <p>The prices shall be quoted by the bidder in: Maldivian Rufiyaa (MVR)</p> <p>The prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract.</p> <p>Bid price should indicate amount of GST (Goods and Services Tax). Where GST amount is not indicated, quoted bid price shall be deemed to be inclusive of GST.</p>
10	<p>Validity period:</p> <p>The bid validity period shall be: 90 Days</p>
11	<p>Bid Security:</p> <p>A Bid Security is required.</p> <p>The amount and currency of the bid security shall be:</p> <p>Currency: Maldivian Rufiyaa Amount: 1% (one percent) of the Total Contract Price</p> <p>The validity of the bid security shall be: 90 days from the date of bid opening</p> <p>Bid security will be accepted in the form of guarantee issued by a financial institution registered in the Republic of Maldives. Dated cheque and cash will not be accepted as bid security</p>

<p>14</p>	<p>For bid submission purposes only, the address is: Secretariat of Hinnavaru Council Lh. Hinnavaru Republic of Maldives Tel: 6622719 E-Mail: hinn.offic@gmail.com</p> <p>Attending the bid submission meeting is mandatory.</p> <p>The deadline for bid submission is: Date: April 20, 2023 (Thursday) at 1100 hrs</p>
<p>15</p>	<p>Evaluation Criteria:</p> <ol style="list-style-type: none"> 1. Proposed Price - 80 marks 2. Technical Capabilities - 10 marks <ol style="list-style-type: none"> a) Resources available (As per Appendix 8) – 5 marks b) Key Technical Personal (As per Appendix 4 & 5) – 5 marks 3. Experience - 10 marks <ol style="list-style-type: none"> a) Project undertaken of similar size b) Projects undertaken of similar nature c) Years of active experience in the industry <p><i>(Marks for this category will be awarded based on reference letters provided in accordance with Appendix 3. Each letter will be given 5 marks and a maximum of 6 letters will be considered. Full marks will be given only for contract values above MVR 5,000,000 and the work should have been completed within the contract delivery period.)</i></p>
<p>16</p>	<p>Payment and advance payments:</p> <ol style="list-style-type: none"> 1. Upon request by the successful bidding party, an Advance Payment in the amount of 15% (fifteen percent) of the total contract value can be released subject to submission of an advance payment guarantee. Advance payment guarantee will be accepted in the form of guarantee issued by a financial institution registered in the Republic of Maldives. 2. Remaining payments will be made on progressive payment basis as agreeable in the project contract

<p>17</p>	<p>Performance Security:</p> <p>A Performance Security shall be required from the winning party within 10 calendar days of issuance of letter of intent to award the contract.</p> <p>The amount and currency of the performance security shall be: Currency: Maldivian Rufiyaa Amount: 10% (ten percent) of the Total Contract Price</p> <p>The validity of the performance security shall be: 465 days</p>
<p>18</p>	<p>Documents to be submitted along with the bid:</p> <ul style="list-style-type: none"> a) Bid Submission Form (Appendix 1) b) Priced Elementary Bills of Quantities (Appendix 2) c) Details of similar work experiences with supporting documents as per Appendix 3 (include reference letters) d) Project Proposal including all the details below <ul style="list-style-type: none"> i. Company profile ii. Proposed work schedule and timeline of the project iii. Personnel / Staff Proposed for the Project with supporting documents as per Appendix 4 iv. Experience Summary of Key Personnel with supporting documents as per Appendix 5 v. List of equipment proposed for the project as per Appendix 8 e) List of sub-contractors as per Appendix 6 f) Filled and signed Declaration of Ethical Conduct Form (Appendix 7) g) Bid Security (Sample bid security template in Appendix 9) h) Tax Clearance Report issued by Maldives Inland Revenue Authority obtained not more than 3 months prior to bid submission date i) Certificate of incorporation issued by relevant government body j) Document designating the signatory as an authorized representative of the bidding entity (If Signatory is neither the Sole Proprietor / Managing Partner or Managing Director the document must be submitted) k) Joint Venture Agreement (If submitting as a Joint Venture) l) Audited Financial Statements for the past 3 years (2019/2020/2021) m) Bank Statement of past 6 months endorsed by the bank

Section 2. Instruction to Bidders

- 1. Introduction & Scope of Bid**
- 1.1 Secretariat of Hinnavaru Council invites bids for the design and build of a four-storey building for an accommodation block.
- 1.2 Details of the building and requirements will be issued to the bidding parties in the form of an employer's requirement (Annex 2) and a technical specification (Annex 3)
- 2. Eligible Bidders**
- 2.1 This Invitation to Bid is open to all local contractors who are registered as contractors or suppliers in accordance with the rules and regulations of the Maldives and who falls into the grades specified in Bid Data.
- 3. Qualification of the Bidders**
- 3.1 All Bidders shall include the information and the documents required in clause 18 of the bid data. We may at their own discretion allow additions or modifications to submitted documents or request additional information or documents to complete a submission provided this has no impact on delivery duration and price quoted in the submission. If it is determined at any stage of evaluation that any of the documents submitted are fraudulent, inaccurate or modified the submission will be disqualified.
- 3.2 Bids submitted by a joint venture of two or more firms as partners shall comply with all the requirements of individual bidding parties, unless otherwise stated in the Bidding Data:
- (i) The bid shall include all the information requested in clause 3.1 above for each joint venture partner.
 - (ii) The bid shall be signed by authorized representatives so as to be legally binding on all partners:
 - (iii) All partners shall be jointly and severally liable for the execution of the contract in accordance with the Contract terms;
 - (iv) One of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture;
 - (v) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge; and
 - (vi) a copy of joint venture agreement entered into by partners shall be submitted with the bid.
- 3.3 A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification of the bid.

4. Evaluation Criteria

- 4.1 All Bidders shall include the documents required in clause 18 of the bid data. Bids with incomplete/inaccurate documents which impact delivery duration and price quoted in the submission will be deemed non-responsive and subject to rejection in the evaluation stage.
- 4.2 80 marks will be awarded to the price offered. The highest price will be bench marked.
- 4.3 10 marks will be allocated to Technical Capabilities of the bidder. This area will be evaluated as below.
 - i. Resources available (major construction equipment (listed in Appendix 8 of this bid document)) if the listed equipment are available with the contractor, full marks will be given.
 - ii. Key Technical Personal (experience and qualification). If all the staff mentioned in Appendix 4 are available from the company for the project, full marks will be given. All staff members should have a minimum of 2 years' experience in relevant field. CV's and other supporting documents of the staff members have to be submitted.
- 4.4 10 Marks is allocated for Experience of the contractor. Marks for this category will be awarded based on reference letters provided in accordance with Appendix 3. Each letter will be given 5 marks. Full marks will be given only for contract values above MVR 5,000,000 and the work should have been completed within the contract delivery period.

5. One Bid per Bidder

- 5.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor) will cause all the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

- 6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid.

7. Site Visit

- 7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.2 A pre-bid meeting will be held on the date specified in the clause 9 of bid data.

8. Clarification of Bidding Documents

8.1 A prospective Bidder requiring any clarification of the bidding documents may notify the council in writing. The council will respond to any request for clarification received within the period specified in Bid Data. Copies of the council's response will be forwarded to all the participants of the pre-bid meeting, including a description of the inquiry, but without identifying its source.

9. Amendment of Bidding Documents

9.1 Before the deadline for submission of bids, council may modify the bidding documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all concerned parties.

9.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the council shall extend, as necessary, the deadline for submission of bids.

10. Language of Bid

10.1 All documents relating to the Bid shall be in English

11. Bid Prices

11.1 The Contract shall be lump sum fixed price for the whole works, based on the priced Bill of Quantities submitted by the Bidder.

11.2 The Bidder shall fill in rates and prices for all items of the Works described in the elementary bill of quantities in Appendix 2. Contractor shall account and adjust for any discrepancy in the Bill of Quantities using "addition" and "omission bill". Items for which no rate or price is entered, or no adjustment is made by the Bidder will not be paid for by the council when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

11.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.

11.4 Unless stated otherwise in the bidding documents, the contract shall be awarded on a LUMP SUM FIXED PRICE basis.

12. Currency of Bid

12.1 The unit rates and prices shall be quoted in Maldivian Rufiyaa Only.

13. Bid Validity

- 13.1 The Bids shall remain valid for a period specified in the Bid Data after the deadline for date of bid submission.
- 13.2 In exceptional circumstances, COUNCIL may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing.

14. Bid Security

- 14.1 The Bidder shall furnish, as part of the Bid, a Bid Security in the amount specified in the Bid Data which shall be valid for the period specified in the Bid Data.
- 14.2 The Bid Security shall, be in the form a guarantee issued by a financial institution. The format of the Bid Security should be in accordance with the sample form of Bid Security included in Appendix 9
- 14.3 Any Bid not accompanied by an acceptable Bid Security shall be rejected.
- 14.4 The Bid security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in clause 12 of the Bid Data.
- 14.5 The Bid security of successful Bidders will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 14.6 The Bid Security may be forfeited
- (i) If the bidders withdraw the Bid after the Bid opening during the period for Bid validity;
 - (ii) If the Bidder does not accept the correction of the Bid price, or
 - (iii) If the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - (a) sign the Agreement; or
 - (b) furnish the required Performance Security.
 - (iv) If it is discovered during anytime during the evaluation that any of the documents submitted by the bidder were intentionally falsified or fraudulent
- 14.7 Bid Security of a joint venture must be in the name of joint venture that submits the bid.

15. Deadline for Submission of Bids

15.1 Bids shall be delivered to the secretariat of Hinnavaru council at the address and no later than the time and date specified in the Bid Data.

15.2 The council may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the council and the bidders previously subject to the original deadline will then be subject to the new deadline.

16. Late Bids

16.1 Any Bid received after the deadline prescribed in Clause 14 of Bid Data will be returned unopened to the Bidder.

17. Bid Opening

17.1 The Bids will be opened, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the Bid Data, Clause 14.

17.2 The bidders' names, the Bid prices, the total amount of each Bid and the presence or absence of Bid Security, and such other details, will be announced at the opening. No bid shall be rejected at the bid opening except for the Late bids.

17.3 The council will prepare minutes of the Bid opening, including the information disclosed to those present.

18. Clarification of Bids

18.1 To assist in the examination, evaluation, and comparison of bids, may, at the COUNCIL's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by email, 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 COUNCIL in the evaluation of the bids.

19. Correction of Errors

19.1 Bids determined to be substantially responsive will be checked by COUNCIL for any arithmetic errors. Errors will be corrected by the COUNCIL as follows;

- (i) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (ii) 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 the COUNCIL 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.

19.2 The amount stated in the Bid will be adjusted by the COUNCIL 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, the Bid will be rejected, and the Bid Security may be forfeited.

20. Award Criteria

20.1 COUNCIL will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who scored the highest marks in accordance with Clause 15 of the bid data

21. COUNCIL's Right to Accept any Bid and to Reject any or all Bids

21.1 Notwithstanding ITB Clause 20.1, the COUNCIL reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the 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 COUNCIL's action.

22. Notification of Award and Signing of Agreement

22.1 The Bidder whose Bid has been accepted will be notified of the award by the COUNCIL prior to expiration of the Bid validity period by in writing.

22.2 An agreement will be made between the COUNCIL and the successful Bidder upon submitting a performance security.

22.3 Upon the furnishing by the successful Bidder of the Performance Security, the COUNCIL will promptly notify the other bidders that their bids have been unsuccessful.

23. Performance Security

- 23.1 Within 10 days after receipt of letter of intent to award, the successful Bidder shall deliver to the COUNCIL a Performance Security in the form of a Bank Guarantee or any other format acceptable to the COUNCIL.
- 23.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a financial institution registered in the Republic of Maldives
- 23.3 Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

24. Advance Payment and Security

- 24.1 COUNCIL will provide an Advance Payment of 15% of the contract value upon request by the successful bidder, subject to submission of an advance payment guarantee. Advance payment guarantee will be accepted in the form of guarantee issued by a financial institution registered in the Republic of Maldives.

Section 3. Appendices

Appendix 1 – Bid Submission Form

BID SUBMISSION FORM

Procurement: Design and Build of 4 Storey Accommodation Block

1. Business Type

Company <input checked="" type="checkbox"/>	Partnership <input checked="" type="checkbox"/>	Sole Proprietor <input checked="" type="checkbox"/>
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2. General Information

Name:	Email:
Reg No. / NID:	Phone:

3. Proposed price

#	Item / Description	Total (MVR)
1	Design and Build of 4 Storey Accommodation Block	
Subtotal		
GST 8%		
Total		

4. Proposed Duration (in days)

365 (Three Hundred and Sixty-Five) Calendar Days (Fixed as per TOR)

5. Declaration

I certify that the information I have provided above is true and complete to the best of my knowledge. I am aware that this self-declaration is subject to review and verification and if such information has been falsified, I may be disqualified from the bid.

Name:

Designation:

Date:

Signature:

Appendix 2 – Elementary Bill of Quantities

No.	Item	Amount
1	Preliminaries	
2	Site Surveying and Soil investigations including EIA report	
3	Detailed Architectural, Structural, Service drawings with comprehensive Bill of quantities, Technical Specification and Methodology and 3D renders (minimum 5 views)	
4	Ground works including excavation and earthworks	
5	Foundation Works	
6	Basement Works	
	Ground Floor	
	7.1 Concrete works	
	7.2 Masonry and Plastering	
	7.3 Roofing	
	7.4 Metal/Wood Works	
	7.5 Ceiling	
7	7.6 Wall Finishes	
	7.7 Putty & Painting	
	7.8 Doors and Windows	
	7.9 Cabling, Networking, and electrical works (including wiring & fixtures)	
	7.10 Plumbing Works, Hydraulics and Drainage (including sanitary fixtures)	
	7.11 Flooring & Tiling	
	7.12 Glass works	
8	First Floor (Similar to Ground Floor)	
9	Second Floor (Similar to Ground Floor)	
10	Third Floor (Similar to Ground Floor)	
11	Fourth Floor (Similar to Ground Floor)	
12	Fifth Floor (Similar to Ground Floor)	
13	Firefighting system	
14	Cooling system	
	Common Works	
	15.1 Elevator installation	
15	15.2 Booster pumps installation	
	15.3 Panel board installation	
	15.4 CCTV system	
	15.5 Access control system	
16	Cleaning and disposal of waste from the site	
	Sub Total	
	GST 8%	
	Grand Total	

Appendix 3 – Experience in Contracts of Similar nature

A letter by clients should be submitted for each entry in this table. Each letter will be given 5 marks. Full marks will be given only for contract values above MVR 5,000,000 and the work should have been completed within the contract delivery period.

Value of Contract								
Type of Work Performed and Year of Completion								
Name of Client and Contact Person								
Name of Project								

Appendix 4 – Declaration of Ethical Conduct

Declaration of Ethical Conduct

We the undersigned confirm in the preparation of our Bid that:

- a. Neither we, nor any of our employees, associates, agents, shareholders, consultants, partners or their relatives or associates have any relationship that could be regarded as a conflict of interest as set out in the Bidding Documents.

- b. Should we become aware of the potential for such a conflict, will report it immediately to the Procuring Entity.

- c. That neither we, nor any of our employees, associates, agents, shareholders, partners, consultants or their relatives or associates have entered into corrupt, fraudulent, coercive or collusive practices in respect of our bid or proposal.

- d. We understand our obligation to allow the Procuring Entity to inspect all records relating to the preparation of our bid and any contract that may result from such, irrespective of if we are awarded a contract or not.

- e. That no payments in connection with this procurement exercise have been made by us or our associates, agents, shareholders, partners or their relatives or associates to any of the staff, associates, consultants, employees or relatives of such who are involved with the procurement process on behalf of the Procuring Entity, Client or Employer.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Bidder: _____
Address: _____
Phone Number: _____

Appendix 5 – Equipment Proposed for the Project

Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below.

No.	Equipment Type and Characteristics	Minimum Number required	Number Available	Owned / Leased
1	Concrete pump	1		
2	Concrete Vibrator Machine	1		
3	Truck/ Dump Truck	1		
4	Excavator	1		

Appendix 6 – Bid Security – Sample

Form of Bid Security (Bank Guarantee)

WHEREAS,[name of Bidder] (hereinafter called “the Bidder”) has submitted his Bid for the Project no.....issued by Secretariat of Hinnavaru Council onfor construction of[name of Contract] (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We [name of Bank] of [name of country] having our registered office at (hereinafter called “the Bank”) are bound unto Secretariat of Hinnavaru Council (hereinafter called “the COUNCIL”) in the sum of *for which payment well and truly to be made to the said COUNCIL, the Bank binds itself, its successors, and assigns by these presents.

SEALED WITH THE COMMON SEAL OF THE SAID BANK THISDAY OF20.....

THE CONDITIONS of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the COUNCIL during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) Does not accept the correction of the Bid Price pursuant to Clause 19,
- (3) If it is discovered during anytime during the evaluation that any of the documents submitted by the bidder were intentionally falsified or fraudulent

* The Bidder should insert the amount of the Guarantee in words and figures denominated in Maldivian Rufiyaa. This figure should be the same as shown in Clause 13 of the Instructions to Bidders.

we undertake to pay to COUNCIL up to the above amount upon receipt of their first written demand, without COUNCIL having to substantiate their demand, provided that in their demand COUNCIL will note that the amount claimed by them is due to them owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by COUNCIL, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE.....SIGNATURE OF THE BANK

WITNESS SEAL

[signature, name, and address]