

# INVITATION TO BID

“Supply, Delivery and Testing of Ground Power Units”

ITB no: RACL/IUL(PROC)/2023/43

Issued on: August 22, 2023



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## Section 1. Letter Of Invitation

Regional Airports Company Limited (RACL) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the **“Supply, Delivery and Testing of Ground Power Units.”**

This ITB includes the following documents.

- Section 1: Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Schedule of Requirements and Technical Specifications
- Section 6: Returnable Bidding Forms
  - Form A: Bid Submission Form
  - Form B: Bid Security
  - Form C: Price Schedule
  - Form D: Quotation

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

RACL looks forward to receiving your Bid and thank you in advance for your interest in RACL procurement opportunities.

Issued by:

Name: Abdulla Mizan

Title: General Manager, Procurement

Date: August 22, 2023



## Section 2: Instructions to Bidders

A. GENERAL PROVISIONS			
1.	Scope of Bid	1.1	Regional Airports Company Limited wishes to invite bids from interested and eligible bidders for the Supply, Delivery and Testing of Ground Power Units as described in Section 5, Schedule of Requirements.
		1.2	Throughout this ITB:
		a)	the term “in writing” means communicated in written form (e.g., by mail, e-mail, fax)
		b)	“Day” means calendar day.
		1.3	The successful Bidder will be expected to complete the delivery within the project duration as specified in the Price Schedule Form proposed by the Bidder
2.	Fraud and Corrupti on	2.1	<p>RACL requires that staff, as well as bidders/suppliers/contractors, observe the highest standard of ethics during this procurement. In pursuance of this policy, RACL defines.</p> <ul style="list-style-type: none"> <li>• “Corrupt practice” as 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</li> <li>• “Fraudulent practice” as misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of RACL and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive RACL of the benefits of free and open competition.</li> </ul>
		2.2	In pursuance of this policy, RACL:

			a)	Will <b>reject a bid</b> if it determines that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.
			b)	Will <b>declare a bidder ineligible</b> , either indefinitely or for a stated period, to be awarded a contract (from RACL) if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, a RACL contract.
3.	Eligibility	3.1		This invitation is open to all interested bidders, both local and Foreign, with a formal intent to enter into an agreement. A Bidder <b>should not be suspended, debarred, or otherwise identified as ineligible by a state institution</b> . Bidders are required to disclose to RACL whether they are subject to any sanction or suspension imposed by a state institution.
4	Conflict of Interest	4.1		A Bidder <b>shall not have a conflict of interest</b> . Any Bidder found to have a conflict of interest shall be disqualified. A bidder is found to have a conflict of interest for the purpose of this Bidding Process if the Bidder;
			a)	Directly or indirectly controls another bidder, or is controlled by or is under common control with another Bidder; or
			b)	Has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or
			c)	Or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Bid; or
			d)	Or any of its affiliates has been hired (or is proposed to be hired) by RACL for the Contract implementation; or
			e)	Has a close business or family relationship with a staff of RACL who:

				(i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract.  (iii) is a senior management staff of Regional Airports Company Limited (RACL).
		4.2		A firm that is a Bidder shall not participate in more than one Bid. This includes participation as a subcontractor. Such participation shall result in the <b>disqualification</b> of the Bid.
<b>B. PREPARATION OF BIDS</b>				
5.	Cost of Preparation of Bids	5.1		The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. RACL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
6.	Language	6.1		The Bid, as well as all related correspondence exchanged by the Bidder and RACL, shall be written in the language(s) specified in the BDS.
7.	Documents Comprising the Bid	7.1		The Bid shall comprise of the following documents and related forms.
			a)	Documents Establishing the Eligibility of the Bidder;
			1.	Company background/profile
			2.	Certificate of Business registration
			3.	GST registration certificate (If registered for GST)
			4.	Tax clearance report (valid within the last 3 months)
			5.	Product authorization letter (If not a Manufacturer)
			6.	Confirmation letter for after sales services
			b)	Bid Submission Form
			c)	Bid Security
			d)	Price Schedule Form
			e)	Quotation

8.	Bid submission form	8.1	The Bidder shall submit a completed Bid Submission Form. Failure to submit the Bid Form and an incomplete submission of a Bid Submission Form shall lead to the rejection of the Bid.	
9.	Price Schedule Form	9.1	A complete price schedule form must be submitted.	
10.	Bid Security	10.1	A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of twenty-eight (28) days after the final date of validity of the Bid.	
		10.2	The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the bid shall be <b>rejected</b> .	
		10.3	If the Bid Security amount or its validity period is found to be less than what is required by RACL, RACL shall <b>reject</b> the Bid.	
		10.4	The Bid Security may be forfeited by RACL, and the Bid <b>rejected</b> , in the event of any, or combination, of the following conditions:	
			a)	If the Bidder withdraws its bid during the period of the Bid Validity specified in the BDS, or;
			b)	In the event the successful Bidder fails:
			i.	to sign the Contract after RACL has issued an award; or
			ii.	to furnish the Performance Security, insurances, or other documents that RACL may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
11.	Currency	11.1	All prices shall be quoted in the currency or currencies indicated in the BDS. If prices are quoted in a currency not specified in the BDS, the Bid shall be <b>rejected</b> .	
12.	Only One Bid	12.1	The Bidder shall submit only one Bid.	
		12.2	Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:	

			a)	they have at least one controlling partner, director or shareholder in common; or
			b)	they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process;
			c)	they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder:
13.	Bid Validity Period	13.1		Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period shall be <b>rejected</b> by RACL and rendered non-responsive.
14.	Extension of Bid Validity Period	14.1		In exceptional circumstances, prior to the expiration of the Bid validity period, RACL may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing and shall be considered integral to the bid.
		14.2		If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
		14.3		The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.
15.	Clarification of Bid (from the Bidders)	15.1		Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a RACL staff member, RACL shall have no obligation to respond or confirm that the query was officially received.
		15.2		RACL will provide the responses to clarifications through the method specified in the BDS.
		15.3		RACL shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause



			an obligation on the part of RACL to extend the submission date of the Bids, unless RACL deems that such an extension is justified and necessary.
16.	Amendment of Bids	16.1	At any time prior to the deadline of Bid submission, RACL may for any reason, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.
		16.2	If the amendment is substantial, RACL may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
17.	Pre-Bid Meeting	17.1	RACL may call for a Pre-Bid meeting at any time prior to the deadline for bid submission.
<b>C. SUBMISSION AND OPENING OF BIDS</b>			
18.	Submission	18.1	The Bidder shall submit a signed and complete Bid comprising the documents and forms in accordance with the requirements of the BDS. The Bid shall be delivered using the method specified in the BDS.
		18.2	The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.
19.	Hard Copy	19.1	Hard copy (manual) submission shall be governed as follows
		a)	The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.
		b)	All the pages of the Original Bid and Copies of the bid <b>must be bound together, and all pages must contain the page number and the stamp of the bidder.</b>
		c)	Bids shall be sealed in an envelope, which shall:

			i.	Bear the name of the Bidder;
			ii.	Bear the name of the bid.
				If the envelope with the Bid is not sealed and marked as required, RACL shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.
20.	Deadline for Submission of Bids and Late Bids	20.1		Complete Bids must be received by RACL in the manner, and no later than the date and time, specified in the BDS. RACL shall only recognize the actual date and time that the bid was received by RACL.
		20.2		RACL shall <b>reject</b> any Bid that is received after the deadline for the submission of Bids.
21.	Bid Opening	21.1		RACL will open the Bid in the presence of an ad-hoc committee formed by RACL of at least two (3) members.
		21.2		The Bidders' names, prices and any other information that RACL deems relevant will be announced at the bid opening.
		21.3		No Bid shall be rejected at the bid opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.
<b>D. EVALUATION AND COMPARISON OF BIDS</b>				
22.	Confidentiality	22.1		Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the process, even after publication of the contract award.
		22.2		Any effort by a Bidder or anyone on behalf of the Bidder to influence RACL in the examination, evaluation and comparison of the Bids or contract award decisions may, result in the rejection of its Bid and may subsequently be subject to the application of RACL's vendor sanctions procedures.
23.	Evaluation of Bids	23.1		RACL will conduct the evaluation solely on the basis of the Bids received.

		23.2	Evaluation of Bids shall be carried out according to the criteria provided in Section 4. (Evaluation Criteria).
24.	Due Diligence	24.1	RACL reserves the right to undertake a due diligence exercise, aimed at determining, to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:
		a)	Verification of accuracy, correctness and authenticity of information provided by the Bidder;
		b)	Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
		c)	Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;
		d)	Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;
		e)	Other means that RACL may deem appropriate, at any stage within the selection process, prior to awarding the contract.
25.	Clarification of Bids	25.1	To assist in the examination, evaluation, and comparison of Bids, RACL may, at its discretion, request any Bidder for a clarification of its Bid. This includes asking for a demonstration of the products/services proposed by the bidder.
		25.2	RACL's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by RACL in the evaluation of the Bids, in accordance with the ITB.

		25.3	Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by RACL, shall not be considered during the review and evaluation of the Bids.
26.	Responsiveness of Bids	26.1	RACL's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.
		26.2	If a bid is not substantially responsive, it shall be <b>rejected</b> by RACL and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission
27.	Nonconformities, Reparable Errors and Omissions	27.1	Provided that a Bid is substantially responsive, RACL may waive any non-conformities or omissions in the Bid that, in the opinion of RACL, do not constitute a material deviation.
		27.2	RACL may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
		27.3	For the bids that have passed the preliminary examination, RACL shall check and correct arithmetical errors as follows:
		a)	if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of RACL there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;

			b)	if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
			c)	if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
		27.4		If the Bidder does not accept the correction of errors made by RACL, its Bid shall be rejected.

### E. AWARD OF CONTRACT

28.	Right to Accept, Reject, Any or All Bids	28.1	RACL reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for RACL's action. RACL shall not be obliged to award the contract to the lowest priced offer.
29.	Award Criteria	29.1	Prior to expiration of the period of Bid validity, RACL shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and has offered the lowest price.
30.	Right to Vary Requirements at the Time of Award	30.1	At the time of award of Contract, RACL reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
		30.2	At the time of award of Contract, RACL reserves the right to vary the sizes of the goods without any change to the unit price or total price proposed by the bidder.
31.	Contract Signature	31.1	Within five (5) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to RACL. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any,

			and on which event, RACL may award the Contract to the Second highest rated or call for new Bids.
32.	Performance Security	32.1	A performance security, if required in the BDS, shall be provided in the amount specified in BDS
33.	Advance Payment	33.1	RACL reserves the right to pay an advance payment.
34.	Liquidated damages	34.1	If specified in the BDS, RACL shall apply liquidated damages for the damages and/or risks caused to RACL resulting from the Contractor's delays or breach of its obligations as per Contract.
35.	Payment Provisions	35.1	The BDS shall specify the payment provisions.  Final Payment will be made only upon RACL's acceptance of the goods. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods issued by the proper authority in RACL with direct supervision of the Contractor.
		35.2	RACL shall not be obliged to accept any payment terms proposed by a bidder in their bid, which are different from the payment provisions of RACL.
36	After Sales Service	36.1	If the supplier is a manufacturer, they must provide assurance that comprehensive after-sales services and support will be provided for the proposed products.
		36.2	If the supplier is an authorized distributor, they must provide assurance from the product manufacturer that comprehensive after-sales service and support will be provided for the proposed products.

## Section 3. Bid Data Sheet

BDS No.	Reference to Section 2.	Data	Specific Instructions/Requirements
1	6	Language of the Bid	English
4	17	Pre-bid meeting	Will not be conducted
5	13	Bid Validity Period	30 Calendar days from the date of bid Submission
6	10	Bid Security	MVR 49,300.00
7	33	Advance Payment	Allowed up to 15% of contract value
8	34	Liquidated damages	0.1 percent per day of delay. Maximum 10 percent of the contract price.
9	32	Performance Security	Required. 10% of contract value
10	11	Currency of Bid	US Dollars or Maldivian Rufiyaa If the bid is in US Dollars, Official MMA exchange rate will be used to convert to Maldivian Rufiyaa
11	15	Deadline for submitting requests for clarifications/questions	<b>Date: August 27, 2023</b> <b>Time: 14:00 hrs</b>
12	15	Contact Details for submitting clarifications/questions	Abdulla Mizan General Manager, Procurement tender@airports.mv
13	15,16	Manner of disseminating supplemental information to the ITB and response/clarifications to queries	Will be emailed to the selected bidders
14	20	Deadline for Submission	<b>Date: August 30, 2023</b> <b>Time: 14:00 hrs</b>
15	18,19	Manner of Submitting Bids	1 Hard copy (Original)
16	18	Bid Submission Address	Regional Airports Company Limited 6 <sup>th</sup> Floor, H. Suez Ameer Ahmed Magu, 20095 Male, Maldives
17	21	Date, time and venue for the opening of bid	Date: August 30, 2023 Time: 14:00 hrs Venue: Regional Airports Company Limited 6 <sup>th</sup> Floor, H. Suez

			Ameer Ahmed Magu, 20095 Male, Maldives
18	23	Evaluation Method for the Award of Contract	According to the criteria mentioned in Section 4. Evaluation Criteria





## Section 4. Evaluation Criteria

### 1. Preliminary Examination Criteria

Bids will be examined to determine whether the documents mentioned in Section 2 – Documents comprising the Bid have been fully completed and submitted. **Failure to fully complete and submit any of the documents in Section 2, clause 7 of this ITB – Documents comprising the Bid will make the bid unresponsive and the bid will be rejected.**

### 2. Eligibility Criteria

Eligibility will be evaluated on a Pass/Fail basis. **Failure to pass any of the below criterion will make the bidder ineligible and the bid will be rejected.**

Subject	Criteria	Document Requirement	Submission
<b>ELIGIBILITY</b>			
Eligibility	Bidder is not suspended, debarred, or otherwise identified as non-eligible by the Government of Maldives or any other state institution.	Form A: Bid Submission Form	
Conflict of Interest	No conflict of interest in accordance with ITB 4.	Form A: Bid Submission Form	

### 3. Technical Evaluation

Bids shall be examined to determine whether they meet the Schedule of Requirements in Section 5 of this document. The technical evaluation shall be carried out on a pass/fail basis.

### 4. Final Evaluation

Subject	Criteria	Document Requirement	Submission
Price (100%)	Lowest priced bid shall receive the highest mark.	Form B: Price Schedule	

## Section 5. Schedule of Requirements

The proposed product must fully comply with the following requirements.

### Technical Specifications

<b>TYPE</b>	Electric Powered GPU
<b>INPUT</b>	
Voltage	Voltage 208-240-400V – 460VAC three-phase (Auto/ selectable)
Input Cable	100' Input Cable
<b>OUTPUT</b>	
Voltage	28 V DC
Current	600 amps continuous
Engine start capacity	Auto/ selectable to cater AT72/DH8 series.
Output Cable	20' DC Output cable 28V
<b>ENVIRONMENTAL</b>	
Temperature range	Compatible with all weather conditions in Maldives (Warm/ Rainy)
<b>STANDARDS</b>	
ISO 6858	Aircraft ground support electrical supplies

**Delivery address:** RACL Warehouse, M. Led House GF, Male', Maldives



## Section 6. Returnable Bidding Forms/Checklist

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. **No alteration to the format of forms shall be permitted and no substitution shall be accepted. Any alteration to these forms will lead to rejection of the bid.**

Have you duly completed all the Returnable Bidding Forms?	Please tick (to be filled by the bidder)	Reference to page number in Bid (to be filled by the bidder)
Form A: Bid Submission Form		
1. Company Background/profile		
2. Certificate of Business Registration		
3. GST registration certificate (If registered for GST)		
4. Tax clearance report (valid for the last 3 months)		
5. Product authorization letter (If not a Manufacturer)		
6. Confirmation letter for after sales services		
Form B: Bid Security		
Form C: Price Schedule		
Form D: Quotation		

## FORM A: BID SUBMISSION FORM

Name of Bidder			
Registration No		Registered Address	
Bidder's Authorized Representative Information		Contact Person that RACL may contact for requests for clarifications during Bid Evaluation	
Name:		Name:	
Title:		Title:	
Contact numbers:		Contact numbers:	
Email:		Email:	

We, the undersigned, offer to **Supply, Delivery and Testing of Ground Power Units** in accordance with your Invitation to Bid No. [RACL/IUL(PROC)/2023/43] and our Bid. We hereby submit our Bid.

We hereby declare that our firm,

- has not been suspended, debarred, sanctioned, or otherwise identified as ineligible by any state institution in the Republic of Maldives
- Have no conflict of interest in accordance with ITB clause 4.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by RACL.

We offer to carry out this work in conformity with the Bidding documents, and in accordance with the Schedule of Requirements (Section 5) of this ITB

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should RACL accept this Bid.

Name		Title	
Signature		Corporate Seal	
Date			



## FORM B: BID SECURITY

(Attach bid security here)



## FORM C: PRICE SCHEDULE FORM

As specified in the letter of invitation under Section 1, RACL requires the stated items be supplied and delivered to RACL Head Office.

**Note:** This tender will be awarded to one bidder. Bidders **MUST** quote for every item in each line and column. The price quoted must be inclusive of all charges.

#	Item	Quantity	Unit of Measure	Total price
1	Ground Power Unit	5	Nos	
<b>Subtotal</b>				
<b>GST</b>				
<b>Total</b>				

<b>Delivery duration (in days)</b>	
------------------------------------	--



## FORM D: QUOTATION

(Insert the quotation here).

All the items mentioned in the Schedule of requirements under section 5 of this ITB shall be quoted and all the items shall confirm to the specified requirements.

The quotation must include the delivery period.

