



ROAD DEVELOPMENT
— CORPORATION LIMITED —

REQUEST FOR PROPOSAL DOCUMENTS

Issued on: November 03, 2020

for

Supply of Two Excavators 30-35 (Used)

IULAAN NUMBER: RDC-IUL/PROC/2020-52

Issued by:
Road Development Corporation Limited
MSL Building, 1st Floor
Orchid Magu, Male' 20183, Rep. of Maldives,

Section I. Instructions to Suppliers

A: General	
1. Scope of Bid	<p>1.1 Road Development Corporation Ltd, invites eligible parties to submit Proposal for the supply of Goods and Related Services incidental thereto as specified in Section III, Schedule of Requirements.</p> <p>1.2 The name and identification number of this Request for Quotation (RFQ) are specified in the Data Sheet.</p>
2. Fraud and Corruption	<p>2.1 It is the Company’s policy to observe the highest standard of ethics during the procurement and execution of such contracts</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p style="padding-left: 40px;">(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p style="padding-left: 40px;">(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p style="padding-left: 40px;">(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p style="padding-left: 40px;">(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(b) will reject a proposal for award if it determines that the supplier recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.</p>
B: Contents of Documents	
3. Contents of Documents	<p>3.1 The documents consist of the Sections indicated below and should be read in conjunction with any modifications issued in accordance with Data Sheet.</p>

	<ul style="list-style-type: none"> ● Section I. Instructions to Suppliers (ITS) ● Section II. Data Sheet ● Section III. Technical Specifications & Compliance with Specifications ● Section IV. Quotation submission Form(s) ● Section V. Contract Form(s) <p>3.2 The Supplier is expected to examine all instructions, forms, terms, and specifications in this Invitation. Failure to furnish all information or documentation required by this Invitation may result in the rejection of the Quotation.</p> <p>3.3 A prospective Supplier requiring any clarification of this Invitation Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Data Sheet. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than the deadline given for inquiries. The Purchaser shall forward copies of its response to all those who have received the Invitation, including a description of the inquiry but without identifying its source.</p>
C: Preparation of Quotation	
4. Documents Comprising your Quotation	<p>4.1 The Quotation shall comprise the following:</p> <ul style="list-style-type: none"> (a) Quotation Submission Form (section IV) with required documents mentioned in the form. (b) Technical Specifications & Compliance with Specifications (section III)
5. Quotation Submission Form and Price Schedules	<p>5.1 The Supplier shall submit the Quotation Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> <p>5.2 Alternative offers shall not be considered. The Suppliers are advised not to quote different options for the same item but furnish the most competitive among the options available to the Supplier.</p>
6. Prices and Discounts	<p>6.1 Unless specifically stated in Data Sheet, all items must be priced separately in the Price Schedules.</p> <p>6.2 The price to be quoted in the Quotation Submission Form shall be the total price of the Quotation, including any discounts offered.</p>

	6.3 Prices quoted by the Supplier shall be fixed during the Supplier’s performance of the Contract and not subject to variation on any account. A Quotation submitted with an adjustable price shall be treated as non-responsive and may be rejected.
7. Currency	7.1 The supplier shall quote only in Maldivian Rufiyaa.
8. Documents to Establish the Conformity of the Goods	<p>8.1 The Supplier shall furnish as part of its quotation the documentary evidence that the Goods conform to the technical specifications and standards specified in <i>Section III, “Technical Specifications & Compliance with Specifications”</i>.</p> <p>8.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specifications, and if applicable, a statement of deviations and exceptions to the provisions of the Technical Specifications given.</p> <p>8.3 If stated in the Data Sheet the Supplier shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Maldives.</p>
9. Period of Validity of quotation	9.1 Quotations shall remain valid for the period of thirty (60) days after the quotation submission deadline date
10. Format and Signing of Quotation	10.1 The quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Supplier.
D: Submission and Opening of Quotation	
11. Submission of Quotation	<p>11.1 Supplier may submit their quotations in sealed envelopes addressed to the Purchaser bearing the specific identification of the RFQ number.</p> <p>11.2 If the quotation is not submitted in a sealed and marked envelope as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the quotation.</p>
12. Deadline for Submission of Quotation	12.1 Quotations must be received by the Purchaser at the address set out in Section II, “Data Sheet”, and no later than the date and time as specified in the Data Sheet.

13. Late Quotation	13.1 The Purchaser shall reject any quotation that arrives after the deadline for submission of quotations, in accordance with ITS Clause 12.1 above.
14. Opening of Quotations	14.1 The Purchaser shall conduct a public reading of the quotations at the address, date and time specified in the Data Sheet.
E: Evaluation and Comparison of Quotation	
15. Clarifications	<p>15.1 To assist in the examination, evaluation and comparison of the quotations, the Purchaser may, at its discretion, ask any Supplier for a clarification of its quotation. Any clarification submitted by a Supplier in respect to its quotation which is not in response to a request by the Purchaser shall not be considered.</p> <p>15.2 The Purchaser’s request for clarification and the response shall be in writing.</p>
16.Responsiveness of Quotations	<p>16.1 The Purchaser will determine the responsiveness of the quotation to the documents based on the contents of the quotation received.</p> <p>16.2 If a quotation is evaluated as not substantially responsive to the documents issued, it may be rejected by the Purchaser.</p>
17. Evaluation of quotation	<p>17.1 The Purchaser shall evaluate each quotation that has been determined, to be substantially responsive.</p> <p>17.2 To evaluate a quotation, the Purchaser may consider the following:</p> <ul style="list-style-type: none"> (a) The Price as quoted; (b) Price adjustment for correction of arithmetical errors; (a) Price adjustment due to discounts offered. <p>17.3 The Purchaser’s evaluation of a quotation may require the consideration of other factors, in addition to the Price quoted if stated in Section II, Data Sheet. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods.</p>
18. Purchaser’s Right to Accept any Quotation, and to Reject any or all Quotations	18.1 The Purchaser reserves the right to accept or reject any quotation, and to annul the process and reject all quotations at any time prior to acceptance, without thereby incurring any liability to Suppliers.
F: Award of Contract	

19. Award of the purchase	19.1 The Purchaser will award the offer of the vendor whose offer has been determined to be the most advantageous quotation and is substantially responsive to the documents issued.
20. Notification of acceptance	20.1 Prior to the expiration of the period of validity of quotation, the Purchaser will notify the successful vendor, in writing, that its quotation has been accepted.

Section II: Data Sheet

ITS Clause Reference	
21	The name and identification number of this Invitation for Quotation is: Supply of Two Excavators 30-35 (Used) RFQ No.: <u>RDC-IUL/PROC/2020-52</u>
22	<u>Period of Completion/Supply & Delivery</u> A Delivery Period is to be proposed in the Section IV: Quotation Submission Form. We require Proposals for which completing/supply & delivering is within less than 10 days. We are looking for a vehicle already available in Maldives.
23	<u>Penalty for delays</u> RDC reserves the right to cancel the Proposal, if the delivery time is delayed by more than 30 calendar days from the agreed delivery date.
24	<u>Proposal language</u> English
25	Period of Proposal validity 60 Calendar days from the date of Proposal submission
26	Amount of Bid Security. No Bid Security is required for this project.
27	<u>Standard form and amount of PERFORMANCE SECURITY acceptable to the Employer:</u> Not required
28	<u>Deadline for Clarification of Bid Documents:</u> Date: 9th November 2020 before 13:00hrs
29	<u>Contract Type and Payment Terms:</u> Minimum 30 Days Credit
30	<u>Bid Evaluation and Awarding Method:</u> Item will be evaluated according to section 33 and awarded to the bidder with highest score.
31	<u>Eligibility:</u> 1. The Company should have been registered in Maldives. 2. The above must be supported by submission of the following documentation. Failure to do so WILL render the Bidder ineligible and lead to disqualification of the bid. <ul style="list-style-type: none">● Copy of Company Registration Certificate.● Company profile / work profile● GST Registration certificates (if applicable).● Registered owner of the machinery or a party authorized to sell the machinery by the registered owner (written document shall be submitted along with the bid document to prove this).

Late submission of any of the above mentioned documents will not be entertained.

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Bid Evaluation Criteria

Criteria	Percentage
Price	55
Working Hours	15
Model	5
Condition	10
Payment Duration	15
Total	100%

1. Price (55%)

2. A Price must be quoted by the bidder for the vehicle. Failure to do so WILL lead to disqualification of the bid at the evaluation stage.
3. In calculating the score under this criterion, the party quoting the lowest collective Price will get the maximum points allocated under this criterion and the points for the remaining bidders will be distributed on a pro rata basis in descending order.
4. In the event where RDC feels that the bid prices are higher or lower than 20% of our estimate/budget, it reserves the right to cancel the Bid/s
5. The formula thus used for the computation of the score is as follows:

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

6. Working Hours (15%)

7. Working hours must be mentioned by the bidder for the vehicle. Failure to do so WILL lead to disqualification of the bid at the evaluation stage.
8. In calculating the score under this criterion, the party quoting the lowest Working hours will get the maximum points allocated under this criterion and the points for the remaining bidders will be distributed on a pro rata basis in descending order.
9. The formula used for this is the same as for calculating score for Price, whereas instead of the price value we will be using the values for Working Hours provided by bidders

	<p>10. Model (5%)</p> <p>11. Points will be awarded to parties that submit preferred manufactured models. The manufacturing preferences are; CAT, Kobelco, JCB, Komatsu.</p> <p>12. Condition (10%)</p> <p>13. Points will be awarded after an assessment (Technical Evaluation) of the vehicle by our engineers, carried out with the supplier. For which a check sheet will be filled by our engineer, according to requirements and standards expected of a used vehicle of this nature.</p> <p>14. Full marks will be awarded to parties for which there are no faults in the checkup.</p> <p>15. Vehicles that do not comply with any of the standards set in the Technical Evaluation will be disqualified and will not be considered for the Bid Evaluation any further.</p> <p>16. Payment Duration (15%)</p> <p>17. Minimum payment period shall be credit 30 days from the date of delivery and acceptance.</p> <p>18. In calculating the score under this criterion, the party quoting the longest payment period will get the maximum points allocated under this criterion and the points for the remaining bidders will be distributed on a pro rata basis.</p>
33	<p>Purchaser's address is:</p> <p>Road Development Corporation Limited MSL Building, 1st Floor Orchid Magu, Republic of Maldives Tel: +960 3339060 Email: procurement@rdc.com.mv</p>
34	<p>Manufacturer's Authorization is not required.</p>
35	<p>Address for submission of Quotations is:</p> <p>Road Development Corporation Limited MSL Building, 1st Floor Orchid Magu, Republic of Maldives Tel: +960 3339060 Email: info@rdc.com.mv</p> <p>Deadline for submission of quotations is: Date: November 10, 2020 Time: 1100 Hours local time</p>
36	<p>The quotations shall be opened at the following address:</p> <p>Road Development Corporation Limited MSL Building, 1st Floor Orchid Magu,</p>

	<p>Republic of Maldives Tel: +960 3339060 Email: info@rdc.com.mv Date and time of opening: Date: November 10, 2020 Time: 1100 Hours local time</p>
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Section III: Technical Specification & Compliance

LOT 01: Mini Excavator

We are looking to purchase 2 Mini-Excavators. But vendors can quote for 1 Mini-Excavator as well. In the instance that one vendor is interested in quoting for 2 Mini-excavators, they are required to submit **2 separate proposals for each vehicle.**

Specification
Size: 30-35
Manufacture Year: Should be manufactured after 2009
Condition: Used

Notes:

Preferred Age: Less than 5 Years

Manufacturing Preferences: CAT, Kobelco, JCB, Komatsu

Section IV: Quotation Submission Form

IMPORTANT: This sheet should serve as a front page of the Proposal. If any Bidder fails to submit the prices in this sheet, bids will be rejected at the Bid Opening stage.

Bid Title:

Supply of Two Excavators 30-35 (Used)

#	Description	QTY	Unit Price (MVR) excluding GST	Total Price (MVR) (Unit Price x QTY) excluding GST
1	Excavators 30-35			
TOTAL				
Total in Words: ()

Delivery	Calendar Days
Proposed Delivery Period	--- Days

Check list for documents submitted *(please tick the appropriate box)*

		Yes (☐)	No (☐)
1	Quotation Submission Form (this form) completed & signed		
2	Supporting Documents to prove the past experience		
3	Business Profile		
4	Copy of Business Registration Certificate		
5	Copy of GST Registration Certificate <i>(where applicable)</i>		
6	Vehicle Registration Copy		
7	Letter of authorization to sell the machinery where the proposer and owner are different		

Section V: Contract Form

Contract Agreement

THIS CONTRACT AGREEMENT is made the day of, 2020.

BETWEEN,

(1) The **Road Development Corporation Limited** of the Republic of Maldives, and having its principal place of business at MSL Building, 1st Floor, Orchid Magu, Male' 20183, Rep. of Maldives (hereinafter called "the Purchaser"), and

(2) and having its principal place of business at (hereinafter called "the Supplier").

WHEREAS,

The Purchaser invited quotations for certain Goods and ancillary services, viz., *Supply of Mini-Excavator* and has accepted a Quotation by the Supplier for the supply of certain Goods and Services in the sum of (.....) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Conditions of Contract
 - (c) The Supplier's Quotations
 - (d) The Purchaser's Notification of Award / Purchase Order
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws and regulations of the Republic of the Maldives on the day, month and year indicated above.

For and on behalf of the Purchaser

PURCHASER

SUPPLIER

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.....

Road Development Corporation Limited
Republic of Maldives

IN WITNESS OF

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Road Development Corporation Limited
Republic of Maldives

Conditions of Contract

Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (b) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (c) “Day” means calendar day.
 - (d) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (e) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (f) “Purchaser” means the entity purchasing the Goods and Related Services.
 - (g) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
 - (h) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

Terms of Payment

- 1.1 The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and upon fulfillment of all other obligations stipulated in the Contract.
- 1.2 Payments shall be made promptly by the Purchaser, as per the proposed payment terms in the Supplier’s proposal after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

Fraud and Corruption

- 2.0 It is the Company’s policy to observe the highest standard of ethics during the procurement and execution of such contracts
- (a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (b) will reject a proposal for award if it determines that the supplier recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.

Specifications and Standards

- 2.1 The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods’ country of origin.
- 2.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- 2.3 The Goods supplied under this Contract shall conform to the technical specifications and standards mentioned above.
- 2.4 The Supplier warrants that all the Goods are new, unused, and/or of the most recent or current models, free from defects and that they incorporate all recent improvements in design and materials.

Liquidated Damages

- 3.1 If the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the **Related Services** within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, **a sum equivalent to 0.5 % per each day of the delivered price of the delayed Goods** or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of **ten (10) percent** of

contract price specified. Once the maximum is reached, the Purchaser may terminate the Contract.