**INFORMATION TO BIDDERS (ITB)**

# BID FOR:

**CATERING SERVICES FOR EXPATRIATES IN LABOUR FACILITIES AT HULHUMALE PHASE II**

Announcement number: (IUL)RDC/RDC/2021/109

ANNOUNCEMENT DATE: 11th July 2021

BID OPENING DATE & TIME: Please refer to Bidding Data

BID OPENING VENUE: Please refer to Bidding Data

# SECTION 02

# BID DATA

### BID DATA

***NOTE:*** *The following specific data for the Works to be procured shall complement, amend, or supplement the provisions in the Instructions to Bidders.*

*Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.*

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| **2.1** | **Bid Title:**  Catering Services for Expatriates in Labour Facilities at Hulhumale Phase II |
| **2.2** | **Name and Address of the Employer:**  Road Development Corporation Limited  MSL Building / Orchid Magu  Male’, Republic of Maldives  Phone number: 3339060 |
| **2.3** | **Contact Details for Further Information:**  Procurement Department  Road Development Corporation Ltd.  MSL Building / Orchid Magu  Male’, Republic of Maldives  Tel: (960) 3339060  E-mail: [tender@rdc.com.mv](mailto:tender@rdc.com.mv) |
| **2.4** | **Period of Completion/Supply & Delivery:**  As per the agreed schedule. |
| **2.5** | **Penalty:**  RDC reserves the right to terminate the contract if the supplier fails to deliver the meals on the allocated timings and for poor quality of the meals provided. |
| **2.6** | **Bid language:**  English |
| **2.7** | **Bid Currency:**  All prices are to be quoted in Maldivian Rufiyaa (MVR). |
| **2.8** | **Period of Bid validity:**  90 Calendar days from the date of bid submission. |
| **2.9** | **Amount of Bid Security:**  Bid security of this project is **MVR 40,000.00 (Maldivian Rufiyaa Forty Thousand Only)** in the form of a Guarantee from a reputable bank or a financial institute selected by the bidder and acceptable to the Employer.  For the successful bidder, the Guarantee shall be returned after signing of contract and submission of performance security.  **Bid Security Validity:**  Bid security shall be valid for a minimum of 118 calendar days from the date of Bid Submission. |
| **2.10** | **Pre-Bid meeting and Site Visit:**  Pre-bid session is not required. |
| **2.11** | **Number of copies of the Bid to be completed and returned**:  One Copy |
| **2.12** | **Employer’s Address for the Purpose of Bid submission**:  Road Development Corporation Limited  MSL Building / Orchid Magu  Male’, Republic of Maldives  Phone number: 3339060 |
| **2.13** | **Deadline for** **Clarification of Bid Documents:**  The bidders can send written queries via email to [tender@rdc.com.mv](mailto:tender@rdc.com.mv) before **12:00hrs, 01st August 2021** |
| **2.14** | **Deadline and Venue for Submission of Bid**:  The bidder must submit the bid at **11:00hrs, 05th August 2021** at the following location:  Road Development Corporation Limited  1st Floor, MSL Building / Orchid Magu  Male’, Republic of Maldives  The bidder’s representatives who are present shall sign a register evidencing their attendance.  **Deadline for Bid Submission Registration:**  Date: 15th July 2021  Time: 14:00 hrs  To register for Bid Submission suppliers are required to send an email to [tender@rdc.com.mv](mailto:tender@rdc.com.mv) stating the below information.  1) Project name / Assignment Title:  2) Iulaan (Invitation) number:  3) Bidding Company name:  4) Contact Number:  5) Contact person:  6) One Contact email address: (Confirmation of Registration and information will be communicated to this (only one) email address only).  ***Bidders who do not register for Bid Submission will not be allowed to submit bids***  ***Registration will only be opened and accepted during the aforementioned duration*** |
| **2.15** | **Venue, Time, and Date of Bid Opening:**  **Venue:** Road Development Corporation Limited  1st Floor/ MSL Building / Orchid Magu  Male’, Republic of Maldives  **Date: 05th August 2021**  **Time: 11:00 hrs.**  The bidder’s representatives who are present shall sign a register evidencing their attendance. |
| **2.16** | **Standard form and amount of PERFORMANCE SECURITY acceptable to the Employer:**  Performance security of this project is **MVR 100,000.00 (Maldivian Rufiyaa One Hundred Thousand Only)** in the form of a Guarantee from a licensed financial institute selected by the bidder and acceptable to the Employer.  Performance security shall remain valid through the entire contract period. |
| **2.17** | **Contract Type:**  To be billed every month and payments shall be made to the supplier within 30 days from receipt of invoice along with all required supporting documents.  **Advance Payment:**  Not Applicable |
| **2.18** | **Bid Evaluation and Awarding Method:**  Items will be evaluated and awarded collectively. |
| **2.19** | **Eligibility:**   1. The bidder shall be a registered partnership, company, cooperative confirming the following criteria are eligible to bid. 2. This invitation is open only to local companies. 3. Bidder shall provide a copy of required government approvals for Catering services (license/permit)   The following documentations shall be submitted. Failure to do so WILL render the Bidder ineligible and lead to **disqualification of the bid**. Bid Submission FormBid-Securing DeclarationBid Security (Bid Bond)Certificate of incorporation of the bidder or/and ManufacturerValid ID cards of all owners/shareholders.  1. If the employee is from other nationality - a valid and relevant work permit,  Health certificates (devoid of communicable and infectious diseases) from the concerned authorities for his employees including the chef.Registration details of Local Bidders and Agents including Certificates and major shareholder’s information of non-public companies and business establishments (Company Profile issued by the Ministry of Economic Development)GST Registration for local companiesTax Clearance report for local companies (issued by MIRA within the past 6 months of bid submission date)Completed Vendor Registration Form (Not applicable to Parties who have already submitted vendor registration form earlier. Vendor registration and register to submit bids are not the same.)  1. Catering services license/permit  Proposed menu. **Late submission of any of the above-mentioned documents will not be entertained.** |
| **2.20** | **Bid Evaluation Criteria**   |  |  | | --- | --- | | **Criteria** | **Percentage** | | Price | 80 | | Experience | 20 | | **Total** | **100%** | |
| **2.21** | **Time period and maximum value of sales considered for awarding points for Experience.**  Past experience in works related to similar nature and magnitude, while achieving the target results. Completion certificates must be submitted.  Marks will be awarded based on number of similar projects carried out by the bidder. 4 marks will be awarded for each reference document. Employer will only review maximum of 5 references. Therefore, total marks allocated for experience would 10 marks.  Bidder should not submit more than 2 references from the same employer.  Documents considered for evaluation will be those from past 5 years, July 2016 to July 2021.  ***Offers will be accepted without Experience Documents. However, no mark will be allocated in absence of Experience Letters.*** |
| **2.21** | **Delivery Address**  ***Any of the expatriate accommodation facilities managed by RDC within the grater Male’ area.*** |

# SECTION 03

# EMPLOYER’S REQUIREMENT

### EMPLOYER’S REQUIREMENT

* 1. **BACKGROUND**

Road Development Corporation Limited, an incorporated limited liability company operating under the registration number C10482019 and having its registered office at MSL Building, First Floor, Malé, Republic of Maldives (herein after called and referred to as “the Employer”,) wishes to receive bids for the catering services for expatriates in two labour facilities at Hulhumale’ phase two.

* 1. **SCOPE OF WORK**

a) Responsibilities of the supplier:

1. The supplier is responsible for provision of food and beverages according to Menu options as per request.
2. The supplier is requested to provide daily catering services, as per agreed Menu. The proposed time of the required service:
   1. Breakfast: from 7am to 09.00 am
   2. Lunch: from 12.00 am to 2.00 pm
   3. Dinner: from 7:00 pm to 08:30 pm
3. Services during Ramadan will be agreed separately.
4. The supplier is responsible for the safety, maintenance and well-being of Food items and beverages.
5. The supplier is responsible for transportation of food if necessary.
6. The supplier is responsible to appoint a contact person that will deal with Requests of employer. The contact person or a replacement shall be always available via phone.
7. The supplier is responsible for the safety, maintenance, and well-being of kitchen area of labour facility. The supplier personnel must keep the kitchen area very clean and tidy at all times, including, utensils and cooking equipment and toilets at the kitchen area.
8. The supplier is responsible to avail all main necessary operating equipment for the catering services such as fridge, microwave, cooker, deep fry etc except serving refillable dishes, forks, spoons, cups which fall under the responsibilities of the employer.
9. The supplier is responsible to provide with the required number of employees, as requested to provide the required services. The supplier should employ its own labourers according to the labour law (Employment act) of Maldives. (Kitchen service).
10. The supplier must obtain approval and all required permits for the kitchen from the relevant government authorities.
11. The supplier must obtain signature of employer on delivery note after every meal.
12. The supplier should provide for each employee working in facility kitchen, with the copy of:
13. Valid ID card
14. If the employee is from other nationality - a valid and relevant work permit,
15. Health certificates (devoid of communicable and infectious diseases) from the concerned authorities for his employees including the chef.

b) Responsibilities of the employer

1. The employer shall grant permission to the supplier to use the kitchen and to access all facilities in order to arrange meals in the mess room or specific area for that purpose.
2. Employer must sign on delivery note provided by the supplier after every meal.
3. The employer must provide a kitchen for the supplier.
4. The employer is responsible to provide, serving refillable dishes forks, spoons, cups.
5. The employer should take responsibility of maintenance and cleaning of Mess room or dining hall, hand wash area, dish wash area including waste management.
6. The employer shall provide daily update of the number of persons in the facilities that need to be served.
7. The supplier shall not supply any item or charge any amount from the employer when the occupancy is zero in the facilities.
   1. **GENERAL CONDITIONS AND REQUIREMENTS**
8. The supplier is expected to offer rates separately for the following scenarios:
9. Rates if the supplier has to cater for number of persons below 150
10. Rates if the supplier has to cater for number of persons above 150
11. Rates if the supplier has to cater for the number of persons above 500.
12. Food has to be prepared in clean, hygienic and safe conditions, as per agreed menu and should meet the safety standards of FDA and other relevant government authorities.
13. The full contract period begins on the date of signature of the contract for a period of 01 (one) year and subject to satisfactory performance may be renewed for another 01 (one) year. It will be renewed through mutual agreement of both parties.
14. The responsibilities of the supplier will be used as a performance indicator in the evaluation process.
15. The supplier should provide the agreed items contained in the menu and any variation should be approved by Employer and signed delivery notes should be attached with each and every invoice.
16. The supplier should provide detailed bills at the end of each calendar month, include dates, value, & important details
    1. **DURATION OF THE ASSIGNMENT**

Expected duration of the catering service assignment is **01 year.**

**Annex A: The Menu**

**Minimum requirements:**

**Breakfast:** Vegetable curry, dhaal, fried or roasted fish / Roti should be provided at least 3 days a week.

Fish curry, baked beans, pumpkin curry/ pharata should be provided at least 4 days a week.

**Lunch:** Chicken curry, fish curry/ rice should be provided at least 3 days a week.

Vegetable curry, potato dish, pumpkin curry, potato curry, fried or roasted fish should be provided at least 4 days a week.

**Dinner:** Beef curry, chicken curry, fish curry/ rice should be provided at least 4 days a week.

Vegetable curry, potato dish, pumpkin curry, fried or roasted fish / rice should be provided at least 3 days a week

# SECTION 04

# GENERAL

### . General

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| * 1. Scope of Bid | * + 1. Road Development Corporation Ltd (RDC) wishes to invite sealed bids from interested and eligible bidders for the Works described in the Employer’s Requirement given in this bid documents.     2. Throughout these Tender Documents, the terms bid and tender and their derivatives (bidder/tenderer, bid/tendered, bidding/tendering, etc.) are synonymous, and day means calendar day. The words denoting the singular shall include the plural and vice versa.     3. The successful Bidder will be expected to complete the Works within the project duration as specified in the Bid Form. |
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| * 1. Eligibility and Qualification of the Bidder | * + 1. This invitation for Bids is open only to local companies meeting all of the following requirements:        1. The Bidder should fulfil Eligibility requirements given in the Bid Data, Clause 2.19.        2. A bidder shall not be affiliated with a firm or entity.     2. that has provided consulting services related to the Project to the Employer during the preparatory stages of the Project, or     3. that has been hired by the Employer for provision of any services for the Project. |
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| * 1. One Bid per Bidder | * + 1. Each bidder shall submit only one bid either by himself, as a partner in a joint venture, or as a shareholder in a private company. A bidder who submits or participates in more than one bid will be disqualified. |
| * 1. Cost of Bidding | * + 1. The bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. However, upon submission of the bid to the Employer, the bid will become the absolute property of the Employer, and the bidder will not have any right whatsoever to claim back any of the documentation or material comprising the bid. |

### B. Tender Documents

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| * 1. Content of Tender Documents | * + 1. The Tender Documents are those stated below, and should be read in conjunction with any Addenda issued:  1. Bid Form 2. Bid Data 3. Employer’s Requirement 4. General 5. Evaluation Criteria 6. Bidding Forms 7. Contract |
| * 1. Clarification of Bidding Documents | * + 1. A prospective bidder requiring any clarification of the Bid Documents may notify RDC in writing, which shall be received earlier than the deadline given in Bid Data Clause 2.13. Copies of the response will be forwarded to all bidders, including a description of the inquiry but without identifying its source. |
| * 1. Amendment of Bidding Documents | * + 1. At any time prior to the deadline for submission of bids, the Employer may amend these Tender Documents by issuing Addenda.     2. Any Addendum thus issued shall be part of the Tender Documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall promptly acknowledge receipt of each Addendum by cable to the Employer.     3. To give prospective bidders reasonable time in which to take an Addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Clause 4.17.2. |

**C. Preparation of Bids**

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| * 1. Documents comprising the Bid | * + 1. The bid submitted by the bidder shall comprise all the documents described under Clause 4.6.1 and any other information requested in the Employer’s Requirements. |
| * 1. Bid Prices | * + 1. If the Bid Price Quoted in the Bid Form differs from that given in any other attached documents, then the Bid Price given in the Bid Form will prevail.     2. Bid Price shall be inclusive of all fees and taxes but excluding GST.     3. All duties, taxes, and other levies payable by the Contractor under the contract, or for any other cause, as of the date 03 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the bidder. |
| * 1. Currencies of Bid and Payment | * + 1. The unit rates and prices quoted by the bidder shall be entirely in the currency given in Bid Data Clause 2.7. |

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| * 1. Bid Validity | * + 1. Bids shall remain valid as per Clause 2.8 of Bid Data.     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. 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 said extension. |
| * 1. Bid Security | * + 1. The bidder shall furnish a bid security in the form and value as stated in clause 2.9 of Bid Data, which shall be valid for 28 days beyond the validity of the bid and beyond any period of extension subsequently requested under Sub-Clause 4.12.2.   The Bid Security shall be; at the Bidder’s option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;be issued by a reputable institution selected by the Bidder and located in any eligible country. If the institution issuing the bond is located outside the Republic of Maldives, it shall have a correspondent financial institution located in the Republic of Maldives to make it enforceable.be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Company prior to bid submission;be payable promptly upon written demand by the Company in case the conditions listed in ITT Clause 21.5 are invoked;be submitted in its original form; copies will not be accepted;  * + 1. Any bid not accompanied by the bid security as required under Clause 4.13.1 shall be rejected by the Employer as non-responsive.     2. 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.     3. The Bid Security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required performance security.     4. The bid security may be forfeited         - 1. if the bidder withdraws his bid.          2. if the bidder does not accept the correction of its Bid Price, pursuant to Clause 4.24 ; or          3. in the case of a successful bidder if he fails within the specified time limit to:   (i) sign the Agreement, or  (ii) furnish the required Performance Security. |
| * 1. Format and Signing of Bid | * + 1. The bidder shall prepare one original of the documents comprising the bid.     2. The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. |

1. Submission of Bids

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| * 1. Sealing and Marking of Bids | The bids must be submitted in a sealed envelope marked as the title given in Bid Data Clause 2.1 and addressed to as given in Bid Data Clause 2.2 The envelope shall also indicate the Name, Address and Contact number of the bidder to enable the bid to be returned unopened in case it is declared late.  The envelope shall also be provided with a marked warning not to open before the time and date for bid opening, as given. If the outer envelope is not sealed and marked as above, RDC will assume no responsibility for the misplacement or premature opening of the bid. If the outer envelope discloses the bidder’s identity, RDC will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection of the bid. |
| * 1. Deadline for Submission of Bids | * + 1. Bids must be received by RDC at the address specified in Bid Data, no later than the time and date as given in Bid Data.     2. RDC may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum, in which case all rights and obligations of RDC and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended. |
| * 1. Late Bids | * + 1. Any bid received by RDC after the deadline for submission of bids prescribed above, will not be accepted and returned unopened to the bidder. |
| * 1. Completeness of Bid Form | * + 1. **BID FORM** should serve as the front page of the Proposal. Any Bid submitted without a completed Bid Form will be rejected.     2. Delivery Period should be clearly mentioned in the Bid Form (if required). Failure to do so will render the bid non responsive, hence will be disqualified.     3. The Bid Form shall be duly signed by the bidder. Failure to do so will render the bid non responsive, hence will be disqualified. |
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1. Bid Opening and Evaluation

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| * 1. Bid Opening | * + 1. RDC will open the bids, in the presence of bidders’ designated representatives who choose to attend, at the time, date, and location as given in Bid Data. The bidders’ representatives who are present shall sign a register evidencing their attendance.     2. The bidders’ names, the Bid Prices, including any alternative Bid Price or deviation, any discounts, bid modifications and withdrawals, the presence (or absence) and amount of bid security (if any required), duration and any such other details as RDC may consider appropriate, will be announced by RDC at the opening. Late Bids and Bids without ‘Bid form’ will be rejected at the bid opening stage.     3. RDC shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the above paragraph.     4. Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. |
| * 1. Process to Be Confidential | * + 1. Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence RDC’s processing of bids or award decisions may result in the rejection of the bidder’s bid. |
| * 1. Clarification of Bids and Contacting RDC | * + 1. To assist in the examination, evaluation, and comparison of bids, RDC may, at its discretion, ask any bidder for clarification of its bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by RDC in the evaluation of the bids in accordance with that given under the heading “Correction of Errors” (Clause 4.24) given below.     2. From the time of bid opening to the time of Contract award, if any bidder wishes to contact RDC on any matter related to the bid, it should do so in writing.     3. Any effort by the bidder to influence RDC in RDC’s bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder’s bid. |
| * 1. Examination of Bids and Determination of Responsiveness | * + 1. Prior to the detailed evaluation of bids, RDC will determine whether each bid (a) meets the eligibility criteria given; (b) has been properly signed; (c) is accompanied by the required securities; (d) is substantially responsive to the requirements of the bidding documents; and (e) provides any clarification and/or substantiation that RDC may require to determine responsiveness pursuant to the following paragraph.     2. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one (a) that affects in any substantial way the scope, quality, or performance of the Works; (b) that limits in any substantial way, inconsistent with the bidding documents, RDC’s rights or the bidder’s obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.     3. In an event where no bid is Eligible or responsive through the terms in the Tender document, the Evaluation Committee reserves the right to modify the eligibility criteria or a specific term in the Bid Document and apply the same criteria in the evaluation of all the bids. However, it should only be in the best interest of RDC, ensuring economic benefit and quality assurance. |
| * 1. Correction of Errors | * + 1. Bids determined to be substantially responsive will be checked by RDC for any arithmetic errors. Errors will be corrected by RDC as follows:        1. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and        2. where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of RDC 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.     2. The amount stated in the bid will be adjusted by RDC in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited. |

1. Evaluation Method & Criteria: (Please refer to ITB Part 5)
2. Award of Contract

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| * 1. Award | * + 1. Subject to that given under the heading **“Employer’s Right to Accept Any Bid and to Reject Any or All Bids”** below, RDC will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has scored the highest number of points, provided that such bidder has been determined to be qualified (as and eligible (in accordance with that given under “Eligibility Criteria”) |
| * 1. Employer’s Right to Accept Any Bid and to Reject Any or All Bids | * + 1. RDC 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 RDC’s action. |
| * 1. Notification of Award | * + 1. Prior to expiration of the period of bid validity prescribed by RDC, RDC will notify the successful bidder in writing that its bid has been accepted. This letter (hereinafter called the “Letter of Acceptance”) shall specify the sum that RDC will pay the Contractor in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed by the Contract or Purchase Order (hereinafter called “the Contract Price”).     2. The notification of award will constitute the formation of the Contract.     3. Upon the successful bidder’s furnishing of the performance security (if required), RDC will promptly notify the name of the winning bidder to each unsuccessful bidder and will discharge the bid security (if any) of the unsuccessful bidders.     4. If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to RDC. RDC will promptly respond in writing to the unsuccessful bidder. |
| * 1. Signing of Agreement or Work Order | * + 1. At the same time that RDC notifies the successful bidder that its bid has been accepted, RDC will send the bidder the Agreement (or Purchase Order).     2. Within 3 days of receipt of the Agreement (or Purchase Order), the successful bidder shall sign the Agreement and return it to RDC, together with the required performance security (if any).     3. Upon fulfillment of that given in the above paragraph, RDC will promptly notify the other bidders that their bids have been unsuccessful, and their bid security (if any) will be returned as promptly as possible. |
| * 1. Performance Security | * + 1. Within 7 days of receipt of the Letter of Acceptance from RDC, the successful bidder shall furnish to RDC a performance security as **specified under “Bid Data” Clause 2.16.**     2. If it is stipulated in the Bid Data that theperformance security is to be provided by the successful bidder in the form of a bank guarantee, it shall be issued by a bank located in the Republic of Maldives or by a foreign bank acceptable to RDC.     3. Failure of the successful bidder to comply with the requirements of “Performance Security” shall constitute a breach of Contract, cause for annulment of the award, forfeiture of the bid security, and any such other remedy RDC may take under the Contract, and RDC may resort to awarding the Contract to the next ranked bidder.     4. Once the project is completed by the contractor, the performance security will be returned to them. |
| * 1. Corrupt or Fraudulent Practices | * + 1. RDC requires that staff, as well as bidders/suppliers/contractors, observe the highest standard of ethics during the procurement and execution of works. In pursuance of this policy, RDC:  1. defines, for the purposes of this provision, the terms set forth below as follows: 2. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and 3. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of RDC, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive RDC of the benefits of free and open competition; 4. will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; 5. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract (from RDC) if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a RDC contract. 6. Furthermore, bidders shall be aware that, if in the judgment of RDC the Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then RDC may, after having given 14 days’ notice to the Contractor, terminate the Contractor’s employment under the Contract and expel him from the Site (if any). |

1. Penalty for delays (Refer to Bid Data Clause 2.5)
2. Further information:

Interested bidders may obtain further information from the address given in Bid Data Clause 2.3.

# SECTION 05

# EVALUATION

1. **EVALUATION**

### Evaluation Method:

### All Bids shall be evaluated on the following basis for a total maximum of 100 points (pts). Points shall be given according to the following.

### Items will be evaluated separately/collectively as given in the Bid Data, Clause 2.18.

### Bid Evaluation Criteria:

* + 1. **Price (Percentage of the total score as defined in the Bid Data)**
       1. A Price must be quoted by the bidder. Failure to do so WILL lead to disqualification of the bid at the evaluation stage.
       2. In calculating the score under this criterion, the party quoting the lowest collective Price will get the maximum points allocated under this criterion and the points for the remaining bidders will be distributed on a pro rata basis in descending order.
       3. The formula thus used for the computation of the score is as follows:

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|  | **Lowest proposed total price from among the bids received** |  |
| **Price Score =** |  | **X (% in Bid Data)** |
|  | **Particular Bidder’s proposed total price** |  |

* + - 1. In the event where RDC feels that the bid prices are higher, it reserves the right to cancel the Bids.
    1. **Experience (Percentage of the total score as defined in the Bid Data)** 
       1. Points under this criterion will only be awarded to bidders whose past experiences are similar in nature to the purpose of this particular bid and are backed by supporting documents as explained below and as per clause 2.21 of Part 2, Bid Data.
       2. In this context, supporting documents shall consist of letters, certificates etc. (with the required signatures and stamps) from previous clients, indicating the total contract value and the completion date.
       3. Letters of Award or Agreement Copies or Notifications of Award will only be used for clarification purposes and will not be considered for awarding any points.
       4. Past experience simply stated in tabular or other format will not be awarded any points.
       5. The experience should have been acquired within the time period as given in the Bid Data clause 2.21.
       6. Further, it is up to the sole discretion of RDC to determine the relevance and similarity of Supply Experience and Past Experience to the current scope of works, and the score awarded by RDC will be final and shall not be contested.

# SECTION 06

# BIDDING FORMS

**6. BIDDING FORMS**

6.1 Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Procurement Reference No.: ***Bid Reference Number***

Page \_\_\_\_\_\_\_\_ of\_ \_\_\_\_\_\_ pages

|  |  |
| --- | --- |
| 1. Bidder’s Legal Name | *{insert Bidder’s legal name}* |
| 2. In case of JV, legal name of each party: | *{insert legal name of each party in JV}* |
| 3. Bidder’s actual or intended Country of Registration: | *{insert actual or intended Country of Registration}* |
| 4. Bidder’s Year of Registration: | *{insert Bidder’s year of registration}* |
| 5. Bidder’s Legal Address in Country of Registration: | *{insert Bidder’s legal address in country of registration}* |
| 6. Bidder’s Authorized Representative Information | |
| Name: | *{insert Authorized Representative’s name}* |
| Address: | *{insert Authorized Representative’s Address}* |
| Telephone/Fax numbers: | *{insert Authorized Representative’s telephone/fax numbers}* |
| Email Address: | *{[insert Authorized Representative’s email address}* |
| 7. Attached are copies of original documents of: *{check the box(es) of the attached original documents}*   Articles of Incorporation or Registration of firm named in 1, above.   In case of JV, letter of intent to form JV or JV agreement.   In case of government owned entity from the Republic of Maldives, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT Sub-Clause 4.5. | |

6.2 Joint Venture Partner Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below].*

Date: *[insert date (as day, month and year) of Bid Submission*]

Procurement Reference No.: ***Bid Reference Number***

Page \_\_\_ of \_\_ \_\_\_\_ pages

|  |  |
| --- | --- |
| 1. Bidder’s Legal Name: | *{insert Bidder’s legal name}* |
| 2. JV’s Party legal name: | *{insert JV’s Party legal name}* |
| 3. JV’s Party Country of Registration: | *{insert JV’s Party country of registration}* |
| 4. JV’s Party Year of Registration: | *{insert JV’s Part year of registration}* |
| 5. JV’s Party Legal Address in Country of Registration: | *{insert JV’s Party legal address in country of registration}* |
| 6. JV’s Party Authorized Representative Information | |
| Name: | *{insert name of JV’s Party authorized representative}* |
| Address: | *{insert address of JV’s Party authorized representative}* |
| Telephone/Fax numbers: | *{insert telephone/fax numbers of JV’s Party authorized representative}* |
| Email Address: | *{insert email address of JV’s Party authorized representative}* |
| 7. Attached are copies of original documents of: {*check the box(es) of the attached original documents}*   Articles of Incorporation or Registration of firm named in 2, above.   In case of government owned entity from the Republic of Maldives, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT Sub-Clause 4.5. | |

6.3 Bid Submission Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: {*insert date (as day, month and year) of Bid Submission}*

Procurement Reference No.: ***Bid Reference Number***

To: {*insert complete name of Company}*

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_{*insert the number and issuing date of each Addenda};*
2. We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery period specified in the Bid Data the following Goods and Related Services \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ {*insert a brief description of the Goods and Related Services};*
3. The total price of our Bid, excluding any discounts offered in item (d) below, is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*{Insert the bid price in words and figures, indicating the various amounts and the respective currencies};*
4. The discounts offered and the methodology for their application are:

**Discounts.** If our bid is accepted, the following discounts shall apply.\_\_\_\_\_\_\_*{Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.}*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method:\_\_\_\_\_\_\_\_\_\_ {*Specify in detail the method that shall be used to apply the discounts};*

1. Our bid shall be valid for the period of time specified in ITB, Section 2, Bid Data Clause 2.8 from the date fixed for the bid submission deadline in accordance with ITB, Section 2, Bid Data, Clause 2.14, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. If our bid is accepted, we commit to obtain a performance security in accordance with ITB, Section 2, Bid Data, Clause 2.16 for the due performance of the Contract;
3. We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries \_\_\_\_\_\_\_\_ [insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]
4. We are eligible in accordance with Section 2, Bid Data, Clause 2.19 and have no conflict of interest;
5. Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract - has not been suspended from public procurement by the Government, under the laws or official regulations of the Republic of Maldives, in accordance with ITT Sub-Clause 4.4;
6. The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

*{If none has been paid or is to be paid, indicate “none.”}*

1. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
2. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

|  |  |
| --- | --- |
| Signed: | ……………………...…{*insert signature of authorised person}* |
| Name: | ………………………{*insert complete name of person signing}* |
| In the capacity of: | …………….………....{*insert legal capacity of person signing}* |
| Duly authorized to sign the bid for and on behalf of | ……………..…………….{*insert complete name of Bidder}* |
| Date: | ……... day of ……….…………….. ………….*{DD/MM/YY}* |

6.4 Bid Security (Bank Guarantee)

*The Issuing Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Bank’s Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name and Address of Company]*

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[Procurement Reference number]* (“the IFB”).

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by the Company during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder’s Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*[signature(s)]*

6.5 Bid Security (Bid Bond)

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety],* **authorized to transact business in** *[name of country],* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Company]* as Obligee (hereinafter called “the Company”) in the sum of *[amount of Bond]*[[1]](#footnote-1) *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Company dated the \_\_\_ day of \_\_\_\_\_\_, 20\_\_, for the supply and delivery of *[general description of goods]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

1. withdraws its Bid during the period of bid validity specified in the Form of Bid; or
2. having been notified of the acceptance of its Bid by the Company during the period of Bid validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

then the Surety undertakes to immediately pay to the Company up to the above amount upon receipt of the Company’s first written demand, without the Company having to substantiate its demand, provided that in its demand the Company shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Company at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_.

Principal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Surety: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Corporate Seal (where appropriate)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
*(Signature) (Signature)  
(Printed name and title) (Printed name and title)*

The amount of the Bond shall be denominated in Maldivian Rufiyaa or the equivalent amount in a freely convertible currency.

6.6 Bid-Securing Declaration

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*

Bid No.: *[number of bidding process]*

To: *[complete name of Company]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Company for the period of time of *[number of months or years]* starting on *[date],* if we are in breach of our obligation(s) under the bidding conditions, because we:

(a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or

(b) having been notified of the acceptance of our Bid by the Company during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed:…………….. *[signature of person whose name and capacity are shown]*

In the capacity of ……….. *[legal capacity of person signing the Bid Securing Declaration]*

Name:…………… *[complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: …………..*[complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ *[date of signing]*

Corporate Seal (where appropriate)

*[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]*

6.7 Performance Security

*[The issuing bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

Date: *[insert date (as day, month, and year)]*

Title of the procurement: *[Insert general title of the procurement]*

Procurement Reference No: *[insert reference]*

Bank’s Branch or Office: *[insert complete name of Guarantor]*

**Beneficiary:** *[insert complete name of Company]*

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No*. [insert number]* dated *[insert day and month], [insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s) in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*, and any demand for payment under it must be received by us at this office on or before that date.We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Company’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

*……………………..*

*[signatures of authorized representatives of the bank]*

# SECTION 07

# CONTRACT

**7. CONTRACT AGREEMENT**

*[No alterations to its format shall be permitted and no substitutions shall be accepted.]*

**Procurement Reference:**

THIS CONTRACT AGREEMENT is made

the *[insert* ***number****]* day of *[insert:* ***month****]*, *[insert:* ***year****]*.

BETWEEN

(1) *[insert complete name of Company]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of the Republic of Maldives, or corporation incorporated under the laws of Republic of Maldives]* and having its principal place of business at *[insert address of Company]* (hereinafter called “the Company”), and

(2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”).

WHEREAS the Company invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (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 Company and the Supplier, and each shall be read and construed as an integral part of the Contract:

1. This Contract Agreement;
2. Bid Data
3. Employer’s Requirement;
4. General
5. The Supplier’s Bid and original Price Schedules;
6. The Company’s Letter of Acceptance;
7. *[Add here any other document(s)].*

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 Company to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Company to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Company 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 of Republic of Maldives on the day, month and year indicated above.

**For and on behalf of the Company**

|  |  |
| --- | --- |
| Signed: | ……………………… |
| Name: |  |
| In the capacity of: | *[Title or other appropriate designation]* |

**For and on behalf of the Supplier**

|  |  |
| --- | --- |
| Signed: | ……………………… *[signature of authorized representative(s) of the Supplier]* |
| Name: |  |
| In the capacity of: | *[Title or other appropriate designation]* |

1. The amount of the Bond shall be denominated in Maldivian Rufiya or the equivalent amount in a freely convertible currency. [↑](#footnote-ref-1)